

PARTNERSHIP AGREEMENT

Dhirubhai M. Patel (D. Patel) of Shelby County, State of Alabama, Vinaben D. Patel (V. Patel) of Shelby County, State of Alabama, and Rakesh D. Patel (R. Patel) of Shelby County, State of Alabama, hereinafter referred to as the "PARTNERS", agree as follows:

PARTNERSHIP-TYPE OF BUSINESS

1. The Partners hereby voluntarily associate themselves together as general Partners to form a Partnership for the purpose of conducting the general business of ownership and operation of a motel on Alabama Highway 119 between U.S. 31 and I-65 in Pelham, Alabama, and such other businesses as may be agreed upon by the Partners.

NAME OF PARTNERSHIP

2. The name of the Partnership shall be **Shiva Partners**.

TERM OF PARTNERSHIP

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

PLACE OF BUSINESS

4. The principal place of business of the Partnership shall be **Pelham, Alabama** and such other place or places as may be mutually agreed upon by the parties hereto.

CAPITAL CONTRIBUTIONS

5. The initial capital of said Partnership shall be the sum of \$163,000.00, which has been contributed with the purchase of real property by D. Patel and V. Patel.

Classes of Partnership Interests. The partnership shall have two classes of partnership interests: (1) capital partnership interests; and (2) profits partnership interests. Both D. Patel and V. Patel shall each own a capital partnership interest (hereinafter referred to collectively as Capital Partners) while R. Patel shall own a profits partnership interest (hereinafter referred to collectively as Profits Partners).

Those Partners owning profits partnership interests shall have opportunities to own capital partnership interests no earlier than 10 years from the date of the execution of this Agreement and no later than 15 years from the date of the execution of this Agreement.

Additional Contributions. If at any time hereafter the Partners unanimously determine and agree that any amount of additional capital contribution is required, such additional capital contributions shall be contributed by the Partners who are Capital Partners in the same proportions as the percentages in which each of them shares in the profits of the Partnership bear to the aggregate percentage in which all of the Capital Partners share in the profits of the Partnership.

Capital Accounts. An individual capital account shall be maintained for each Capital partner. The capital interest of each Capital Partner shall consist of the balance in his capital account on the Partnership's balance sheet on the date of execution of this Agreement, increased by:

(a) Additional capital contributions, and;

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1840 Chondcroft
Pelham, AL 35124

(b) Any credit balances transferred from his drawing account to his capital account;

and decreased by:

(c) Distributions in reduction of Partnership capital, and;

(d) Any debit balance transferred from his drawing account to his capital account.

Drawing Account. An individual drawing account shall be maintained for each partner. All withdrawals (other than those that the Capital Partners agree shall be in reduction of their respective capital accounts) by a Partner shall be charged to his individual drawing account. Each Partner's share of any partnership net losses shall be charged to his individual drawing account. Each Partner's share of Partnership net profits shall be credited to his drawing account.

Balances in Drawing Accounts. At any time before the last day of the year, a credit balance in a Partner's drawing account shall constitute a liability of the Partnership to that Partner and may be withdrawn by such Partner at any time; it shall not constitute a part of a Capital Partner's interest in the capital of the Partnership. Similarly, a debit balance in a Partner's drawing account, whether occasioned by drawings in excess of his share of Partnership net profit or by allocation of his share of partnership net loss, shall constitute an obligation of that Partner to the Partnership.

WITHDRAWAL OF CAPITAL

6. No partner shall withdraw any portion of the capital of the Partnership without the express written consent of the other Partners.

PROFITS AND LOSS

7. Participation by Shares in Profits or Losses. The Partners shall participate in the profits or losses of the Partnership in proportion of their respective shares to the total shares of the Partners.

The Partners' respective shares of participation in profits or losses of the Partnership shall be as follows:

D. Patel	48%
V. Patel	48%
R. Patel	4%

Changes in Shares of Profits or Losses. Changes in shares of participation in profits or losses of the Partnership may be made from time to time by unanimous agreement of the Capital Partners and shall be evidenced by an amendment to this Agreement.

BOOKS OF ACCOUNT

8. 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 the accounting basis used by the Partnership for income tax purposes and shall be open to examination by any Partner at any time.

FISCAL YEAR

9. The fiscal year of the Partnership shall end on the 31st day of December each year.

TIME DEVOTED TO PARTNERSHIP

10. Each Partner shall devote his time and attention as directed by the Capital Partners and use the utmost of his skills and ability in furtherance of the Partners' business, as required.

MANAGEMENT AND AUTHORITY

11. 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, other than a Capital Partner, shall incur any obligations in the name or on the credit of the firm exceeding \$2,500.00 without the express written consent of the other Partner(s). Any obligation incurred in violation of this provision shall be charged to and collected from the individual Partner incurring such obligation.

Each Capital Partner shall have authority, without any other Capital Partner, to bind the partnership in making contracts, executing deeds, mortgages, security instruments and all obligations in the name and on the credit of the partnership.

SALARIES OF PARTNERS

12. As compensation for his services with respect to the Partnership business, the profit Partner shall be entitled to a salary to be determined by the Capital Partners, which shall be deducted by the Partnership as an ordinary and necessary expense of business before determination of net profits. The salary of any Partner may, however, be increased or reduced at any time by mutual agreement of all the Capital Partners.

NET PROFITS DEFINED

13. The term "net profits" as used in this Agreement shall mean the net profits of the Partnership as determined by the method of accounting used by the Partnership for income tax purposes for each accounting period provided for in this Agreement.

WITHDRAWAL OF PARTNER

14. Any Partner may withdraw from the Partnership at the end of any accounting period by giving the other Partners 365 days' written notice of his intention to do so.

DISSOLUTION

15. On dissolution of the Partnership 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 Capital Partners - in relation to ownership.

NOTICES

16. 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, instead of personal service, when deposited in the United States mail, certified, postage prepaid, addressed to the Partner at the address of the principal place of business of the Partnership or to any other place that may from time to time be specified in a notice given pursuant to this paragraph as

the address for service of notice on that Partner.

CONSENTS AND AGREEMENTS

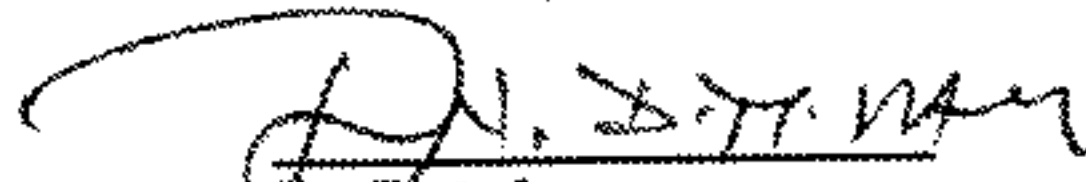
17. Any and all consents and agreements provided for or permitted by this Agreement shall be in writing and a signed copy thereof shall be filed and kept with the books of the Partnership.

SOLE AND ONLY AGREEMENT

18. 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 Sept 1, 1994 at Shelby County, Alabama.

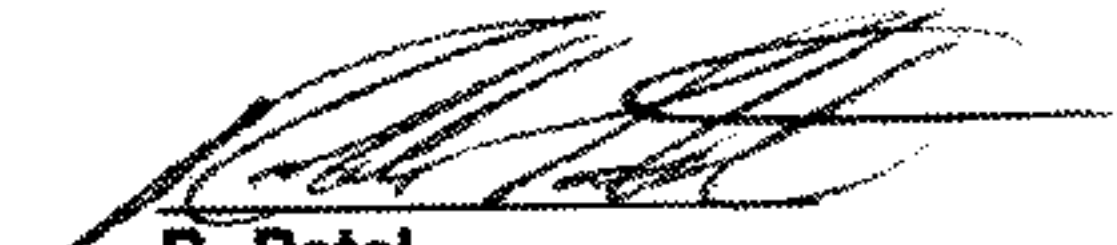

Witness


D. Patel


Witness

21000 DHIRU PATEL
V. Patel


Witness


R. Patel

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