

3. To exercise such other powers as may be necessary or desirable in the management of the properties and affairs of the Corporation, whether the same be of like kind or character to those herein enumerated or not so long as related to the Property; in particular to enable my said attorney to act under changed conditions, the exact nature of which cannot now be foreseen, it being intended to vest in my said attorney, and I do hereby vest in my said attorney, full power to control and manage the property and affairs of the Corporation as regards the Property and hereby giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in connection therewith as fully to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming whatsoever my said attorney shall or may do by virtue hereof.

4. Specifically, but without limiting the generality of any of the foregoing, to execute any and all of the items as set out in paragraphs 1 through 3 above in my name as managing director of the Corporation and a partner and managing partner of Greenville Mall Partners, a partnership existing under the laws of the State of Texas, this instrument constituting the authorization, direction and consent of the Corporation that Greenville Mall Partners, in addition to an existing \$12,000,000.00 mortgage on the Property in favor of The Philadelphia Saving Fund Society ("PSFS"), be bound to an additional \$3,000,000.00 mortgage on the Property in favor of PSFS by the actions of the managing partners of Greenville Mall Partners and without the joinder of any other partner.

All powers and authorities hereby granted may be exercised by my said attorney acting alone without the joinder of any other person.

I hereby agree and represent to those persons dealing with my said attorney that this power of attorney may be voluntarily revoked only by a written instrument of revocation filed for record in the office of the County Clerk of the County in which the Property is located except at least ten (10) days prior to the effective date of revocation, except that if this power of attorney has not been sooner revoked, it shall, in any event, be automatically revoked and terminated and shall become null and void without any further action on the part of either of us on that date occurring one year after the date hereof.

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