

STATE OF ALABAMA
SHELBY COUNTY

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT made and entered into this 15th day of August, 1990, by and between Rex O. Perry, Freida Perry, and Roger L. Perry, all of Highway 49, Box 895, Columbiana, Alabama 35051, herein referred to as Partners.

W I T N E S S E T H

WHEREAS, it is the intention of said parties to formally establish a partnership for the purpose of engaging in farm production, and for all general related purposes, and

WHEREAS, it is the desire of said partners to seek additional capital and expand the business which has heretofore been in operation, and

WHEREAS, it is the intention of the partners to more clearly define the rights, privileges and restrictions inherent in being affiliated with this partnership,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and to accomplish the purpose and objectives of this Partnership Agreement, said partners agree and promise as follows:

1. The firm name and style of this partnership shall be Perry Farms and shall continue hereafter until the death of either of the partners, or until mutual agreement to dissolve, or until withdrawal of either of said partners. The principal place of business of the partnership shall be at Highway 49, Box 895, Columbiana, Alabama 35051, and/or at such other places as may be agreed upon by the partners.

2. The partners acknowledge their prior dealings and associations as partners under oral agreement, and do acknowledge that they have each put substantial amounts of capital, time and effort into the business of this partnership.

3. All profits which may accrue to said partnership shall be paid into the partnership, and all losses and expenses of the business shall be borne by the partnership and partners hereto.

4. The partners shall be responsible for the complete management, control, and policies pertaining to the operation and conduct of the business, including all personnel, purchasing, sales, contractual matters. Each partner shall devote sufficient time to the operations and management of the partnership as is necessary in performing the business.

5. All of the purchases, sales, transactions and accounts of the partnership shall be accurately kept in regular books, which shall be always open to the inspection of each of the partners, and their legal representatives respectively; and account shall be stated and settled between said partners as often as once in each year and as frequently as any of said partners may in writing request.

6. The partners acknowledge that there shall be a contribution to the partnership of the following farm equipment, products, supplies, livestock and land, and agree that such shall become partnership property irrespective of past claim of ownership or title to said property. The parties agree that the following property heretofore owned by Rex Perry and Freida Perry or any business venture which they have been a part, shall now be property of the partnership: 1 - 986 IH Tractor w/cab and air; 1 - 706 IH Tractor; 1 John Deere 9900 Cotton picker; 1 - IH 5-16" Bottom turning plow; 1 - IH 14' leveling disk; 1 - 14' Bush Hog cutting disk; 1 - 14' B S W "Do All"; 1 - 4 Row cultivator IH; 1 - IH 4 Row planter; 1 - John Deere 7' Bush hog; 1 - 3 Pt. hitch ULV; "Spray Rite" Sprayer; 3 - 22' Cotton Wagons, and that real property which is more particularly described as follows:

BOOK 042 PAGE 346

PARCEL ONE:

The South 73.65 feet of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the North 405 feet of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, EXCEPT lot described as follows:

Commence at the SE corner of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 21 South, Range 1 East; thence run East along the South line of said Section 6 a distance of 72.28 feet; thence turn an angle of 90 deg. 21 min. to the left and run a distance of 1204.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 80.00 feet to the West R.O.W. line of Co. Hwy #49 and point of beginning; thence turn an angle of 90 deg. 00 min. to the right and run North along said R.O.W. line a distance of 190.18 feet; thence turn an angle of 97 deg. 39 min. to the left and run a distance of 223.39 feet; thence turn an angle of 82 deg. 21 min. to the left and run a distance of 190.18 feet; thence turn an angle of 97 deg. 39 min. to the left and run a distance of 223.39 feet to point of beginning. Situated in E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 6, Township 21 South, Range 1 East.

PARCEL TWO:

Begin at the NW corner of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 21 South, Range 1 East; thence run East along the North line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 156.13 feet; thence turn an angle of 137 deg. 13 min. to the right and run a distance of 306.99 feet to the NW corner of property described in Deed Book 317, page 147 in the Probate Records of Shelby County, Alabama; thence turn an angle of 47 deg. 26' to the left and run Southerly along the West boundary of the property described in said deed a distance of 1119.74 feet to the South boundary of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 21 South, Range 1 East; thence run West along said boundary to a point on the West boundary of the East 15 acres of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence run North along the West boundary of said 15 acres to the North boundary of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section; thence run East along the North boundary of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ to the point of beginning of the land herein described; situated in Shelby County, Alabama.

Also, an easement 40 feet in width along the Northern boundary of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 6, Township 21 South, Range 1 West, West of Shelby County Highway No. 49 and East of the Easternmost portion of subject property.

Subject to utility easements and road rights of way of record.

Subject to rights of others, if any, in and to the use of above easement.

7. The partnership shall agree to assume all debts currently in the name of Rex O. Perry and Freida Perry.

8. Should either partner desire to terminate his interest in the partnership, or to sell his interest in the partnership, he shall first negotiate to sell his said partnership interest to the remaining partners. If a sales agreement cannot be reached, said partner shall then have the right to sell his said partnership interest to some other person, provided he first offers the sale of said partnership interest to the remaining partners at and for the same price, and upon the same terms and conditions as he could sell the same to some third person; it is intended hereby that the remaining partners shall have what is commonly known as the "right of first refusal" to buy the interest of any partner desiring to sell his interest in this partnership. However, should a partner desire to terminate his interest in the partnership, and desire to withdraw the assets he contributed to the partnership, he must first compensate the partnership for the value the particular farm assets, in question he contributed to the partnership, only if indebtedness is still owing to Farmers Home Administration. If the partnership should dissolve with debts still owing to Farmers Home Administration, each partner shall be equally liable for said debts.

9. Partners shall not incur any personal debts that may become a liability to the partnership, and partners shall be personally liable for all debts separately incurred by them. Partners shall not transfer, sign, or alienate their interest in the partnership in any manner without the prior written consent of the other partner.

10. Each partner shall have the right to sign checks, enter into contractual relations, and sign documents incident and necessary to the operation of the partnership, without the prior consent and/or signature of the other partner, so long as it relates to legitimate business for which this partnership is operating. Each partner acting pursuant to this paragraph shall be under an obligation of good faith in said performance of duties which is in the best interest of the partnership. The effect of this paragraph is to give each partner the right to act independently and bind the partnership without the signature of the other partner.

IN WITNESS WHEREOF, we, the said Rex O. Perry, Freida Perry and Roger L. Perry have hereunto set our hands and seals, the day and year first above written.

Laurie Brasher
Witness
Laurie Brasher
Witness
Laurie Brasher
Witness

Rex O. Perry
Rex O. Perry
Freida Perry
Freida Perry
Roger L. Perry
Roger L. Perry

BOOK 042 PAGE 348

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

90 AUG 15 PM 1:28

William H. Jones, Jr.
JUDGE OF PROBATE

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2	
3	7.50
4	3.00
5	1.00
Total	11.50