

said Partners shall be employed by the said Partnership, nor shall any such relative be allowed or receive any special discounts.

It is understood and agreed that this Partnership shall be effective as of January 1, 1946, and continue from year to year, from that date, unless sooner terminated by mutual consent, or as hereinafter set forth.

It is agreed that the death of either of the above Parties shall immediately terminate this Partnership and that the surviving Partner shall duly pay and deliver to the proper legal representatives of the deceased Partner the value of the assets in the proportion of ownership at the time of said death.

It is agreed that should Ezelle Holder wish to dissolve this Partnership at any time, that he may do so upon (60) days notice in writing to W. Albert Willis, and upon paying to W. Albert Willis a just and proper sum representing his interest in the Partnership. Should W. Albert Willis be dissatisfied with the amount determined by Ezelle Holder, the Parties hereunto agree that the value of the interest of W. Albert Willis shall be settled by arbitration; each of the Parties selecting <sup>one</sup> each arbitrator and the two arbitrators so selected, to select a third, and the Parties agree to accept the decision of the arbitrators.

It is agreed that should W. Albert Willis wish to dissolve the Partnership at any time, that he is to give Ezelle Holder sixty (60) days notice in writing and that within the said sixty (60) days Ezelle Holder shall pay to W. Albert Willis a just and proper sum representing his interest in said Partnership, in cash or notes property secured, or assets of the Partnership. Should W. Albert Willis be dissatisfied with the amount determined by Ezelle Holder or the security offered, the Parties agree that the value of the interest of W. Albert Willis and the question of proper security shall be settled by arbitration as above provided.

IN WITNESS WHEREOF the Parties above named have hereunto set their hands and seals this the day and year above written. Said agreement being in duplicate and each Party acknowledges the receipt of one duplicate original.

Signed and Sealed in the presence of:

Ezelle Holder (SEAL)  
W. Albert Willis (SEAL)

Emilie M. Bird  
W. D. Workman

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me Emilie M. Bird and made oath that she saw the within named Ezelle Holder and W. Albert Willis sign, seal and deliver the within PARTNERSHIP AGREEMENT and that she with W. D. Workman witnessed the execution thereof.

SWORN to before me this the 27th day of December, 1945.

Emilie M. Bird

W. D. Workman (L.S.)  
Notary Public for South Carolina

No Stamps

Recorded December 27th, 1945 at 4:26 P.M. #15273

By E.B.