

(b) The resignation of the General Partners unless a successor General Partner is selected pursuant to Paragraph 13 of this Agreement;

(c) The written approval of vote of Limited Partners holding collectively at least sixty-six and two-thirds (66 2/3%) per cent of the Limited Partnership votes;

(d) A cash sale or other disposition of all of the real property of the partnership or upon receipt of the last payment of an installment sale.

Within a reasonable time after dissolution, a financial statement shall be prepared and furnished each of the Limited Partners. The General Partners shall act as liquidating trustees. If all the General Partners have been dissolved, suffered bankruptcy or are unable to act for any reason, then the holders of a majority of the Limited Partner votes shall designate a person to act as liquidating trustee. The liquidating trustee shall be allowed a reasonable time for the orderly liquidation of the partnership assets, the discharge of creditors claims and distribution of the assets.

25. Distribution upon Termination: Upon the dissolution of the partnership, the liquidating trustee shall proceed to the liquidation of the partnership and the proceeds of such liquidation shall be applied and distributed in the following order or priority:

(a) To the payment of debts, and liabilities of the partnership (other than [i] secured creditors whose obligations are assumed or otherwise transferred on a sale or other transfer or partnership assets and [ii] any loans or advances that may have been made by any of the partners to the partnership) and the expenses of liquidation, including selling commission, if any, and accounting and legal fees;

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