

All partners agree that their estate and/or heirs shall accept the payment as provided for in this Section in full satisfaction of their payment for their interest in the Partnership and that their personal representative or such other appropriate person shall execute all necessary documents to transfer said deceased portion's interest at the time the first installment payment is made.

If neither the Partnership nor the surviving Partners elect to purchase the entire interest of the decedent in the Partnership as provided in this Section 9, they shall proceed with reasonable promptness to liquidate the business of the Partnership. The surviving Partners and the estate of the deceased Partner shall share pro rata in the profits and losses of the business during the period of liquidation, except that the decedent's estate shall not be liable for losses in excess of the decedent's interest in the Partnership at the time of his death. No compensation shall be paid to the surviving Partners for their services in liquidation. Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the Partnership business shall be the same as stated in Section 13.

10. RETIREMENT, TOTAL DISABILITY, WITHDRAWAL, INSANITY OR ADJUDICATION OF BANKRUPTCY. In the event that any Partner shall retire from the Partnership, become totally disabled, be adjudicated bankrupt or insane, or withdraw from the Partnership, the Partnership shall terminate; provided, however, the Partnership or the remaining Partners may purchase the interest of the retired, disabled, insane, bankrupt or withdrawing partner and continue the business. If they elect to continue the Partnership and purchase said Partner's interest, the continuing Partnership or the remaining partners shall pay the retiring, totally disabled, withdrawing, insane or bankrupt Partner in full satisfaction and payment for his entire interest in the Partnership an amount calculated in Section 11. If the Partnership or the remaining Partners elect to purchase the interest of any totally disabled, withdrawing, retiring, bankrupt or insane Partner, they shall serve notice in writing of such

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