

otherwise dealing in or with the business of the Property or the Partnership;

(f) Execute any guaranty or accommodation endorsement;
or

(g) Sell, exchange or convey title to, or contract to sell or grant an option for the sale of or otherwise dispose of in any manner, all or any material portion of the Property or other assets of the Partnership (provided, however, that the Managing Partner may enter into purchase contracts for individual units of the Project on behalf of the Partnership, as owner and deeds pursuant thereto).

VIII.

VOLUNTARY TERMINATION

The Partnership may be dissolved at any time by agreement of Partners owning a majority interest in the Partnership, in which event the Partners shall proceed with reasonable promptness to sell the real and personal property owned by the Partnership and to liquidate the business of the Partnership. Upon the dissolution, the assets of the Partnership business shall be used and distributed in the following order: (a) to pay or provide for the payment of all debts of the Partnership, including all liabilities and liquidating expenses and obligations, including any indebtedness to Partners as provided under Section 9.01 in the Agreement; (b) to pay all amounts owed to Partners as provided with respect to any credit balances in their respective income accounts; and (c) to pay all amounts owed to Partners with respect to their respective capital accounts. Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in the proportion of their interests in profits and losses. Any property distributed in kind in the liquidation shall be valued and treated as though such property were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the Partners in the proportions of their interests in profits or losses as specified in Article VI of the Agreement.