

STATE OF ALABAMA

SHELBY COUNTY

PARTNERSHIP AGREEMENT

OF

B T S CONSTRUCTION

Agreement executed this third day of December, 1984, between Bear Swamp Investments, Inc., GTI, Inc., Highland Investment Company, Inc., KDI, Inc., Shannon Builders, Inc.

1. NAME. The name of the partnership shall be B T S Construction.

2. PLACE OF BUSINESS. The principal place of business of the partnership shall be at 300 Cahaba Park South, Suite 111, Birmingham, Alabama 32433.

3. NATURE OF BUSINESS. The partnership shall engage in the business of general contracting and in such other business of a similar nature or related thereto, as shall be agreed upon by the partners. The following activities of the partnership are authorized:

a. To carry on and conduct a general contracting business, including the designing, constructing, enlarging, repairing, remodeling or otherwise engaging in any work upon buildings, roads, sidewalks, highways, bridges, or manufacturing plants, to engage in iron, steel, wood, brick, concrete, stone, cement, masonry and earth construction; to execute contracts or to receive assignments of contracts therefore, or relating thereto; also, to manufacture and furnish the building materials and supplies connected herewith.

b. To own and acquire any real or personal property and to do any and all things in connection with the purchasing, renting and construction of structures and all other acts for the purpose of carrying on the business of this partnership.

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c. To purchase, lease, hire or otherwise acquire real and personal property, improved and unimproved, of every kind and description, and to sell, dispose of, lease, convey, encumber and mortgage said property, or any part thereof. To acquire, hold, lease, manage, operate, develop, control, build, erect, maintain for the purposes of said business, construct, reconstruct or purchase, either directly or through ownership of stock in any corporation, any lands, buildings, office, stores, warehouses, mills, shops, factories, plant, gas houses, machinery rights, easements, privileges, franchise and licenses, and to sell, lease, hire or otherwise dispose of the lands, buildings or other property of the partnership, or any part thereof.

d. To engage in any commercial and industrial enterprise calculated or designed to be profitable to this partnership and in conformity with the laws of the State of Alabama; to generally engage in, do and perform any enterprise, act or vocation that a natural person might or could do or perform.

e. To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge, or otherwise dispose of or turn to account, or deal with all or any part of the property of the partnership, real and personal and from time to time to vary investment or employment of the capital of the partnership.

f. To purchase, own, trade, or sell any and all necessary merchandise, fixtures, appliances, stock, equipment, machines, vehicles, tools and other items necessary and incidental to the carrying out of the business of this partnership.

g. To own, buy, lease, mortgage, sell or otherwise acquire such real estate as may be necessary for carrying out the purposes of which this partnership is organized.

h. To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes of attainment of any of the objects for the furtherance of any of the powers hereinabove set forth, either alone or in association with other partnerships, corporations, firms, or other individuals, and to do every act or acts, thing or things, incident or pertinent to or growing out of or connected with the aforesaid business or power or any part or parts thereof, provided the same be not inconsistent with the laws under which this partnership is organized.

4. DURATION. The partnership shall commence on October 31, 1984, and shall continue until terminated as herein provided.

5. CAPITAL. The initial capital of the partnership shall be \$75,000. Each partner agrees to contribute cash, property, or assignment of debt at agreed valuation as follows:

PARTNER	AMOUNT	PERCENT
1. Bear Swamp Investments, Inc. 3 Prestwick Trace Shoal Creek, AL 35094	\$15,000	20%
2. GTI, Inc. 1225 Robin Lane Birmingham, AL 35235	\$15,000	20%
3. Highland Investment Company, Inc. 3200 Angus Lane Birmingham, AL 35243	\$15,000	20%
4. KDI, Inc. 1461 Paragon Pkwy Birmingham, AL 35235	\$15,000	20%
5. Shannon Builders, Inc. Rt. 1 Box 31E Chelsea, AL 35043	\$15,000 Promissory Note	20%

6. CONTRIBUTION OF ADDITIONAL CAPITAL. The partners shall contribute in equal shares any additional capital that they may deem to be necessary by majority vote of the partners to the operation of partnership business.

7. CAPITAL ACCOUNTS. An individual capital account shall be maintained for each partner. The capital of each partner shall consist of his original contributions of capital, increased by (a) additional capital contributions and decreased by (a) distributions in reduction of partnership capital and (b) his share of partnership losses, if charged to the capital accounts of the partners.

8. LOANS BY MANAGING PARTNERS. If any partner shall, with the written consent of the other partners, advance any moneys to

the partnership in excess of the capital contributed as set forth above, the amount of the moneys so advanced shall be considered as a loan to the partnership and shall bear interest at the rate agreed upon at that time until repaid.

9. PROFITS AND LOSSES. The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. The distribution of any net profits shall be authorized by majority vote of the partners.'

10. MANAGEMENT. The partners shall appoint one (1) working managing partners to conduct the daily ongoing operation of the partnership business. The partners may from time to time agree by majority vote to change the number of working managing partners. Said working managing partners shall be compensated from partnership revenues and said compensation shall be considered a portion of the cost of doing business.

The managing partners shall serve from year to year or until sooner removed and replaced by majority vote of the partners.

11. DUTIES.

A. The partners shall:

1. Conduct periodic review of the operation and fiscal condition of the partnership business.
2. Authorize additions to capital as the partners deem necessary by majority vote.
3. Authorize distribution of net profits by majority vote.
4. Approve organizational changes in the business.

B. The managing partners shall:

1. Carry out general business policy.
2. Bid contracts.
3. Provide daily management and supervision of the partnership business.
4. Manage accounts payable, accounts receivable and collections.
5. Make decisions on personnel and related matters.
6. Report to the partners any major changes substantially affecting the welfare of the partnership business.

11. LIMITATIONS ON PARTNERS' POWERS. No partner shall, without the consent of the other partners:

(a) Borrow money in the firm name for firm purposes or utilize collateral owned by the partnership as security for such loans.

(b) Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;

(c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattell mortgage, deed, guarantee, indemnity bond, surety bond or contract to sell or contract of sale of all or substantially all the property of the partnership;

(d) Lease or mortgage any partnership real estate or any interest therein or enter into any contract for any such purpose;

(e) Pledge or hypothecate or in any manner transfer his interest in the partnership, except to the other parties to this agreement;

(f) Become a surety, guarantor, or accommodation party to any obligation.

12. SALARIES. Only working managing partners shall receive any salary for services rendered to the partnership.

13. BOOKS OF ACCOUNT. The partnership shall maintain adequate accounting records. All books, records and accounts of the partnership shall be open at all times, within normal business hours, to inspection by any partner.

14. ANNUAL AUDIT. The books of account shall be audited as of the close of each fiscal year by a certified public accountant chosen by the partners.

15. BANKING. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. Checks shall be drawn on the partnership bank account for partnership purposes only and shall be signed by at least one managing partner and any one other partner.

16. ELECTION OF REMAINING PARTNERS TO CONTINUE BUSINESS. In the event of the withdrawal of a partner, the remaining partners shall have the right to continue the business of the partnership under its present name, either by themselves or in conjunction with any other person, firm or corporation, they may select but they shall pay to the withdrawing partner, the value of its interest in the partnership, as provided in the following paragraph.

17. VALUATION OF PARTNERS'S INTEREST. The value of the interest of a withdrawing partner shall be the value agreed upon between the withdrawing partners and the remaining or continuing partners. However, if no agreement has been reached within ninety

(90) days after the withdrawal date then the value shall be the withdrawing partners proportionate interest in the amount of the certificate of value determined within the last twelve months, prior to the date of withdrawal. However, if no certificate of value has been rendered within the said last twelve months, then the withdrawing partners interest shall be valued at his proportionate share of the book value of the partnership, determined under generally accepted accounting principals.

18. PAYMENT OF PURCHASE PRICE. The value of the partner's interest as determined in the above paragraph shall be paid without interest to the withdrawing partner, in thirty six (36) monthly installments, commencing on the first day of the second month after the effective date of the purchase.

19. TERMINATION. In the event the remaining partners do not elect to purchase the interest of the withdrawing partner, or in the event the partners mutually agree to dissolve the partnership, the partnership shall terminate and the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all monies remaining undistributed in the accounts of the partners shall be paid to the partners respectively entitled thereto. Then the remaining assets shall be divided according to the proportionate interests of the partners on the basis of their respective capital accounts as they stood upon the date of such

termination after crediting or debiting thereto the net profit or loss accrued or incurred, as the case may be, from the date of the last accounting to the date of termination.

20. NOTICES. All notices provided for under this agreement shall be in writing and sufficient if sent by registered mail to the last known address of the party to whom such notice is to be given.

21. APPLICABLE LAW. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled in accordance with the laws of the State of Alabama.

CICIO & NOLEN
Attorneys at Law


Rodney E. Nolen
2153 14th Avenue South
Birmingham, Alabama 35205
(205) 939-1327

IN WITNESS WHEREOF, the said BEAR SWAMP INVESTMENTS, INC., by its President, WILLIAM C. STEGALL, who is authorized to execute this agreement has hereto set its signature and seal, this the 17th day of November, 1984.

ATTEST:

BEAR SWAMP INVESTMENTS, INC.

Ann W. Stegall
SECRETARY

W. C. Stegall
PRESIDENT

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William C. Stegall, whose name as President of Bear Swamp Investments, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17th day of November, 1984.

Patricia P. Ellis
NOTARY PUBLIC

IN WITNESS WHEREOF, the said GTI, INC., by its President, JAMES GLENN TURLEY, who is authorized to execute this agreement has hereto set its signature and seal, this the 16th day of November, 1984.

ATTEST:

GTI, INC.

Nancy Ann Turley
SECRETARY

James Glenn Turley
PRESIDENT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James Glenn Turley, whose name as President of GTI, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 16th day of November, 1984.

Notary Public, Alabama State of Large
My Comm. Expires August 29, 1988
My Seal No. 123456789

Bonnie S. Linder
NOTARY PUBLIC

IN WITNESS WHEREOF, the said HIGHLAND INVESTMENT COMPANY, Inc., by its President, WILLIAM C. STEGALL, JR who is authorized to execute this agreement has hereto set its signature and seal, this the 7 day of NOVEMBER, 1984.

ATTEST:

HIGHLAND INVESTMENT COMPANY, INC.

William C. Stegall, Jr.
SECRETARY

William C. Stegall, Jr.
PRESIDENT

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William C. Stegall, Jr. whose name as President of Highland Investment Company, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7 day of November, 1984.

Carol H. Cousins
NOTARY PUBLIC

BOOK 27 PAGE 25

IN WITNESS WHEREOF, the said KDI, Inc., by its President, KAREN DIANE RUTHERFORD, who is authorized to execute this agreement has hereto set its signature and seal, this the 7 day of November, 1984.

ATTEST:

KDI, INC.

Deirdre D. Gresham
SECRETARY

Karen Diane Rutherford
PRESIDENT

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Karen Diane Rutherford whose name as President of KDI, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th day of November, 1984.

Bernice S. Tidwell
NOTARY PUBLIC

Notary Public in and for the State of Alabama
My Comm. Exp. 12-31-85
Bonded by Alabama State Notary Pub. Corp.
Birmingham, AL

BOOK 27 PAGE 26

IN WITNESS WHEREOF, the said SHANNON BUILDERS, INC., by its President, DONALD A. BROWN, who is authorized to execute this agreement has hereto set its signature and seal, this the 7 day of Nov, 1984.

ATTEST:

SHANNON BUILDERS, INC.

Shannon Brown
SECRETARY

Donald A. Brown
PRESIDENT

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald A. Brown whose name as President of Shannon Builders, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 7th day of November, 1984.

Wickey L. Curran
NOTARY PUBLIC

RECORDING FEES

Recording Fee	\$ <u>32.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>33.50</u>

STATE OF ALABAMA SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1984 DEC 10 PM 3:16
JUDGE T. F. BRYANT