

profits shall be equally divided between said partners and in case no profits shall be made, the partners with drawing any part of the funds of the concern shall restore the same with legal interest within three months when requested to do so by the other partners.

Sixth That no Clerk or principal manager shall be engaged by either of said partners in or about said partnership business or otherwise without the consent of the other of them.

Seventh That a full and accurate statement of the affairs of the firm and a clear balance of profit or loss shall be made every six months and which shall be signed by both partners and entered in the books of the firm which statements and balances shall be conclusive and binding on both partners two copies of which signed by the clerk and attested by both partners shall be furnished to each partner.

Eighth That the death of either partner shall not of itself work a dissolution of the firm but that the surviving partners with the assent of the executor or administrators of the estate of the deceased partner shall continue the business on joint accounts until they period fixed by these articles for the continuance of the firm shall expire.

Ninth It is further agreed that the joint business of said partners shall be continued for such further period of time after the expiration of the time fixed by these articles by an indorsement in writing on these articles signed and sealed by each of said partners prior to the expiration of the time fixed in these articles. The period of commencement to be at the expiration of the time fixed in these articles and the expiration to be at such time as shall be determined on by said said partners and inserted in said indorsement in writing and which continued partnership shall be subject to the several covenants and agreements within expressed contained

Tenth That in case either party shall violate any of the stipulations and agreements contained in the foregoing articles of agreement such violation shall operate as dissolution of the firm unless such breach be waived by the other partner and any other legal cause of dissolution (except death) shall also not the option of the partner not guilty of any legal violation of the object of the copartnership work such dissolution of testimony whereof the said Peregrine Fitzhugh & Jacob M. Kunkel have hereunto set their hands and affixed their seals on the day and year first above written.

Witness my hand and seal this 1st day of June 1860  
Peregrine Fitzhugh (Seal)  
Jacob M. Kunkel (Seal)  
Wm. S. Maulsby