

(1) to pay or provide for the payment of all Partnership liabilities and obligations (which would only occur upon termination by unanimous agreement) and liquidating expenses, and (2) to the Partners as set forth in subparagraph 5(d).

15. Termination of Employment with MBTB

Architects-Engineers, Inc. If the employment of any individual Partner with MBTB Architects-Engineers, Inc. shall terminate for any reason whatsoever, then all of the other Partners hereof pro rata, in proportion to their respective percentage of partnership interest, shall have the option to purchase or cause to be purchased all of such terminated Partner's interest within ninety (90) days after the termination of employment. The purchase price shall be determined among the parties as provided for in subparagraph 12(c) and 12(d). Terms of payment to the Partner whose employment has been terminated at the closing shall be twenty percent (20%) in cash and the balance by way of a promissory note having terms and conditions as described in subparagraph 12(b).

16. Election. The Partnership shall make the election under Section 754 of the Internal Revenue Code, providing for adjustments to the basis of Partnership property under Sections 734 and 743. This election shall be made in the first taxable year in which the election would be applicable.

17. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by registered or certified mail which shall be addressed to the address of any Partner as appears hereinbelow, or to such other address as may be designated in writing by him to each other Partner.

18. Binding Effect. This agreement shall be binding upon and inure to the benefit of the Partners hereof and their personal representatives, heirs, legatees, successors, and