

(c) In the event the non-defaulting partner does not wish to lend the defaulting partner funds as provided in sub-paragraph (a) hereof, then such non-defaulting partner may, at his option, purchase the non-contributing partner's interest in the partnership in 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; or in the alternative, if either partner so elects, this partnership may then be terminated.

ARTICLE XI.

RESTRICTIONS AGAINST ASSIGNMENT

(a) No partner shall, during his lifetime or at his death, have the right to assign, transfer, give, sell or make any other disposition of any part or all of his interest in this partnership, or the property thereto, except with the prior written consent of the other partner.

(b) If any partner should desire to sell, give or assign his interest in the partnership, or any portion thereof, to any person, he shall first offer to sell such interest to the other partner at a price not to exceed the price at which he proposes to sell his interest to any prospective purchaser and on the same terms and conditions offered in writing to such prospective purchaser. The offeree shall have a period of thirty (30) days from the time such written offer is received within which to accept the same. In the event the offeree does not desire to purchase the offeror's interest in said partnership, then and in such event, the offeror shall be entitled to sell his interest in