

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 must, if at all, exercise his option granted herein within fifteen (15) days from the date said appraisal is made on the real estate as specified hereinabove by notice in writing to the personal representative of the estate of the deceased Partner. The cost of said appraisal shall be divided one-half (1/2) to the deceased Partner's estate, and the other one-half (1/2) to the surviving Partner. The surviving Partner shall, in the event he exercises his option granted herein, pay one-fifth (1/5) of the purchase price of the deceased Partner's interest in this Partnership, as computed hereunder, to the personal representative of said deceased Partner's estate within ninety (90) days from the date of death of such deceased Partner. The balance of the purchase price shall be evidenced by a promissory note from the surviving Partner to the personal representative of the deceased Partner and shall be due and 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 Eight (8%) per cent per annum. The surviving purchasing Partner shall have no right of prepayment without the prior written consent of the personal representative of the deceased partner's estate. When the estate of the deceased Partner (by payments to the personal representative of said estate) shall have received the payments herein provided, said estate shall have no further claim upon or interest in the assets or business of the Partnership, or against the surviving purchasing Partner. Anything to the contrary notwithstanding,

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