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thirty (30) day option to purchase said interest and said remaining Partners shall have ninety (90) days from the date they notify the selling party of their intention to exercise the option to pay for said interest. Should any of the remaining Partners fail to exercise the option to purchase his or its pro rata share of the interest of the selling party, the other remaining Partners may purchase the interest of the selling party according to their proportionate interest.

X.

INVESTMENT INTENT OF PARTIES. The parties hereto warrant and represent, each to each of the others, that they are acquiring interests in this partnership for investment and not with a view toward the distribution of such interest.

XI.

DEATH OR BANKRUPTCY OF A PARTNER. The death or adjudication of bankruptcy of a Partner shall not dissolve the Partnership. In the event of the death or adjudication of bankruptcy of any Partner, the heirs or successor in interest (as the case may be) of that Partner shall become a transferee of the interest of that Partner and be entitled to all further distributions on account of the interest of that Partner.

XII.

INDEPENDENT VENTURES. Any Partner may engage in or possess an interest in other business ventures of every type and description, independently or with others, including but not limited to the acquisition, ownership, financing, syndication, development, improvements, leasing, operating, management, and brokerage of real property. Neither the Partnership nor any Partner will by virtue of this Agreement have any right, title or interest in or to such independent ventures or the income or other benefits derived therefrom.

XIII.

CAUSE OF DISSOLUTION OF PARTNERSHIP. The Partnership shall be dissolved without breach of this Agreement upon the happening of any one of the following events:

(A) Voluntary Dissolution: The decision of the Partners owning a majority of the interest in the Partnership (acting with or without a meeting).

(Continued on next page)

P.A.B.J.  
W.G.R.  
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q.k.s.  
S.D.  
P.A.B.  
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