meetings may agree upon purchase prices for each coming year. If no value has been agreed upon or can be agreed upon, the value of the deceased Partner's interest shall be equal to the interest's proportion of the net book value of the assets of the Partnership as of the end of the month immediately preceding the month in which death occurred. For these purposes, net book value shall be determined by using the regular method of accounting employed by the Partnership, providing always for accounts receivable and payable, no allowance of any kind shall be made for good will, name, or similar intangibles, all machinery, equipment, and fixtures shall be taken at book value, all inventory of merchandise and supplies shall be taken at book value or appraised value, whichever is lower, and all other assets, including any and all real property and any and all investments, shall be taken at their appraised fair market value.

- (d) Appraised Fair Market Value. The appraised fair market value of an asset shall be determined by having the purchasing Partners select one independent qualified appraiser and the deceased Partner's executor or administrator select one independent qualified appraiser, and, in the event the two appraisers cannot agree to a value, they shall select one additional independent qualified appraiser. The valuation agreed upon by a majority of said appraisers shall be binding upon all persons and parties, their successors or assigns, interested therein.
- paragraph 11(c), the bankruptcy of a Partner shall not terminate the Partnership venture. If any Partner shall take advantage of any bankruptcy or insolvency act (or if any insolvency petition shall be filed against any Partner, and a final adjudication of insolvency entered thereon), then all of the other Partners hereof pro rata, in proportion to their