Death of a Partner: 13.

Upon the death of either Partners, the Partnership shall not terminate, but the survivor of the Partners shall purchase the entire interest of the deceased Partner at a purchase price equal to the deceased Partner's capital account at the date of his death, adjusted as herein provided. The deceased Partner's capital account shall be increased by his share of Partnership profits or decreased by his share of Partnership losses, for the period beginning of the fiscal year in which his death occurs until the date of his death and shall be decreased by his withdrawals of Partnership profits during such period. The real estate owned by the Partnership shall be appraised as of the date of death of the deceased Partner by three (3) appraisers, one of which shall be selected by the Managing Partner, of which shall be selected by the legal representative of the estate of the deceased Partner and one of which shall be mutually named by the other two (2) said appraisers. Said three (3) appraisers by a majority vote shall set the appraised value of said real estate within sixty (60) days of the date of death of the deceased Partner. THEN YEAR YEAR WAYNE WAYNE WAYNE WAYN WHEN YEAR WAYNE WAN WAYNE WAYNE WAYNE WAN WAYNE WAN The proportionate share of the difference between the appraised value of said real estate and its value as carried on the books of the Partnership shall be added to, or deducted from the deceased Partner's capital account. As thus adjusted, the deceased Partner's capital account shall be taken as shown on the books of the Partnership without any allowance for goodwill, trade name or other intangible assets. The surviving Partners shall pay the amount of the deceased Partner's interest in the Partnership as hereinabove computed to the legal representative of the deceased Partner's estate within six (6) months from the date of death of such deceased Partner. When the estate of the deceased Partner shall have received payments hereinabove provided, such estate shall have no further claim or interest in the assets or business of the Partnership, or against the surviving Partners. The estate of the deceased Partner shall not share in the profits or losses of the Partnership from the date of death of the deceased Partner. G. Vinson Atkison shall have the sole discretion in all Partnership matters from the date of death of the deceased Partner.

Dissolution: 14.

This Partnership shall terminate and be dissolved upon the sale by the Partnership of all or substantially all of its assets or upon direction in writing from the Managing Partner. Notwithstanding any other provisions of this agreement, upon the dissolution of the Partnership, the Partners shall have the



AND A SERVICE