

the entire interest (said option, if exercised at all, must be exercised for the entire interest of a deceased Partner as opposed to a portion thereof) of the deceased Partner at a purchase price equal to the deceased Partner's capital account on the date of his death, adjusted as herein provided. The deceased Partner's capital account shall be increased by his share of the Partnership profits, or decreased by his share of Partnership losses, for the period from the beginning of the fiscal year in which his death occurred until the date of his death, and shall be decreased by his withdrawals during such period. The real estate and equipment owned by the Partnership, shall be appraised as of the date of death of said deceased Partner, by three (3) appraisers, one of which shall be selected by the surviving Partner; one of which shall be selected by the personal representative of the Estate of the deceased Partner; and one of which shall be mutually named by the other two appraisers. Said three appraisers must within sixty (60) days from the date of death of such deceased Partner, by majority vote, set the appraised value of said real estate. The proportionate share of the difference between the appraised value of said real estate and equipment and its value as carried on the books of the Partnership, 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,