

STATE OF ALABAMA

JEFFERSON COUNTY

GENERAL PARTNERSHIP AGREEMENT

WHEREAS, the parties hereto desire to join together in a partnership in accordance with the Partnership Act of the State of Alabama, and do hereby enter into and agree to bind themselves and those other parties who execute a counterpart of this agreement to the following terms and conditions:

1. FORMATION AND NAME OF PARTNERSHIP. The undersigned do hereby form a General Partnership under the name of Hastings Realty Company, a general partnership.

2. PRINCIPAL OFFICE. The principal office and place of business of the Partnership shall be maintained at 2408 Valleydale Road, Pelham, Alabama. The Partnership may have such additional offices or places of business as the Partners shall deem advisable.

3. The Partnership shall engage in the business of purchasing, owning, leasing, selling, mortgaging, and otherwise dealing in real estate and to engage with others in activities or business pursuits directly or indirectly relating to the purpose of the Partnership as set forth herein, and as may be necessary, beneficial or convenient from time to time in the promotion or conduct of the business of the Partnership.

4. TERM OF PARTNERSHIP. The term of the Partnership shall commence upon the date the first Partner signs the Partnership Agreement, and shall continue until the year 2,000, and thereafter from year to year, unless terminated in accordance with the provisions hereinafter stated.

5. CERTIFICATE OF PARTNERSHIP. This agreement shall constitute not only the agreement between the parties, but shall also constitute the Partnership Certificate required by the Alabama Code 1975, Title 10, Chapter 9. The Partners shall cause it to be filed and recorded in accordance with Title 10, Chapter 9 of the Alabama Code 1975, in Jefferson County, Alabama, and in such other counties within or without the State of Alabama, in which the Partnership may thereafter establish a place of business, own property or in the opinion of the Partners that might be desirable or necessary.

6. CAPITAL OF THE PARTNERSHIP. The amount of capital with which the Partnership shall commence business shall be the sum of Five Thousand Dollars

VINCENT & HASTY, P.C.

ATTORNEYS AT LAW
140 SOUTHCREST DRIVE

BIRMINGHAM, ALA 35209

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(\$5,000.00). Each Partner shall contribute in cash to the capital of the Partnership the amount set forth beside his name on the signature page hereof at the time of execution of this agreement.

Contributions to the capital of the Partnership shall not bear interest. However, any advance of money to the Partnership by any Partner in excess of his respective agreed capital contribution shall not be deemed a capital contribution to the Partnership, but a debt due from the Partnership, and shall be repaid with interest at the rates and times as determined by the Managing Partners.

7. APPLICATION OF FUNDS. It is understood and agreed that the Partners will use the funds of the Partnership only for the purposes of purchasing such goods, materials, tools, real estate and equipment as may be required by the business; and for the expected organizational expenses, payrolls of employees as shall be necessary and proper in the performance of the various contracts entered into from time to time, and obligations undertaken by, and in the name of the Partnership; and entering into, where deemed to be necessary, proper, economical, and convenient, contracts with others for work which might be done more economically by or through such other plant or plants from time to time; that none of the contributed capital or any funds which may hereafter be advanced by the Partnership shall be expended for personal use or invested in any project or contract other than the projects of the partnership.

8. SALE, TRANSFER AND ASSIGNMENT OF PARTNERSHIP INTEREST. The interest of a Partner may not be disposed of except as provided in this paragraph.

(a) No sale, transfer or assignment of ownership or shares in the Partnership held by any Partner shall be binding upon the Partnership or a Partner unless the prior consent of the other Partners has been obtained. The consent of the Partners shall be made in writing.

9. PROFITS AND LOSSES. At the close of each fiscal year the net profits, or losses, of the Partnership shall be determined by generally accepted accounting principals and distributed or borne, as the case may be, in accordance with the percentage of ownership of each Partner.

10. MANAGEMENT POWER. The Managing Partner or Partners shall have the full, exclusive and complete discretion in the day-to-day management and control of the business of the Partnership for the purposes of this agreement. The

Managing Partner or Partners shall be designated by the Partners, provided, however, that the designation of a Managing Partner or Partners is not a condition precedent to the conduct of the Partnership business and such designation shall take place at the discretion of the Partners.

11. RIGHTS AND DUTIES OF THE MANAGING PARTNER OR PARTNERS.

During the continuance of this Partnership, the rights and duties of the Managing Partners shall include, but not be limited to, the following:

(a) To manage and control the affairs of the Partnership to the best of its (their) ability and use its (their) best efforts to carry out the purposes of the Partnership;

(b) To devote such time to the Partnership as shall be reasonably required for its welfare and success;

(c) In its (their) discretion and on behalf of the Partnership, to borrow, or lend money, and make, deliver or accept any commercial paper; and,

(d) To purchase or contract to purchase, sell or contract to sell the property for or of the Partnership;

(e) To make any sale or other disposition, encumbrance, mortgage or lease, (or any modification, cancellation or replacement of any existing mortgage or lease) on behalf of the Partnership, or any or all of the Partnership's assets on such terms and conditions as may be determined by the Managing Partners at its (their) sole discretion;

(f) To employ, when and if required, such employees as he (they) may from time to time determine.

12. RESTRICTIONS ON MANAGING PARTNERS. Without the written consent of all the Partners, the Managing Partners shall have no authority to:

(a) Do any act in contravention of this agreement;

(b) Do any act which would make it impossible to carry on the ordinary business of the Partnership;

(c) Confess to judgment against the Partnership;

(d) Possess Partnership property, or assign its right in any specific Partnership property, for other than a Partnership purpose.

13. SALARIES AND DRAWINGS. Except as otherwise specifically provided in this agreement, none of the Partners shall receive any salary for services rendered on behalf of the Partnership or in their capacity as Partners; provided,

however, the salaries of certain key and skilled personnel, deemed necessary to be employed on behalf of the Partnership by the Managing Partners, shall be paid by the Partnership. Salaries and/or commissions will be paid key, skilled and regular employees employed by the Partnership; and such means or amounts of remuneration shall be determined from time to time by the Partners.

14. RELATED PARTIES. The fact that a Partner or a member of the family of a Partner is employed by, or directly or indirectly interested in or connected with, any person, firm or corporation employed by the Partnership to render or perform a service, or from or through which the Partnership may purchase or sell any property, shall not prohibit the Managing Partners from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Partnership nor any of the Partners herein shall have any rights in or to any income or profits derived therefrom as a consequence of the Partnership relationship created.

15. INDEPENDENT VENTURES. Any of the Partners may engage in and possess an interest in any other business ventures of every nature and description, independently or with others, including, but not limited to that hereby undertaken and neither the Partnership nor any of the Partners thereof shall have any rights by virtue of this agreement in and to such independent ventures or the income or profits derived therefrom.

16. FISCAL YEAR. The fiscal year of the Partnership shall end on the 31st day of August of each year.

17. BOOKS OF ACCOUNT. The Managing Partners shall keep on a cash basis or accrual method, in accordance with generally accepted accounting principles, adequate books of account of the Partnership wherein shall be recorded all of the contributions to the capital of the Partnership and all of the expenses and transactions of the Partnership. Such books of account shall be kept at the principal place of business of the Partnership and each Partner, or his authorized representative, shall have at all times during reasonable business hours free access to and the right to inspect and copy such books of account.

18. FINANCIAL STATEMENTS. The Managing Partners shall cause to be delivered to each Partner, on or before November 31 of each year, a balance sheet of the Partnership as of August 31 of the preceding fiscal year, together with a statement of income and expenses of the Partnership for the preceding year, both

of which shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis and shall be prepared by a firm of Certified Public Accountants as the Partnership shall appoint for such purposes. Necessary tax information with respect to the Partnership shall be furnished by the Managing Partners to each Partner on or before January 30th of each year. At least semi-annually the Managing Partners shall deliver to each Partner an interim report containing such information with respect to the Partnership during the period covered thereby as the Managing Partner shall deem appropriate.

19. BANKING. All funds of the Partnership shall be deposited in such bank account or accounts as shall be designated by the Partnership. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the Managing Partners may designate.

20. LOANS BY PARTNERS. Any of the Partners may loan money to and transact business with the Partnership. In such event, advances made by the Partners, together with interest thereon shall be repaid at such rates as determined by the Partnership.

21. DISSOLUTION. The Partnership shall be dissolved upon any of the following events:

- (a) The desire of all the Partners to dissolve;
- (b) The bankruptcy, receivership, dissolution, liquidation, resignation or expulsion of the Partnership or assignment for the benefit of creditors by the Partnership.

22. TERMINATION. The Partnership shall be terminated upon either of the following events:

- (a) Any disposition by the Partnership of its entire interest in the property, including any contracts or other property which may be acquired by the Partnership during the term hereof, or the cessation of the Partnership business;
- (b) Should any Partner withdraw from the Partnership during the term hereof for any reason provided herein; such Partner shall, if the interest held by the withdrawing Partner be free from encumbrances, offer in writing to sell the interest in the sequence and to the party, or parties, designated below;

- (i) To the surviving Partner, as a whole, to be divided among them as each of their interests in the Partnership at the time appears.

(2) If the offer to sell set out above is not accepted by the said surviving parties described in Paragraph 22(b) above within thirty (30) days of the date of said written offer, then an offer shall be made in writing to any one or more of the surviving Partners who may wish to purchase the interest being offered for sale. Should there be more than one surviving Partner interested in purchasing the interest being sold, then the persons interested in buying shall be treated as equally as possible by the withdrawing Partner; if only one of the survivors is interested the entire interest may be sold to such survivor.

(3) In the event all surviving Partners shall refuse the offer within thirty (30) days from the last offer made in writing, the withdrawing Partner shall notify the other Partners of his intention to withdraw whereupon the surviving Partners may either produce a new prospective Partner who shall purchase the interest, enter a new Partnership Agreement upon which all surviving Partners and the new Partner can agree and continue the business; or, in the alternative, the Partners shall cause the Partnership to be dissolved, according to the terms hereof, and the assets of the Partnership distributed according to Paragraph 22 below.

The price at which a withdrawing Partner's interest may be sold in event of withdrawal shall be determined in the following manner and sequence:

(a) As the seller and purchaser(s) may mutually agree; or, if not agreed upon,

(b) As determined by the Certified Public Accountant handling the accounting work for the Partnership and from the books of the Partnership; or, if not then agreed upon,

(c) At a value to be set by a board in arbitration to be comprised as follows: The seller shall select an Attorney or Certified Public Accountant, the prospective purchaser(s), shall select an Attorney or Certified Public Accountant, which two nominees shall select a third party who shall be the Judge of a Circuit (or higher) Court in the State of Alabama, or a qualified and impartial third party appointed by such a Judge. Should the Judge so designated refuse to serve or appoint a third arbitor, then the two already appointed shall be authorized to select a third qualified and impartial party to serve, whether a Judge or not. A majority determination as to the value

of the interest shall then be binding upon both seller and purchaser. The cost of such services required to reach a valuation in any of the above circumstances shall be borne jointly and assumed equally by both buyer and seller.

23. DISTRIBUTION ON TERMINATION. Upon the termination of the Partnership, its affairs shall be concluded in the following manner:

(a) The Managing Partners shall proceed to the liquidation of the Partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority.

First: To the payment of debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

Second: To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof;

Third: Any balance then remaining shall be distributed among the Partners, in accordance with the column headed "Percentage of Ownership" on the signature page.

(b) A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liability as to creditors so as to enable the Managing Partners to minimize the normal losses attendant upon liquidation.

(c) Each of the Partners shall cease to be such and shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership.

(d) The Managing Partners shall not be liable for the return of the capital contributions of the Partners, or any portion thereof. Any such returns shall be made solely from Partnership assets.

24. DEATH OF A PARTNER. The death of a Partner shall not dissolve nor terminate the Partnership. In the event of such death, the personal representative of the deceased Partner shall have all the rights of a Partner in the Partnership to the extent of the deceased Partner's interest therein, and may be admitted to the Partnership as a substituted Partner, subject to the terms and conditions of this agreement.

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25. CAPTIONS. The captions of the various paragraphs of this agreement shall not be deemed a part of this agreement and shall not be construed in any way to limit the content of such paragraphs but are inserted herein only for reference and for the convenience of the parties.

26. GOVERNING LAW. This agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama.

27. NOTICES. All notices under this agreement shall be in writing and shall be given to the parties at:

2408 Valleydale Road
Pelham, Alabama

and to the Partnership at its principal office, or at such other address as any of the parties may hereafter specify in the same manner. Unless delivered personally, such notices shall be given by certified mail, postage prepaid, return receipt requested.

28. WAIVER OF TERMS AND CONDITIONS. Any past waiver as to any of the terms and conditions of this agreement shall not operate as a future waiver of the same terms and conditions or prevent the future enforcement of any of the terms and conditions hereof.

29. LITIGATION. The Managing Partners shall prosecute and defend such actions at law or in equity as may be necessary to enforce or protect the interest of the Partnership. The Partnership and the Partners shall respond to any final decree, judgment or decision of any Court, board or authority having jurisdiction in the premises. The Managing Partners shall satisfy any such judgment, decree or decision, first out of the insurance proceeds available therefor and next out of the assets of the Partnership.

30. GENDER. All words herein in the male gender shall be deemed to include words in the female or neuter gender whenever the context shall so require.

31. TIME. Time is of the essence of this agreement.

32. ENTIRE AGREEMENT. This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and no amendment, modification or alteration in writing, dated subsequent to the date

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hereof and duly executed and recorded as required by law shall be valid unless signed by all parties hereto.

33. BINDING EFFECT. Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions and agreement contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, assigns, successors and legal representatives.

34. EFFECTIVE. This agreement shall become effective upon receipt of the funds and signature acceptance of the Partners.

35. EXECUTION IN COUNTERPART. Exact copies of this agreement have been reproduced on a copying machine and whenever, in the interest of convenience or necessity, any copy of this agreement, either original or copy of the original, is signed by a party hereto, it shall be deemed as binding and proper as if that party had signed the original copy of the agreement. This agreement may further be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and sealed this 19 day of NOVEMBER, 1984.

PARTNERS	% OF <u>INTEREST</u>	AMT. CONTRIBUTED <u>TO CAPITAL</u>
<u>Robert E. Morin</u> Robert E. Morin	50%	\$2,500.00
<u>Carleen A. Morin</u> Carleen A. Morin	50%	\$2,500.00

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, hereby certify that Robert E. Morin, 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of Nov, 1984.

[Signature]
Notary Public

My Comm. Expires 11-24-88

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, in and for said County, in said State, hereby certify that Carleen A. Morin 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of Nov, 1984.

[Signature]
Notary Public

My Comm. Expires 11-24-88

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

1984 DEC -6 PM 2:53

[Signature]
JUDGE

Rec 2500
Ind 100
2600

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