

8.1 In the event that the partnership is dissolved or a partner intends to remove himself from the partnership, the remaining partner shall have the exclusive right to purchase the interest of the removing partner for the proportionate share of the fair market value of each partner less all incidental costs and expenses. **

8.2 In the event of death of the partner, the remaining partner shall have the exclusive option to purchase the remaining partner's share from his estate for the same terms and conditions as provided herein.

ARTICLE IX

BINDING ON SUCCESSORS

9.1 The provisions of this Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each partner, subject, however, to the provisions herein.

ARTICLE X

ENTIRE AGREEMENT

10.1 This Agreement contains the entire understanding and agreement between the parties hereto respecting the subject matter and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto relating to the subject matter of this agreement that are not fully expressed herein.

IN WITNESS WHEREOF, the partners have executed this Agreement as of the date first written above.

WITNESSES:

Conrad J. Reagan

Walter J. Harmon

Conrad J. Reagan

Walter J. Harmon

James H. Cassidy
James H. Cassidy

William F. Robertson, III
William F. Robertson, III

WFL (3)
GAL (2)

**If the partners hereto are unable to arrive at a fair market value, each partner shall appoint an independent appraiser to place a fair market value on said property; thereafter, if the partners are unable to agree on the fair market evaluation from the appraisals, said appraisers will appoint an independent third appraiser and his determination of fair market value will be binding on the partners. WFL
GAL