

(b) Such price may, at the option of the General Partner(s), be paid in two (2) equal installments, one payable sixty (60) days after, and the second payable ninety (90) days after, the determination of such price. All costs and expenses of any such arbitration shall be borne by the legal representative or representatives or the successor or successors in interest to such deceased or insane Limited Partner and such costs and expenses may be charged against or deducted from any moneys due or to become due to such deceased or insane Limited Partner or his legal representative or representative or successor or successors in interest.

(c) In addition to the value of such interest, as determined in accordance herewith, the legal representative or representatives or successor or successors in interest to the deceased or insane Limited Partner shall be entitled to receive his pro rata share of any undistributed profits computed as of the date of death or adjudication of insanity of such Limited Partner, together with interest at the rate of six (6%) per cent per annum (computed on the unpaid balance) from the date of death or of such adjudication to the date of payment thereof. No value shall be allowed for any unrealized increase in the value of the partnership assets or for good will.

#### 21. Dissolution of the Partnership.

(a) The partnership may be dissolved at any time upon the affirmative vote of all of the General Partners. In the event of such dissolution, a Certificate of Cancellation, as required by law, shall be filed.

(b) Upon any such voluntary dissolution, or upon any other dissolution of the partnership in accordance with the provisions of this Agreement, the partnership shall immediately commence to wind up its affairs. The proceeds from liquidation of partnership assets shall be distributed in accordance with paragraph 22 of this Agreement.

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

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