

without delay. The duties called for hereunder shall be personal and may not be assignable nor may they be delegated without the express written consent of all remaining parties, which consent will not be unreasonably withheld. In this connection it is agreed that, without the written consent of ASC, which consent will not be unreasonably withheld, no additional partners will be admitted to the partnership comprising the Developer, nor will any of the existing Partners be allowed to withdraw.

(16) Developer may not resign before performing all of its duties and responsibilities under this Agreement without first obtaining the written consent of ASC, which consent will not be unreasonably withheld. Should ASC fail to make payment to Developer when due, or repeatedly violate the terms of this Agreement Developer shall have the right to resign, and such termination shall be treated as if Developer was terminated without cause. ASC, with just cause, (as hereinafter defined) may discharge Developer from its development, sales or construction responsibility in the Project, and ASC may engage the services of another individual(s) or company(s), including ASC or any employee thereof, who would assume all of the responsibilities for the Developer, such party being entitled to a reasonable management fee as ASC may determine. "Just Cause" will include, but not be limited to the following: (i) being adjudged a bankrupt; (ii) the making of a general assignment for the benefit of its creditors or the appointment of a receiver; or (iii) the persistent and repeated disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction. Should ASC appoint other successor parties as aforesaid, Developer agrees to turn over all applicable records that may be of assistance to