

GREENVILLE S.C.
3 3 1951

THE STATE of SOUTH CAROLINA)
COUNTY of GREENVILLE) PARTNERSHIP AGREEMENT

We, Harold Suddeth and Floyd Elkins, for and in consideration of our respective promises herein to each other, do hereby enter into this partnership agreement by and between ourselves, to wit:

We do hereby mutually promise and agree to be partners in the business of repairing motor vehicle radiators, under the following terms and conditions:

(1) The trade name of the business shall be the "Greenville Radiator Shop," and the business location shall be 27 North Academy Street, in Greenville, South Carolina; but the trade name and business location can be changed at any time by mutual agreement of the partners;

(2) Each of us agree to furnish one-half of the necessary capital and working funds of the business, and to devote his full time and attention to the conduct of the business;

(3) Each of us agree to bear one-half of any and all losses of the business, and to share equally in any and all profits thereof; and all losses of the business shall be adjusted, and all profits of the business shall be divided, by and between the partners at frequent intervals, as the partners may mutually agree;

(4) This partnership agreement shall continue in force and effect until dissolved in one of the ways hereinafter provided; and each of us do hereby authorize and empower his Executor or Administrator, in case of his death, or his legally constituted committee, in case of mental incapacity, to continue in the operation of this business, and in either of those cases, the surviving partner shall be fairly and reasonably compensated for his time and effort devoted to the business, out of its profits or other assets;

(5) While both partners live, the partnership may be dissolved in any of the following ways:

(a) By mutual agreement of the partners, on such terms and conditions as they may agree to;

(b) By either partner giving a ninety (90) day written notice to the other of his decision to dissolve the partnership, and at the end of said ninety (90) days the partnership shall terminate, and the debts of the partnership shall all be paid and its assets shall be equally divided between the partners, but no partner shall use the name of the business, lease or do business in its last location, or have its last telephone number, without the consent of the other partner; and,

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Harold Suddeth
Floyd Elkins

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