

partners from employing such person, firm or corporation or from otherwise dealing with it or him.

12. Restriction of Partners. No partner, without the consent of all other partners, shall:

- A. Sell, assign, create a security interest in, or pledge his or its interest in the partnership.
- B. On behalf of the partnership borrow or lend money or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase, or contract to purchase, or sell, or contract to sell any property for or of the partnership. Use the name, credit or property of the partnership for any purpose other than a proper partnership purpose.
- C. Do any act detrimental to the partnership business or which would make it impossible to carry on the business.

13. Option to Purchase. Each partner shall have the right and option at any time to purchase all of the assets of the partnership by submitting to the other partners a written offer and depositing with the partnership a cash binder equal to ten (10%) percent of the offering price. Subject to the following provision the sale shall be closed within ninety (90) days after the submission of the offer, and the balance of the purchase price shall be paid in full at the time of closing. If the other partners do not wish to sell they may refuse to do so by giving written notice to the offering partner within thirty (30) days after receipt of the offer and thereafter by purchasing the partnership interest of the offering partner. The purchase price of the offering partner's interest shall be equal to his or its percentage of the partnership's net worth determined by valuing the partnership assets at a value equal to the offering price submitted by the offering partner and deducting therefrom all partnership liabilities and any indebtedness which is a lien against partnership assets. The purchase price of the offering partner's partnership interest shall be paid in full within