

Section 17.2 Gains or Losses in Winding Up

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 or losses. Any property distributed in kind in the liquidation shall be valued and treated as though the property were sold and the cash proceeds were 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 VII.

Section 17.3 Balance Owed by a Partner

If, pursuant to winding up any partner should have a debit balance in his or her capital account, whether by reason of losses in liquidating Partnership assets or otherwise, the debit balance shall represent an obligation from such partner to the other partners, to be paid in cash within thirty (30) days after written demand by the other partners.

ARTICLE XVIII

Waiver of Right to Court Decree of Dissolution

The partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any partner should bring an action in court to dissolve this Partnership.