

defaulting Partner shall have the right to purchase the defaulting Partner's interest in the Partnership in the proportion that the non-defaulting Partner's interest in the profits and losses of the Partnership bears the total of such interest of all non-defaulting Partners electing to purchase said defaulting Partner's interest. Any and all reasonable costs incurred by the purchasing Partners in connection with purchasing the defaulting Partner's interest shall be borne by the withdrawing Partner.

(c) In the event no Partner or Partners wish to lend a defaulting Partner funds as provided in sub-paragraph (a) hereof, then said non-defaulting Partners may, at their option, purchase the non-contributing Partner's interest in the Partnership at an amount which shall be the aggregate amount of all capital and advances of the defaulting Partner in the Partnership reduced by the aggregate amount of all sums owed by the Partner to the Partnership. Any and all reasonable costs incurred by the purchasing Partners in connection with purchasing the defaulting Partner's interest shall be borne by the withdrawing Partner.

(13) DEATH OF A PARTNER: The death of a Partner shall cause a dissolution of the Partnership, but the surviving Partners shall have the right to continue the Partnership business. In the event of the death of a Partner, the heirs, legatees or successor in interest (as the case may be) of that Partner shall become a Transferee of the interest of that Partner and be entitled to all further distributions on account of the interest of that Partner.

(14) SIGNATURES ON CHECKS: All checks shall be signed by at least any two of the Partners.

(15) SUCCESSORS IN INTEREST: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of any of the parties to this Agreement.

IN WITNESS WHEREOF, the parties to this agreement have set their hands and seals and affixed their seals hereto the date set out above.

IN THE PRESENCE OF:

Nicole D. Williams
Janette D. Olat

MAG ASSOCIATES

BY: [Signature]
Floyd D. Williams
Patrick H. Grayson

0142

4328 RV.2