

JERRY FORTENBERRY shall allow this partnership to use two ponds on his property to carry out the business purpose of the partnership but without becoming the property of the partnership; its use shall be for the length of time and upon the terms agreed to by JERRY FORTENBERRY and JOHN CAMPBELL.

8. Each of the partners shall share in the profits of the business on the following basis:

- (a) JOHN CAMPBELL is to receive fifty (50%) percent of the net profits and bear fifty (50%) percent of the losses;
- (b) JERRY FORTENBERRY is to receive fifty (50%) percent of the net profits and bear fifty (50%) percent of the losses.

9. Each partner shall own the following percentage of partnership property acquired: JOHN CAMPBELL - Fifty(50%) percent
JERRY FORTENBERRY-Fifty(50%)percent.

10. Books of account of the transactions of the partnership shall be kept at the place of business and shall be at all times open to the inspection of either partner. Each partner shall cause to be entered upon said books a just and true account of all of his dealings, receipts and expenditures for or on account of said firm.

11. In the month of December of each year beginning in 1983, a full and complete inventory of any stock shall be taken, and a complete statement of the condition of the partnership shall be made and an accounting between the partners shall be had, and the profits or losses of the preceding 12 months of that fiscal year shall then be divided and paid or contributed. The fiscal year shall begin on the first day of January of each year and end on December 31st of the same year.

12. (a) Commencing April 30, 1983, and unless amended by mutual agreement to an earlier date, each of the partners shall be permitted to draw from the funds of said firm equal amounts of the net profit subject to the approval of both partners in weekly payments to be determined by mutual agreement at a

0.860

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