

selected by the surviving partner; one of which shall be selected by the legal representative of the estate of the deceased partner (s); and one of which shall be mutually named by the other two said appraisers, or if the two said appraisers cannot mutually agree upon the third appraiser, he, (the third appraiser) shall automatically be the then acting President of the Greenville Board of Realtors. Said three appraisers by majority vote shall set the appraised value of said real estate within sixty (60) days of the death of the deceased Partner (s). The proportionate share (one-third (1/3)) of the difference between the appraised value of said real estate and its value as carried on the books of the corporation shall be added to, or deducted from (in the event it is appraised at less than book value), 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 good will, trade name or other intangible assets. The surviving partner (s) shall pay one-fifth (1/5) of the purchase price of the deceased partner's interest in this partnership, as computed hereunder, to the legal representative of said deceased partner's estate ninety (90) days from the date of death of such deceased partner (s). The balance of the purchase price shall be evidenced by an unsecured promissory note from the surviving partner (s) to said legal representative of deceased partner (s) and shall be payable in four (4) equal annual installments, the first to be made exactly one (1) year from the date of the deceased partner's death and annually thereafter until paid in full. Said promissory note shall bear interest on the unpaid balance at six (6%) per cent per annum. The surviving partner (s) shall have the right of prepayment at any time without penalty. When the estate of the deceased partner (by payments made to legal representative of said estate) shall have received the payments herein provided, such estate shall have no further claim upon or