

22. Distribution on Dissolution.

(a) Upon any dissolution or termination of the partnership, the accountants then retained by the partnership shall prepare a statement setting forth the assets and liabilities of the partnership as of the date of dissolution, and such statement shall be furnished to all the partners (Limited or General).

(b) The assets shall be liquidated as promptly as possible, but in an orderly and business-like manner so as not to involve undue sacrifice, and the proceeds thereof shall be applied and distributed in the following order of priority:

(1) To the payment of the debts and liabilities of the partnership and the expenses of liquidation and including the debts of the partnership representing advances described in paragraph 11 or compensation accruals described in paragraph 14(b).

(2) To the setting up of any reserves which the General Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the General Partners arising out of or in connection with the partnership. Said reserves shall be paid over by the General Partner(s) to an attorney at law of Georgia, as escrowee to be held by him for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies and at the expiration of such period as the General Partner(s) shall deem advisable, to distribute the balance thereafter remaining in the manner provided in subdivisions (3) and (4) of this paragraph in the order named.

(3) To the repayment of all the partners (Limited and General) of the amount of their contributions to the capital of the partnership, less any amounts distributed to them pursuant to paragraphs 9 and 10 of this Agreement; but should the amount available for such repayment be insufficient, then pro rata among all the partners (Limited and