

(6) To list the Property for resale as real estate broker on a non-exclusive basis and enter into other contracts on behalf of the Partnership with themselves or Affiliates, for the purpose of contracting with that entity for certain underwriting, brokerage or other marketing services for a fee (in addition to any interest or rights the General Partners may receive in the Partnership) provided such fee shall be competitive with that being charged by non-related or non-affiliated persons or firms in the area for similar services or work;

(7) To acquire one or more Limited Partnership Units and to become Limited Partners to the extent of such interests.

(8) To execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

(d) The General Partners shall have all the rights and powers and be subject to all the restrictions and liabilities of a partner in a partnership without limited partners, except that the General Partners shall have no authority to:

(1) Do any act in contravention of this Agreement;

(2) Do any act which would make it impossible to carry on the ordinary business of the Partnership;

(3) Confess a judgment against the Partnership;

(4) Posses Partnership property or assign the rights of the Partnership in specific Partnership property for other than a Partnership purpose;

(5) Admit a person as a General or Limited Partner except as provided in this Agreement;

(6) Continue the business with the Partnership property after their retirement, expulsion, adjudication of bankruptcy or insolvency, dissolution or other cessation to exist.

XI. Duties and Obligations of the General Partners. The General Partners shall be obligated to the Partnership and each Limited Partner to:

(a) Maintain at all times a sufficient net worth to qualify as General Partners under the Internal Revenue Code of 1954, as amended.

(b) Cause the Partnership to purchase the Property.

XII. and XIII. Expulsion of a General Partner.

(a) Upon the vote of Limited Partners holding more than one-half (1/2) of the then outstanding Limited Partnership Units in the Partnership, a General Partner may be expelled from the Partnership for cause and his interest in the Partnership's profits transferred to the remaining General Partner or any successor General Partner selected at the time of removal by vote of Limited Partners holding more than one-half (1/2) of the then outstanding Limited Partnership Units.

(b) Written notice of the expulsion of the General Partner shall be served upon him either by certified or registered mail, return receipt requested, or by personal service. Said notice shall be set forth the day upon which the expulsion is to become effective, which date shall not be less than forty-five (45) days after the service of said notice upon the General Partner.

4328 RV-2