

4421-173

On the determination by vote of the other Partners that a Partner is to be expelled, he shall be immediately expelled and shall have no further right or interest in the Partnership or any of its assets, or records. No Partner shall be expelled without first giving him written notice that in the opinion of the other Partners, he is not carrying out his responsibilities as set forth in this Agreement and giving him reasonable opportunity to perform.

Realizing that the stated cause for expulsion, and the expulsion itself will damage the Partnership in amounts and ways that cannot be calculated, each Partner agrees that the Partnership shall succeed to all rights of the expelled Partner under this Agreement and shall retain one-half ($\frac{1}{2}$) of all sums unpaid by it to the expelled Partner, whether accrued or not at that time, as liquidated damages. Expulsion from the Partnership, if protested, will be settled by arbitration as previously outlined.

(14) Liquidation.

(a) The Partnership shall be dissolved upon any of the events described in paragraph (4) above, and the affairs thereof shall be wound up and its assets liquidated as soon thereafter as is practicable.

(b) Upon the dissolution of the Partnership, the assets of the Partnership shall be liquidated, and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(i) First, to the payment of debts and liabilities of the Partnership and the expenses of liquidation;

(ii) Second, to the setting up of any reserves which the majority of the Partners deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserves shall be paid over to an escrowee for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, at the expiration of such period, as a majority of the Partners shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided;

(iii) Any proceeds then remaining shall be distributed to the Partners, in the proportion that the percent of Interests owned by each such Partner bears to the total Interest owned by all such Partners.

(c) A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and discharge of liabilities