

prospective purchaser. The offerees shall have a period of Thirty (30) days from the time such written offer is received within which to accept the same. Each offeree shall be entitled to purchase the interest in the property so offered in the same proportion as at the time of such offer his or her interest in the profits and losses of the Partnership bears to the total such interest of the offeree; in the event such offeree declines to purchase the interest which he or she is entitled to purchase, the other offerees shall have a period of Ten (10) days from the expiration of the Thirty (30) day period specified above, within which to accept, proportional to their interest in such profits and losses of the Partnership, the offer with respect to the interest so declined. In the event none of the offerees desire to purchase the offeror's interest in said Partnership or in the event the offerees shall purchase only a portion thereof, then and in such event, the offeror shall be entitled to sell his or her interest, all or a portion thereof (as the case may be) in this Partnership to the party designated in said written notice and such purchaser shall be subject to all restrictions imposed by this Partnership Agreement upon each Partner.

ARTICLE X.

DEATH OF A PARTNER

Upon the death of any Partner hereto, the Partnership shall not terminate, but shall continue as a Partnership without interruption. Upon the death of any Partner hereto, the deceased Partner's interest shall pass according to the terms of his or her Last Will and Testament or the Statute of Descent and Distribution, as the case may be, with said assignee to hold the Partnership interest subject to all restrictions imposed by the Partnership Agreement upon each Partner hereto.

ARTICLE XI.

AUTHORITY

All decisions, respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by the Partners owning a majority interest in the profits and losses of the Partnership; any decisions to sell all or any portion of the Partnership shall require the unanimous consent of all Partners. No individual Partner is