

outside or third party without first giving to the other party hereto the right and refusal of purchase of such interest, or part thereof, on the same terms and for the same price as such one desiring to sell may have a firm and bona fides offer for the same; and in case of the death of either party hereto, the estate of the one so becoming deceased shall have the right and privilege of continuing the said partnership as such for a period of one year from such death; and upon the expiration thereof, the surviving partner shall have the right to purchase the rights and interest of such estate of the deceased one at not less than the appraised value thereof, unless the surviving member and the personal representatives of the estate of the deceased member shall agree to continue beyond that period the said business as herein set forth.

Each party heretoshall devote his or her entire time, attention and efforts to the conduct and promotion of the said business, and each shall be permitted to draw therefrom such weekly or monthly drawing; account as the said parties may from time to time agree upon.

No new or additional member shall be admitted to the firm without the consent and approval of both parties hereto, in writing.

Any additions to, changes in or modifications of this agreement in any of its essential particulars shall be first reduced to writing and signed by the signatory parties hereto.

This agreement shall be subject to termination upon not less than thirty days' notice from either party to the other, and in which event the one receiving such notice shall have the right and privilege and refusal of purchase of such other's interest upon the basis of the book value of such assets, or at such price and on such terms as the other may be offered in a firm and bona fides offertherefor.