

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL PARTNERSHIP AGREEMENT

OF

MEADOWLARK FARMS

THIS AGREEMENT is made and entered into this the 30TH day of NOVEMBER, 1982, by and among ✓NICHOLAS C. CAIRNS, RAPHAEL CAIRNS, and CHRISTOPHER C. CAIRNS (the partners shall hereinafter sometimes be referred to as the "Partners").

W I T N E S S E T H:

WHEREAS, the Partners desire to enter into a written partnership agreement; and

WHEREAS, the Partners desire to acquire for investment certain real estate, which is described in Exhibit "A" attached hereto and made a part hereof, and to mortgage, operate and develop such property and to operate a restaurant or such other business or businesses on such property, as the Partners may from time to time so determine;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and undertakings of the parties, the parties do hereby agree and bind themselves as follows:

ARTICLE 1

Formation of General Partnership

The Partners hereto do hereby form a general partnership and constitute themselves as General Partners of the partnership for the purpose of purchasing, owning, leasing, and selling real estate, and generally dealing with real estate, and owning and operating a restaurant or such other business or businesses as the Partners feel is in the best interest of the partnership.

Partnership Book 2 Page 271

P.O. Box 145
Alabaster, AL 35007

ARTICLE II

Partners

The names and addresses of the Partners are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Nicholas C. Cairns	Route 1, Box 145 Alabaster, Alabama 35007
Raphael Cairns	Route 1, Box 145 Alabaster, Alabama 35007
Christopher C. Cairns	Route 1, Box 145 Alabaster, Alabama 35007

ARTICLE III

Name

The name of this general partnership shall be Meadowlark Farms.

ARTICLE IV

Place of Business

The principal office of the partnership will be located at Route 1, Box 145, Alabaster, Alabama. The Partners may from time to time change the office address of the partnership.

ARTICLE V

Duration of Partnership

The partnership shall commence on the date first above written and shall continue until terminated as hereinafter provided. The partnership shall be dissolved and terminated upon the happening of any of the following events, whichever first occurs:

(a) Any disposition by the partnership of its entire interest in real estate previously owned by the partnership, including the disposition of any and all mortgages, leaseholds, securities or other interests which may be acquired by the partnership upon a transfer of its entire interest in such real estate;

(b) The agreement of a majority in interest of the Partners then comprising the partnership to dissolve the partnership; or

(c) Termination of the partnership by operation of law.

In the event the Partners terminate and dissolve the partnership, the Partners shall proceed promptly thereafter to liquidate the partnership business, and the assets of the partnership shall be used and distributed as provided hereinafter.

ARTICLE VI

Capital

The real property described in Exhibit "A" attached hereto and made a part hereof has been contributed to the capital of the partnership, by or on behalf of each Partner, as follows:

<u>NAME</u>	<u>PERCENTAGE</u>
Nicholas C. Cairns	33-1/3%
Raphael Cairns	33-1/3%
Christopher C. Cairns	33-1/3%

The capital of the partnership shall consist of such real property and such assets as shall be purchased by the partnership from funds contributed or borrowed by the partnership. The initial capital accounts of the respective Partners shall be equivalent to the percentages in such capital of the partnership as set forth in this paragraph hereinabove. In the event it is necessary for the Partners to contribute additional capital to the partnership for the partnership business, the Partners shall contribute the necessary capital in accordance with the percentages set out in this paragraph hereinabove. If capital is borrowed, all of the Partners, if required by the lending agency, will sign jointly, but the parties acknowledge that, as among themselves, their liabilities shall be in accordance with the percentages as set out in the paragraph hereinabove.

Each Partner agrees to endorse or otherwise guarantee, jointly and severally, if required, and to obtain the endorsement

or guaranty, if required, of his spouse, to any lending agencies and their representatives for indebtedness of the partnership incurred in connection with the business of the partnership. It is understood, however, as above stated, that in the event the Partners sign such obligations so as to be jointly and severally liable, as among themselves, their liability shall be in accordance with the percentages set out hereinabove.

In the event any Partner shall fail to make the advances deemed necessary to be made by the majority ownership of the Partners to the general partnership, or in the event any such Partner shall fail to execute endorsements or guaranties heretofore mentioned, then the other Partners, at their election, may:

(a) Deduct from the amount of capital of the partnership owned by the defaulting Partner, or any drawing account or any other monies due to defaulting Partner, all or any portion of the amount of such required advance; and/or

(b) Treat the amount of such required advance from the defaulting Partner as a sum of money owed the partnership by the defaulting party, due immediately, together with interest at the maximum legal rate permissible, and may file suit to collect the same, in which case no offsets owed that defaulting Partner shall be permitted to reduce the amount of money otherwise owing to the partnership by the defaulting Partner; and/or

(c) Sell and assign enough of such defaulting Partner's interest, absolutely, to the partnership or the other Partners, or others, so as to supply the funds necessary to pay such required advance; such interest to be equal to the book value as determined in ARTICLE XV of this Agreement.

ARTICLE VII

Profits and Losses

The net profit of the partnership shall be divided among the Partners and the net losses of the partnership shall be borne by the Partners in their respective percentages set out in ARTICLE

VI. A separate income account shall be maintained for each Partner. Partnership profits and losses shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance in his income account, losses shall be charged to his capital account.

From time to time the partnership may distribute to the Partners such sums as the Partners consider advisable. Any such distribution shall be made in proportion to the respective Partner's interests in the profits and losses of the partnership as of the time of distribution, except that if a Partner is indebted to the partnership, the amount of such indebtedness may be withheld from the amount which would otherwise be distributed.

Except as may otherwise be provided upon agreement by a majority in interest of the Partners, none of the Partners shall receive any interest on his contribution to the capital of the partnership and none of the Partners shall receive any salaries for services rendered on behalf of the partnership, provided that the Managing Partner may be paid such compensation as a majority of the Partners agree upon from time to time.

ARTICLE VIII

Management and Control

1. Nicholas C. Cairns is hereby appointed as the Managing Partner of the partnership. A majority in interest of the Partners shall have the right at any time to substitute, change, or modify the foregoing appointment.

2. The Managing Partner shall have full charge of the general management, conduct and operation of the partnership business in all respects (except as hereinafter expressly set forth) and in all matters, including, but not limited to, full power to mortgage the personal and real property owned by the partnership, whether such mortgage be a first or junior mortgage, and to make any agreements modifying or amending such mortgages. The Managing Partner is authorized and empowered to execute in the

Partnership Book 2 Page 275

name and on behalf of the partnership (without requiring the signature and execution by the other Partners) any and all leases, mortgages, promissory notes, easements, contracts, agreements, lien waivers, documents and other instruments as he may deem best in connection with the operation, management and financing of subject real estate.

3. Notwithstanding anything to the contrary set forth in this Agreement, the Managing Partner shall not have authority to sell all or any part of the real estate owned by the partnership, except with the approval of a majority in interest of the Partners.

4. The management operation, financing and development of the real estate and all business of the partnership shall be at the risk of the partnership and not at the risk of the Managing Partner other than as one of the Partners.

ARTICLE IX

Accounting Provisions

1. Fiscal Year: The fiscal year of the partnership shall be the calendar year, or such other year as the Partners may from time to time determine.

2. Books and Records: At all times during the continuation of this partnership, the Partners shall cause to be maintained full and accurate books of accounts, in which shall be entered the transactions of the partnership. Such books shall be maintained in the principal office of the partnership, or at such other office as shall be designated for such purpose by the Partners, and all Partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each partnership accounting year.

3. Annual Operating Statements: Each Partner shall receive an annual statement of gross receipts, operating expenses and net profits as prepared by the Managing Partner or the partnership's accountants, and these statements will be delivered to each

Partnership Book 2 Page 276

Partner within a reasonable time after the close of the partnership accounting year.

ARTICLE X

Transfer of Partnership Interest

1. Except for the contemplated transfer of the partnership interest of Thomas C. Cairns, III to Nicholas C. Cairns, to which the Partners hereby consent, so long as this Agreement shall remain in effect no Partner shall sell, assign, transfer, mortgage, alienate, hypothecate, or in any way encumber or dispose of all or any part of the interest in the partnership which he now owns or which he may hereafter acquire, except as hereinafter provided.

2. In the event that any Partner desires to sell, assign, transfer, or dispose of the interest which he owns or may hereafter acquire in the partnership (except the aforementioned transfer), the partnership shall purchase, and the Partners shall sell all of the interest in the partnership at the price, and upon the terms as set out in ARTICLE XIII.

3. Notwithstanding the foregoing, a Partner may assign his interest to members of his immediate family or to a trust established for the benefit of the members of his immediate family. A Partner's immediate family includes his spouse, children and grandchildren.

ARTICLE XI

Ownership, Conveyances, and Contracts Concerning Partnership Property

As a matter of convenience to the partnership, it is hereby mutually agreed and understood that all property or assets purchased by the partnership shall be purchased in the name of the partnership. Partnership property shall be sold by the partnership by bill of sale executed by all of the Partners.

Chattel mortgages, releases, contracts of all kinds, promissory notes, and other instruments of any kind or character to

Partnership Book 2 Page 277

further the business of the partnership shall be executed by the Managing Partner.

ARTICLE XII

Additional Partners

The partnership shall not be expanded to include additional Partners unless all of the existing Partners consent to the same. The Partners may, however, if they are in agreement, take in new or additional Partners and the percentages of ownership granted to such new or additional Partners shall be taken from the existing Partners hereto in such amounts and in such fashion as may be agreed upon by the parties. A new or additional Partner shall purchase his interest from the partnership at fair market value. Such purchase price shall be payable to the partnership in twelve (12) equal monthly installments with interest at the rate of ten percent (10%) per annum, or on such other terms as the existing Partners and the new or additional Partner may agree upon.

ARTICLE XIII

Retirement of Partner

1. Any Partner shall have the right to retire and withdraw from the partnership at any time. If any Partner shall thus elect to withdraw from the partnership, he shall notify the partnership of his election. The partnership shall purchase the entire interest of the withdrawing Partner in the partnership as herein provided.

2. The purchase price of such partnership interest shall be:

(a) The price agreed upon by the parties.

(b) In the event the parties cannot reach an agreement within one hundred eighty (180) calendar days of receipt of notice of withdrawal by the partnership, the price shall be determined by an appraisal. In the event the parties cannot agree on an appraiser, the remaining Partners shall name an appraiser and the

withdrawing Partner shall name an appraiser, and the appraisers so named shall select the appraiser to make the appraisal.

3. Twenty percent (20%) of the purchase price of such interest shall be paid in cash at the closing of such purchase and the balance shall be paid in four (4) equal annual installments with interest at a rate of ten percent (10%) per annum, the first payment to begin one year after the applicable date, or on such other terms as the Partners may agree upon.

ARTICLE XIV

Controversy

Any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach, or enforcement thereof, shall be determined by a vote of the majority of partnership interests.

ARTICLE XV

Termination of Partnership

At the termination of this partnership by the expiration of its terms, and whenever liquidation of the partnership business is otherwise provided for hereunder, the Partners (or the surviving Partners) shall proceed with reasonable promptness to liquidate the business of the partnership. The profits and losses of the business during the period of the liquidation shall be divided among or be borne by the Partners (or the then remaining or surviving Partners, as the case may be), including the estate of a deceased Partner, in the respective percentages in which they share in such profits and losses prior to the event which results in such liquidation. After the payment of the partnership debts, expenses of liquidation and any loans by Partners to the partnership, the proceeds of the liquidation, as realized, shall be distributed first, in discharge of the undrawn profits of the Partners and of the estate of any deceased Partners, and then proportionately in discharge of the respective capital amounts.

Partnership Book 2 Page 279

Any excess shall be distributed among the surviving Partners and the estate of any deceased Partner in the respective percentages in which they share partnership profits immediately prior to the event which results in such liquidation. In connection with such liquidation, the surviving Partners shall have the sole discretion as to whether to sell any partnership asset, and if so, whether at public or private sale and for what amount and on what terms, or whether (if sale thereof is not required to enable payment of debts, expenses of liquidation, loans by Partners, and undrawn profits of the Partners) to distribute and transfer the same to and among the remaining Partners and the estate of any deceased Partner, in kind, by transferring interest therein in the respective percentages in which profits and losses are shared immediately prior to the event which results in such liquidation. In the event that the surviving Partners determine to sell any property, they shall not be required to sell the same promptly, but they shall have full right and discretion to determine the time when, and in the manner in which, such sale or sales shall be had, having due regard to general financial economic conditions.

ARTICLE XVI

Miscellaneous Provisions

1. The Managing Partner is authorized, in the name of the partnership, to open and maintain a bank account or accounts in any bank from time to time so designated by the Managing Partner in which shall be deposited all of the cash contributions of the partnership and all other partnership income. Any funds in the partnership bank account or accounts may be withdrawn upon the signature of the Managing Partner.

2. Whenever provisions are made in this Agreement for the giving, service, or delivery of any notice, such notice shall be deemed to have been duly given, served, and delivered, if mailed by United States registered or certified mail, addressed to the party entitled to receive the same at his address; provided,

however, that each party hereto by United States mail, registered or certified, may give written notice to change such address. Except where otherwise specified in this Agreement, any notice, statement, or other instrument shall be deemed to have been given, served and delivered on the date on which such notice was mailed as herein provided.

3. Any of the Partners may engage in and possess an interest in other business ventures of every nature and description, independently or with other, including, but not limited to, the ownership, financing, leasing, operation, management or development of a restaurant or of real property, and neither the partnership nor any of the Partners shall have any rights by virtue of this Agreement in and to such independent ventures or the income derived therefrom.

4. This Agreement sets forth the entire agreement among the parties, and supersedes any prior understanding (whether written or oral) respecting the subject matter of this partnership. There are no representations, agreements, arrangements, understandings (oral or written) between or among the parties hereto relating to the subject matter of this partnership which are not fully expressed herein.

5. In the event any portion of this Agreement should be held to be invalid or unenforceable at law, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

6. The covenants and agreements herein set forth shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, heirs, administrators, guardians, or other personal representatives.

Partnership Book 2 Page 281

IN WITNESS WHEREOF, the parties have hereunto set their hands
and seals on the day and year first above written.

Nicholas C. Cairns (SEAL)
NICHOLAS C. CAIRNS

(33-1/3% Interest)

WITNESS:

S. Kay Moore

Raphaël Cairns (SEAL)
RAPHAEL CAIRNS

(33-1/3% Interest)

WITNESS:

S. Kay Moore

Christopher C. Cairns (SEAL)
CHRISTOPHER C. CAIRNS

(33-1/3% Interest)

WITNESS:

S. Kay Moore

ACKNOWLEDGEMENTS

STATE OF ALABAMA)

SHELBY COUNTY)

I, a Notary Public, hereby certify that Nicholas C. Cairns and wife, Raphael Cairns, whose names are signed to the foregoing agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of November, 1982.

F. G. M. M. M.
Notary Public

My commission expires 9/26/84

STATE OF ALABAMA)

SHELBY COUNTY)

I, a Notary Public, hereby certify that Christopher C. Cairns whose name is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 3 day of November, 1982.

F. G. M. M. M.
Notary Public

My commission expires 9/26/84

Partnership Book 2 Page 283

EXHIBIT "A"

PARCEL I:

Part of the NE-1/4 of NW-1/4 of NE-1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the northwest corner of said 1/4-1/4-1/4 section, run in an easterly direction along the north line of said 1/4-1/4-1/4 section for a distance of 90.43 feet, thence turn an angle to the right of 90 deg. and run in a southerly direction for a distance of 295.20 feet, thence turn an angle to the right of 90 deg. and run in a westerly direction for a distance of 82.98 feet, more or less, to a point on the west line of said 1/4-1/4-1/4 section, thence turn an angle to the right and run in a northerly direction along said west line of said 1/4-1/4-1/4 section for a distance of 295.20 feet, more or less, to the point of beginning.

PARCEL II:

Part of the NW-1/4 of NW-1/4 of NE-1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the Northeast corner of said 1/4-1/4-1/4 section, run in a westerly direction along the North line of said 1/4-1/4-1/4 section for a distance of 295.2 feet; thence turn an angle to the left and run in a Southerly direction parallel to the East line of said 1/4-1/4-1/4 section for a distance of 295.2 feet; thence turn an angle to the left and run in an Easterly direction parallel to the North line of said 1/4-1/4-1/4 section for a distance of 295.2 feet to a point on the East line of said 1/4-1/4-1/4 section being 295.2 feet South of the point of beginning; thence turn an angle to the left and run in a Northerly direction along the East line of said 1/4-1/4-1/4 section for a distance of 295.2 feet to the point of beginning, containing 2.0 acres, more or less, together with the existing easement for ingress and egress to said property over and across the existing roadway 20 feet wide extending from said property to County Road No. 66 (known as Industrial Road); subject, however, to current taxes.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 MAR -8 PM 12:50

F. Thomas A. Shanderson, Jr.
JUDGE OF PROBATE

Rec 21.00
Jud 1.00
22.00

Partnership Book 2 Page 284