

11. UTILIZATION OF PARTNERSHIP ASSETS

It is agreed that no partner shall at any time draw, convert or utilize any asset of the Partnership in any way whatsoever for personal gain without the express written consent of the other partners.

It is further agreed that no partner shall sell, trade, pledge or otherwise encumber his interest in any partnership property to anyone other than another partner.

12. ARBITRATION OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, between any two partners shall be arbitrated by the third partner whose decision shall be binding on the issue except any judgement or award rendered may be entered in any court having jurisdiction thereof.

13. TERMINATION OF THE PARTNERSHIP

This Agreement may be terminated by any party by giving sixty days written notice to the other partners of intent to dissolve the partnership. In the event of dissolution, the partners may negotiate a buy/sell agreement. The remaining partners shall have exclusive rights to purchase the withdrawing partner's interest for a period of ninety days.

If, within a period of ninety days, the remaining partners have not made arrangements to purchase the interests of the withdrawing partner, the withdrawing partner may offer for sale, his interests in the partnership to anyone of his choosing contingent upon the purchaser being bound to the provisions of this Agreement.

Terms of sale and price of any buy/sell agreement will be negotiable at the time of withdrawal in the event that one of the Partners voluntarily withdraws.

14. DEATH

Upon the death of any partner, the deceased partner's spouse or other legal heir has the option of continuing in the partnership subject to all the provisions of this Agreement or of withdrawing according to the provisions of section thirteen (13) above.

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