

(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 who advanced such funds in accordance with the provisions 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. The 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 the non-defaulting Partner electing to purchase said defaulting Partner's interest. Any and all reasonable costs incurred by the purchasing Partner in connection with purchasing the defaulting Partner's interest shall be borne by the withdrawing Partner.

(c) In the event no Partner wishes to lend a defaulting Partner funds as provided in sub-paragraph (a) hereof, then said non-defaulting Partner may, at his option, 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. Any and all reasonable costs incurred by the purchasing Partner in connection with purchasing the defaulting Partner's interest shall be borne by the withdrawing Partner.

(13) DEATH OF A PARTNER: The death of a Partner shall cause a dissolution of the Partnership, but the surviving Partner shall have the right to continue the Partnership business. In the event of the death of a Partner, the heirs, legatees or successor in interest (as the case may be) of that Partner shall become a Transferee of the interest of that Partner and be entitled to all further distributions on account of the interest of that Partner.

(14) SUCCESSORS IN INTEREST: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the

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