

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 terminate 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 Partnership shall be deemed gains or losses incurred in the operation of the Partnership.

b. Second, if the Partnership holds property, the fair market value of which exceeds or is exceeded by, the property's adjusted basis in the hands of the Partnership, then for purposes of this Section, such property shall be deemed to have been sold for its fair market value and any gain or loss calculated under this subsection shall be credited or charged to the Partners' capital accounts in accordance with their Partnership Interests.

c. The Partnership property, valued at the fair market, shall be distributed to the former Partners in the proportion of their respective capital accounts.