

to exercise the option to purchase his prorata share of the interest of the selling party, the other remaining Partners may purchase the interest of the selling party according to their proportionate interest.

11. FAILURE TO MAKE SUBSEQUENT CONTRIBUTIONS: In the event any Partner should fail to make his contribution to any advance of funds required under the provisions hereof, within ten (10) days after written notice to make said contributions, then, in that event, any one (1) or more of the non-defaulting Partners may:

a. Advance such funds to the partnership and the amount advanced shall be a loan from each Partner advancing such funds to the defaulting Partner. Such loan shall bear interest at the rate of ten (10%) per cent per annum from the date so advanced until paid.

b. If said loan, together with interest thereon, has not been repaid within thirty (30) days from the date of said advancement, then and in that event, any Partner or Partners who advanced such funds in accordance with the provision may purchase the non-contributing Partner's interest in the partnership at an amount which shall be the aggregate amount of all capital and advances of the defaulting Partner in the partnership, reduced by the aggregate amount of all sums owed by the Partner to the partnership. Each non-defaulting Partner shall have the right to purchase the defaulting Partner's interest in the Partnership in the proportion that the non-defaulting Partner's interest in the profits and losses of the partnership bears the total of such interest of all non-defaulting Partners electing to purchase said defaulting Partner's interest. Any and all reasonable costs incurred by the purchasing Partners in connection with purchasing the defaulting Partner's interest shall be borne by the withdrawing Partner.

c. In the event no Partner or Partners wish to lend a defaulting Partner funds as provided in subparagraph a.

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