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91055670

RETURN TO: GLENN R. PATTERSON, ESQ.
SINGLETON, CRIST, PATTERSON,
AUSTGEN & LYMAN
SUITE 200, 9245 CALUMET AVENUE
MUNSTER, INDIANA 46321

RELEASE AND SURRENDER OF RIGHT TO REPURCHASE REAL ESTATE

WITNESSETH THIS INDENTURE made and given this day by *BOTABA REALTY COMPANY, LTD.*, a Texas limited partnership and duly authorized to transact business in the State of Indiana (herein "Botaba"), to *LAKE COUNTY TRUST COMPANY*, not personally, but as Trustee under that certain Trust Agreement dated January 11, 1989, and known as Trust No. 3921 (herein the "Trust"), and to each and all of the beneficiaries of the Trust.

WHEREAS, Botaba did cause to be executed and delivered to the Trust that certain Special Warranty Deed, which was recorded on August 1, 1989, as Document No. 049832, in the Office of the Recorder of Lake County, Indiana (herein the "Deed"), which Deed was executed and delivered pursuant to the terms and provisions of that certain Purchase and Sale Agreement between Botaba and Trust, as referred to in the Deed (the "Agreement"); and

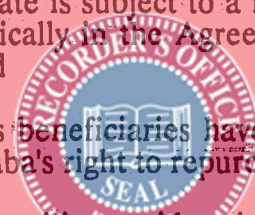
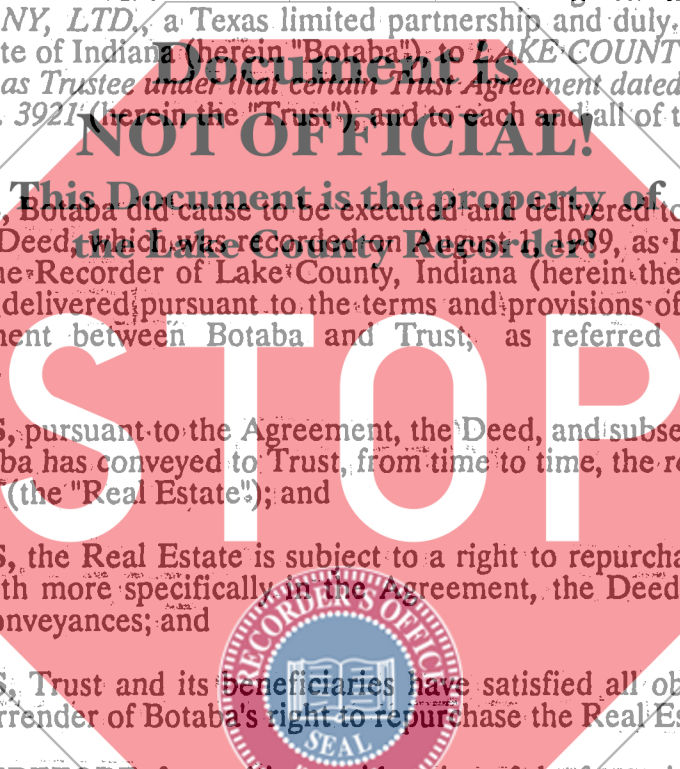
WHEREAS, pursuant to the Agreement, the Deed, and subsequent agreements and conveyances, Botaba has conveyed to Trust, from time to time, the real estate described on Exhibit "A" hereto (the "Real Estate"); and

WHEREAS, the Real Estate is subject to a right to repurchase the Real Estate by Botaba, as set forth more specifically in the Agreement, the Deed, and such subsequent agreements and conveyances; and

WHEREAS, Trust and its beneficiaries have satisfied all obligations precedent to the release and surrender of Botaba's right to repurchase the Real Estate.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Botaba, Botaba does hereby release and surrender unto Trust, all of Botaba's right to repurchase the Real Estate and any part thereof, unconditionally, and without reservation of any right or interest whatsoever to repurchase the Real Estate.

Nothing herein shall be deemed or construed to be a release or surrender by Botaba of any other right or interest which it may have in the Real Estate, except for the right to repurchase the Real Estate as specifically described herein.



STATE OF INDIANA
LAKE COUNTY
RECORDER
FILED
AUG 1 1989
MUNSTER, IN.

54.00

IN WITNESS WHEREOF, Botaba has caused this Release and Surrender to be executed this 11th day of October, 1991.

BOTABA REALTY COMPANY, LTD.,
a Texas Limited Partnership

By: Transcontinental Properties, Inc., an
Arizona corporation, Its General Partner

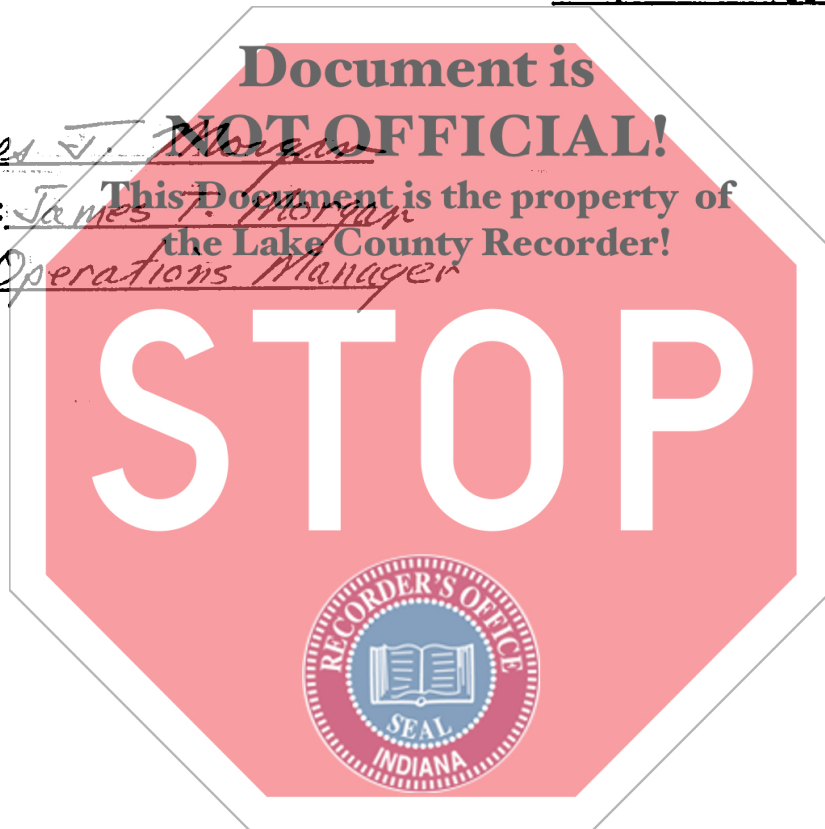
By: Donald E Guenther

Printed Name: DONALD E. GUENTHER

Officer Title: REGIONAL VICE PRESIDENT

ATTEST:

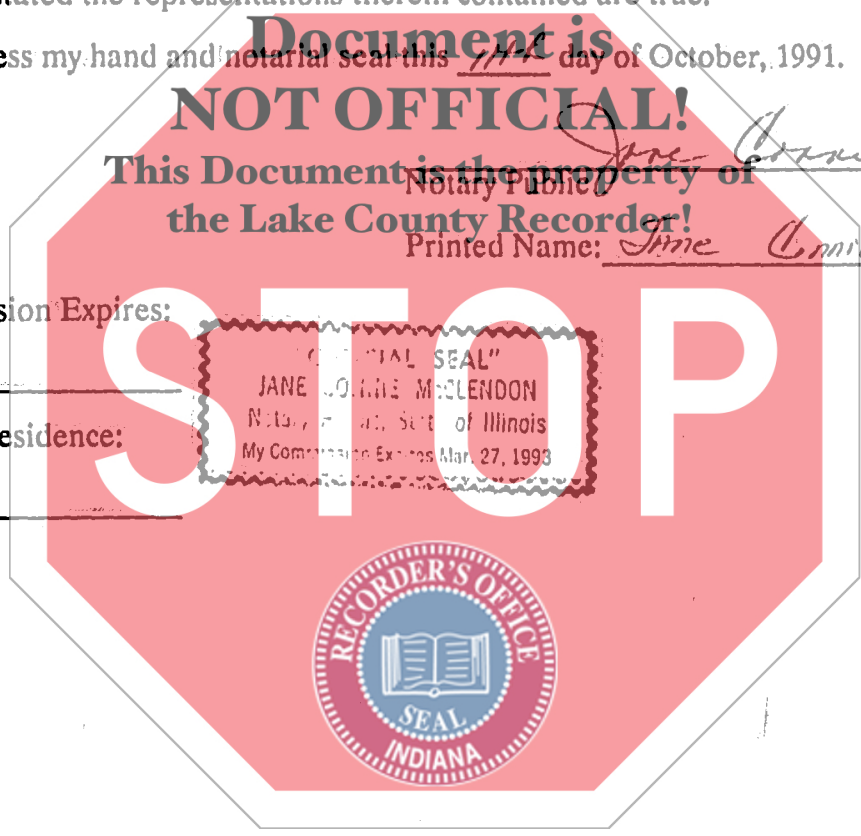
By: James T. Morgan
Printed Name: James T. Morgan
Officer Title: Operations Manager



STATE OF Illinois }
COUNTY OF Cook } SS:

Before me this day, the undersigned, a Notary Public in and for said county and state, personally appeared Donald E. Guenther, known to me to be the Regional Vice President, and James J. Morgan, known to me to be the Operations Manager of TRANSCONTINENTAL PROPERTIES, INC., the corporation that executed this instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation, being known to me to be the general partner of Botaba Realty Company, Ltd., the limited partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such general partner and that such limited partnership executed the same, and who, having been duly sworn, stated the representations therein contained are true.

Witness my hand and notarial seal this 17th day of October, 1991.



NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Notary Public: Jane Conie McClendon
Printed Name: Jane Conie McClendon

My Commission Expires:

County of Residence:

Cook

"OFFICIAL SEAL"
JANE CONIE MCCLENDON
Notary Public, State of Illinois
My Commission Expires Mar. 27, 1993

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson, Austgen & Lyman, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

EXHIBIT A

Part of Lot 7, Kennedy Court resubdivision of Block 2, in Midwest Central Business Park, to the Town of Munster, as shown in Plat Book 51, Page 84, and as amended by Certificate of Correction recorded January 16, 1980 as Document No. 569136 in the Office of the Recorder of Lake County, Indiana, and being more particularly described as follows: Beginning at the southeast corner of said Lot 7; thence North 88 degrees 16 minutes 55 seconds West along the Southerly line of said Lot 7 (Northerly line of 45th Avenue a distance of 50.14 feet, to a point of curve; thence Northwesterly on a curve concave to the Northeast having a radius of 870.43 feet, whose cord bears North 73 degrees 18 minutes 53 seconds West, arc distance of 454.26 feet; thence North 31 degrees 37 minutes 10 seconds East a distance of 540.71 feet to a point on the Southwesterly right-of-way line of the Penn Central Railroad (said point also lying on the Northeasterly line of said Lot 7); thence South 36 degrees 21 minutes 09 seconds East along said railroad right-of-way line a distance of 149.22 feet, to a point being the intersection of said railroad right-of-way line, and the East line of said Lot 7; thence South 1 degree 52 minutes 20 seconds West along the East line of said Lot 7 (said line also being the West right-of-way line of Calumet Avenue), a distance of 309.68 feet, to the point of beginning, all in the Town of Munster, Lake County, Indiana.

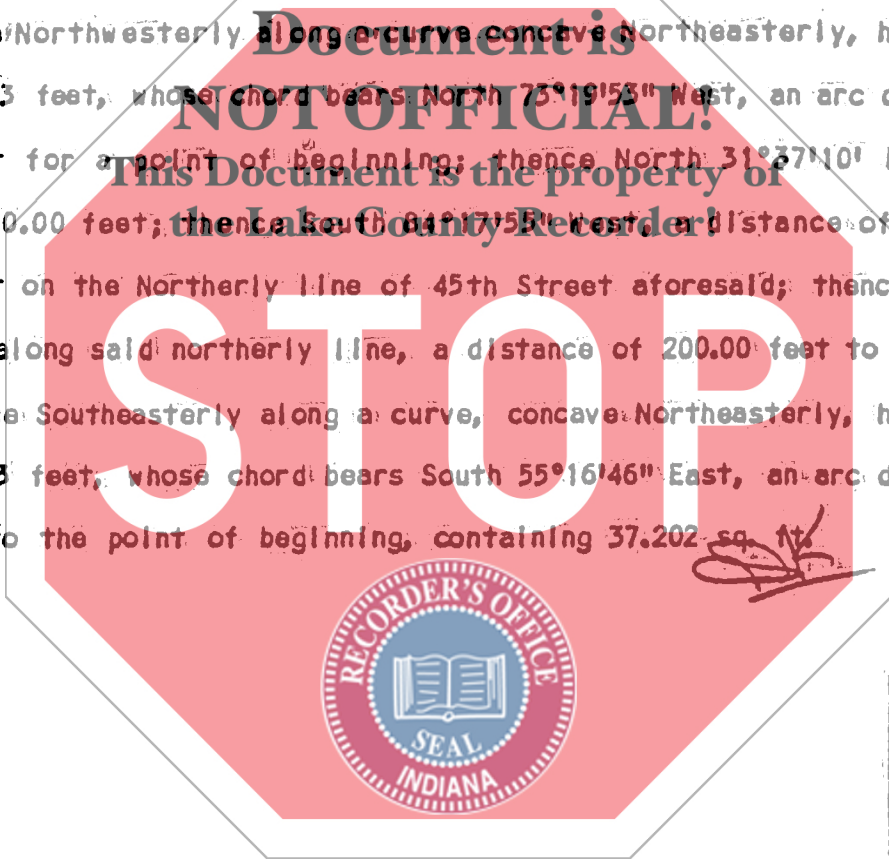
PIN 28-0447-0007 (Part of)



TP APPROVED:
LEGAL
ENG & ARCH
FINANCE
DEPT HEAD

That part of Lot 7 in Kenny Court Resubdivision, according to the Plat thereof recorded December 20, 1979 as Document No. 565408 in the East 1/2 of Section 25, Township 36 North, Range 10 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows:

Commencing at the Southeast corner of Lot 7 aforesaid; thence North $88^{\circ}16'55''$ West along the South line thereof, being also the North line of 45th Street, as dedicated per Document No. 211332, a distance of 50.14 feet to a point of curve; thence Northwest along a curve, concave Northeast, having a radius of 870.43 feet, whose chord bears North $75^{\circ}19'55''$ West, an arc distance of 454.25 feet for a point of beginning; thence North $31^{\circ}37'10''$ East, a distance of 250.00 feet; thence South $64^{\circ}17'55''$ West, a distance of 368.30 feet to a point on the Northerly line of 45th Street aforesaid; thence South $52^{\circ}10'37''$ East along said northerly line, a distance of 200.00 feet to a point of curve; thence Southeast along a curve, concave Northeast, having a radius of 870.43 feet, whose chord bears South $55^{\circ}16'46''$ East, an arc distance of 94.25 feet to the point of beginning, containing 37.202 sq. ft.



TRAPPAVED:
LEGAL
ENGINEER <i>MR</i>
FINANCE <i>MR</i>
RECORDS <i>REY</i>



The State of Texas

SECRETARY OF STATE

The undersigned, as Secretary of State of the State of Texas, HEREBY CERTIFIES that the attached is a true and correct copy of the following described instruments on file in this Office:

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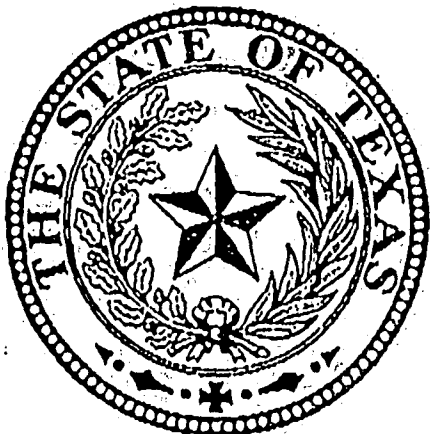
This Document is the property of the Lake County Recorder!

BOTABA REALTY COMPANY, LTD.

Certificate and/or Agreement of Limited Partnership Amendment

July 25, 1989
July 26, 1989

STOP



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, this

31st day of July, A. D. 1989

dh

Gary S. Bayou Jr.
Secretary of State

JUL 25 1989

CERTIFICATE OF LIMITED PARTNERSHIP OF
BOTABA REALTY COMPANY, LTD.

Clerk I M
Corporations Section

The undersigned General Partner, desiring to form a limited partnership (the "Partnership") pursuant to Section 2.01 of the Texas Revised Limited Partnership Act (the "Act"), hereby duly executes this Certificate of Limited Partnership to be effective as of the date of filing with the Secretary of State.

1. The name of the Partnership is Botaba Realty Company, Ltd.
2. The address of the registered office of the Partnership is 2600 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102, and the name of the registered agent whose business office address will be the same as the registered office address is W. Robert Cotham.
3. The address of the principal office of the Partnership in the United States where its partnership records are to be kept or made available under Section 1.07 of the Act is 3200 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102.
4. The name, the mailing address, and the street address of the business or residence of each general partner of the Partnership is as follows:

NAME	MAILING ADDRESS AND STREET ADDRESS
Transcontinental Corporation, a California corporation	420 E. Carrillo Street Santa Barbara, California 93101

5. This Certificate of Limited Partnership will be effective on the date of filing with the Secretary of State.

TRANSCONTINENTAL CORPORATION, a
California corporation

By: [Signature]
Title: Pres.

FILING FEE: \$750.00

JUL 26 1989

FIRST AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
BOTABA REALTY COMPANY, LTD.

Clerk III-L
Corporations Section

The undersigned hereby duly execute this First Amended and Restated Certificate of Limited Partnership, which is being filed with the Secretary of State in accordance with Sections 2.02 and 2.10 of the Texas Revised Limited Partnership Act.

1. The name under which the Partnership was originally formed is Botaba Realty Company, Ltd., the date on which the original Certificate of Limited Partnership of the Partnership (the "Original Certificate") was filed with the Secretary of State was July 25, 1989.

2. Effective after the filing of the Original Certificate, Transcontinental Properties, Inc., an Arizona corporation, has been admitted to the Partnership as a general partner. Subsequent to the admission of Transcontinental Properties, Inc. as a general partner, Transcontinental Corporation, a California corporation, has withdrawn from the Partnership as a general partner. The partnership agreement of the Partnership permits the business of the Partnership to be carried on by Transcontinental Properties, Inc. after the withdrawal of Transcontinental Corporation. Transcontinental Properties, Inc. and the partners of the Partnership have reconstituted the Partnership and continued the business of the Partnership. The undersigned parties desire (i) to amend paragraph 4 of the Original Certificate to reflect the foregoing transactions, and (ii) to restate the Original Certificate.

3. The name of the Partnership is Botaba Realty Company, Ltd., a Texas limited partnership.

4. The address of the registered office of the Partnership is 2600 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102, and the name of the registered agent whose business office address will be the same as the registered office business is W. Robert Cotham.

5. The address of the principal office of the Partnership in the United States where its partnership records are to be kept or made available under Section 1.07 of the Act is 3200 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102.

6. The name, the mailing address, and the street address of the business or residence of each general partner of the Partnership is as follows:

NAME

MAILING AND STREET ADDRESS

TRANSCONTINENTAL PROPERTIES,
INC., an Arizona corporation

420 E. Carrillo Street
Santa Barbara,
California 93101

7. This First Amended and Restated Certificate of Limited Partnership will be effective on the date of filing with the Secretary of State.

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NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

By: [Signature]

Title: Chairman of the Board

WITHDRAWING GENERAL PARTNER
TRANSCONTINENTAL CORPORATION,
a California corporation.

RECORDER'S OFFICE
BY: [Signature]
title: [Signature]
INDIANA

FILING FEE: \$200.00

AMENDED AND RESTATED
PARTNERSHIP AGREEMENT
OF
BOTABA REALTY COMPANY, LTD.
(Formerly Named Botaba Realty Company)

This Amended and Restated Partnership Agreement (the "Agreement") is made and entered into as of this _____ day of May, 1989, by and between BSF Partners, a Texas general partnership ("BSF"), Ronald F. Boeddeker ("Boeddeker"), Transcontinental Corporation, a California corporation ("TC"), and Transcontinental Properties, Inc., an Arizona corporation ("TC Properties"). BSF, Boeddeker, TC, TC Properties and any party admitted as a partner to the Partnership are hereinafter referred to singly as "Partner" or collectively as "Partners."

Recitals:

A. TC and BSF are parties to the Partnership Agreement of Botaba Realty Company, dated as of December 30, 1980 (the "Original Agreement") creating Botaba Realty Company as a Texas general partnership.

B. Boeddeker owns all of the stock of TC, with TC owning all of the stock of TC Properties.

C. TC and BSF desire to continue the business and purpose of Botaba Realty Company and to convert Botaba Realty Company into a limited partnership under the laws of the State of Texas. Incident to such conversion, BSF shall convert its entire interest in Botaba Realty Partners into that of a limited partner and TC shall convert a portion of its interest into that of a limited partner and continue to hold the remainder of its interest as a general partner. TC and BSF also desire to change the name of Botaba Realty Company to Botaba Realty Company, Ltd.

D. Immediately following the conversion of Botaba Realty Company to a limited partnership, TC Properties desires to be admitted as a general partner, and TC desires to distribute a portion of its limited partner's interest to Boeddeker and to contribute its entire general partner's interest to TC Properties. Boeddeker desires to be admitted as a limited partner. Immediately following the admission of TC Properties as a general partner and the distribution by TC of its general partner's interest, TC desires to withdraw as a general partner.

E. By this Agreement, each of the undersigned desire to effect and evidence the foregoing changes, to amend and restate

the Original Agreement to reflect the foregoing changes, and to otherwise amend and restate the Original Agreement as specifically set forth herein.

In consideration of the mutual covenants set forth herein the Partners hereby agree as follows:

ARTICLE I

GENERAL

1.1 Consent; Conversion of Partnership; Admission; Contribution; Withdrawal; Distribution; Name Change.

(a) Each of the undersigned hereby (i) consents for all purposes to each of the transactions contemplated herein and effected hereby, and (ii) waives for all purposes the provisions of Article VI of the Original Agreement.

(b) Effective on the filing of the initial Certificate of Limited Partnership (as defined in Section 1.5 hereof), each of TC and BSF hereby agree to continue as partners and hereby converts Botaba Realty Company into a limited partnership (hereinafter referred to as the "Partnership") formed pursuant to article 6132a-1 Tex. Rev. Civ. Stat. Ann., known as the Texas Revised Limited Partnership Act (the "Act"), (the "Conversion") with (i) TC holding a portion of its interest in the Partnership equal to a five percent (5%) Percentage Interest (as defined herein) as a general partner and the remaining forty-five percent (45%) Percentage Interest as a limited partner, and (ii) BSF holding its entire interest in the Partnership as a limited partner. The name of the Partnership is hereby changed to Botaba Realty Company, Ltd. Contemporaneously with and incident to the Conversion, the undersigned partners of Botaba Realty Company, acting on its behalf as well as Partners in the Partnership, hereby expressly transfer all the right, title and interest of Botaba Realty Company in and to each of its assets and other property rights to the Partnership as its successor-in-interest. The Partnership hereby accepts the foregoing assignment of assets and property rights and, effective as of the Conversion, agrees to assume and perform all obligations of Botaba Realty Company, and to indemnify, defend and hold Botaba Realty Company and its partners harmless from all obligations and liabilities incurred by any of them due to the Partnership's failure to perform such obligations.

(c) Effective immediately following the effective time of the filing of the initial Certificate of Limited Partnership effecting the Conversion (the "Conversion Time"),

TC Properties is hereby admitted to the Partnership as a general partner (the "Admission"). Effective immediately following the Admission, TC hereby contributes its entire general partner's interest in the Partnership to TC Properties (the "Contribution"). Effective immediately following the Contribution, TC hereby withdraws from the Partnership as a general partner (the "Withdrawal"). Each of the undersigned hereby agrees to continue the business and purposes of the Partnership after the Withdrawal, with the TC Properties acting as the General Partner of the Partnership.

(d) Effective immediately following the Conversion Time, TC hereby distributes a portion of its limited partner's interest in the Partnership equal to a twenty-five percent (25%) Percentage Interest to Boeddeker. Boeddeker is hereby admitted to the Partnership as a limited partner. TC shall continue to hold a twenty percent (20%) Percentage Interest in the Partnership as a limited partner.

(e) TC Properties shall be the general partner and is hereinafter sometimes referred to as the "General Partner." BSF, Boeddeker and TC shall each be limited partners and are hereinafter sometimes referred to individually as a "Limited Partner" and collectively as the "Limited Partners."

1.2 Principal Office; Registered Agent and Office. The location of the principal office and place of business of the Partnership shall be at 3200 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102, and/or such other place(s) as the Partners may determine. The General Partner shall be responsible for producing at the Partnership's principal place of business those records required by the Act to be made available there as provided in the Act. The Registered Agent for the Partnership shall be W.R. Robert Cotham. The Registered Office of the Partnership shall be 2600 First City Bank Tower, 201 Main Street, Fort Worth, Texas 76102.

1.3 Purposes and Powers of the Partnership. The purposes of the Partnership shall be:

(a) To acquire substantially all of the assets of Aetna Diversified Properties, Inc. ("Aetna"), which generally consist of mortgages receivable, various parcels of real estate, all of the capital stock of Un Proyexto de la Compania Puerto Kai, Inc., a California corporation, and other assets (hereinafter collectively referred to as the "Acquired Assets"), and to assume certain liabilities in connection therewith (hereinafter collectively referred to as the "Acquired Liabilities"), all as more specifically described in that certain Assets Sale Agreement (Draft of 12/19/80, the "Acquisition Agreement") and in the documents referred to in the Acquisition Agreement and the exhibits thereto;

(b) To arrange a line of credit of up to \$55,500,000 with the First National Bank of Boston for the purpose of financing the acquisition of the Acquired Assets and the Acquired Liabilities, and the granting of security interests therein and for such other purposes described in that certain Revolving Credit Loan and Security Agreement (draft of 12/_/80, the "Revolving Credit Agreement"), and in the documents referred to in the Revolving Credit Agreement and the exhibits thereto;

(c) To own, operate, sell, exchange, hold and deal in the Acquired Assets and the Acquired Liabilities and to pay the Acquired Liabilities and other liabilities of the Partnership as they come due;

(d) As approved by the Partners, to borrow or raise money, and from time to time without limitation as to the amount or manner and time of repayment, to issue, accept, endorse and execute promissory notes and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of such obligations by mortgage upon or hypothecation or pledge or all or any part of Property (as defined Section 5.01 hereof), and

(e) To engage in any other lawful act or activity for which limited partnerships may be organized under the Act and which have been approved by the Partners.

The Partnership shall have all lawful powers necessary or desirable in connection with its business purposes, including, but not limited to, the power to borrow money and to mortgage or pledge its assets in regard thereto. Prior to the Conversion, BSF specifically authorized, empowered and directed TC in the name of and on behalf of the Partnership to execute and deliver the Acquisition Agreement and the Revolving Credit Agreement with such changes therein as TC shall determine in its sole discretion, and all closing documents in connection therewith in such form and substance as it may determine in its sole discretion and otherwise to take any and all action in the name of and on behalf of the Partnership to effect the consummation of the transactions contemplated thereby.

1.4 Term. Botaba Realty Company shall be converted into a Texas limited partnership effective as of the time of filing (the "Effective Date") of the initial Certificate of Limited Partnership in the office of the Secretary of State of the State of Texas, and the Partnership shall continue under this Agreement (as amended from time to time) until dissolved at the earlier of (i) December 31, 2038, or (ii) the occurrence of an event that causes dissolution of the Partnership in accordance with the provisions hereof, and thereafter to the extent provided by applicable law, until wound up and terminated as provided herein.

1.5 Documents; Power of Attorney.

(a) TC shall execute a certificate of limited partnership of the Partnership (as amended from time to time, the "Certificate of Limited Partnership") and cause the same to be filed in the office of the Secretary of State of the State of Texas in accordance with the provisions of the Act. Immediately thereafter, TC and TC Properties shall file an amendment to the Certificate of Limited Partnership reflecting the Admission, the Contribution and the Withdrawal, and shall cause the same to be filed in the office of the Secretary of State of the State of Texas in accordance with the provisions of the Act. The Partners shall promptly execute and duly file with the proper offices in each state in which the Partnership may conduct the activities hereinafter authorized, one or more certificates as required by the laws of such state in effect as to each such state in which the activities of the Partnership are conducted and take any other action or measures necessary in such state or states for the Partnership to conduct such activities.

(b) As of the Effective Date, the Partners shall execute any documents necessary to withdraw any assumed or fictitious name certificates or other similar documents filed by or on behalf of the Partners or the Partnership relating to or required of the Partnership incident to its activities prior to the Effective Date.

(c) As of the Effective Date, the Partners shall promptly execute and duly file with the proper offices in each state which the Partnership may conduct the activities herein authorized, one or more certificates as required by the fictitious name or assumed name act or similar statute in effect as to each such state in order that the Partnership may do business under such fictitious or assumed names as the General Partner shall determine.

(d) For purposes of executing, acknowledging, and filing any certificates or other filings as required pursuant to Sections 1.5(a), (b) and (c) hereof, (together with any amendments thereto necessitated by valid amendments to or acts under this Agreement) each Partner, by such Partner's execution hereof, hereby irrevocably constitutes and appoints TC Properties, for so long as TC Properties is the General Partner of the Partnership, such Partners' duly authorized agent and true and lawful attorney-in-fact.

ARTICLE II

CAPITAL, PROFITS AND LOSSES

2.1 Initial Capital Contributions. The following cash capital contributions have been made by each Partner as follows:

TC Properties	\$ 25,000
BSF	\$250,000
Boeddeker	\$125,000
TC	\$100,000

2.2 Capital Contributions. The Partners may make additional capital contributions in such amounts and manner and at such times as they may subsequently agree.

2.3 Distributions. The Managing Partner shall make distributions to Partners in such amounts and at such times as the Partners shall agree.

2.4 Profits and Losses. All net profits and net losses of the Partnership shall be shared, borne, credited and charged for all purposes in accordance with their respective interests in the Partnership (hereinafter referred to singly as "Percentage Interest" or collectively as "Percentage Interests"), to-wit:

TC Properties	5%
BSF	50%
Boeddeker	25%
TC	20%

2.5 Partner Loans. The Partners may lend money to the Partnership in such amounts, on such terms and at such times as all Partners shall agree.

2.6 Capital Accounts. The amount of a Partner's capital account in the Partnership shall be determined by:

(i) crediting to such account (a) all contributions to the Partnership made by or on behalf of such Partner or his predecessor in interest, including the fair market value of any property contributed (less any liabilities assumed by the Partnership or to which any property may be subject) and (b) all gains and income of the Partnership allocated to such Partner or his predecessor in interest; and

(ii) debiting to such account (a) all withdrawals from the Partnership made by or on behalf of such Partner or his predecessor in interest, including the

fair market value of any property distributed (less any liabilities assumed by the Partner or to which any property may be subject) and (b) all losses and deductions of the Partnership allocated to such Partner or his predecessor in interest.

2.7 Limited Liability of Limited Partners. Notwithstanding anything to the contrary contained herein, the liability of the Limited Partners for any of the debts, losses or obligations of the Partnership shall be limited to the aggregate amount of such Limited Partner's capital contributions. Accordingly, no Limited Partner shall be obligated to provide additional capital to the Partnership or its creditors by way of contribution, loan or otherwise beyond the amount of its capital contributions required of such Partner pursuant to Sections 2.1 and 2.2 hereof. Except as provided in the Act, no Limited Partner shall have any personal liability whatsoever, whether to the Partnership or any third party, for the debts of the Partnership or any of its losses beyond the amount of the Limited Partner's capital contributions.

**Document is the property of
the Lake County Recorder!**
OTHER FINANCIAL AND ACCOUNTING MATTERS

3.1 Method of Accounting. The Partnership shall keep accounts on an accrual basis. The accounts shall readily disclose items that the Partners take into account separately for income tax purposes. As to matters of accounting not provided for in this Agreement, generally accepted accounting principles shall govern.

3.2 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

3.3 Interest on Capital. No interest shall be paid on capital accounts.

3.4 Tax Status, Allocations, and Reports.

(a) Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes, each of the Partners hereby recognized that the Partnership will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the United States Internal Revenue Code of 1986; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Partnership or expand the obligations or liabilities of the Partners. At the request of any Partner, the Partnership shall file an election under Section 754 of the United States Internal Revenue Code of 1986.

(b) Subject to paragraph 5.1(b)(1) hereof, the Managing Partner, or, at the direction of the Managing Partner, the accountants for the Partnership, shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Partnership with any taxing authority.

(c) For accounting and federal and (if any) state income tax purposes, all income, deductions, credits, gains and losses of the Partnership shall be allocated to the Partners in accordance with their respective Percentage Interests.

3.5 Books. The Partnership books shall be kept at such place as approved by the Partners, and each Partner shall at all times have access to and may inspect and copy any of them.

3.6 Bank Accounts. The Partnership shall maintain such bank accounts as the Partners shall determine. Checks will be drawn for Partnership purposes only and, subject to the limitations set forth in paragraph 5.1 hereof, may be signed by any person or persons designated by the Managing Partner. All money received by the Partnership shall be deposited in such account or accounts.

3.7 Partnership Indebtedness. The Partnership hereby expressly reaffirms and assumes all indebtedness and other obligations of Botaba Realty Partners under and pursuant to the Revolving Credit Agreement and the financing arrangements contemplated therein.

ARTICLE IV

PROPERTY

4.1 Partnership Property. The Acquired Assets and all other assets acquired by the Partnership shall become Partnership property (the "Property").

4.2 Method of Holding Partnership Property. The Property may, upon approval of the Partners, be acquired and conveyed in the name of any Partner or other person as nominee for the Partnership. The Property shall be recorded as Partnership property in the Partnership accounts.

ARTICLE V
MANAGEMENT

5.1 Management of Partnership.

(a) Except as expressly provided herein, the right to manage, control and conduct the business and affairs of the partnership shall be vested in the General Partner (also sometimes referred to as the "Managing Partner"). The Limited Partners shall not take part in the management of the affairs of the Partnership or control the Partnership business, and the Limited Partners may under no circumstances sign for or bind the Partnership. Except as expressly limited herein, the General Partner shall have the rights, authority, and powers of a general partner with respect to the Partnership business and the Property as set forth in the Act as in effect on the Effective Date.

(b) Except as specifically authorized in paragraph 1.3, no act shall be taken or sum expended or obligation incurred by the Partnership or any Partner with respect to any matter (a decision or decisions respecting any such matter is hereinafter referred to singly as a "Major Decision" and collectively as "Major Decisions"), not within the normal, day-to-day management or operation of the Property, or affecting directly or indirectly, the Partnership, unless approved in writing by the Partners in accordance with Section 5.1(c) below, including without limitation the following:

- (1) Select depreciation and accounting methods and making other decisions with respect to treatment of any transaction for federal income tax purposes;
- (2) Assign the Property in trust for creditors or on the assignee's promise to pay the debts of the Partnership;
- (3) Dispose of the goodwill of the Partnership;
- (4) Do any act that would make it impossible to carry on the ordinary business of the Partnership;
- (5) Confess a judgment;
- (6) Submit a Partnership claim or liability to arbitration or reference; or
- (7) Enter into any agreement to accomplish any of (1) - (6) above.

(c) As used in this Agreement, the terms "approved by the Partners" or "approval of the Partners" means approval or consent by a Partner or Partners owning at least fifty-one percent (51%) of the Percentage Interests.

(d) The General Partner or any other Partner may at any time request approval of the Partners of a Major Decision by giving written notice to the Partners of such proposed Major Decision in the manner provided herein for notice to the Partners. Each Partner shall, within 10 days after receipt (as provided in paragraph 8.3 hereof) of such notice, indicate by notice to the General Partner its approval or disapproval of such Major Decision. Failure of a Partner to so notify the General Partner of its approval or disapproval within such 10 day period shall be deemed disapproval by such Partner of such Major Decision.

(e) No Partner has authority to take any action on behalf of the Partnership not specifically authorized by this Agreement, and all unauthorized acts are voidable at the option of any other Partner and the Partnership. In addition to any other remedy provided by law or otherwise, and without affecting the rights of the Partners respecting failure to comply with other provisions hereof, the taking by any Partner of any action on behalf of the Partnership except in accordance with the provisions of this paragraph 5.1 shall render said Partner liable in damages to the other Partners for losses suffered by them or by the Partnership as a result thereof, and shall entitle the Partnership or any other Partner at the sole cost and expense of said Partner to rescind or force said Partner to rescind any such action, to enjoin the taking of such action, or to require specific performance of the provisions hereof.

5.2 Time. The Partners shall not be required to devote their full time and attention to the business of the Partnership, but only such time as the Partners deem necessary for the proper conduct of Partnership affairs.

5.3 Indemnification. The Partnership will indemnify, defend and hold harmless the Partners, to the extent of the Partnership Assets and in accordance with the provisions of the Act, from and against any losses, expenses, judgments, fines, settlements and damages incurred by the Partnership or any Partner arising out of any claim based upon acts performed or omitted to be performed by the Partnership or any Partner in connection with the business of the Partnership, including without limitation costs, expenses and attorneys' fees expended in the settlement or defense of any such claim, except that such indemnification rights do not extend to claims arising out of any action or inaction of any Partner taken or omitted to be taken in bad faith or constituting gross negligence or willful misconduct.

ARTICLE VI

ASSIGNMENT OF A PARTNER'S INTEREST;
ADMISSION OF PARTNERS; WITHDRAWAL

6.1 Void Transfers. Any assignment, sale, transfer, pledge, mortgage, hypothecation or other encumbrance of any interest in the Partnership, or any agreement therefor, not specifically provided for in this Agreement shall be void.

6.2 Consent. No assignee or transferee of a Partner shall become a member of the Partnership without the written consent of the other Partners. Further, no person may be admitted to the Partnership as an additional or substituted Partner unless he shall agree in writing to be bound by all of the provisions of this Agreement.

6.3 Binding Effect. The provisions of this Article VI shall be binding upon any transferee of any Percentage Interest.

**Document is
NOT OFFICIAL!**

ARTICLE VII

**This Document is the property of
DISSOLUTION; CONTINUATION; TERMINATION
the Lake County Recorder!**

7.1 Dissolution of Partnership. The Partnership shall be dissolved upon the occurrence of any of the following:

(a) The withdrawal, as defined in the Act, of a Partner ("Withdrawing Partner").

(b) The sale of substantially all of the Property, making it impossible or impractical for the Partnership to carry on its business.

7.2 Accounting on Dissolution. As soon as practicable after dissolution, net profits or net losses of the Partnership shall be credited or debited to the Partners in accordance with their respective Percentage Interests.

7.3 Option to Purchase Terminated Interest. On dissolution of the Partnership pursuant to paragraph 7.1(a) (unless continued as provided therein), the remaining Partner (if more than one, purchases shall be pro rata based on Percentage Interests of those remaining Partners desiring to purchase) on written notice to the Withdrawing Partner or its legal representative within 30 days after such dissolution, may purchase the Percentage Interest of the Withdrawing Partner by paying to the Withdrawing Partner or his legal representative the value of such Percentage Interest as determined as provided in paragraph 7.4 herein.

7.4 Purchase Price of Percentage Interest. On exercise of the option described in paragraph 7.3 herein to purchase the Percentage Interest of a Withdrawing Partner, the remaining Partner(s) shall pay to the person legally entitled thereto the net book value of such Percentage Interest as shown on a balance sheet of the Partnership prepared in accordance with paragraph 3.1 hereof as of the last day of the month preceeding the date of dissolution (or on such date if the Percentage Interests shall have changed during the month dissolution shall have occurred) together with, or reduced by, as the case may be, the full unwithdrawn portion of such Withdrawing Partner's share of any net profits earned or net losses accrued by the Partnership between the date of such accounting and the date of dissolution of the Partnership.

7.5 Winding Up and Liquidation. Upon dissolution and at the direction of a Partner to be appointed by approval of the Partners (hereinafter referred to as the "Liquidating Partner"), a full accounting of the assets and liabilities of the Partnership shall be taken and a statement of the Partnership assets and a statement of each Partner's capital account shall be furnished to all Partners as soon as is reasonably practicable, and the Partnership shall be wound up, liquidated and terminated as rapidly as business circumstances will permit, unless the Partnership is continued pursuant to the Act. The Liquidating Partner shall ascertain the fair market value of all Property which remains unsold and which is to be distributed in kind as provided herein, and each Partner's capital account shall be charged or credited, as the case may be, as if such Property had been sold at such fair market value and income, gains, losses, deductions and credits realized thereby had been allocated to the Partners in accordance with the provisions hereof. The assets shall be applied to the following purposes in the following order of priority:

(a) To pay or provide for all amounts owing by the Partnership to creditors other than Partners, and for expenses of winding up;

(b) To pay or provide for all amounts owing by the Partnership to Partners other than for capital and profits; and

(c) After all resulting items of Partnership income, gain, loss or deduction are credited or debited to the capital accounts of the Partners in accordance with the provisions hereof, to distribute all remaining Property among the Partners in accordance with their respective capital accounts.

Any remaining Property distributed to the Partners, other than cash or cash equivalents, shall be distributed to the Partners as tenants-in-common, and no Partner shall be entitled to seek a partition of such Property.

7.6 Termination. The Partnership shall be terminated upon its winding up and liquidation as provided in paragraph 7.5. On termination, a Partner may not demand and receive cash in return for his contribution. Distribution on termination may be made by each Partner's receiving an undivided interest in any remaining Property.

7.7 Indemnification. The Liquidating Partner shall be indemnified and held harmless by the Partnership from and against any and all claims, demands, liabilities, costs, damages, and causes of action of any nature whatsoever, arising out of or incidental to the taking of any action by it authorized under, or within the scope of, this Article VII ("Damages"); provided, however, that the Liquidating Partner shall not be entitled to indemnification hereunder where the claim at issue arose out of:

(a) a matter entirely unrelated to the Liquidating Partner acting under the provisions of this Article VII; or

(b) the proven gross negligence or willful misconduct of the Liquidating Partner.

Should the Liquidating Partner not be entitled to indemnification for damages because the claim at issue arose out of (a) or (b) above, then the Partnership shall be indemnified and held harmless by the Liquidating Partner for such Damages. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights, remedies, and recourses to which the Liquidating Partner or the Partnership, as the case may be, shall be entitled, at law or in equity.

ARTICLE VIII

MISCELLANEOUS

8.1 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

8.2 Additional Documents. Each Partner shall execute all certificates, amendments, instruments, or other documents as may be required by the laws of the State of Texas or any other jurisdiction, or by any other applicable public body or agency, in order to document or effectuate the intentions of the parties as set out in this Agreement.

8.3 Notices. All notices allowed or required to be given hereunder must be in writing and dispatched by United States certified mail, return receipt requested, to the addresses shown below. Any party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other parties of such change. Any time limitation provided for in this Agreement shall commence with the date following that on which the party actually receives such written notice, and the date or postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

8.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understandings or agreements among them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreement, oral or written, among the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

8.5 Binding Effect. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall bind the Partners, their successors, heirs, legal representatives and assigns.

8.6 Counterpart. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document.

8.7 Tense and Gender. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. In all cases the masculine gender shall include the neuter and feminine genders and vice versa.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements to be entirely performed within such state.

8.9 Competing Business. Notwithstanding anything to the contrary contained in or inferable from this Agreement, the Act or any other statute or principle of law, neither the Partners nor any of their shareholders, directors, officers, employees, partners or Affiliates (each a "Partner Affiliate") shall be prohibited or restricted in any way from investing in or conducting, and may invest in and/or conduct, businesses of any nature whatsoever, including the ownership and operation of businesses or properties similar to or in the same geographical area as those held by the Partnership. Any investment in or conduct of any such business by a Partner or any Partner Affiliate shall not give rise to any claim for an accounting by the other Partners or the Partnership or any right to claim any interest therein or the profits therefrom.

Except as otherwise expressly provided to the contrary herein the undersigned have executed this Amended and Restated Partnership Agreement of Botaba Realty Company, Ltd. in multiple counterparts to be effective as of the Effective Date.

ADDRESS

c/o Transcontinental Corporation TRANSCONTINENTAL PROPERTIES,
420 East Carrillo the Lake County Recorder, INC., an Arizona corporation
Santa Barbara, California 93102

3200 First City Bank Tower BSE PARTNERS, a Texas general
201 Main Street partnership
Fort Worth, Texas 76102

c/o Transcontinental Corporation
420 East Carrillo
Santa Barbara, California 93102
RONALD F. BOEDDEKER

1659J-(F)(1)

420 East Carrillo
Santa Barbara, California 93102

TRANSCONTINENTAL CORPORATION,
a California corporation

By: *[Signature]*

Title: *Pres*

