

each defaulting Partner in writing within eighty (80) days of such default; and that the same remedy shall be elected as to each Partner who defaults on a particular call for additional funds. In no event, however, may the Partnership require a contribution of additional funds under subparagraph 7(b) above from a Partner after receipt by it from the Partner of a written notice and offer as provided hereinbelow in paragraph 11 until sixty-one (61) days shall have expired thereafter, or until the day after the sale is consummated, whichever event occurs first, unless the selling Partner consents thereto.

(d) Holder of Assignee's Interest. Solely for purposes of this paragraph 7, the term "Partner" shall include the holder of an assignee's interest as described in subparagraph 11(d), and such holder shall have all the obligations and rights of a Partner set forth in this paragraph; provided, however, that if such a holder purchases the interest of a defaulting Partner pursuant to the provisions of subparagraph 7(c), the interest acquired also shall be merely an assignee's interest.

(e) General. The foregoing provisions of this paragraph 7 are not intended to be for the benefit of any creditor (other than a Partner) or the Partnership, or any person (other than a Partner) to whom any debts, liabilities, or obligations are owed by the Partnership or any of the Partners, and no such creditor or other person shall obtain any rights under such provisions or shall by reason of such provisions make any claim in respect of any of the aforesaid debts, liabilities, or obligations against the Partnership or any of the Partners.

8. Voting, Restrictions, and Management. (a)

Voting. Whenever a vote of the Partners is required under this agreement, each Partner shall be entitled to vote in proportion to the Partner's percentage interest in the Partnership profits and losses as set forth in paragraph 5, except for any Partner expressly prohibited from voting in a particular transaction pursuant to any provision hereof.