

Each of the Partners shall be furnished with a statement prepared by the Limited Partnership's then accountant, which shall set forth the assets and liabilities of the Limited Partnership as at the date of complete liquidation and the manner in which the assets of the Limited Partnership are to be distributed. Upon the then General Partner complying with the foregoing distribution plan (including payment over to the escrowee if there are sufficient funds therefor), the Limited Partners shall cease to be such, and the then General Partner, as the sole remaining Partners of the Limited Partnership, shall execute, acknowledge and cause to be filed a Certificate of Cancellation of the Limited Partnership.

Article 15. Withdrawal of a Limited Partner. If any Limited Partner shall, during his lifetime, wish to withdraw from this Limited Partnership, for any reason other than bankruptcy or insolvency, the then other partners (General and Limited) shall have the option, exercisable, in writing, within a period of sixty (60) days after receipt of written notice of desire to withdraw by such Limited Partner, to purchase such Limited Partner's interest in the Limited Partnership. Any such purchase by the other partners shall be apportioned equally among the purchasing partners. The amount to be paid the withdrawing Limited Partner for such conveyance and assignment shall be a sum equal to what such withdrawing partner would have received in the event of complete dissolution of the Limited Partnership at such time of conveyance and assignment, based upon an appraisal of the net worth of the Limited Partnership made by three appraisers; one chosen by the purchasing partners, one chosen by the withdrawing Limited Partner, and the third chosen by the other two appraisers. Such appraisal must be made within thirty (30) days after the receipt of written notice of desire to withdraw by such Limited Partner and the entire cost of such appraisal shall