

forth in Paragraph 15 and, if the option is not exercised, may require the dissolution of the partnership as provided by law.

17. If, subsequent to this Agreement, the Partners enter into the practice of medicine together and form a professional association for that purpose, and if a Partner thereafter ceases to be an employee of that professional association for any reason, then the remaining Partners shall automatically have an option for period of sixty (60) days, commencing one year after his termination of employment with the professional association, to purchase his partnership interest. The price shall be the fair market value, determined as set forth in Paragraph 15 above. The terminated employee shall not be entitled to dispose of his interest in the partnership to any other party until the expiration of the one year waiting period and the sixty (60) day option period.

18. This partnership may be dissolved by mutual agreement, in which case the partnership shall terminate and the partnership business shall be liquidated. In such event, after payment of all debts, the drawing accounts and capital accounts of the Partners shall be paid, with prorata payment if they cannot be paid in full. All remaining assets, if any, shall then be divided equally between the Partners.

IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of July, 1979.

IN THE PRESENCE OF:

Jack H. Tedards, Jr.
Barbara W. Bishop
Jack H. Tedards, Jr.
Barbara W. Bishop
Jack H. Tedards, Jr.
Barbara W. Bishop

Jim D. Burford
Jim D. Burford
James C. Mensone
James C. Mensone
William B. Drury
William B. Drury

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