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PARTNERSHIP AGREEMENT

For the mutual exchange of good and valuable consideration, Nora Whatley of Shelby County, Alabama, and Michael S. Allen of Shelby County, Alabama, hereinafter referred to as the "Partners", agree as follows:

1. Type of Business: The Partners hereby voluntarily associate themselves together as general Partners to form a Partnership for the purpose of conducting the general business of real estate development and such other businesses as may be agreed upon by the Partners.

2. Name of Partnership: The name of the Partnership shall be Whatley & Allen, an Alabama General Partnership.

3. Term of Partnership: Said Partnership shall commence on the execution of this Agreement, and shall continue until dissolved by mutual agreement of the parties or terminated as herein provided.

4. Place of Business: The principal place of business of the Partnership shall be in Montevallo, Shelby County, Alabama, and such other place or places as may be mutually agreed upon by the Partners.

5. Initial Capital: The initial Capital of said Partnership shall be the sum of \$150,000.00, of which Nora Whatley shall contribute \$130,000.00, and Michael S. Allen shall contribute \$20,000.00, to be used for the purpose of purchasing certain real estate in the name of the Partnership, for developmental purposes. Furthermore, Michael S. Allen shall execute a promissory note in favor of Nora Whatley, interest free, on even date herewith, in the sum of \$55,000.00, to be paid and fully satisfied from the initial distribution of equal profits of the Partnership, attributable to profit shares due Michael S. Allen. For example, Partnership profits shall be equally divided between the Partners, and any and all profits payable to Michael S. Allen, shall, in fact, be paid to Nora Whatley, until such time as the \$55,000.00 obligation designated herein shall have been fully satisfied. Thereafter, all Partnership profits shall actually be distributed between the two Partners, in equal shares.

6. Withdrawal of Capital: No Partner shall withdraw any portion of the capital of the Partnership without the express written consent of the other Partner.

7. Profits and Losses: Any net profits or losses that may accrue to the Partnership shall be distributed to or borne by the Partners in equal proportions.

8. Books of Account: At all times during the continuance of the Partnership, the Partners shall keep accurate books of account in which all matters relating to the Partnership, including all income, expenditures, assets, and liabilities thereof, shall be entered. Said books shall be kept on a cash basis and shall be open to examination by either Partner, at any time.

9. Fiscal Year: The fiscal year of the Partnership shall end on the last working day of December each year.

10. Accountings: A complete accounting of the Partnership affairs as of the close of business on the last day of March, June, September, and December of each year shall be rendered to each Partner within fifteen days after the close of each such month. On each such accounting being made, the net profits of the Partnership shall be distributed to the Partners in the proportions herein provided to the extent that cash is available for such distribution. Except as to manifest errors discovered within sixty days after its rendition, each such accounting shall be final and conclusive as to each Partner.

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✓ Mitchell Spears
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P. O. Box 91
Montevallo, Al. 35115

11. Time Devoted to Partnership: Each Partner shall devote equally productive time and attention and use the utmost of his/her skills and ability in furtherance of the Partnership business.

12. Management and Authority: Each Partner shall have an equal voice in the management of the Partnership and shall have authority to bind the Partnership in making contracts and incurring obligations in the name and on the credit of the firm. However, no Partner shall incur any obligations in the name or on the credit of the firm exceeding \$100.00 without the express written consent of the other Partner. Any obligation incurred in violation of this provision shall be charged to and collected from the individual Partner incurring such obligation.

13. Salaries of Partners: As compensation for his services with respect to the Partnership business, each Partner shall be entitled to an equal distribution of Partnership profits.

14. Net Profits Defined: The term "net profits" as used in this Agreement shall mean the net profits of the Partnership as determined by generally accepted accounting principles for each accounting period provided for in this Agreement.

15. Withdrawal of Partner: Any Partner may withdraw from the Partnership at the end of any accounting period by giving the other Partner sixty days' written notice of his/her intention to do so.

16. Option to Purchase Terminated Interest: On dissolution of the Partnership by the withdrawal or other act of a Partner, the remaining Partner, on written notice to the other Partner, within sixty days of the dissolution, may continue the Partnership business by purchasing the interest of the other Partner in the assets and goodwill of the Partnership, and the remaining Partner shall have the option to purchase such interest of the withdrawing Partner by paying to such Partner or his personal representative the value of such interest determined as provided in Paragraph 17 of this Agreement.

17. Purchase Price of Partnership Interest: On exercise of the option described in Paragraph 16 of this Agreement to purchase the Partnership interest of a withdrawing or terminated Partner, the remaining Partner shall pay to the person legally entitled thereto the net book value of such interest as shown on the last regular accounting of the Partnership preceding such dissolution together with the full unwithdrawn portion of such deceased, withdrawing, or terminated Partner's distributive share of any net profits earned by the Partnership between the date of such accounting and the date of dissolution of the Partnership.

18. Buy-Sell on Death of Partner: If the Partnership is dissolved by the death of a Partner, the remaining Partner shall have the obligation within sixty days from the date of death of the deceased Partner to purchase the interest of the deceased Partner in the Partnership and to pay to the personal representative of such deceased Partner the value thereof as provided in Paragraph 17 of this Agreement. During such sixty-day period following the death of a Partner, the remaining Partner may continue the business of the Partnership but the estate or personal representative of the deceased Partner shall not be liable for any obligations incurred in the Partnership business beyond the amount includable in the estate of the deceased Partner already invested or involved in the Partnership on the date of the deceased Partner's death. The estate of the deceased Partner shall be obligated to sell as provided herein and shall be entitled, at the election of the personal representative of the deceased Partner, to either one-half of the net profits earned by the Partnership business during such sixty-day period or to interest for the use during such period of the deceased's interest in the Partnership business at the rate of eight percent per annum on the value of such interest determined as provided in Paragraph 17 of this Agreement.

19. Duties of Purchasing Partner: On any purchase and sale being made pursuant to the provisions of Paragraphs 16, 17, or 18 of this Agreement, the remaining Partner shall assume all obligations of the Partnership and shall hold the withdrawing Partner, the personal representative and estate of a deceased Partner, and the property of any such withdrawing or deceased Partner free and harmless from all liability for such obligations. Further, the remaining Partner, at his own cost and expense shall immediately cause to be prepared, filed, served, and published all such notices as may be required by law to protect the withdrawing Partner or the personal representative or estate of a deceased Partner from liability for the future obligations of the Partnership business.

20. Dissolution: On dissolution of the Partnership other than as provided in Paragraphs 16, 17, and 18 of this Agreement, the affairs of the Partnership shall be wound up, the assets of the Partnership liquidated, the debts paid, and the surplus divided equally among the Partners.

21. Notices: Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to a Partner, or, in lieu of such personal service, when deposited in the United States mail, certified, postage prepaid, addressed to such Partner at the address of the principal place of business of the Partnership or to such other place as may from time to time be specified in a notice given pursuant to this paragraph as the address for service of notice on such Partner.

22. Consents and Agreements: Any and all consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Partnership.

23. Sole and Only Agreement: This instrument contains the sole and only agreement of the parties relating to their Partnership and correctly sets forth the rights, duties, and obligations of each to the other in connection therewith as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

Executed on April 28, 1987, at Montevallo, Shelby County, Alabama.

Witness

Witness

Nora Whatley

Michael S. Allen

INSTRUMENT PREPARED BY: Mitchell A. Spears
Attorney at Law
P.O. Box 91
143 Main Street
Montevallo AL 35115
(205) 665-5076

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PROMISSORY NOTE

\$55,000.00

Montevallo, Alabama, April 28, 1987

For value received, the undersigned promises to pay to the order of Nora Whatley the principal sum of Fifty Five Thousand and 00/100 DOLLARS, (\$55,000.00), with interest thereon from N/A at the rate of 0% per annum, the principal payable as follows, namely: In periodic installments beginning on the date that profits are first made by Whatley & Allen, an Alabama General Partnership, and continuing pursuant to the Partnership Agreement attached hereto, until paid in full.

Payable at the residence of Payee, at P.O. Box 22, Montevallo, AL 35115, or such other place as the holder of the note may designate.

In the event of default in the payment of any installment of principal or interest the entire indebtedness shall become due and payable at once and in full at the option of the holder thereof.

The parties of this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally waives as to this debt, or any renewal thereof, all rights of exemption under the Constitution and Laws of Alabama, or of any other State, as to personal property, and they each severally agree to pay all costs of collection or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by any attorney, consulted, with reference to suit or otherwise. And each maker, endorser, surety and guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them or any of them and they severally agree that time of payment may be extended or a renewal note taken or other indulgence granted without notice of, or consent to, such action, without release of liability of any such party. This note may be declared due and payable with interest computed or abated to date at any time by notation hereon by the holder in the event of the insolvency of, general assignment by, judgment against or petition in bankruptcy by or against any such party liable hereunder, subject to terms of mortgage.

Prepayment privilege, (if any); None

This note is given, executed and delivered under the seal of the undersigned.

Witness:

On a Spear

Michael S. Allen

(SEAL)

Witness:

Jack Whatley

(SEAL)

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

1987 MAY -5 AM 10:15

Thomas A. Snowden Jr.
JUDGE OF PROBATE

1. Recording Fee \$ 10.00

2. Indexing Fee 1.00

TOTAL 11.00