

that all rights to employ and use the trade name and good will of the business goes with the purchase and will be considered as having no value insofar as the computation of the decedent's interest is concerned;

(10) It is further agreed and understood by and between the parties hereto that this Agreement shall be binding upon themselves, individually, and as partners, and also binding upon each partner's heirs, assigns, executors, administrators, etc., and further that the personal representative and the heirs at law of the deceased partner will in no wise interfere with the settling of the partnership business as outlined herein.

(11) It is further agreed and understood by and between the parties hereto that at any time during the life of the partners, if any partner decides to withdraw from the business he shall give the other partners the refusal, by way of a buy or sell proposition with the value of an undivided one-third (1/3) interest in said business to be determined in the following manner:

That the partner desiring to withdraw from the business shall give the other partners written notice of his intention to withdraw from the business and of his intent to buy or sell the other partners' undivided two-thirds (2/3) interest and thereafter, within thirty days the partner desiring to withdraw from the business or purchase the interest of the other partners shall appoint an appraiser who is conversant with the value of the merchandise handled by the partnership, and the operation of such business, and within the next seven (7) days following, the other partners shall appoint their appraiser and within ten (10) days thereafter the two appraisers shall appoint a third, and within the next ensuing ten (10) days the three appraisers shall make an inventory of the partnership's assets and shall submit a copy of such inventory and its value of the respective partner's interest by delivering a copy of same to each of the partners, and within the next ensuing thirty (30) days the partner desiring to withdraw from the business shall comply with his offer to purchase or if his offer to purchase is declined, the other partners shall pay the partner wishing to withdraw from the business, in full, for his undivided one-third (1/3) interest in said period of time. Immediately thereupon the party withdrawing from the business shall execute and deliver to the other partners such legal documents as may be necessary to transfer his undivided one-third (1/3) interest to the other partners. It is further agreed and understood in

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