

(3) Should any Partner have a debit balance in his capital account, whether by reason of losses in liquidating Partnership assets or otherwise, the debit balance shall represent an obligation from him to the other Partners and be paid in cash within ninety (90) days after written demand by the other Partners.

ARTICLE X

DEATH OF OR BANKRUPTCY OF A PARTNER

In the event that any Partner shall die, become bankrupt, insolvent, be declared legally incompetent, or make an assignment for the benefit of creditors, or becomes subject to the administration of his assets in any kind of voluntary or involuntary creditor's proceedings, the Partnership shall not be terminated or dissolved immediately and such Partner's interest shall pass to his estate or to such other person or persons as may be designated by such Partner's Last Will and Testament, or to his personal representative until the Partnership has concluded all business and is dissolved. Within thirty (30) days after receipt of the notice of a Partner's death, bankruptcy, insolvency, being declared legally incompetent, or assignment for the benefit of his creditors, by the Partnership, the Partnership shall have an option to purchase the Partner's interest at a price as determined by the provisions of Article XII. If the Partnership does not elect to purchase such interest, then the deceased Partner's estate or personal representative shall, without further action, become a substitute Partner and shall be entitled to all rights, privileges, and powers granted under the terms of this Agreement, until the Partnership has concluded all business and is dissolved.

ARTICLE XI

SALE OF PARTNERSHIP INTEREST

(1) No Partner shall have a right at any time to withdraw or retire from the Partnership unless the Partnership is dissolved as hereinabove provided.

(2) In the event any Partner shall at any time wish to sell his Partnership interest, he shall first give written notice to the Partnership of his intention to sell such interest and the name of the person or persons to whom he proposes to sell it. Upon receipt of such notice, the Partnership shall have an option for a period of thirty (30) days to purchase such Partner's

0720

4328 RV-2