

hereof, then said non-defaulting Partners may, at their 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 owned by the partner to the Partnership. Any and all reasonable costs incurred by the purchasing Partners in connection with purchasing the defaulting Partner's interest shall be borne by the withdrawing Partner.

12. DEATH OF A PARTNER: The death of a Partner shall cause a dissolution of the partnership, but the surviving Partners 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.

13. SUCCESSORS IN INTEREST: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of any of the parties to this Agreement.

14. PARTNERS JOINTLY AND SEVERALLY LIABLE ON NOTE: The Partners shall be jointly and severally liable on the note executed by the partnership in the purchase of the property described in Exhibit "A" attached hereto.

15. SEPARATE SHEETS FOR EXECUTION OF THE PARTNERSHIP AGREEMENT: The Partnership Agreement may be executed in one (1) or more counterparts and each such counterpart shall, for all purposes, be deemed an original, but all counterparts shall together constitute but one (1) and the same instrument. The signature page from all such counterparts, after having been signed, shall be attached to one (1) such counterpart which, when combined with such signature pages, shall be deemed to constitute an original copy of this Partnership Agreement.

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