STATE OF ALABAMA

DOMESTIC

REGISTERED LIMITED LIABILITY PARTNERSHIP

INSTRUCTIONS (PLEASE TYPE)

(Check One)

☒ REGISTRATION: ONE OR MORE AUTHORIZED PARTNERS MAY EXECUTE THE LIMITED LIABILITY PARTNERSHIP REGISTRATION/CANCELLATION • ATTACH ADDITIONAL SHEETS, IF NECESSARY • PRESENT AN ORIGINAL AND TWO COPIES WHEN FILING WITH THE JUDGE OF PROBATE. COMPLETE ITEMS I, II, III, IV, AND V • THE NAME MUST CONTAIN THE WORDS LIMITED LIABILITY PARTNERSHIP OR ITS ABBREVIATIONS L.L.P. OR LLP • THE SECRETARY OF STATE'S FILING FEE IS $40.00 • THE JUDGE OF PROBATE'S BASE FILING FEE IS $35.00.

☐ CANCELLATION: COMPLETE ITEMS I, V AND VI • THE SECRETARY OF STATE'S FILING FEE IS $20. THE JUDGE OF PROBATE'S BASE FILING FEE IS $20.00.

PURSUANT TO 10-8A-1001(a), 10-8A-1002 OR 10-8A-1005 OF THE CODE OF ALABAMA (1975) THE UNDERSIGNED HEREBY MAKES THE FOLLOWING REGISTRATION/CANCELLATION OF REGISTERED LIMITED LIABILITY PARTNERSHIP.

I The name of the Registered Limited Liability Partnership.

Gary Hutto Management Consulting, LLP

(The name must contain the words Limited Liability Partnership, L.L.P. or LLP)

II The ***name*** and ***street address*** (no P.O. Box) of the agent for service of process:

Gary W. Hutto
III Riverchase Office Court, Suite 222
Birmingham, Alabama 35244

III The ***mailing address*** of the Registered Limited Liability Partnership:

III Riverchase Office Court, Suite 222

Birmingham, Albama 35244

IV The ***street address*** of the principal office of the Registered Limited Liability Partnership:

III Riverchase Office Court, Suite 222

Birmingham, Alabama 35244

V Statement of nature of business/reason for filing statement of cancellation:

The nature of the business is management consulting.

VI The date of initial registration _____ The county of initial registration _____

Inst # 1999-39517

09/21/1999-39517
01:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
016 MMS 80.00

Date _____

Signature of Partner

Signature of Partner

PARTNERSHIP AGREEMENT

OF

GARY HUTTO MANAGEMENT CONSULTING, LLP

THIS PARTNERSHIP AGREEMENT is made and entered into as of the 1st day of May, 1999, by and among Gary W. Hutto and Hugh A. Johnson (collectively, the "Partners").

RECITALS:

A. The parties hereto, being all the partners of Gary Hutto Management Consulting, LLP, an Alabama limited liability partnership (the "Partnership") having formed a registered limited liability partnership, governed by the Alabama Revised Uniform Partnership Act (the "Act"), have agreed to conduct the Company's business under this Partnership Agreement (the "Agreement").

B. The parties hereto intend that this Agreement shall govern the rights and duties of the parties and shall constitute the entire agreement from and after the date hereof.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
FORMATION, NAME AND PRINCIPAL PLACE OF BUSINESS

1.1 Formation. Pursuant to the Act, the Partners have formed the Partnership as a registered limited liability partnership under the laws of the State of Alabama by entering into this Agreement. The rights and liabilities of the Partners shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Partner are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

1.2 Name. The firm name and style under which the Partnership is to be conducted shall be Gary Hutto Management Consulting, LLP.

1.3 Principal Place of Business. The principal place of business and principal office of the Partnership shall be III Riverchase Office Court, Suite 222, Birmingham, Alabama 35244. The Partnership may change such place of business and office and may have such additional places of business and offices as may be determined by the Partners whose aggregate Percentage Interests exceed 50% of the Percentage Interests of all Partners (a "Majority in Interest of the Partners").

ARTICLE II
PURPOSE AND SCOPE OF THE PARTNERSHIP

The purpose of the Partnership shall be to engage in the business of management consulting and to maintain offices, own property, and transact or engage in such operations and business as may be determined incidental, necessary, or appropriate to such purpose. The Partnership, acting by and through a Majority in Interest of the Partners, shall have all powers necessary or desirable in connection with the foregoing, including, but not limited to, the power to enter into agreements and to execute documents and instruments, including evidences of indebtedness, management and other contracts, and the power to borrow money, to open and maintain bank accounts authorizing withdrawals on the signature of such one or more persons as a Majority in Interest of the Partners may designate, to sell or assign any or all of the assets of the Partnership and to execute such other documents and to take such other actions as may be necessary or desirable from time to time to carry out the purposes of any of the foregoing.

ARTICLE III
TERM

The term of the Partnership shall continue until terminated as may be hereinafter provided or by operation of law.

ARTICLE IV
CAPITAL CONTRIBUTIONS AND ADVANCES

4.1 Capital Contributions. Simultaneously with the execution hereof, the Partners have contributed to the Partnership the cash amounts shown opposite their respective names on Exhibit A of this Agreement. The Partners are not obligated to make any additional capital contributions, but any of them may make additional capital contributions at such times and in such amounts as the Partners may determine; provided, if at the time of a terminating event (defined in Section 9.3) or the dissolution and liquidation of the Partnership, and following the allocation of all profits or losses, the Capital Account of a Partner has a negative balance, the Partner shall contribute cash to the Partnership in an amount equal to the amount of such negative balance in the Partner's Capital Account. This additional contribution to capital shall be made by the later to occur of the end of the Partnership's taxable year in which the liquidation occurred and 90 days after the date of liquidation. Except as otherwise provided in this subsection, under no condition shall the Partners be required, upon dissolution and liquidation of the Partnership or at any other time, to contribute capital to the Partnership because of the loss of some or all of the capital contributed by the Partners.

4.2 Percentage Interest of Each Partner. Each Partner's percentage interest in the Partnership (his "Percentage Interest") shall be the percentage shown opposite his name on Exhibit A of this Agreement. The Percentage Interests of all Partners shall be reviewed annually and shall be subject to change from time to time and at any time by a vote of the Majority in Interest of the Partners.

4.3 Loans by Partners. To the extent that the Partners determine that any funds in excess of those provided for under Section 4.1 of this Article are needed by the Partnership, any Partner may, but need not, advance such additional funds as a loan to the Partnership at an interest rate equal to the prime or base rate being charged by SouthTrust Bank, NA, Birmingham, Alabama, and shall be repaid as a priority out of the next available funds. If more than one loan is made pursuant to this Section 4.3, the earlier in time shall be repaid first.

4.4 Interest on and Return of Capital Contributions. No Partner shall receive any interest on his capital contribution to the Partnership or on his Capital Account notwithstanding any disproportion therein as between the Partners. No Partner shall be liable for the return of the capital contributions of the Partners, nor for the return of any Partnership assets. Except to the limited extent set forth in Section 4.1 of this Agreement, a negative balance in any Partner's Capital Account shall not be deemed to be an asset of the Company. Notwithstanding any provision of law, no Partner shall be entitled to withdraw or obtain a return of all or any part of his capital contribution otherwise than as expressly provided in this Agreement. It is the intent of the Partners that, unless expressly stated otherwise in a writing furnished to all the Partners by the Partnership, no distribution (or any part of any distribution) made to any Partner pursuant to this Agreement shall be deemed a return or withdrawal of capital. It is the further intent of the Partners that no Partner shall be obligated to pay any such amount to or for the account of the Partnership or any creditor of the Partnership. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, a distribution to a Partner represents, in whole or in part, a return of the Partner's capital contribution, then any obligation to return the distribution to the Partnership or pay it to a creditor of the Partnership shall be the obligation of such Partner and not of any other Partner or the Partnership.

4.5 Capital Accounts. The Partnership shall maintain a separate Capital Account for each Partner in strict accordance with the Regulations (meaning specific temporary or final Treasury Regulations promulgated in respect of the Internal Revenue Code of 1986, as amended (the "Code"), and any successor provision or provisions thereto) promulgated under Code § 704(b)(2). In addition, the Partnership shall maintain such other separate and additional accounts for each Partner as shall be necessary to reflect accurately the rights and interests of the respective Partners.

4.6 First Commercial Loan. In furtherance of Partnership purposes, Gary W. Hutto individually borrowed the sum of $6,395.30 from First Commercial Bank as evidenced by a promissory note dated June 3, 1999. Gary W. Hutto hereby assigns, and the Partnership hereby assumes, all obligations and liabilities arising under said promissory note. Notwithstanding anything

in this Agreement to the contrary, Hugh A. Johnson hereby agrees to indemnify Gary W. Hutto harmless against Gary W. Hutto's payment of any liability arising under said promissory note in amounts exceeding fifty percent of such liability.

ARTICLE V
ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS AND PAYMENTS TO PARTNERS

5.1 Establishment and Maintenance of Separate Accounts. The Partnership shall establish for each Partner a separate account on the books and records of the Partnership to which gross fees received by the Partnership for services rendered shall be allocated in accordance with Section 5.2 and from which distributions of Distributable Cash in accordance with Section 5.3 shall be deducted.

5.2 Allocation of Fees. Until otherwise changed by the vote of a Majority in Interest of the Partners, fees received by the Partnership and Partnership expenses shall be allocated among the Partners in accordance with this Section 5.2.

(a) Partner Revenues and Expenses. All fees received by the Partnership during the fiscal year as a direct result of services performed by the Partner ("Direct Partner Revenues") shall be allocated to the separate accounts established for the Partners under Section 5.1 above, in the following priority:

(1) Ten percent (10%) to the originating Partner or Partners (defined in Section 5.2(c), without reduction or offset for any expenses paid during the fiscal year by the Partnership, and

(2) The balance, after the reduction or offset for all expenses paid during the fiscal year by the Partnership directly allocable to services performed by the Partner ("Direct Partner Expenses"), shall be allocated to the separate account established for the Partner under Section 5.1 above.

(b) Employee Revenues and Expenses. All fees received by the Partnership during the fiscal year as a direct result of services performed by employees of the Partnership, other than Direct Partner Revenues, shall be allocated to the separate accounts established for the Partners under Section 5.1 above, in the following priority:

(1) Ten percent (10%) to the originating Partner or Partners, without reduction or offset for expenses paid during the fiscal year by the Partnership, and

(2) The balance, after the reduction or offset for expenses paid by the Partnership which are directly related to the services rendered by the Partnership for the client, including Direct Partner Expenses, shall be allocated among the Partners in accordance with their respective Partnership Interests.

(c) Originating Partner. The term "originating Partner" means the Partner to whom the Partnership's client is primarily engaged or the Partner who is the primary reason for the addition of the client as a Partnership client. Specifically, as of the date of this Agreement Gary W. Hutto shall be the originating Partner of the clients identified on Exhibit B and Hugh A. Johnson shall be the originating Partner of Cross Creek Productions, Inc. and Cash, Inc. In addition, Gary W. Hutto and Hugh A. Johnson shall both be the originating Partners of SouthTrust Mortgage, Inc. and, as such, shall share equally in the allocation of fees under this Section 5.1(b).

(d) Partner Direct Allocable Costs. Expenses paid by the Partnership during the fiscal year for the direct benefit of a Partner, including (i) all draws, salaries, wages, bonuses, withholding or other applicable employment taxes, (ii) fringe benefits such as retirement plan contributions, health insurance premiums, disability insurance premiums, and automobile and travel expense reimbursements, (iii) expenses of membership and participation in professional, social, fraternal, civic or other organizations or clubs, (iv) expenses of post-graduate courses, continuing education, seminars, conventions, including tuition, registration, travel, meals, hotel, and other costs incurred in connection with such activities, (v) subscriptions, books and journals and (vii) such other items as a Majority in Interest of the Partners shall agree ("Partner Direct Allocable Costs") shall be allocated to, and reduce, the separate account established for the Partner under Section 5.1 above.

(e) General Allocable Expenses. Expenses paid by the Partnership during the fiscal year of the Partnership for general overhead and, including (i) office rent, (ii) office maintenance, cleaning services, alarm systems, pest control and trash removal, (iii) office supplies, equipment and equipment maintenance expenses, (iv) accounting, legal and other professional fees incurred by Partnership for the Partnership's business, (v) business taxes and licenses, (vi) ad valorem taxes, (vii) life insurance premiums for policies owned by and payable to the Partnership on the lives of the Partners, (viii) professional liability, commercial and workmen compensation insurance premiums, (ix) principal and interest payments on indebtedness incurred by the Partnership for business purposes, (x) electricity, gas, water, telephone and other utilities, and (xi) such other items as a Majority in Interest of the Partners shall agree, but excluding Direct Partner Expenses, expenses allocated in accordance with Section 5.2(a)(2), Section 5.2(b)(2) and Direct Allocable Costs, (collectively, the "General Allocable Expenses") shall be allocated among, and reduce, the separate accounts established for the Partners under Section 5.1 in accordance with their respective Partnership Interests.

5.3 Distribution of Distributable Cash. The Partnership shall distribute or cause to be distributed to each Partner at such time or times as a Majority in Interest of the Partners shall determine, but not less often than annually, the Partner's allocable share of Distributable Cash determined in accordance with the provisions of this Section 5.3.

(a) Allocable Share of Distributable Cash. With respect to each distribution of Distributable Cash, a Partner's allocable share of such distribution shall be in the same proportion as the separate account balance of Partner at the time of the distribution bears to the sum of all Partners' separate account balances at the time of the distribution.

(b) Distributable Cash Defined. For purposes of this Agreement, "Distributable Cash" means, on the cash receipts and disbursements method of accounting, all cash derived from the conduct of the Partnership's business other than: (i) capital contributions, (ii) reserves for working capital, and (iii) other amounts that the Partners reasonably determine, by vote of a Majority in Interest of the Partners, should be retained by the Partnership in accordance with the guidelines set forth in Section 5.3(c).

(c) Standard for Determining Distributable Cash. With regard to Distributable Cash, the Partners shall make a determination, in accordance with their duty of care and loyalty to the Partnership and the other Partners, as to the need for Partnership property in the operation of Partnership business, considering both current needs for operating capital and prudent reserves for future operating capital. In determining the amount of Distributable Cash available for the payment of distributions to Partners, the Partners shall take into account the needs of the Partnership in its business and sums necessary in the operation of its business until the income from further operations is available, the amounts of its debts, the necessity or advisability of paying its debts, or at least reducing them, the preservation of its capital as represented in Partnership property as a fund for the protection of its creditors, and the character of its surplus property. Any Distributable Cash derived from services rendered by the Partnership shall, to the extent deemed unnecessary for Partnership purposes under the foregoing standard, be distributed to the Partners.

ARTICLE VI
ALLOCATION OF PROFITS AND LOSSES

6.1 Allocation of Profits and Losses. The profits and losses of the Partnership, both for purposes of maintaining the Partners' Capital Accounts and for federal, state and local income tax purposes, shall be allocated as follows:

(a) Allocation of Profits. Subject to the special allocations set forth in Section 6.4, profits for each fiscal year shall be allocated among the Partners as follows:

(1) First, to the Partners until the cumulative profits allocated pursuant to this Section 6.1(a)(1) are equal to the cumulative losses allocated to the Partners pursuant to Section 6.1(b)(1) for all prior periods;

(2) Second, to those Partners who have received distributions of Distributable Cash until the aggregate amount allocated to each such Partner pursuant to this Section 6.1(a)(2) for the current year and all previous years equals the total distributions of Distributable Cash paid to each such Partner in the current year and all previous years; and

(3) The balance, if any, to the Partners in accordance with their respective Partnership Interests, as adjusted from time to time.

(b) Allocation of losses. Subject to the special allocations set forth in Section 6.4, Losses for each fiscal year shall be allocated among the Partners as follows:

(1) Except as provided in Section 6.1(b)(2), losses shall be allocated to the Partners in accordance with their respective Partnership Interests, as adjusted from time to time.

(2) To the extent profits have been allocated pursuant to Section 6.1(a)(2) or (3) for any prior year, losses shall be allocated first to offset any profits allocated pursuant to Section 6.1(a)(3) and then to offset any profits allocated pursuant to Section 6.1(a)(2).

6.2 If any Partnership Interest is transferred, or is increased or decreased by reason of the admission of a new Partner or otherwise, during the Partnership's fiscal year, then the profits and losses and credits under Section 6.1 shall be appropriately allocated among the Partners to take into account the varying Partnership Interests of the Partners so as to comply with Section 706(d) of the Code.

6.3 All allocations under Section 6.1 among the Capital Accounts of the Partners and the determination of distributive shares of each tax item of the Partnership shall be made with reference to the federal income tax treatment thereof (or of the corresponding tax item) at the Partnership level, without regard to any requisite or elective tax treatment of such item at the Partner level.

6.4 Regulatory Allocations. Notwithstanding any other provision in this Article to the contrary, in order to comply with the rules set forth in the income tax regulations for (i) allocations of income, gain, loss and deductions attributable to nonrecourse liabilities, and (ii) partnership allocations where partners are not liable to restore deficit capital accounts, the following rules shall apply: (i) "Partner nonrecourse deductions" as described and defined in Section 1.704-2(I)(1) and (2) of the income tax regulations attributable to a particular "partner nonrecourse liability" (as defined in Section 1.704-2(b)(4); e.g., a Partnership liability which one or more Partners have guaranteed) shall be allocated among the Partners in the ratio in which the Partners bear the economic risk of loss with respect to such liability; (ii) Items of Partnership gross income and gain shall be allocated among the Partners to the extent necessary to comply with the minimum gain chargeback rules for nonrecourse liabilities set forth in Sections 1.704-2(f) and 1.704-2(I)(4) of the Regulations; and (iii) Items of Partnership gross income and gain shall be allocated among the Partners to the extent necessary to comply with the qualified income offset provisions set forth in Section 1.704-l(b)(2)(ii)(d) of the income tax regulations, relating to unexpected deficit capital account balances (after taking into account (A) all capital account adjustments prescribed in Section 1.704-l(b) (2)(ii)(d) of the income tax regulations and (B) each Partner's share, if any, of the Partnership's partnership minimum gain and partner nonrecourse minimum gain as provided in Sections 1.704-2(g)(1) and 1.704-2(I)(5) of the income tax regulations.

Since the allocations set forth in this Section 6.4 (the "Regulatory Allocations) may effect results not consistent with the manner in which the Partners intend to divide Partnership distributions, the Partners are authorized to divide other allocations of profits, losses, and other items

among the Partners so as to prevent the Regulatory Allocations from distorting the manner in which distributions would be divided among the Partners under Sections 5.2 but for application of the Regulatory Allocations. The Partners shall have discretion to accomplish this result in any reasonable manner that is consistent with Section 704 of the Code and the related Regulations. The Partners may agree, by approval of a Majority in Interest, to make any election permitted by the Regulations under Section 704 of the Code that may reduce or eliminate any Regulatory Allocation that would otherwise be required.

ARTICLE VII
FISCAL AFFAIRS

7.1 Taxable Year. The taxable year of the Partnership shall be the calendar year.

7.2 Books and Records. The Partners shall keep adequate books of account of the Partnership on the cash or accrual basis to the extent permitted by the Code, as a Majority in Interest of the Partners elect, wherein shall be recorded all of the contributions to the capital of the Partnership, all income, all distributions and all expenses and transactions of the Partnership. Such books of account shall be kept at the principal office of the Partnership and any Partner shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account of the Partnership.

7.3 Tax Elections.

(a) Elections Made by Tax Matters Partner. All elections by the Partnership for federal income tax or other tax purposes shall be made by the "tax matters partner".

(b) Tax Matters Partner. Gary W. Hutto shall be the "tax matters partner," as that term is defined in Section 6231(a)(7) of the Code.

7.3 Reports.

(a) On or before March 15 of each year, the Partnership shall furnish each Partner, at the expense of the Partnership, with a balance sheet, a statement of income and expenses, and a statement of Partners' equity for the Partnership for the preceding year, all of which may be unaudited, as well as a report to each Partner containing information with respect to the Partnership to be used in preparing the Partner's federal and state income tax returns.

(b) In addition, the Partnership will furnish to each Partner, within 45 days subsequent to the close of each of the first three calendar quarters of each year, an unaudited balance sheet and income tax statement for the Partnership's operations during such calendar quarter.

7.4 Bank Accounts. All funds of the Partnership shall be deposited in its name with First Commercial Bank, or such other bank or banks, and in such money market, checking and savings accounts, certificates of deposit or U.S. government obligations as shall be designated by a Majority in Interest of the Partners. Withdrawals therefrom shall be made upon such signatures as a Majority in Interest of the Partners may designate.

7.5 Tax Returns. In addition to the reports described Section 7.3 of this Article, the Partners shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities.

ARTICLE VIII
MANAGEMENT OF THE PARTNERSHIP

8.1 In General. In the general conduct of the Partnership, all Partners shall be consulted and their advice and opinions shall be obtained so far as practical. Any decisions with respect thereto shall be made by a vote of a Majority in Interest of the Partners unless otherwise provided for herein.

8.2 Supervisory Responsibilities. The Partners shall supervise, by delegation or otherwise, the general character and quality of the services of each Partner and employee of the Partnership; the amount of time and effort being devoted to services by each; and the amount of his non-Partnership activities, civic, charitable, religious, business or otherwise. The Partners may establish rules applicable to all Partners and employees or, under unusual circumstances, exceptions applicable to any of them. They may decide all matters on the basis of what is in the best interests of the Partnership, and may revise, rescind or replace any decision, effective prospectively, in their discretion, and may cancel prospectively, any delegation of authority at any time, in their discretion, by vote of a Majority in Interest of the Partners.

8.3 Management Decisions. Among other management decisions to be decided by a Majority in Interest of the Partners, are:

(a) The selection, supervision of the work, and all decisions as to the compensation of the employees of the Partnership; and what bonuses, if any, shall be paid to any of them.

(b) All decisions as to acquisition, maintenance, repair, replacement or additions of all properties and assets of the Partnership.

(c) All decisions of the Partnership as to its files, documents, forms and specifically as to its financial records, its accounting records, its tax returns, the taxable year of the Partnership, the accountings made to each Partner with respect to the Partnership's assets, liabilities and net profits or losses for the year, and any monthly or other reports.

(d) All decisions on insurance and on investments of the Partnership.

(e) All decisions on distributions of the Partnership's net profits and capital including, without limitation, the timing and amounts of such distributions.

8.4 Fees. In addition, although each Partner shall have ultimate responsibility for determining the fee charged by the Partnership for services rendered to any client, the Partners hereby agree that they shall, if practical, consult one another with respect to fees to be charged by the Partnership for services, except where the nature of the services rendered is routine.

8.5 Accountings. Each of the Partners shall give, whenever required, a true account of all business transactions arising out of the conduct of the Partnership.

8.6 Loyalty; Standards of Conduct. No Partner shall provide management consulting services except for the business of the Partnership, or on its account, without the consent of a Majority in Interest of the other Partners; no Partner shall employ either the capital or credit of the Partnership in any other business. The Partners each agree that in all matters affecting the Partnership and their respective consulting services, if any, they will maintain a standard of conduct which at all times complies with all applicable ethical standards and laws relating to the rendition of consulting services to clients of the Partnership.

8.7 Right of Partners to Pursue Other Ventures. The Partners shall devote to the conduct of the Partnership business so much of their time as may be reasonably necessary for the efficient operation of the Partnership business. The Partners may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, and neither the Partnership nor the Partners shall have any rights in and to said independent ventures or the income or profits derived therefrom. Specifically, Hugh A. Johnson may continue his relationship with Cross Creek Productions, Inc. and Gary W. Hutto may continue his writing activities.

ARTICLE IX
RESTRICTIONS ON TRANSFERS; ADMISSION OF NEW PARTNERS; AND TERMINATION OF A PARTNER'S INTEREST IN THE PARTNERSHIP

9.1 Prohibition Against Transfer. For so long as this Agreement shall continue in full force and effect, no Partner shall transfer, sell, convey, assign, encumber, or otherwise dispose of all or any portion of his interest in the Partnership without the prior written consent of each of the other Partners or except where transfer is expressly required by this Agreement.

9.2 Admission of New Partners. With the consent of a Majority in Interest of the Partners, a new Partner may be admitted to the Partnership during the existence of this Agreement. The terms upon which the new Partner shall be admitted shall be stated in an appropriate amendment to this Agreement.

9.3 Termination of a Partner's Interest.

(a) In the event of (i) the death of a Partner; (ii) a Partner's disability (meaning the Partner's inability to perform his consulting services and duties for less than 500 hours in any preceding 12-month period); (iii) a vote by a Majority in Interest of the Partners to terminate the interest of a Partner in the Partnership; or (iv) a Partner's election to voluntarily withdraw from the Partnership (each such event being hereafter referred to as a "triggering event"), the affected Partner or the legal representative of his estate (the "Withdrawing Partner") shall sell and transfer to the Partnership, and the Partnership shall purchase and redeem, the entire interest in the Partnership owned by the Withdrawing Partner on the date of the triggering event for the purchase price and upon the terms and conditions hereinafter set forth.

(b) The purchase price payable to the Withdrawing Partner for his entire interest in the Partnership shall be an amount equal to his Capital Account determined as of the date of the triggering event. If the Capital Account of a Partner has a negative balance, the purchase price shall be zero and the Partner shall have the obligation to restore his Capital Account to zero.

(c) The purchase price shall be paid by the Partnership or the Withdrawing Partner, as the case may be, to the other in cash at the Closing. Reference is made to Section 9.3(b) above.

(d) The consummation of the purchase and sale of the entire interest of the Withdrawing Partner in the Partnership (the "Closing") shall take place at the offices of the Partnership at 10:00 a.m. on the date determined pursuant to the provisions of this Section 9.3(d):

(i) If the triggering event giving rise to the purchase and sale of the entire interest of the Withdrawing Partner in the Partnership is for reasons other than his death, the Closing shall take place on or before 90 days after the date of the triggering event.

(ii) If the triggering event giving rise to the purchase and sale of the entire interest of the Withdrawing Partner in the Partnership is the death of the Withdrawing Partner, the Closing shall take place on or before 30 days after the appointment of the legal representative of the Withdrawing Partner's estate.

(e) By a vote of a Majority in Interest of the remaining Partners, the Partnership may assign the Partnership's right to purchase the Withdrawing Partner's interest to the remaining Partners. In such event, each remaining Partner shall be entitled to purchase a portion of the Withdrawing Partner's interest in the same proportion that the Percentage Interest of the remaining Partner bears to the aggregate of the Percentage Interests of all remaining Partners electing to purchase the Withdrawing Partner's interest. If any remaining Partner elects to purchase none or less than all of his pro rata share of the Withdrawing Partner's interest, then the remaining Partners can elect to purchase more than their pro rata share. If the remaining Partners fail to purchase the entire interest of the Withdrawing Partner, the Partnership shall purchase any remaining share of the Withdrawing Partner's interest.

9.4 No Termination of Partnership Upon a Triggering Event. No triggering event, as such term is defined in Section 9.3(a) of Article IX, shall cause the Partnership to be terminated or dissolved.

ARTICLE X
DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

10.1 Agreement of the Partners. The Partnership may be terminated at any time by vote of a Majority in Interest of the Partners at a Partnership meeting called expressly to consider termination.

10.2 Winding Up of the Partnership's Affairs. In the event of termination of the Partnership, no further services shall be rendered in the name of the Partnership and no further business shall be transacted for the Partnership except to the extent necessary to wind up the affairs of the Partnership. In advance of the effective date of the termination, every uncompleted client engagement shall be assigned to one of the Partners on terms agreeable to the clients involved and the Partners to whom such matters are assigned. Performance of consulting services after the effective date of termination shall be by the Partners and other consulting firms, if any, which they may join.

10.3 Effect of a Termination of the Partnership. Upon termination of the Partnership, the Partnership shall be dissolved and liquidated. The Partners shall be trustees in liquidation of the Partnership. Upon termination, the non-cash assets of the Partnership shall be sold and liquidated (the Partners having the right to bid on and purchase any and all of such assets) and the total assets (including all accounts receivable when collected) shall be used and distributed in the following order:

(a) First, to pay or provide for the payment of all obligations and liabilities of the Partnership and liquidating expenses and obligations;

(b) Second, to the Partners having positive Capital Account balances determined as of the end of the Partnership's final taxable year, in proportion to such balances; provided, however, that the aggregate amount of all distributions under this Section 10.3(b) shall not exceed the cumulative balance of all such positive Capital Accounts; and

(c) Finally, to the Partners in proportion to their respective Percentage Interests.

Each Partner shall look solely to Partnership assets for all distributions with respect to his capital contribution thereto and his share of profits or losses and, except as provided in Section 4.1 or 9.3(b) of this Agreement, no Partner shall have recourse therefor (upon dissolution or otherwise) against any other Partner.

10.4 Notwithstanding any provision of Section 10.3 to the contrary, property owned by a Partner and used in the Partnership's business shall be returned to that Partner upon dissolution and liquidation of the Partnership.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Meetings. Meetings of the Partners may be called by a Majority in Interest of the Partners. Such meeting shall be held at a mutually agreeable time and place within 10 days after receipt of a proper request therefor.

11.2 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Alabama. A Partner's interest in the Partnership shall be personal property for all purposes.

11.3 Consents and Approvals. Whenever under this Agreement the consent or approval of any Partner is required or permitted, such consent or approval may be evidenced by a written consent signed by such Partner.

11.4 Notices. All notices under this Agreement shall be in writing and shall be given to the Partners at the addresses set forth in Exhibit A hereto and to the Partnership at its principal office or at such other address as any of the parties may hereafter specify by notice to the Partnership. Unless delivered personally, such notices shall be given by certified mail, postage prepaid. All notices shall be effective when so delivered or five days after being so mailed.

11.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.6 Scope of Partners' Authority. Except as otherwise provided in this Agreement, none of the Partners shall have any authority to act for, or to assume any obligations or responsibilities on behalf of, any other Partner or the Partnership.

11.7 Execution of Partnership Documents. Any contract, agreement, instrument or other document to which the Partnership is a party shall be signed by any one of the Partners on behalf of the Partnership and no other signature shall be required.

11.8 Waiver of Partition. Each of the Partners irrevocably waives during the term of the Partnership any right to maintain any action for partition with respect to the property of the Partnership.

11.9 Binding Effect. Subject to the limitations on transferability contained herein, each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, assigns, successors and legal representatives.

11.10 Entire Agreement. This Agreement, including the Exhibits A and B hereto, contain the entire agreement between the parties hereto relative to the Partnership and its continuation. Except as expressly provided herein, no variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

11.11 Severability. If any provisions of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.12 Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11.13 Identification. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

PARTNERS:

Gary W. Hutto

Hugh A. Johnson

EXHIBIT A

Name and Address of Partner	Capital Contributions	Initial Percentage Interest
Gary W. Hutto	$2,500	50%
Hugh A. Johnson	$1,080	50%

Inst # 1999-39517

09/21/1999-39517
01:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
016 MMS 80.00