

are hereby authorized to execute such document on behalf of the expelled Limited Partner. The power of attorney executed pursuant to Paragraph 14 hereof shall be sufficient in its nature to enable the General Partners to execute all documents necessary to transfer the expelled partner's interest pursuant to the provisions of this paragraph.

22. Death, Incapacity, Dissolution or Withdrawal of Limited Partner: The death, legal incapacity or withdrawal of a Limited Partner shall not dissolve or terminate the partnership. An individual shall automatically lose his status of Limited Partner upon his death or legal incapacity or notice of withdrawal. A Limited Partner which is a corporation or other legal entity, not an individual, shall automatically lose its status of Limited Partner upon the dissolution or other cessation to exist as a legal entity. Upon the death, legal incapacity or withdrawal of a Limited Partner, the Limited Partner, his estate, or his legal representative will sell his interest, and the partnership will buy, at a price to be determined as follows: Eighty-five (85%) per cent of the excess or deficiency of the Total Real Property Value compared to the book value on the books of the partnership will be added to, or subtracted from, the net worth of the partnership, and the adjusted value of the net worth of the partnership will be the basis upon which the partner's interest will be determined. The terms of the transaction will be twenty (20%) per cent down payment in cash within sixty (60) days and the balance to be paid in twelve (12) equal quarterly installments at an interest rate of five (5%) per cent per annum.

23. General Partner's Option to Purchase: In the event either General Partner wishes to acquire all of the assets of the partnership, such General Partner will make a bona fide offer to

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