

PARTNERSHIP AGREEMENT

(4)

The essence of this agreement is to merge Eugene L. Huff into United Nuclear, a sole proprietorship owned by Robert S. Lazar. The intended result is for United Nuclear to be a partnership in which Robert S. Lazar owns 50% and Eugene L. Huff owns the remaining 50%.

This agreement is to suffice as a legal and binding document until such time as a more formal agreement is executed at the discretion of the partners.

AGREEMENT by and between the Undersigned ("Partners").

1. Name. The name of the partnership is: United Nuclear
2. Partners. The names of the initial partners are: Robert S. Lazar and Eugene L. Huff.
3. Place of Business. The principal place of business of the partnership is: 2413 S. Eastern Ave, Suite 225, Las Vegas, NV. 89104.
4. Nature of Business. The partnership shall generally engage in the following business: Alpha Probe Manufacturing and Repair.
5. Duration. The partnership shall commence business on: August 1st, 1998 and shall continue until terminated by this agreement, or by operation of law.

6. Contribution of Capital. The partners shall contribute capital in proportionate shares as follows:

Partner	Capital	Partnership Shares
Robert S. Lazar	\$100	1/2 of all existing shares
Eugene L. Huff	\$100	1/2 of all existing shares

7. Allocation of Depreciation or Gain or Loss on Contributed Property. The partners understand that, for income tax purposes, the partnership's adjusted basis of some of the contributed property differs from fair market value at which the property was accepted by the partnership. However the partners intend that the general allocation rule of the Internal Revenue Code shall apply, and that the depreciation or gain or loss arising with respect to this property shall be allocated proportionately between the partners, as allocated in Paragraph 5 above, in determining the taxable income or loss of the partnership and the distributive share of each partner, in the same manner as if such property had been purchased by the partnership at a cost equal to the adjusted tax basis.
8. Capital Accounts. An individual capital account shall be maintained for each partner. The capital of each partner shall consist of that partner's original contribution of capital, as described in Paragraph 6, and increased by additional capital contributions and decreased by distributions in reduction of partnership capital and reduced by his/her share of partnership losses, if these losses are charged to the capital accounts.



9. **Drawing Accounts.** An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his/her drawing account. Withdrawals shall be limited to amounts unanimously agreed to by the partners.
10. **Salaries.** No partner shall receive any salary for services rendered to the partnership except as specifically and first approved by each of the partners.
11. **Loan by Partners.** If a majority of partners consent, any partner may lend money to the partnership at an interest and terms rate agreed in writing, at the time said loan is made.
12. **Profits and Losses.** Net profits of the partnership shall be divided proportionately between the partners, and the net losses shall be borne proportionately as follows:
- | Partner | Proportion |
|-----------------|------------|
| Robert S. Lazar | 50% |
| Eugene L. Huff | 50% |
13. **Management.** The partners shall have equal rights and control in the management of the partnership.
14. **Books of Accounts.** The partnership shall maintain adequate accounting records. All books, records, and accounts of the partnership shall be open at all times to inspection by all partners, or their designated representatives.
15. **Accounting Basis.** The books of account shall be kept on a cash basis.
16. **Fiscal Year.** The books of account shall be kept on a fiscal year basis, commencing January 1 and ending December 31, and shall be closed and balanced at the end of each year.
17. **Annual Audit.** The books of account shall be audited as of the close of each fiscal year by an accountant chosen by the partners.
18. **Banking.** All funds of the partnership shall be deposited in the name of the partnership into such checking or savings accounts as designated by the partners.
19. **Death or Incapacity.** The death or incapacity of a partner shall cause an immediate dissolution of the partnership.
20. **Election of Remaining Partner to Continue Business.** In the event of the retirement, death, incapacity, or insanity of a partner, the remaining partners shall have the right to continue the business of the partnership, either by themselves or in conjunction with any other person or persons they may select, but they shall pay to the retiring partner, or to the legal representatives of the deceased or incapacitated partner, the value of his or her interest in the partnership.
21. **Valuation of Partner's Interest.** The value of the interest of a retiring, incapacitated, deceased, or insane partner shall be the sum of (a) the partner's capital account, (b) any unpaid loans due the partner, and (c) the partner's proportionate share of the accrued net profits remaining undistributed in his drawing account. No value for goodwill shall be included in determining the value of a partner's interest, unless specifically agreed in advance by the partners.



22. Payment of Purchase Price. The value of the partner's interest shall be paid without interest to the retiring partner, or to the legal representative of the deceased, incapacitated or insane partner, in (50%) monthly installments, commencing on the first day of the second month after the effective date of the purchase.

23. Termination. In the event that the remaining partner does not elect to purchase the interest of the retiring, deceased, incapacitated, or insane partner, or in the event the partners mutually agree to dissolve, the partnership shall terminate, and the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all money remaining undistributed in the drawing accounts shall be paid to the partners. Then the remaining assets shall be divided proportionately as follows:

Partner	Percentage
Robert S. Lazar	50%
Eugene L. Huff	50%

24. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed this 1st day of August, 1998

Robert S. Lazar
Robert S. Lazar

08-01-98

Eugene L. Huff
Eugene L. Huff

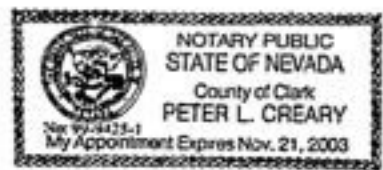
08-01-98

This is an additional set of signatures being executed on this 29th day of November, 2001 for the purposes of notarizing the signatures and publicly recording this original partnership agreement dated 08-01-98 between Robert S. Lazar and Eugene L. Huff. This confirms and authenticates the above signatures from 1998 and this will suffice as a legal and binding document until a more formal agreement is executed at the discretion of the partners.

Robert S. Lazar
Robert S. Lazar Date 11-29-01

Eugene L. Huff 11-29-2001
Eugene L. Huff Date

Peter L. Creary
Notary Peter L. Creary



Signed and sealed this 29th day of November, 2001. _____

