

exercise any other rights of any policy he owns subject to this agreement in such manner as to defeat the purpose of the insurance. He further agrees that he will not exercise any of such rights without securing the written consent of the insured.

ARTICLE XVI.

DISSOLUTION

1. The Partnership shall be dissolved upon the (a) interdiction of a Partner; (b) bankruptcy of a Partner; (c) sale of the land and building; (d) the agreement of 66-2/3% of the Partners; or (e) on December 31, 2079, whichever shall first occur.

2. Dissolution by reason of the interdiction of a Partner or the bankruptcy of a Partner, shall not terminate the Partnership business but the Partnership shall be continued by the remaining Partners and the remaining Partners shall be bound by the terms of this Agreement.

ARTICLE XVII.

TERMINATION

The Partnership may be terminated by the agreement of 2/3rds of the Partners in writing. The Partnership shall be terminated upon the sale of the holdings or on December 31, 2079. The Managing Partner shall continue to supervise the Partnership affairs during termination and liquidation.

ARTICLE XVIII.

LIQUIDATION

1. Upon dissolution and termination and after the payment of all debts of the Partnership other than the debts to the former Partners, the Partnership shall be distributed to the former Partners in the following manner:

A. First, the profits or losses incurred in the operation of the Partnership during the period beginning on the first day of the calendar year of the liquidation should be credited or charged to the Partners' capital accounts in accordance with their Partnership Interests. For purposes of this subsection, any gains or losses incurred in selling any assets of the

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