

10. Management. Each partner shall have a voice in the management or the partnership business. Except as otherwise provided in this Agreement, all decisions relating to the partnership business shall be made by a vote of partners who own a majority in amount of the total capital accounts of all partners. No partner shall receive any compensation for services rendered to the partnership unless previously agreed upon by the parties.

11. Powers. The partnership shall be authorized to exercise all powers reasonable and necessary to conduct the business. Without limiting the foregoing, the partnership may:

A. Acquire and deal with any part or all of the partnership property, whether real or personal, including, but not limited to leasing, selling, exchanging, conveying and granting options with respect thereto.

B. Enter into contracts with persons, firms or corporations to provide services and materials for the improvement, development and operation of the property.

C. Make agreements for purchases and employ persons, firms, or corporations to render services generally rendered by managers, owners and operators of property.

E. Select and employ attorneys and accountants for general business consultation and services, and prosecute, defend, settle or compromise disputes involving the partnership or any of its assets.

F. Place record title to or the right to use partnership assets in the name of a nominee or trustee for any purpose convenient or beneficial to the partnership.

G. Cause the partnership to make or revoke the election referred to in Section 754, Internal Revenue Code of 1954, or any similar provision enacted in lieu thereof.

H. Borrow money from any lending institution or other lenders for partnership purposes, including, but not