

Subject to § 10-303 of this title, the partnership agreement may grant to all or a specified group of the limited partners the right to vote (on a per capita or other basis) on any matter.]

10-302.

(A) A PARTNERSHIP AGREEMENT MAY PROVIDE FOR CLASSES OR GROUPS OF LIMITED PARTNERS HAVING THE RELATIVE RIGHTS, POWERS, AND DUTIES THAT THE PARTNERSHIP AGREEMENT MAY PROVIDE, AND MAY PROVIDE FOR THE FUTURE CREATION, IN THE MANNER PROVIDED IN THE PARTNERSHIP AGREEMENT, OF ADDITIONAL CLASSES OR GROUPS OF LIMITED PARTNERS HAVING THE RELATIVE RIGHTS, POWERS, AND DUTIES SENIOR TO EXISTING CLASSES AND GROUPS OF LIMITED PARTNERS AS THE PARTNERSHIP AGREEMENT MAY PROVIDE.

(B) SUBJECT TO § 10-303 OF THIS SUBTITLE, THE PARTNERSHIP AGREEMENT MAY GRANT TO ALL OR CERTAIN IDENTIFIED LIMITED PARTNERS OR A SPECIFIED CLASS OR GROUP OF LIMITED PARTNERS THE RIGHT TO VOTE (ON A PER CAPITA OR ANY OTHER BASIS) SEPARATELY OR TOGETHER WITH THE GENERAL PARTNERS OR WITH ALL OR ANY OTHER CLASS OR GROUP OF LIMITED PARTNERS OR ON ANY MATTER.

(C) A PARTNERSHIP AGREEMENT THAT GRANTS A RIGHT TO VOTE MAY SET FORTH PROVISIONS RELATING TO NOTICE OF THE TIME, PLACE, OR PURPOSE OF ANY MEETING AT WHICH ANY MATTER IS TO BE VOTED ON BY ANY LIMITED PARTNERS, WAIVER OF ANY NOTICE, ACTION BY CONSENT WITHOUT A MEETING, THE ESTABLISHMENT OF A RECORD DATE, QUORUM REQUIREMENTS, VOTING IN PERSON OR BY PROXY, OR ANY OTHER MATTER WITH RESPECT TO THE EXERCISE OF ANY RIGHT TO VOTE.

10-303.

(a) Except as provided in § 10-207(a) of this title and subsection (c) of this section, a limited partner is not liable for the obligations of a limited partnership unless the limited partner is also a general partner or, in addition to the exercise of his rights and powers as a limited partner, he takes part in the control of the business. [If the limited partner's participation in the control of the business however, is not substantially the same as the exercise of the powers of a general partner, he is liable only to persons who transact business with the limited partnership with actual knowledge of his participation in control.] HOWEVER, IF THE LIMITED PARTNER TAKES PART IN THE CONTROL OF THE BUSINESS AND IS NOT ALSO A GENERAL PARTNER, THE LIMITED PARTNER IS LIABLE ONLY TO PERSONS WHO TRANSACT BUSINESS WITH THE LIMITED PARTNERSHIP AND WHO REASONABLY BELIEVE, BASED UPON THE LIMITED PARTNER'S CONDUCT, THAT THE LIMITED PARTNER IS A GENERAL PARTNER.

(b) (1) A limited partner does not [participate] TAKE PART in the control of the business within the meaning of subsection (a) solely by doing one or more of the following: