

to the Partnership and then to the other Partners at such lower price pursuant to the procedure and upon the terms and conditions set out above in Section 8(b) of this Partnership Agreement.

9. DEATH. Upon the death of any Partner, the Partnership shall terminate; provided, however, the Partnership or the surviving Partners shall have a right to either purchase the interest of the deceased Partner in the terminated Partnership and continue the business or to terminate the Partnership and liquidate the business. If the Partnership or the surviving Partners elect to purchase the decedent's interest, they shall serve notice in writing of such election within three (3) months after the death of the Partner, upon the executors or administrators of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the deceased Partner at the last-known address of such heir. Said three (3) month period of time shall be hereinafter called "Election Period." If the Partnership or the surviving Partners elect to purchase the interest of the decedent in the Partnership, the amount paid shall be calculated as provided for under Section 11 of this Partnership Agreement.

In the absence of any other agreement between them, each surviving partner shall have the primary right to purchase that portion of the decedent's entire partnership interest computed by the proportion which such survivor's percentage interest of the partnership profits bears to the percentage of the other surviving partners in such profits, and also a secondary right to purchase any remaining portion of the decedent's partnership interest not desired for purchase by any other surviving partner in the exercise of his primary right; if there is more than one surviving partner desiring to exercise secondary rights to purchase any such remaining portion, they shall be entitled to purchase the same proportionately. Notwithstanding the foregoing, the election of the surviving partners to purchase portions not aggregating the decedent's entire partnership interest shall be of no effect.

The amount paid to any Partner for his interest in the Partnership shall be paid with 6% interest in four (4) semi-annual installments beginning six (6) months after the end of the calendar month in which the Partner's death occurred.

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