

- Page Five -

6.2 Each Partnership unit shall be entitled to a vote or portion of a vote as described in Section 6.1 above, and ownership of a unit by a corporation, partnership or other entity, or by individuals as tenants in common or as joint tenants shall require such entities to submit but one vote or portion of vote on any issue or question. It shall not be the duty of the other Partners to determine the basis of authority of the person representing such entity in casting such vote, and the other Partners shall not be obligated to recognize the vote of an entity when its unit is voted in any other manner than as one vote per unit.

6.3 While each of the Partners agrees to devote such time to the business of the Partnership as may be necessary to further its goals and objectives, it is understood that Partner, The Terrell Co., Inc., who has special knowledge about the Partnership property, has agreed hereby to act as the Managing Partner for the Partnership; provided, however, that it shall not be empowered thereby with any special or additional power and authority in binding the Partnership or in making any Partnership decision. The Partnership agrees to pay to The Terrell Co., Inc. as compensation for managing the Partnership property, seven (7%) per cent of the gross collected income and out of such percentage The Terrell Co., Inc. shall pay a Resident Manager such sums as may be agreed upon.

6.4 No Partner may, without the consent given by the exercise of the voting rights conferred in Section 6.1 above:

6.4.1 Borrow money in the Partnership name for Partnership purposes or utilize collateral owned by the Partnership as security for such loans; provided, however, that execution of the documents creating the Partnership indebtedness upon acquisition of the Partnership property at the Partnership's inception shall be binding upon the Partnership when executed by Partner, Robert D. Terrell;

6.4.2 Assign, transfer, pledge, compromise or release any of the claims of or debts due the Partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the Partnership;

6.4.3 Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the Partnership;

6.4.4 Lease or mortgage any Partnership real estate or any interest therein or enter into any contract for any such purpose;

0.807

4328 RV-2