

(f) Assign, mortgage or charge his share in the assets or profits of the partnership or any part of such share.

(g) Draw, accept or indorse any bill of exchange or promissory note on account of the firm without the written consent of the other partner.

(h) Sign any check on behalf of the firm for a sum exceeding \$500.00 without the signature of the other partner.

(i) Buy, order or contract for any goods or property exceeding the value of \$200.00 on behalf of the partnership.

(j) Compromise or compound or, except upon payment in full, release or discharge any debt due to the partnership.

Any partner committing any breach of the foregoing stipulations shall indemnify the other of them from all losses and expenses on account thereof.

11. If either partner shall:

(a) Commit any act of bankruptcy; or

(b) Become physically or mentally unfit to attend to business; or

(c) Commit any breach of any of the provisions of clauses 9 and 10 of these presents; or

(d) Do any act which would be ground for dissolution of the partnership by the Court, then and in such event the other partner may within 3 calendar months after becoming aware thereof by notice in writing determine the partnership, and in that case he shall have the option, to be exercised at the time of giving such notice, of purchasing the share of the other partner in the capital and assets of the business upon the like terms as are set forth in next clause, to-wit: Article 12.

12. If either partner shall die during the continuance of the said partnership, the survivor shall purchase the share of the deceased partner in the capital and assets of the business on the following terms:

(a) The purchase price shall be the amount at which such share shall stand in the last balance sheet which shall have been prepared prior to the death of the deceased, plus a sum to be computed from the date of the then last preceding accounting to the date of death, plus the value of the deceased partner in the stock and equipment owned by the firm on the date of the death of the deceased partner.

(b) The surviving partner shall also enter into a covenant to indemnify the personal representative of the deceased from the debts, engagements, and liabilities of the partnership both existing and future.

*F.H.P.  
S.M.C.*

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