

dissolved, or files a petition under any bankruptcy or insolvency Act, or makes an assignment for the benefit of its creditors, or is adjudicated bankrupt or insolvent), and there are no remaining General Partners, the Partnership shall be dissolved and terminated in accordance with paragraph 19 hereof.

(d) In the event that a General Partner duly gives written notice to retire, or dies, or becomes incapacitated or is dissolved or commits an act of insolvency or bankruptcy as hereinabove set forth in Section (c) of this Paragraph, and there shall remain a General Partner or Partners, the Partnership shall be dissolved and terminated unless

(i) the remaining General Partner or Partners, within thirty (30) days after such notice has been given, or such death or incapacity or bankruptcy or insolvency has occurred, shall have notified the Limited Partners of the intention of a remaining General Partner or Partners to continue the Partnership business, and

(ii) all the Limited Partners, within thirty (30) days of the receipt of such notice of intention to continue, shall have agreed to such continuance of the business.

(e) If the Partnership is continued pursuant to subparagraph (d) above,

(i) the remaining General Partner or Partners shall have the right to purchase the retiring, deceased, or incapacitated General Partner's interest in the Partnership upon such terms and conditions as they and the retiring Partner or the legal representative or representatives of the deceased or incapacitated, bankrupt or insolvent Partner may agree; or

(ii) if the remaining General Partner or Partners do not elect, within thirty (30) days of the agreement to

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