

Fred J. J.

*Agreement
between*

*Cass Sunstein, Abraham J.
Sunstein and Solomon
W. Sunstein.*

Dated February 21-1896.

C. x J.

THIS AGREEMENT, MADE the 21st, day of February, 1896,
by and between Cass Sunstein, Abraham J. Sunstein and Solomon
H. Sunstein, all of Allegheny City, Allegheny County, Penn-
sylvania.

WITNESSETH: THAT the said parties have associated
themselves, and do hereby associate themselves as co-part-
ners, for the purpose of carrying on the business of manu-
facturing and distilling liquors at West Brownsville, Wash-
ington County, Pennsylvania; and for the purpose of selling
liquors at wholesale in the City of Pittsburg, Allegheny
County, Pennsylvania, for a period of twenty-five (25) years,
from the first day of May 1896:

The distilling business of said co-partnership shall be
carried on under the firm name and style of Thompson Distill-
ing Company, and the wholesale liquor business shall be
carried on under the firm name and style of C. Sunstein &
Sons.

The profits of the entire business of said co-partner-
ship shall be divided among said partners in the following
proportion: Cass Sunstein four-ninths ($4/9$); Abraham J.
Sunstein three-ninths ($3/9$); and Solomon H. Sunstein two-
ninths ($2/9$): and the losses occurring in said business
shall be borne in the same proportion.

The amount contributed by each of said parties to the

capital of said co-partnership, the receipt of which each does hereby acknowledge to the other, is as follows: Cass Sunstein One-hundred Fourteen Thousand, Five-hundred Fifty-three and 10/100 (\$114,553.16) Dollars; Abraham J. Sunstein Sixty-three Thousand Four-hundred Seventy-eight and 48/100 (\$63,478.48) Dollars; and Solomon H. Sunstein Forty Thousand Nine-hundred Forty-eight and 63/100 (\$40,948.63) Dollars. The death of any of said co-partners shall not work the dissolution of this co-partnership.

At any time after two (2) years from the decease of any of said partners the surviving partners shall have the right to purchase the interest of the deceased partner in said firm, at the price to be determined as follows: The value of the same shall be fixed by the following two (2) persons: Marcus Feuchtwanger, of Allegheny City, Pennsylvania, and the widow of the deceased partner. In case said two persons cannot agree upon said valuation, then they shall call as umpire Jacque Weil, of Allegheny City. The decision of any two of them shall be final, binding and conclusive upon all parties interested, without exception or appeal. The price so determined shall be paid by the surviving partners in three (3) years from the date that such valuation is fixed, with interest, but without any security being given to secure the purchase price.

In estimating the value of interest of the deceased partner, persons chosen for that purpose shall place no value upon the good will and brands of said business; it being hereby agreed that the interest of the deceased partner in said good will and brands shall pass to the surviving partners, without cost or charge for the same.

From the date of the decease of any of said partners, up to the time of the purchase of the decedent's interest by the surviving partners, said business shall be continued by the surviving partners as trustees for the estate of decedent, and as such trustees shall have full power and authority to carry on said business without interference in any manner, or to any extent by the heirs, or legal representatives of the deceased partner; and said trustees shall render their services without compensation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 21st, day of February, 1896.

WITNESS.

John Cohen

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)