

PARTNERSHIP AGREEMENT

AGREEMENT made July 13, 2000 between Sandra S. Benefield and Tammy C. Robbins of Harpersville, Alabama.

1. NAME AND BUSINESS. The parties hereby form a partnership under the name of R & B General Store to conduct a retail sales business. The principal office of the business shall be in Harpersville, Alabama located in Shelby County.

2. TERM. The partnership shall begin on July 13, 2000 and shall continue until terminated as herein provided.

3. CAPITAL. The capital (\$5,000.00) of the partnership shall be contributed in cash equally by the partners as follows:

A separate capital account shall be maintained for each partner. Neither partner shall withdraw any part of her capital account. Upon the demand of either partner, the capital accounts of the partners shall be maintained at all times in the proportions in which the partners share in the profits and losses of the partnership.

4. PROFIT AND LOSS. The net profits of the partnership shall be divided equally between the partners and the net losses shall be borne equally by them. A separate income account shall be maintained for each partner. Partnership profits and losses shall be charged or credited to the separate income account of each partner. If a partner has no credit balance in her income account, losses shall be charged to her capital account.

5. SALARIES AND DRAWINGS. Neither partner shall receive any salary for services rendered to the partnership. Each partner may, from time to time, withdraw the credit balance in her income account.

6. INTEREST. No interest shall be paid on the initial contributions to the capital of the partnership or on any subsequent contributions of capital.

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7. MANAGEMENT DUTIES AND RESTRICTIONS. The partners shall have equal rights in the management of the partnership business, and each partner shall devote her time to the conduct of the business. Without the written consent of the other partner neither partner shall on behalf of the partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the partnership other than the type of property bought and sold in the regular course of its business.

8. BANKING. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by either partner.

9. BOOKS. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a fiscal year basis, commencing August 1st and ending July 31st, and shall be closed and balanced at the end of each fiscal year. An audit shall be made as of the closing date.

10. VOLUNTARY TERMINATION. The partnership may be dissolved at any time by a 30 day written notice of either partner. The remaining partner shall have the first rights to purchase the interest of the exiting partner. If the remaining partner elects not to purchase the exiting partner's interest, in that event the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The partnership name shall be sold with the other assets of the business. The assets of the partnership business shall be used and distributed in the following order: (a) to pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) to equalize the income accounts of the partners; (c) to discharge the balance of the income accounts of the partners; (d) to equalize the capital accounts of the partners; and (e) to discharge the balance of the capital accounts of the partners.

11. DEATH. Upon the death of either partner, the surviving partner shall have the right either to purchase the interest of the decedent in the partnership or to terminate and liquidate the partnership business. If the surviving partner elects to purchase the decedent's interest, he shall serve notice in writing of such election, within three months after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent at the last-known address of such heir.

(a) If the surviving partner elects to purchase the interest of the decedent in the partnership, the purchase price shall be equal to the decedent's capital account as at the date of her death plus the decedent's income account as at the end of the prior fiscal year, increased by her share of partnership profits or decreased by her share of partnership losses for the period from the beginning of the fiscal year in which her death occurred until the end of the calendar month in which her death occurred, and decreased by withdrawals charged to her income account during such period. No allowance shall be made for goodwill, trade name, patents, or other intangible assets, except as those assets have been reflected on the partnership books immediately prior to the decedent's death; but the survivor shall nevertheless be entitled to use the trade name of the partnership.

(b) Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership business shall be the same as stated in paragraph 10 with reference to voluntary termination.

13. PROPERTY. The property at 34555 Highway 25, Harpersville, Alabama located in Shelby County will continue to be solely owned by Sandra S. Benefield. If, at a later date, each partner reaches a written agreement to purchase said property, a survey and deed will be processed against the partnership for the acreage in use at that time by R & B General Store. The property will be purchased for the partnership's future use and expansion. In any event the partnership is terminated, all rights to the said property will revert back solely to Sandra S. Benefield.

14. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

In witness whereof the parties have signed this Agreement.

Sandra S. Benefield
Sandra S. Benefield

Tammy C. Robbins
Tammy C. Robbins

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