

interest in the assets or business of the partnership, or against the surviving partner (s). In the event said option is exercised, the estate of the deceased partner (s) shall not share in the profits and/or losses of this partnership from the date of the deceased partner's death. In addition, the surviving partner (s) shall have the sole responsibility and discretion in all partnership matters from the date of the deceased partner's death. In the event said option is not exercised, then the partnership shall continue with the legal representative or heirs of the deceased partner (s), as the case may be, becoming a partner with the surviving partner (s), again subject to all of the terms and conditions contained herein. Any appraisal costs incurred hereunder shall be divided equally between the purchasing partner (s) and the deceased partner (s).

ARTICLE X.

BINDING EFFECT OF AGREEMENT

This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the date above first written.

WITNESSES:

Virginia H. Levingood

David D. Douglas
DAVID D. DOUGLAS

Virginia H. Levingood

Thomas B. Huguenin
THOMAS B. HUGUENIN

Missie Mae Weston

John A. Cooter
JOHN A. COOTER

As to David D. Douglas,
Thomas B. Huguenin, and
John A. Cooter

(continued on next page)