

necessary, convenient or expedient by our attorney in fact containing any such terms, conditions, covenants, warrants, representations and agreements as our attorney in fact shall deem necessary or advisable.

2. To manage, utilize, conserve, demolish, repair, rebuild, alter, improve or otherwise deal in and dispose of the above described real estate or any structure or structures thereon owned or claim to be owned by us in whole or in part and to protect the same by any action, proceedings or otherwise including but not limited to the recovery of possession thereof and the removal of tenants and other persons, animals or objects therefrom.

3. It is understood and agreed however, that our attorney in fact shall have no right to in any way obligate the undersigned as the makers or promissors on any promissory note or any other liability or liabilities in excess of the then existing fair market value of the property which is the subject of this Power of Attorney provided further, that any fair market value thereon established by any mortgagee or banker shall be deemed for the purposes hereof to be the then existing fair market value of said property.

4. If either of the parties to this agreement should no longer desire to hold his interest in the property as the same is now held, he shall forthwith notify the other tenant in common of the price at which he will sell all of his interest in said property or the price at which he will purchase the interest of the other owner whereupon the other owner shall have the option either to buy or sell at such price and shall be obligated to either to buy or to sell. If either of the above mentioned tenants in common should die while continuing as tenants in common as the ownership of said property, then their personal representatives including their wives shall be bound to sell the interest of the decedent in the property to the survivor and the interest of the deceased tenant in common shall be evaluated at a price to be determined under the