

Should there be any disagreement between the selling party and the remaining Partners as to the value of the interest being sold, then the selling party shall appoint a representative, the remaining Partners shall appoint a representative, and these two (2) representatives shall appoint a third representative. These three (3) persons shall act as an appraisal committee and they shall then determine the fair market value of the interest of the selling party and the parties shall be bound by the value in the event the option is exercised by the remaining partners. Any costs of such appraisal shall be paid by the selling party.

After receipt of written notice of intention to sell or dispose of the interest from the selling party and after the appraisal, the remaining Partners shall have a thirty (30) day option to elect to purchase said interest and said remaining Partners shall have ninety (90) days from the date they notify the selling party of their intention to exercise the option to pay for said interest. Should any of the remaining Partners fail 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 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 eight (8%) 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-

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