

4. The said O. N. Kelley does hereby agree to furnish all furnishings and fixtures necessary for the business of said partnership and does hereby agree to maintain and repair same for the term of the partnership.

5. The said O. N. Kelley does hereby agree to furnish the initial stock of merchandise, to put said partnership in operation and the partnership does hereby agree to repay him for the amount of money advanced for such.

6. The net profits or net losses of the partnership business shall be divided equally between the partners hereto. On the last day of each calendar month an inventory and accounting shall be made. If there should be a profit, each partner shall receive one-half ($\frac{1}{2}$) thereof. If there should be a loss for said period, each partner shall immediately pay one-half ($\frac{1}{2}$) of same.

7. It is understood and agreed that during the term of this partnership agreement the said W. W. Odgen shall not sell to any other person the real estate upon which the business of the partnership is conducted and the said O. N. Kelley shall not sell to any other person the furniture and fixtures which shall be placed in the building upon said property. In the event either partner should wish to sell his interest in the partnership business he shall not do so without making in the other partner an offer to buy or sell at a named figure and the other partner shall have thirty days from written notice of same to decide whether to buy or to sell. In the event that either partner shall sell, it is understood and agreed that he shall receive as rental for the real estate or furniture and fixtures, as the case may be, the sum of Seventy-Five (\$75.00) Dollars per month for the remainder of the term for which this partnership is formed.

8. At the expiration of this partnership agreement an accurate inventory and accounting shall be made and if there is a profit it shall be divided equally between the partners and if there is a loss each of the said partners shall pay one-half ($\frac{1}{2}$) of same.