

This power of attorney may be exercised by the General Partners by listing all of the Limited Partners executing any instrument over all the signatures of the General Partners or of one of each of the General Partners' officers.

This power of attorney will survive the death or legal incapacity of a Limited Partner and the delivery of an assignment by a Limited Partner of a whole or any portion of his interest. In those cases in which the assignee of, or the successor to, a Limited Partnership interest has been unanimously approved by the General Partners for admission to the partnership, as a substitute Limited Partner, the power of attorney shall survive for the sole purpose of enabling the General Partners to execute, acknowledge, and file any instrument necessary to effect such a substitution.

Pursuant to the power of attorney granted by each Limited Partner to the General Partners, as hereinabove described, each Limited Partner authorizes said attorneys to take any further action which said attorneys shall consider necessary or convenient in connection with any of the foregoing, hereby giving said attorneys full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the foregoing as fully as said Limited Partner might or could do if personally present, and hereby ratifying and confirming all that said attorneys shall lawfully do or cause to be done by virtue hereof.

16. Conveyances: (a) Any deed, deed of trust, bill of sale, lease agreement, financing statement, contract of sale, or any other instrument purporting to convey or encumber the assets of the partnership in whole or in part, at any time held in its name, or in the name of the General Partners must be signed by all General Partners and no

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