

The value of a two-thirds (2/3) undivided interest shall be deemed to be twice as great as the value of a one-third (1/3) undivided interest. A party desiring to sell his interest may set whatever value upon it he chooses and offer to sell it to the other partner for that figure. The other partner may then, within ten (10) days, offer his interest for sale to the other partner, but his offer to sell must be at a figure lower than the interest offered to him when the respective proportionate interests are considered. This counter offer to sell may itself be countered and this process shall continue until a figure is reached in an offer at which one partner is willing to purchase at the other's offering price.

In the alternative, one partner may offer to purchase the other partner's share at a certain price. The other partner may counter with an offer to purchase but his figure must be higher, considering the differing value of the proportionate shares of ownership, than the offer that was made to him. Again the process of increasing alternating offers can continue until one partner accepts the offer of the other.

The purpose of this section is to insure that the partnership can be dissolved at any time through a process of bargaining by the parties.

#### SEVEN: DEATH OF A PARTNER

In the event of the death of one of the partners to Martomac, a partnership which is itself a partner in the property, the distribution of that individual's share shall be governed by and determined by the Martomac partnership agreement. In the event of the death of James B. Letton, Martomac agrees to buy the interest of the deceased partner in three equal annual payments at the fair market value of the property as of the date of his death. Such value may be established either by agreement between the personal representative of James B. Letton and Martomac, or if they are unable to agree as to the value, then such value shall be determined by three independent and qualified appraisers

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