

General) in such manner that each partner (Limited and General) receives distributions in accordance with the provisions of paragraph 9(b) hereof.

(4) Any balance then remaining shall be apportioned among all the partners as follows: Fifty percent (50%) to the General Partners and Fifty percent (50%) to the Limited Partners. Thereafter such balances shall be distributed in accordance with the provisions of paragraph 9(b) hereof.

23. Real Estate Investment Trust. A majority in interest of the partners (Limited or General) shall have the right to reorganize the partnership as a real estate investment trust, or amend the provisions of this agreement so as to qualify the partnership as a real estate investment trust, and to any and all things reasonably deemed by them necessary or appropriate to effectuate such reorganization or qualification, and within the limitation of those provisions of law which shall be applicable to real estate investment trusts, the interests, rights and liabilities of the partners (Limited or General) in and with respect to said real estate investment trust shall be the same as in and with respect to the partnership prior to such reorganization or amendment.

24. Notices. Unless otherwise specified in writing or in this agreement, all notices, requests, demands or other communications which any of the parties to the agreement, or any of the partners, may desire or be required to give hereunder, shall be served by mail, postage, prepaid addressed as follows:

(a) To the partnership at 2609 Stanislaus Plaza, Macon, Georgia, or at such other address as may be designated by the General Partners by written notice served pursuant to the terms of this paragraph.

(b) To a General Partner or Limited Partner at the address hereinabove set forth in the heading of this Agreement, or at such other address as may be designated by the General Partners or Limited Partners by

LAW OFFICES
BLOCH, HALL,
HAWKINS & OWENS
P. O. BOX 4348
MACON, GEORGIA
31208

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