

**ARTICLES OF DISSOLUTION**  
**PURSUANT TO SECTION 10-2B-14.03 ET SEQ., OF THE**  
**CODE OF ALABAMA, 1975**

**ALABASTER FOOD MART, INC.**

Pursuant to the provisions of Section 10-2B-14.03 of the Code of Alabama, the undersigned Corporation adopts the following Articles of Dissolution for the purpose of dissolving the corporation:

FIRST: The name of the Corporation is Alabaster Food Mart, Inc.

SECOND: The dissolution of the Corporation was authorized and approved by the written unanimous consent of all the stockholders of the Corporation on December 30, 1998 as evidenced by a copy of the Agreement for Dissolution By Unanimous Consent of the Stockholders of All the Capital Stock and as evidenced by a copy of the Minutes of the Special Meeting of the Board of Directors and Stockholders on December 30, 1998 pursuant to section 10-2B-14.02(f), a copy of which is attached hereto and made a part hereof. The corporation ceased doing business on or about December 31, 1996, as evidenced by the letter attached to the Agreement for Dissolution.

Dated this 30th day of December, 1998.

**ALABASTER FOOD MART, INC.**

By: Veena M. Shah  
Veena Shah, Its President

Inst # 1999-00102

01/04/1999-00102  
11:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
018 MEL 30.00

**CERTIFICATE**

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, Veena Shah, do hereby certify that all the statements in the foregoing instrument are true and correct, and that I signed the foregoing instrument as President of the corporation.

Veena M. Shah  
Veena Shah

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, Chirayu Madhu Shah, a notary public, do hereby certify that on this 30th day of December, 1998, personally appeared before me Veena Shah, who, being by me first duly sworn, declared that she is the President of Alabaster Food Mart, Inc., that she signed the foregoing instrument as President of the corporation, and that the statements therein contained are true.

Chirayu Madhu Shah  
Notary Public  
My Commission Expires: **MY COMMISSION EXPIRES JULY 19, 2000**

This instrument prepared by:  
Charlie M. Shah, Esquire  
Hartman, Springfield & Beckham  
Post Office Box 846  
Birmingham, Alabama 35201

**AGREEMENT FOR DISSOLUTION OF**  
**ALABASTER FOOD MART, INC. BY UNANIMOUS CONSENT OF THE**  
**STOCKHOLDERS OF ALL THE CAPITAL STOCK**

WHEREAS, Veena Shah, Madhu Shah, Nilesh Desai and Chirayu M. Shah are the owners of all of the capital stock of Alabaster Food Mart, Inc.; and

WHEREAS, the said Stockholders desire to agree to dissolve the said Corporation pursuant to the provisions of Section 10-2B-14.03, et. seq., the Code of Alabama, 1975; and

WHEREAS, the Stockholders have subscribed their names below to this Consent Agreement, attested by a witness, that said Corporation be dissolved by unanimous consent of the holders of all of the capital stock of Alabaster Food Mart, Inc.; and

WHEREAS, the Corporation ceased doing business on or about December 31, 1996, as evidenced by the letter attached to this Agreement;

NOW, THEREFORE, the undersigneds, constituting all of the Stockholders of Alabaster Food Mart, Inc., hereby agree in writing that the Corporation be dissolved by the unanimous consent of all the said Stockholders in accordance with the provisions of Section 10-2B-14.03, et. seq. of the Code of Alabama, 1975.

Veena M. Shah  
Veena Shah, Stockholder

Madhu Shah  
Madhu Shah, Stockholder

Nilesh Desai  
Nilesh Desai, Stockholder

Chirayu M. Shah  
Witness

Chirayu M. Shah  
Witness

Chirayu M. Shah  
Witness

Chirayu M. Shah  
Chirayu M. Shah, Stockholder

Shirley M. Shah  
Witness

**CERTIFICATE OF PRESIDENT**

The undersigned, Veena Shah, being the President of Alabaster Food Mart, Inc., does hereby certify that the names signed to the foregoing Unanimous Consent to Dissolve Corporation constitute all of the Stockholders of the said Corporation.

Veena M. Shah  
Veena Shah, President

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Veena Shah, President of Alabaster Food Mart, Inc., a corporation, whose name as President of said Corporation is signed to the foregoing certification and who is known to me and being duly sworn, certified that the signatures on the above and foregoing Unanimous Consent To Dissolve Corporation by All Stockholders constitutes all the stockholders of the Corporation.

Given under my hand and official seal this 3<sup>rd</sup> day of December, 1998.

Chirayu M. Shah  
Notary Public  
My Commission Expires:

07/30/98

07:59

VULCAN-OIL-COMPANY + 2905728

HOMER

**Vulcan** OIL COMPANY, INC.

942-6860 X101

P. O. BOX 100 — 2042 SHANNON ROAD — SHANNON, ALABAMA 35142 — TELEPHONE 942-6860

September 26, 1996

Veena Shaw  
1314 1st Street North  
Alabaster, Alabama 35007

Re: Month-to-Month Lease Agreement between Vulcan Oil Company, Inc.  
("Vulcan") and Veena Shaw (the "Lease") in connection with the following:  
1314 1st Street North, Alabaster, Alabama 35007 (the "Premises").

Dear Veena:

The purpose of this letter is to confirm our existing verbal agreement. We have agreed that the Lease will be terminated and that you will vacate the Premises in accordance with the following terms and condition:

1. Upon your vacation of the Premises Vulcan will pay you the sum of \$6,000.00 (less the down payment referenced below) for any interest you may have in the equipment which exist at the Premises.

2. At the time you vacate the Premises, Vulcan will also purchase your grocery/food inventory on hand at the Premises as of the date you vacate. The purchase price of this inventory will be determined at the lesser of your actual cost or fair market value. If we are unable to mutually agree upon this purchase price, Vulcan will select a reputable wholesale grocery company to determine a binding purchase price. We have agreed that the grocery/food inventory will be depleted as much as possible between today's date and the date you vacate. Therefore, Vulcan will have the right to monitor and participate in your orders of inventory between today's date and the date you vacate the Premises.

3. You will vacate the Premises no later than January 1, 1997; provided, however, you have agreed to vacate the Premises earlier in the event that Vulcan provides you with no less than thirty (30) days prior written notice.



07/30/98

07:59

VULCAN OIL COMPANY - 2905728

4. You have agreed to cooperate in connection with the transfer of all business and beer licenses, to the extent transferable. All transfer fees will be at Vulcan's cost and, to the extent that licenses fee can be prorated, we will prorate the license fees as of the date you vacate the Premises.

I am enclosing \$1,000.00 herein which serves as a downpayment toward Vulcan's financial obligations hereunder. Please confirm your agreement to the terms contained herein by executing in the space provided below for your signature.

Yours very truly,



Homer G. Brown

Accept and Agreed:

Veena M. Shaw  
Veena Shaw

Oct 1st 1996  
Date

HGB/KAB

5. Your rental charge for October and November 1996 will be reduced to \$275 per month and there will be no rental charge for the month of December 1996.

**MINUTES OF SPECIAL JOINT MEETING**  
**OF STOCKHOLDERS AND BOARD OF DIRECTORS**  
**OF**  
**ALABASTER FOOD MART, INC.**

A special joint meeting of the Stockholders and Board of Directors of Alabaster Food Mart, Inc., was held at Birmingham, Jefferson County, Alabama, on the 30th day of December, 1998, at 7:00 p.m..

The following Stockholders were present: Veena Shah, Madhu Shah, Nilesh Desai and Chirayu M. Shah who composed all of the Stockholders and/or Directors of the Corporation. Veena Shah, President of the Corporation, called the meeting to order and acted as Chairman and Secretary of the meeting.

The Chairman presented a Waiver of Notice signed by all Stockholders and Board of Directors and said Waiver of Notice was ordered to be filed with the minutes of this meeting.

On motion duly made, seconded and carried, the reading of the minutes of the previous meeting of the Stockholders and Board of Directors was waived.

The Chairman advised the purpose of this special meeting was to discuss the possibility of dissolving the Corporation as all of the assets of the Corporation had been distributed to the stockholders in exchange for their interest and the Corporation had no debts. The Chairman stated the corporation was not actively pursuing its business interests and it seemed more beneficial that the corporation be dissolved rather than continue in existence.

After discussion from the floor, deliberation, and upon motion duly made, seconded and unanimously carried, the following resolution was approved by the Stockholders and Board of Directors of the corporation:

RESOLVED, that the President of this corporation be authorized and hereby is authorized to instruct the corporation's legal counsel to prepare the necessary documents for the dissolution of the corporation; and

FURTHER RESOLVED, that the President be, and hereby is authorized to see that all the documents are executed by the proper stockholders, officers, and/or directors, and to determine that after execution, the documents are recorded with the office of the Judge of Probate of Shelby County, Alabama. After said recording, the President is to see that the Articles of Dissolution are spread upon the corporate records of the corporation as and for the official act of the Stockholders and Directors of the corporation.

There being no further business to come before this special meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Veena M Shah  
Veena Shah, President

Approved:

Veena M Shah  
Veena Shah, Stockholder and Director

Madhu Shah  
Madhu Shah, Stockholder

N N Desai  
Nilesh Desai, Stockholder

Chirayu M. Shah  
Chirayu M. Shah, Stockholder



STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, Chirag Madh Shah, a notary public, do hereby certify that on this 30th day of December, 1998, personally appeared before me Veena Shah, who, being by me first duly sworn, declared that he is the President of Alabaster Food Mart, Inc., that she signed the foregoing instrument as President of the corporation, and that the statements therein contained are true.

Chirag Madh Shah

Notary Public

My Commission Expires: **MY COMMISSION EXPIRES JULY 19, 2000**

**WAIVER OF NOTICE**  
**OF A SPECIAL MEETING OF THE**  
**BOARD OF DIRECTORS AND STOCKHOLDERS**  
**OF**  
**ALABASTER FOOD MART, INC.**

We, the undersigned, being all of the Stockholders and Directors of Alabaster Food Mart, Inc., a corporation organized under the laws of the State of Alabama, do hereby waive all notice of the time and place of the Special Meeting of the Board of Directors and Stockholders of the Corporation and agree that such meeting shall be held at Birmingham, Jefferson County, Alabama on the 30th day of December, 1998, at 7:00 p.m. for the special purpose of discussing the dissolution of the corporation, and we hereby consent to the resolutions and actions taken at such meeting and any and all other items of business that may come before the meeting on said date.

Dated this 30th day of December, 1998.

Veena M. Shah  
Veena Shah, Stockholder and Director

Madhu Shah  
Madhu Shah, Stockholder

N N Desai  
Nilesh Desai, Stockholder

Chirayu M. Shah  
Chirayu M. Shah, Stockholder

**MINUTES OF SPECIAL JOINT MEETING**  
**OF STOCKHOLDERS AND BOARD OF DIRECTORS**  
**OF**  
**ALABASTER FOOD MART, INC.**

A special joint meeting of the Stockholders and Board of Directors of Alabaster Food Mart, Inc., was held at Birmingham, Jefferson County, Alabama, on the 30th day of December, 1998, at 7:00 p.m..

The following Stockholders were present: Veena Shah, Madhu Shah, Nilesh Desai and Chirayu M. Shah who composed all of the Stockholders and/or Directors of the Corporation. Veena Shah, President of the Corporation, called the meeting to order and acted as Chairman and Secretary of the meeting.

The Chairman presented a Waiver of Notice signed by all Stockholders and Board of Directors and said Waiver of Notice was ordered to be filed with the minutes of this meeting.

On motion duly made, seconded and carried, the reading of the minutes of the previous meeting of the Stockholders and Board of Directors was waived.

The Chairman advised the purpose of this special meeting was to discuss the possibility of dissolving the Corporation as all of the assets of the Corporation had been distributed to the stockholders in exchange for their interest and the Corporation had no debts. The Chairman stated the corporation was not actively pursuing its business interests and it seemed more beneficial that the corporation be dissolved rather than continue in existence.

After discussion from the floor, deliberation, and upon motion duly made, seconded and unanimously carried, the following resolution was approved by the Stockholders and Board of Directors of the corporation:

RESOLVED, that the President of this corporation be authorized and hereby is authorized to instruct the corporation's legal counsel to prepare the necessary documents for the dissolution of the corporation; and

FURTHER RESOLVED, that the President be, and hereby is authorized to see that all the documents are executed by the proper stockholders, officers, and/or directors, and to determine that after execution, the documents are recorded with the office of the Judge of Probate of Shelby County, Alabama. After said recording, the President is to see that the Articles of Dissolution are spread upon the corporate records of the corporation as and for the official act of the Stockholders and Directors of the corporation.

There being no further business to come before this special meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Veena M Shah  
Veena Shah, President

Approved:

Veena M Shah  
Veena Shah, Stockholder and Director

Madhu Shah  
Madhu Shah, Stockholder

N N Desai  
Nilesh Desai, Stockholder

Chirayu M. Shah  
Chirayu M. Shah, Stockholder

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

I, Chirayn Madhu Shah, a notary public, do hereby certify that on this 30th day of December, 1998, personally appeared before me Veena Shah, who, being by me first duly sworn, declared that he is the President of Alabaster Food Mart, Inc., that she signed the foregoing instrument as President of the corporation, and that the statements therein contained are true.

Chirayn Madhu Shah

Notary Public

My Commission Expires: **MY COMMISSION EXPIRES JULY 19, 2000**



**WAIVER OF NOTICE**  
**OF A SPECIAL MEETING OF THE**  
**BOARD OF DIRECTORS AND STOCKHOLDERS**  
**OF**  
**ALABASTER FOOD MART, INC.**

We, the undersigned, being all of the Stockholders and Directors of Alabaster Food Mart, Inc., a corporation organized under the laws of the State of Alabama, do hereby waive all notice of the time and place of the Special Meeting of the Board of Directors and Stockholders of the Corporation and agree that such meeting shall be held at Birmingham, Jefferson County, Alabama on the 30th day of December, 1998, at 7:00 p.m. for the special purpose of discussing the dissolution of the corporation, and we hereby consent to the resolutions and actions taken at such meeting and any and all other items of business that may come before the meeting on said date.

Dated this 30th day of December, 1998.

Veena M. Shah  
Veena Shah, Stockholder and Director

Madhu Shah  
Madhu Shah, Stockholder

N N Desai  
Nilesh Desai, Stockholder

Chirayu M. Shah  
Chirayu M. Shah, Stockholder

**AGREEMENT FOR DISSOLUTION OF**  
**ALABASTER FOOD MART, INC. BY UNANIMOUS CONSENT OF THE**  
**STOCKHOLDERS OF ALL THE CAPITAL STOCK**

WHEREAS, Veena Shah, Madhu Shah, Nilesh Desai and Chirayu M. Shah are the owners of all of the capital stock of Alabaster Food Mart, Inc.; and

WHEREAS, the said Stockholders desire to agree to dissolve the said Corporation pursuant to the provisions of Section 10-2B-14.03, et. seq., the Code of Alabama, 1975; and

WHEREAS, the Stockholders have subscribed their names below to this Consent Agreement, attested by a witness, that said Corporation be dissolved by unanimous consent of the holders of all of the capital stock of Alabaster Food Mart, Inc.; and

WHEREAS, the Corporation ceased doing business on or about December 31, 1996, as evidenced by the letter attached to this Agreement;

NOW, THEREFORE, the undersigneds, constituting all of the Stockholders of Alabaster Food Mart, Inc., hereby agree in writing that the Corporation be dissolved by the unanimous consent of all the said Stockholders in accordance with the provisions of Section 10-2B-14.03, et. seq. of the Code of Alabama, 1975.

Veena M. Shah  
Veena Shah, Stockholder

Sania H. Shah  
Witness

Madhu Shah  
Madhu Shah, Stockholder

Sania H. Shah  
Witness

Nilesh Desai  
Nilesh Desai, Stockholder

Sania H. Shah  
Witness

Chirayu M. Shah  
Chirayu M. Shah, Stockholder

Shirley M. Shah  
Witness

**CERTIFICATE OF PRESIDENT**

The undersigned, Veena Shah, being the President of Alabaster Food Mart, Inc., does hereby certify that the names signed to the foregoing Unanimous Consent to Dissolve Corporation constitute all of the Stockholders of the said Corporation.

Veena M. Shah  
Veena Shah, President

STATE OF ALABAMA     )  
JEFFERSON COUNTY    )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Veena Shah, President of Alabaster Food Mart, Inc., a corporation, whose name as President of said Corporation is signed to the foregoing certification and who is known to me and being duly sworn, certified that the signatures on the above and foregoing Unanimous Consent To Dissolve Corporation by All Stockholders constitutes all the stockholders of the Corporation.

Given under my hand and official seal this 30 day of December, 1998.

Chirayu M. Shah  
Notary Public  
My Commission Expires:

07/30/98

07:59

VULCAN OIL COMPANY - 2905728

HOMER

**Vulcan** OIL COMPANY, INC.

942-6860 X101

P. O. BOX 100 — 2042 SHANNON ROAD — SHANNON, ALABAMA 35142 — TELEPHONE 942-6860

September 26, 1996

Veena Shaw  
1314 1st Street North  
Alabaster, Alabama 35007

Re: Month-to-Month Lease Agreement between Vulcan Oil Company, Inc.  
("Vulcan") and Veena Shaw (the "Lease") in connection with the following:  
1314 1st Street North, Alabaster, Alabama 35007 (the "Premises").

Dear Veena:

The purpose of this letter is to confirm our existing verbal agreement. We have agreed that the Lease will be terminated and that you will vacate the Premises in accordance with the following terms and condition:

1. Upon your vacation of the Premises Vulcan will pay you the sum of \$6,000.00 (less the down payment referenced below) for any interest you may have in the equipment which exist at the Premises.

2. At the time you vacate the Premises, Vulcan will also purchase your grocery/food inventory on hand at the Premises as of the date you vacate. The purchase price of this inventory will be determined at the lesser of your actual cost or fair market value. If we are unable to mutually agree upon this purchase price, Vulcan will select a reputable wholesale grocery company to determine a binding purchase price. We have agreed that the grocery/food inventory will be depleted as much as possible between today's date and the date you vacate. Therefore, Vulcan will have the right to monitor and participate in your orders of inventory between today's date and the date you vacate the Premises.

3. You will vacate the Premises no later than January 1, 1997; provided, however, you have agreed to vacate the Premises earlier in the event that Vulcan provides you with no less than thirty (30) days prior written notice.

07/30/98

07:59

VULCAN OIL COMPANY + 2905728

4. You have agreed to cooperate in connection with the transfer of all business and beer licenses, to the extent transferable. All transfer fees will be at Vulcan's cost and, to the extent that licenses fee can be prorated, we will prorate the license fees as of the date you vacate the Premises.

I am enclosing \$1,000.00 herein which serves as a downpayment toward Vulcan's financial obligations hereunder. Please confirm your agreement to the terms contained herein by executing in the space provided below for your signature.

Yours very truly,



Homer G. Brown

Accept and Agreed:

Neena M. Shaw

Neena Shaw

OCT 1996

Date

HGB/KAB

5. Your rental charge for October and November 1996 will be reduced to \$275 per month and there will be no rental charge for the month of December 1996.

Inst # 1999-00102

01/04/1999-00102  
11:31 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
018 MEL 30.00