

PARTNERSHIP CROSS-PURCHASE WITH BUY-SELL AGREEMENT

This Agreement is made June 15, 2004, by and between Izzy A. Freeman and Dee Frost.

WHEREAS, the above named individuals are partners doing business under the firm name of Shallots, LLP at 4356 U.S. Hwy 41, Dyer, Indiana, the respective partnership interests of the partners being divided equally; and

WHEREAS, the partners desire to ensure the continuity of harmonious management of the partnership by providing for the purchase of a partnership interest by the other partner in the event a partner dies;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, it is agreed by and between the parties as follows:

FIRST: Upon the death of a partner, the surviving partner shall purchase and the legal representative of the estate of the deceased partner shall sell to such surviving partner, the partnership interest owned by the deceased partner for the price established in accordance with the provisions of the SECOND and FOURTH Article.

SECOND: Unless and until a new value is established as herein provided, the value of the respective partnership interest of the partners for purposes of this agreement is \$100,000 each. At the end of each fiscal year, the partners shall agree upon the value of their respective shares. If the partners have not made such determination within two years of the death of a partner, an independent certified public accountant shall determine the value of the deceased partner's interest.

THIRD: In order to assure the availability of funds for the purchase of the partnership interest of a partner by the other partner, the partnership has purchased insurance on the lives of each partner. The partners may purchase additional insurance as deemed necessary.

FOURTH: Upon the death of a partner, the other partner may immediately collect the proceeds of the policy on the life of the deceased partner. If the proceeds of all the policies on the life of the deceased partner are not sufficient to purchase the deceased partner's interest, the surviving partner shall be obligated to pay the remaining balance to the deceased partner's estate. If the proceeds of all the policies on the life of the deceased partner are in excess of the purchase price of the deceased partner's interest, the surviving partner shall be entitled to any excess funds.

Upon payment of the purchase price of the partnership interest of the deceased partner the legal representative of the estate of the deceased partner shall execute and deliver to the surviving partner such instruments as shall be necessary to transfer complete title to the surviving partner.

IN WITNESS WHEREOF, the partners have executed this agreement the day and year first hereinabove written.

Dee Frost .

Izzy A. Freeman .