

(1/2) of the fair market value of the partnership to be determined by three (3) appraisers, each of whom shall be duly licensed real estate brokers or sales representatives, one of whom shall be selected by the remaining partner, one of whom shall be designated by the administrator or executor of the deceased partner, and the third to be selected by the two designated appraisers. The fair market value as determined by the three appraisers shall be communicated in writing to the remaining partner, who shall have a period of sixty (60) days in which to purchase the interest from the administrator or executor of the deceased partner. In the event the remaining partner shall fail to purchase the interest of the deceased partner, the interest of such deceased partner may be sold to any other person or party who shall become a successor in interest.

11. Other Agreements. All other terms and provisions necessary in the operation of said business by the partnership shall be negotiated and agreed to as required. No additional or further agreements shall be deemed valid unless evidenced by writing signed by both partners. The terms of this partnership agreement may, in the future, be abrogated, or otherwise changed, notwithstanding the provisions herein, by a written agreement signed by both partners.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement the day and year first above written.

A. Marvin Gottlieb

Dan E. Bruce (SEAL)
Dan E. Bruce

Kenneth J. Wernick

C. Dan Joyner (SEAL)
C. Dan Joyner