

the prior written consent of the other Partner.

(b) If either Partner should desire to sell, give or assign his interest in the Partnership, or any portion thereof, to any person, he shall first offer to sell such interest to the other Partners at a price not to exceed the price at which he proposes to sell his interest to any prospective purchaser and on the same terms and conditions offered in writing to such prospective purchaser. The offeree shall have a period of thirty (30) days from the time such written offer is received within which to accept the same.

ARTICLE XI.

TERMINATION OF EMPLOYMENT

In the event any Partner shall cease to be employed as an employee of SOUTHEASTERN SPRINKLER CO., INC., a South Carolina corporation, either voluntarily or involuntarily, he shall sell his interests in the Partnership to the other Partner and the remaining Partner shall buy the interests of the withdrawing Partner at a price which shall be determined in accordance with the provisions of Article XII hereunder. The remaining Partner shall be given a period equal to that period as provided in Article XII hereinbelow to pay the withdrawing Partner in consideration for the purchase of the withdrawing Partner's interest in the Partnership as provided herein.

ARTICLE XII.

DEATH OF A PARTNER

Upon the death of any Partner hereto, the Partnership shall not terminate, but shall continue as a Partnership without interruption. Upon the death of either Partner hereto, the surviving Partner shall have an option to purchase,

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