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20. The value of the interest of a retiring, deceased or insane Partner, for the purpose of this agreement, shall be equal to its fair market value as of the end of the preceding month. The determination of fair market value shall be made in accordance with accepted accounting principles by the accountant then servicing the Partnership. If the Partnership and the retiring Partner or the representative of the insane or deceased Partner are unable to agree on the fair market value of the real estate and of any securities owned by the Partnership, each shall appoint an appraiser, and if the appraisers are unable to agree, a mathematical average of the appraisals shall constitute the fair market value for the purposes of this Agreement. The value thus set by the appraisers shall be binding upon the Partnership and upon the retiring Partner or the representative of the insane or deceased Partner.

21. The value of the Partner's interest as determined in the above paragraph shall be paid without interest to the retiring Partner, or to the legal representative of the deceased or insane Partner, as the case may be, in 12 monthly installments, commencing on the first day of the second month after the effective date of the purchase, or upon such other terms as shall be mutually agreeable.

22. No Partner shall sell or transfer his partnership interest without first notifying the Partnership in writing of his intent to do so. Such written notice must state the identity of the proposed purchaser or transferee and the highest bona fide offer, if any, such purchaser or transferee has made for the partnership interest involved. Copies of this notice must be simultaneously sent to all other Partners. Upon receipt of such notification, or upon the termination of employment by a Partner with Drs. Snell, Ballard and Lawrence, P. A., the Partnership shall have the option to purchase all or part of the Partnership interests proposed to be transferred, or the Partnership interests owned by the withdrawing employee, at a price to be determined in accordance with Paragraph 20. hereinabove. In the event that at the expiration of thirty (30) days after receipt of notice, the Partnership has not exercised its said option, the other Partners shall have an option identical to that of the Partnership for an additional five (5) days to purchase the available Partnership interest or any part thereof in proportion to such remaining Partners' partnership interests. In the event that any Partner shall elect not to exercise this option, the Partnership interest to which said Partner would have been entitled shall be subject to the option of the remaining Partners in proportion to their remaining partnership interests.

23. This Partnership shall be terminated at such time as there shall remain only one Partner. At such time, the Partner shall proceed with reasonable promptness to liquidate the Partnership business. The assets of the Partnership shall first be used to pay or provide for the payment of all Partnership debts. Thereafter, all monies remaining undistributed in the drawing accounts of the Partners shall be paid to the Partners entitled thereto. Then the remaining assets shall be divided according to the proportionate interests of the Partners on the basis of their respective capital accounts after crediting or debiting thereto the net profit or loss accrued or incurred to the date of termination.

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