VI.

It is understood and agreed by and between the parties, that this partnership may be dissolved upon thirty days written notice by one, or either of the parties to the other, or earlier upon mutual agreement of the parties; that upon dissolution of the partnership at the request of one of the parties, the other party has the first option to purchase the interests of the other party; that upon the death of either of the parties, the remaining party; that to have the first option to purchase the interests of the deceased party or to continue in business with the rightful heirs of the deceased party upon mutual agreement between the remaining party and the rightful heirs of the deceased party.

VII.

The said parties hereby mutually covenant and agree, to and with each other, that during the continuance of the said partnership, neither of them shall nor will endorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the other of the said partners. And at the termination of their partnership, the said partners, each to the other, shall and will make a true, just and final account of all things relating to their said business and in all things truly adjust the same; and all and every the stock and stocks, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, fixtures, wares, debts or otherwise, shall be divided between them so that K. R. Rickey will be entitled to 58.34 per cent of the net value of the business and James M. Holcombe will be entitled to 41.66 per cent of the net value of the business, percentages being arrived at in view of the original amounts invested in the business by each of the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

J. R.

PMH.