

PARTNERSHIP AGREEMENT

This Agreement is made and entered into this 11th day of June, 1985, by and among ROBERT JOHN BLOTZER ("Blotzer"), ROBBINSON LANTZ CROSBY ("Crosby"), JUAN CARLOS CROUCIER ("Croucier"), WARREN DeMARTINI ("DeMartini"), and STEPHEN E. PEARCY ("Pearcy"), hereinafter referred to individually as "Partner" and collectively as "Partners," with reference to the following facts:

A. On or about September 8, 1983, the Partners formed a general partnership pursuant to the provisions of the California Uniform Partnership Act (the "Partnership").

B. The Partners wish to enter into a written partnership agreement to confirm certain oral agreements they have made and to set forth their understandings regarding their rights and obligations with respect to one another.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

NATURE OF PARTNERSHIP

1.1 Purpose of Partnership. The primary purpose of the Partnership is to engage in the music, personal appearance and recording businesses and in all other areas and fields in and

throughout the entertainment and leisure time industries throughout the world in all media, manners and methods, whether now known or hereafter devised in connection therewith, and to transact such other business and perform such other activities as may reasonably be necessary or appropriate in connection with such business; excluding only the music publishing and songwriting businesses which are the subjects of a separate agreement by and among certain of the Partners (the "Partnership Business").

1.2 Principal Place of Business. The principal place of business of the Partnership is 2029 Century Park East, 25th Floor, Los Angeles, California 90067, or such other place or places as may be determined from time to time by the Partners. In addition, the Partners may establish such additional offices and places of business as may from time to time be necessary or desirable.

1.3 Term. The Partnership commenced on or about September 8, 1983 and shall continue until terminated in accordance with the provisions of this Agreement.

1.4 Statement of Partnership. Promptly upon execution of this Agreement and upon all subsequent changes in the Partnership's membership, the Partners shall sign, acknowledge, and verify a statement as provided in Section 15010.5 of the California Corporations Code, and cause said statement to be filed in the office

of the county recorder in each county in which the partnership does business.

ARTICLE II
PRIOR AGREEMENTS

2.1 Production Agreement. The Partners have entered into a Production Agreement with The Berle Company dated October 11, 1982 as amended May 6, 1983, September 8, 1983 and otherwise in 1985 pursuant to which the Partners granted to The Berle Company certain rights throughout the world to their services and the services of the Partnership as recording artists, including certain merchandising and other rights for a term that will expire on the later of: (a) three years from October 11, 1982; or (b) the actual term, inclusive of exercised options, of a production agreement by and between Atlantic Recording Corporation and The Berle Company for the services of the Partnership (the "Production Agreement"). The Partners hereby ratify and confirm the Production Agreement.

ARTICLE III
NAME, MARKS AND COMMERCIAL SYMBOLS

3.1 Name of Partnership. The name of the Partnership is RATT.

3.2 Fictitious Business Name Statement. The Partners shall execute and cause to be filed and published in the county in which the principal place of business of the Partnership is situated a fictitious business name statement and all amendments to or renewals thereof, as and when required by the provisions of the California Business and Professions Code.

3.3 Merchandising Rights. The Partners acknowledge and agree that pursuant to the Production Agreement the Partnership has granted to The Berle Company during the term of the Production Agreement the exclusive right throughout the world to use the names, photographs, likenesses and biographical material of the Partnership and the Partners, for the purpose of securing revenues from the manufacture and sale of articles and merchandise using said photographs, names, likenesses, biographical material, trade names and trademarks, reserving to the Partnership, however, the right to register the Partnership name and marks and likeness as trade name(s) and trademark(s) and service mark(s) in the Partnership name. The Partners agree and acknowledge that the Production Agreement also provides that The Berle Company has the right to enter into agreements with third parties to sell, market, lease and license the merchandising rights granted thereunder.

ARTICLE IV
FINANCIAL

4.1 Initial Contributions. The initial capital of the Partnership shall consist of the name of the Partnership "RATT" which was contributed by Percy and the skills, abilities, and services which have and shall be contributed equally by the Partners throughout the term of the Partnership to further the Partnership Business. The Partners shall also contribute all rights in the "Ratt" service marks, trademarks, trade names, logotypes and other commercial symbols (the "Marks") and all goodwill attributable thereto, and disclaim any residual rights not expressly reserved herein.

4.2 Additional Contributions. The Partners shall make such additional cash contributions to the capital of the Partnership in the proportions as all of the Partners unanimously agree to make. No Partner shall make a voluntary cash contribution to capital without the express written consent of all of the other Partners. In the event such cash contributions to capital are made by the Partners:

(a) No Partner shall withdraw any portion of such capital of the Partnership without the express written consent of all other Partners; and

(b) No interest shall be payable on such cash capital contributions of the Partners.

4.3 Loans to Partnership. No Partner may lend or advance money to the Partnership without the prior written consent of all of the other Partners. Any loan to the Partnership shall be separately entered in the Partnership books as a loan to the Partnership, shall bear interest at a rate agreed upon by the majority of the Partners, and shall be evidenced by a promissory note delivered to the lending Partner and executed in the name of the Partnership by at least one of the other Partners. Any such loan shall not be deemed an additional contribution to capital by the lending Partner, and shall not entitle him to any increased share of the Partnership profits.

4.4 Books of Account. The Partners shall cause to be maintained complete and accurate books, records, reports and accounts of all Partnership transactions. Each Partner shall cause to be entered in the Partnership books an accurate account of all transactions carried out by such Partner on behalf of the Partnership.

4.5 Inspection of Books. The books, records, reports and accounts of the Partnership shall be kept at the Partnership's principal place of business or at such other location as shall be agreed upon by all of the Partners. Each Partner shall, at all times, have access to, and may inspect and copy, any Partnership books and records.

4.6 Method of Accounting. The Partnership books of account shall be kept using the cash receipts and disbursements method of accounting.

4.7 Fiscal Year. The fiscal year of the Partnership shall end on the 31st day of December.

4.8 Capital Accounts. A capital account shall be maintained for each Partner. As of the date of execution of this Agreement, each Partner's capital account is zero. A Partner's capital account shall include the aggregate amount of cash and an amount equal to the adjusted basis of property (net of liabilities assumed by the Partnership and liabilities to which the contributed property is subject) contributed by said Partner to the Partnership in accordance with the provisions of this Agreement.

(a) A Partner's capital account shall be increased by such Partner's distributive share of income and gain of the Partnership; and

(b) A Partner's capital account shall be reduced by:

(i) such Partner's distributive share of losses and deductions of the Partnership;

(ii) such Partner's distributive share of expenditures not deductible in computing taxable income but not properly chargeable to the capital account of the Partnership;

(iii) the amount of any distributions of cash to such Partner; and

(iv) the Partnership's adjusted basis in property distributed to such Partner (net of liabilities assumed by such Partner and liabilities to which such distributed property is subject).

4.9 Allocation of Profits and Losses. Except as provided in Section 5.3(b) below, and in Articles X and XI below, the profits and losses of the Partnership shall be allocated to the Partners in accordance with their interests in the Partnership as set forth on the Schedule annexed hereto and incorporated by this reference as though set forth in full herein, as Schedule "A," which may be amended from time to time.

4.10 Accountings. The Partnership books shall be closed and balanced at the end of each fiscal year of the Partnership and there shall be delivered to each Partner within ninety (90) days after the expiration of each fiscal year of the Partnership a balance sheet and a profit and loss statement, together with a statement setting forth the following: (a) the accounts of each Partner; (b) the distributions made to each Partner; and (c) each Partner's share of profits or losses of the Partnership reportable for state or federal tax purposes (the "Accounting Report").

4.11 Distributions to Partners. Distributions to Partners shall only be made at such times and in such amounts as the Partners from time to time unanimously agree to make.

4.12 Musical Instruments and Stage Apparel. From time to time, as requested by a Partner, (unless otherwise decided by the Partnership as set forth below) the Partnership shall make disbursements to third parties for the purchase of musical instruments and stage apparel, and such disbursements shall be charged directly to the applicable Partner's capital account. Notwithstanding the foregoing, the Partnership shall have the right, by majority vote, at any time, to elect to stop such disbursements and to have each Partner pay for his musical instruments and stage apparel individually; and similarly the Partnership shall have the right by majority vote, at any time thereafter, to elect to have the Partnership pay for such musical instruments and stage apparel, charging such disbursements to the applicable Partner's capital account. The foregoing elections may be alternated by the Partnership, from time to time.

4.13 Bank Account. All Partnership funds shall be deposited in an account or accounts in the name of the Partnership at such bank or banks as may from time to time be selected by all of the

Partners. No other funds shall be deposited in said account or accounts. The funds in said account or accounts shall be used solely for the business of the Partnership, and withdrawals therefrom shall be made only by check or other written instrument jointly executed by a Partner and the Partnership's accountant. In the event none of the Partners are available to execute such a written instrument, withdrawals may only be made by check or other written instrument jointly executed by the Partnership's attorney and the Partnership's accountant.

ARTICLE V

RIGHTS, POWERS, DUTIES AND RESTRICTIONS

5.1 Time and Effort Devoted to Partnership. Each Partner shall devote such time, skill and attention to the Partnership Business as is necessary for the proper management of said Business and conduct himself in a professional and reasonable manner such as not to obstruct the Business of the Partnership. A Partner shall not undertake a project to engage in the same business as the Partnership Business, whether as a musician, singer, producer, sideman or otherwise, as an individual separate from the Partnership (a "Solo Project") except as permitted under Paragraph 5.2 below.

5.2 Solo Projects. A Partner may undertake a Solo Project, subject to any conditions which may be imposed by the Production Agreement and any other agreement to which he or the Partnership is a party, upon the consent of a majority of the remaining Partners; provided, however, that no Partner may undertake a Solo Project at any time during the four (4) year period commencing March 1, 1984.

5.3 Earnings from Solo Projects.

(a) In the event a Partner undertakes a Solo Project in compliance with the requirements of this Agreement, all earnings in connection with said Solo Project shall belong to him alone.

(b) In the event a Partner undertakes a Solo Project in contravention of the requirements of this Agreement, all earnings in connection with said Solo Project shall belong to the Partnership, it being understood and agreed however that the Partnership is not responsible or liable for any costs, expenses, payments or losses in connection with such Solo Project, all of the aforesaid being the sole responsibility of the Partner who undertook the Solo Project. Further, said Partner shall not be entitled to participate in any profits derived from the activities of the Partnership in which said Partner does not participate during the period of time during which he is engaged in said Solo Project.

5.4 Salaries. No Partner shall be entitled to any salary or other compensation for services to the Partnership.

5.5 Management. Each Partner shall participate equally in the control, management and direction of the Partnership business, and all management decisions shall be made by a majority of the Partners including but not limited to decisions regarding the employment or discharge of any employee or agent of the Partnership (including its attorneys, accountants and managers), unless otherwise provided in this Agreement.

5.6 Reimbursement of Expenses. The Partnership shall indemnify the Partners for payments made and personal liabilities reasonably incurred by them in the ordinary and proper conduct of the Partnership business except as otherwise provided in this Agreement.

5.7 Prohibited Acts. No Partner shall take any of the following actions on behalf of the Partnership without the unanimous consent of the Partners:

(a) Transfer, assign, pledge, hypothecate, or mortgage any asset belonging to the Partnership, or execute any bond or lease in the name of the Partnership;

(b) Make an assignment for the benefit of creditors;

(c) Release, assign, or transfer a Partnership claim, security, commodity, or any other asset belonging to the Partnership;

(d) Borrow any money in the name of the Partnership or lend any money belonging to the Partnership;

(e) In the name of the Partnership, become a surety, guarantor, endorser, or accommodation endorser for any other person, firm, or entity;

(f) Submit a Partnership claim or liability to arbitration, or confess a judgment against the Partnership;

(g) Sell, mortgage, hypothecate, transfer or assign his share in the Partnership or in profits or capital, other than to another Partner;

(h) Initiate, conduct, or settle litigation in the name of or pertaining to the Partnership;

(i) Invest Partnership funds or assets in any activity or venture;

(j) Enter into any agreement pertaining to the business or activities of the Partnership;

Any Partner who breaches this provision shall be individually liable to the remaining Partners for the entire amount of any loss sustained by the Partnership because of said breach.

5.8 Personal Debts. All Partners shall discharge their personal debts as they become due and save and protect the remaining Partners and the Partnership harmless from all costs, claims and demands with respect to such obligations.

ARTICLE VI

ADMISSION OF NEW PARTNERS

6.1 Admission of New Partners. New Partners may only be admitted to the Partnership upon the unanimous written approval of the Partners. Each such new partner must agree in writing to be bound by the terms of this Agreement. Admission of a new partner shall not cause dissolution or termination of the Partnership and its business shall continue without interruption and without any break in continuity.

ARTICLE VII

TRANSFER OF PARTNERSHIP INTEREST

7.1 Restriction on Transfer of Interest. No Partner shall have the right, at any time, to sell, transfer, assign, mortgage, hypothecate, encumber or otherwise dispose of all or part of his interest in the Partnership without the prior unanimous written consent of all of the Partners.

7.2 Continuation of Partnership. In the event a Partner shall sell, transfer, assign, mortgage, hypothecate, encumber or otherwise dispose of all or a part of his interest in the Partnership with the prior unanimous consent of the other Partners, the Part-

nership shall not dissolve or terminate but shall continue without interruption and without any break in continuity.

ARTICLE VIII

DISABILITY OF A PARTNER

8.1 Disability. In the event that any Partner shall become physically or mentally disabled or incapacitated and shall not devote his efforts to the Partnership as required herein, for a consecutive period of six (6) months or more, then all Partners shall, by unanimous agreement, determine whether and where, if at all, RATT shall perform as a musical group without such disabled Partner, it being understood that such decision shall not automatically affect such disabled Partner's partnership status, but rather that such partnership status shall be separately determined by the Partners as and when appropriate. During the aforesaid six month period of any such disability, said disabled Partner shall continue to participate in the profits and losses of the Partnership under all the terms and conditions of this Partnership Agreement.

ARTICLE IX

WITHDRAWAL OF A PARTNER

9.1 Voluntary Withdrawal. Any Partner may voluntarily withdraw from the Partnership by giving the other Partners not less than three (3) months' prior written notice of his intention to do so ("Voluntary Withdrawal").

9.2 Involuntary Withdrawal. A Partner may be expelled by the Partnership by unanimous consent of all Partners excluding such Partner(s) under consideration ("Involuntary Withdrawal").

ARTICLE X

DISSOLUTION AND TERMINATION

10.1 Dissolution. The Partnership shall dissolve upon the unanimous agreement of the Partners.

10.2 Rights of Partners to Name and Marks Upon Dissolution. Upon dissolution of the Partnership pursuant to Paragraph 10.1 above, the remaining Partners shall jointly own the name "RATT" and the Marks in equal shares, except that no such remaining Partner shall have the right to use, directly or indirectly, or permit others to do so, the RATT name, logo and Marks for any purpose whatsoever. The foregoing shall not preclude any former

member, however, from referring to himself as a "former member of Ratt."

10.3 Definition of "Proportionate Share". As used hereinafter in this Article X and in Article XI and elsewhere in this Partnership Agreement "Proportionate Share" shall mean a share equal to a fraction, the numerator of which is one and the denominator of which is the sum total of all then-current partners in the Partnership, plus all Ex-Partners due a share, plus any manager and/or production company due a share. Further, each Proportionate Share shall be based upon the receipts from the applicable source of revenues (e.g. merchandising or recording or otherwise) after deduction from such revenues of all third party payments, direct costs and expenses (but no general overhead), fees (including reasonable legal fees) and commissions incurred or payable by the Partnership in connection with such source of revenues or collecting same.

10.4 Rights of Partners to Recording Revenues from Production Agreement Upon Dissolution. Upon dissolution of the Partnership pursuant to Paragraph 10.1 above, each of the Partners shall be entitled to receive his Proportionate Share of the recording revenues thereafter received pursuant to the Production Agreement or otherwise with respect to sides recorded by the Partnership prior to such dissolution and of the revenues received on account of audiovisuals recorded by the Partnership, if any, prior to

such dissolution. If any Partner or Partners records any sides or audiovisual recordings after the date of dissolution of the Partnership as individuals or members of other groups, all revenues received pursuant to the Production Agreement or otherwise with respect to such sides or recordings shall belong solely to said Partner or Partners recording as individuals or members of other groups.

10.5 Rights of Partners to Merchandising Revenues from Production Agreement Upon Dissolution. Upon dissolution of the Partnership pursuant to Paragraph 10.1 above, each of the Partners shall be entitled to receive his Proportionate Share of the merchandising revenues thereafter received pursuant to the Production Agreement, or otherwise.

10.6 Rights of Partners to Revenues from All Other Sources. Upon dissolution of the Partnership pursuant to Paragraph 10.1 above, each of the Partners shall be entitled to receive his Proportionate Share of the revenues received on account of the Partnership from all other sources.

10.7 Winding Up and Termination. In the event that the Partnership is dissolved, the Partners shall wind up the affairs of the Partnership and pay the Partnership debts in the following order:

(a) Those owing to creditors, other than the Partners, in the order of priority provided by law;

(b) Those owing to the Partners, if any; provided, however, that if the remaining Partnership assets are insufficient to repay Partnership debts to the Partners in full, each Partner shall receive an amount equal to that proportion of the remaining Partnership assets that his debt from the Partnership bears to the aggregate Partnership debt to the Partners; and

(c) If any Partnership assets remain, to the Partners with positive capital account balances, in the amounts of such balances; provided, however, that if the remaining Partnership assets are insufficient to pay the total of such balances, then each Partner shall receive an amount equal to that proportion of the remaining Partnership assets that his capital account balance bears to the total of all the Partners' positive capital account balances; notwithstanding the foregoing, in the event that such capital accounts are negative, each Partner shall pay a sum equal to his negative account to the Partnership.

(d) The remainder, if any, to the Partners in amounts necessary to bring each capital account to zero.

ARTICLE XI

CONTINUATION OF PARTNERSHIP

11.1 General. In the event of the death, permanent disability, Voluntary Withdrawal or Involuntary Withdrawal of a Partner (the "Ex-Partner"), the Partnership shall not dissolve or terminate but shall continue without interruption and without any break in continuity.

11.2 Payments to Ex-Partner. Upon death, permanent disability, Voluntary Withdrawal or Involuntary Withdrawal, the Ex-Partner or his estate, as applicable, shall be entitled to payment by the Partnership of his Proportionate Share of the merchandising revenues and, if applicable, of recording revenues as set forth in Paragraphs 11.4 and 11.5 below plus any positive balance in his separate capital account. Any negative amounts in said Ex-Partner's capital account will be, at the Partnership's option, either paid by such Ex-Partner or his estate to the remaining Partners upon such death, permanent disability or Voluntary or Involuntary Withdrawal or be deducted from any future monies due to said Ex-Partner or his estate hereunder. The amounts in the separate capital account of the Ex-Partner shall be determined as of the date of death, determination of permanent disability or Voluntary or Involuntary Withdrawal of the Ex-Partner, as applicable, by the Partnership's accountants using the usual accounting method used by the accountants for the Partnership's books of

account, and such determination shall be binding upon all of the Partners and Ex-Partners.

In addition, the Partnership's accountants shall determine, in good faith, the "net receipts" from merchandising and, if applicable, recordings. "Net receipts" shall be defined for this purpose as gross sums received by the Partnership from such sources less all payments to third parties, direct fees and commissions, costs and expenses (but no general overhead) attributable thereto, and the Ex-Partner's Proportionate Share thereof in accordance with Paragraphs 11.4 and 11.5, and such determination shall be binding upon all of the Partners and Ex-Partners.

11.3 Right of Ex-Partner to Name and Marks.

A Partner who becomes an Ex-Partner under this Article XI shall have no ownership right whatsoever with respect to the Name "RATT" or Marks except only to refer to himself as a "former member of Ratt."

11.4 Right of Ex-Partner to Recording Revenues from Production Agreement.

(a) With respect to masters (i.e. audio recordings) and audiovisual recordings, if any, recorded by the Partnership prior to the date of death, determination of permanent disability or Voluntary or Involuntary Withdrawal of the Ex-Partner, as applicable, an Ex-Partner or his estate, as applicable, shall be

entitled to receive his Proportionate Share of the recording revenues and audio visual recording revenues, if any, received by the Partnership pursuant to the Production Agreement or otherwise; and

(b) With respect to masters and audiovisual recordings recorded by the Partnership after the date of death, determination of permanent disability or Voluntary or Involuntary Withdrawal of the Ex-Partner, as applicable, the following shall apply:

(i) Except as specifically set forth in Section 11.4(b)(ii) below, an Ex-Partner shall not be entitled to any revenues from masters and audio visual recordings recorded after the date of such Ex-Partner's death, determination of permanent disability or Voluntary or Involuntary Withdrawal;

(ii) In the event of an Ex-Partner's death, his estate shall be entitled to receive solely from the next long-playing record album ("LP") fully recorded by the Partnership after such death, if any, a sum equal to one percent (1%) of the total percentage received by the Partnership as its share of royalties (after deduction of any royalty percentage payable to product(s) and production company(ies)) of all such LP's of calculated, reduced and paid in all respects and for all uses and in the manner and method the Partnership is accounted to and paid under its then-current recording agreement applicable to such LP.

11.5 Rights of Ex-Partner to Merchandising Revenues From The Production Agreement.

(a) With respect to merchandise sold pursuant to the Production Agreement or otherwise, the sale of which took place prior to the date of death, determination of permanent disability or Voluntary or Involuntary Withdrawal of the Ex-Partner, as applicable, an Ex-Partner shall be entitled to receive his Proportionate Share of the merchandising revenues received by the Partnership pursuant to the Production Agreement or otherwise; and

(b) With respect to merchandise sold pursuant to the Production Agreement or otherwise, the sale of which took place after the date of death, determination of permanent disability or Voluntary or Involuntary Withdrawal of the Ex-Partner, as applicable, the following shall apply:

(i) In the event of a Partner's death, the estate of said Partner shall thereafter continue to be entitled to said Partner's Proportionate Share of net merchandising revenues received by the Partnership (after deduction of applicable payments to third parties, costs and expenses (including reasonable legal fees) if any), for so long as the Partnership continues to record and perform and merchandise itself as "RATT".

(ii) In the event of Permanent Disability, Voluntary or Involuntary Withdrawal of a Partner, then in lieu of the sums set forth in Section 11.5(b)(i) above, said Ex-Partner shall be entitled to his Proportionate Share of net merchandising revenues

(after deduction of applicable third party payments, fees, commissions, costs and expenses (including reasonable legal fees), if any) received by the Partnership from the merchandising of the Partnership as RATT, but only for a period of time equal to the period of time calculated from January 1, 1983 that such Ex-Partner was a member of RATT to the date of Permanent Disability, Voluntary or Involuntary Withdrawal, or such lesser period as the Partnership continues to record and perform and merchandise itself as "RATT".

(iii) If Stephen Percy ("Percy") becomes an Ex-Partner by Permanent Disability, Voluntary or Involuntary Withdrawal, the following shall apply in lieu of Section 11.5(b)(ii) above:

(A) If by Permanent Disability or Involuntary Withdrawal, Percy shall be entitled to receive his Proportionate Share of all net revenues (after deduction applicable of applicable third party payments, fees, commissions, costs and expenses, including reasonable legal fees) earned and received by the Partnership from merchandising embodying the RATT name and logo for so long as the Partnership continues to record and perform and merchandise itself as "RATT".

(B) If by Voluntary Withdrawal then, in lieu of the amount set forth in Section 11.5(b)(iii)(A) above, Percy shall be entitled to receive his Proportionate Share of all net revenues (after deduction of applicable third party payments, fees, commissions, costs and expenses, including reasonable legal fees) earned and received from merchandising embodying the RATT

name and logo for a period of years equal to the number of years Percy was a member of RATT calculated from January 1, 1983, to the date of Voluntary Withdrawal by Percy; and thereafter Percy shall be entitled to receive one-twelfth (1/12) of all such net revenues for so long as the partnership continues to merchandise itself as RATT.

ARTICLE XII

SPOUSAL CONSENT

12.1 Consent. The wife of each Partner who is now, or subsequently, married shall execute a consent to the provisions of this Agreement in the form attached hereto as Exhibit "A."

ARTICLE XIII

WAIVER OF RIGHT TO COURT DECREE OF DISSOLUTION

13.1 General. The Partners acknowledge and agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner should bring an action in court to dissolve the Partnership. Care has been taken to provide fair and just payments to a Partner whose relation with the Partnership is terminated for any reason. Accordingly, each of the Partners accepts the provision under this Partnership Agreement

as his sole entitlement on termination of his relationship with the Partnership for any reason. Each Partner hereby waives and renounces all rights to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Partnership.

ARTICLE XIV

ARBITRATION

14.1 General. Any and all controversies and claims arising out of or relating to this Agreement shall be submitted to arbitration in accordance with the Commercial Rules of Arbitration of the American Arbitration Association and arbitration shall be conducted at the offices of the American Arbitration Association in Los Angeles, California and judgment upon the award rendered may be entered in any court of competent jurisdiction. The determination of the arbitrator(s) shall be final and binding upon the parties and nonappealable. The jurisdiction of the arbitrator(s) with respect to legal matters only shall be limited by the statutory and common law of the State of California.

ARTICLE XV
MISCELLANEOUS

15.1 Notices. Any and all notices, requests, demands and other communications required or permitted to be given hereunder must be in writing and shall be given by the parties hereto only in one of the following ways: (a) by personal delivery; or (b) by addressing them as indicated below, and by depositing them registered or certified mail, postage prepaid, in the United States mail, or (c) by delivering them toll prepaid to a telegraph or cable company. If so delivered, mailed, telegraphed or cabled, such notices shall be deemed to have been given when personally delivered or on the date of delivery to the telegraph or cable company or the date of mailing, as applicable. The addresses of the parties at which they shall receive written notice hereunder, and until further notice, are:

If to Blotzer:	246 Via Linda Vista Torrance, California 90277
If to Crosby:	4930 Coldwater Canyon Sherman Oaks, California 91423
If to Croucier:	1605 1/2 Blossom Lane Redondo Beach, California 90278
If to DeMartini:	5012 Los Feliz Boulevard Los Angeles, California 90027
If to Percy:	1818 Illion Street San Diego, California 92110

with copies to: BUSHKIN, GAIMS, GAINES & JONAS
2029 Century Park East
Suite 2500
Los Angeles, California 90067
Attention: Judith Dornstein, Esq.

15.2 Amendments. This Agreement may only be amended in writing executed by all of the parties hereto.

15.3 Additional Documents. The Partners agree that they will execute any and all additional documents and take any and all further actions that are now or may become necessary or desirable to effectuate the intent and purposes of this Agreement.

15.4 Entire Agreement. This Agreement contains the full and complete understanding of the parties hereto with reference to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, pertaining thereto.

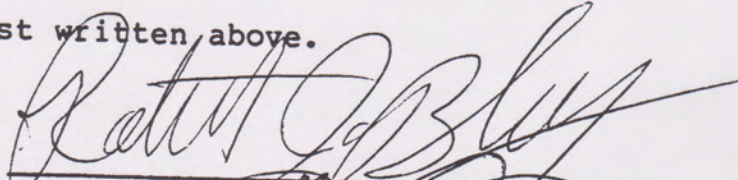
15.5 Governing Law. This Agreement shall be enforced and construed under and shall be subject to the laws of the State of California.

15.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

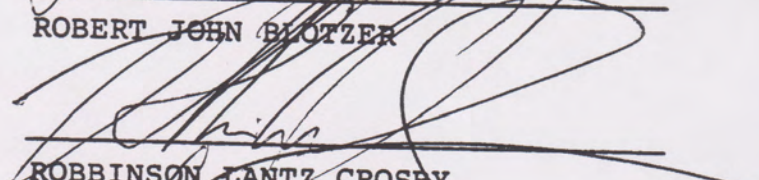
15.7 Successors. This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, executors, administrators and personal representatives of the parties.

15.8 Subject Headings. The subject headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of this Agreement.

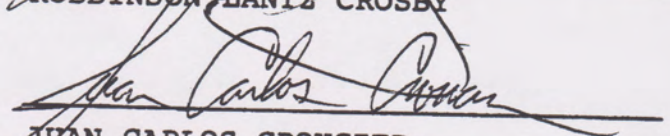
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.



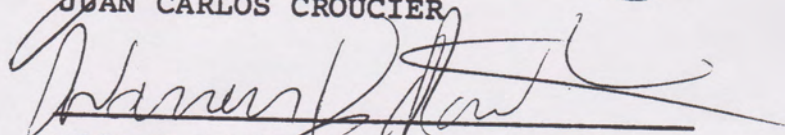
ROBERT JOHN BLOTZER



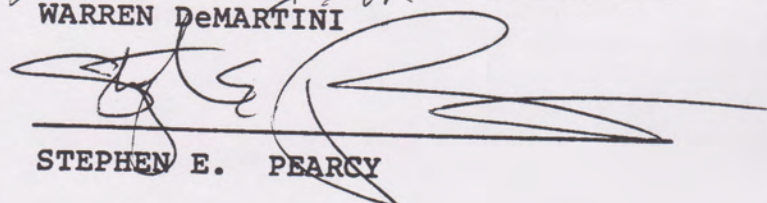
ROBBINSON LANTZ CROSBY



JUAN CARLOS CROUCIER



WARREN DeMARTINI



STEPHEN E. PEARCY

EXHIBIT "A"

CONSENT OF SPOUSE

I have read the foregoing Partnership Agreement and consent to allow my share of any community property interest therein to be administered in accordance with the provisions thereof.

Date

Mrs. _____

SCHEDULE "A"

<u>NAME OF PARTNER</u>	<u>INTEREST IN PARTNERSHIP</u>
Robert John Blotzer	20%
Robbinson Lantz Crosby	20%
Juan Carlos Croucier	20%
Warren DeMartini	20%
Stephen E. Percy	20%