- 7. In the event that the parties hereto can not agree upon the method of operation or should either of the parties desire to withdraw from the business, then the remaining parties hereto shall have the right to purchase the interest of the other party at the then book value of the said business, taking the full purchase price, together with any additions to the said business, including stock, goods, machinery, equipment, et cetera.
- 8. In the event of a disagreement and none of the parties desire to sell his interest in and to the said business, then and in that event the parties shall draw by lot to determine the buyer and the seller and each shall be bound thereby.
- 9. Should the said business be dissolved as herein set forth and for the reasons given herein, then the party so selling shall convey by fee simple title, free and clear of all liens and encumbrances, his interest in and to the said property, to the purchaser.
- 10. In the event of the death of either party hereto, the agreed valuation for the said business is the sum of the purchase price, the physical improvements to said property, together with the cost of machinery, equipment and merchandise on hand, and the surviving party or parties shall have the right to purchase theinterest of the deceased party at such figure irrespective of how such interest is devolved, by will, by operation of law, or otherwise, and such interest shall be computed on the basis herein contained and shall be binding between the parties hereto, their heirs, executors, administrators and assigns.
- ll. By this agreement, the parties hereto bind themselves, their heirs, executors, administrators and assigns.