

indemnify, by written agreement, the selling Partner against all then known and fixed liabilities, claims, or demands which exist (but not as to unknown and unfixed liabilities) which may thereafter be asserted against the selling Partner solely by virtue of his having formerly owned an interest in the Partnership.

(g) Liability of Transferor or Withdrawing Partner. Unless otherwise unanimously agreed in writing, upon the occurrence of any transfer, gift, sale or other disposition of his Partnership interest by a Partner, or the withdrawal of a Partner, or upon a Partner's death, incapacity, or bankruptcy, the transferor or withdrawing Partner, the incapacitated or bankrupt Partner, or the successor in interest of a deceased Partner, as the case may be, shall continue to be liable for any and all debts, obligations, or liabilities incurred by the Partnership prior to such transfer, withdrawal, death or other event.

12. Death. (a) Option to Purchase. As provided in paragraph 11(c), the death of a Partner shall not terminate the Partnership venture. Upon the death of a Partner, each continuing Partner shall have the right to purchase up to that proportion of the deceased Partner's interest which each continuing Partner's percentage of Partnership interest bears to the total percentage of Partnership interests of all continuing Partners. If any continuing Partner does not desire to purchase his or its proportion (the Partner must purchase all or none of his or its proportion) of the deceased Partner's interest, the other continuing Partners may purchase additional proportions pro rata. However, should any Partner elect to purchase any part of the deceased Partner's interest, then one or more of the continuing Partners must purchase all of the deceased Partner's interest. If the continuing Partner or Partners decide to purchase the deceased Partner's interest,