

disbursements to the Partner who advanced such funds in accordance with this provision and each Partner hereby releases the Partnership and other Partners from any and all claims or liabilities for making such disbursements.

(b) If said loan, together with the interest thereon, has not been repaid within sixty (60) days from the date of said advancement, then and in that event, the Partner who advanced such funds in accordance with this provision 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. 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 to the total of such interest of the non-defaulting Partner electing to purchase said non-defaulting Partner's interest.

(c) In the event the non-defaulting Partner wishes to lend the defaulting Partner funds as provided in subparagraph (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, this Partnership may be then terminated.

ARTICLE X.

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

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