

solved by the mutual consent of all partners. In case of the death or other disability of any partner, then the personal representative of such deceased or otherwise disabled member shall have the right and privilege to continue the estate as such partner for one year from date of such death or disability.

However, neither partner shall be privileged to sell, encumber, assign, lease, assign or otherwise dispose of or transfer his or her interest in the said business, or any of the property, real or personal, of the said business or partnership, without first giving to the other partners the option, right and refusal of the purchase thereof at the same price as any bona fide offer such member desiring to sell or assign or otherwise dispose of his interest may have therefor; and such remaining members shall have ten days from notification of such desire and offer in which to accept or reject such offer.

This provision shall also apply to the interest of any member who shall die or become disabled, with the same right to the remaining members to accept or reject offers made bona fides for the interest of any such deceased or disabled member.

Each member of the said partnership shall devote such time and attention to the conduct, operation, promotion and preservation of the said partnership business and property as may be necessary therefor, and each such partner shall receive such salary, drawing account or other form of compensation as the said partners may from time to time determine and establish.

Any changes in, modifications of or additions to this agreement shall be endorsed in writing and signed by the parties to be bound thereby.

The bankruptcy or insolvency of any member of the partnership shall at once give to the remaining members the right to purchase the rights and interests of such bankrupt or insolvent member in both the business and the property, real and personal, at the appraised price thereof.