

STATE OF ALABAMA

DOMESTIC

REGISTERED LIMITED LIABILITY PARTNERSHIP

INSTRUCTIONS (PLEASE TYPE)

ONE OR MORE AUTHORIZED PARTNERS MAY EXECUTE THE LIMITED LIABILITY PARTNERSHIP REGISTRATION/ CANCELLATION " ATTACH ADDITIONAL SHEETS IF NECESSARY. PRESENT ORIGINAL AND TWO COPIES WHEN FILING WITH THE JUDGE OF PROBATE.

(Check One)

☒ REGISTRATION: 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 \$20.00. The JUDGE OF PROBATE'S 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.

B & L Transportation 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:

Michael W. Lillie, 109 Windwood Circle, Montevallo, Alabama 35115.

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

109 Windwood Circle, Montevallo, Alabama 35115.

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

109 Windwood Circle, Montevallo, Alabama 35115.

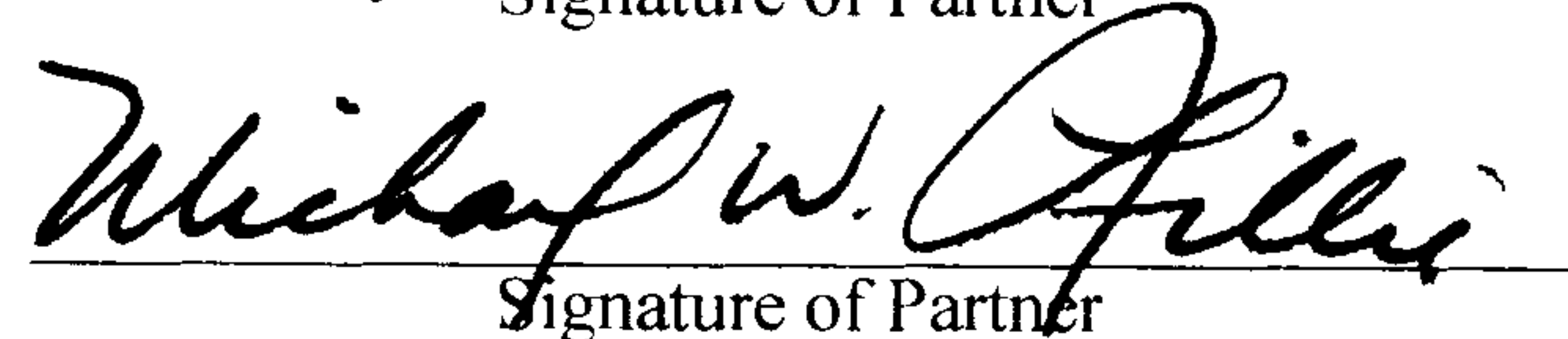
V Statement of nature of business/reason for filing statement of cancellation:

The Partnership is organized to provide rental transportation on the Partners property in and around Santa Rosa Beach, Florida.


VI The date of initial registration 3/11/2005. The county of initial registration is Shelby County.

Date 3-10-05


Signature of Partner


Signature of Partner

**PARTNERSHIP AGREEMENT
OF
B & L TRANSPORTATION, LLP**


20050331000148930 2/9 \$80.00
Shelby Cnty Judge of Probate, AL
03/31/2005 03:53:29PM FILED/CERT

THIS PARTNERSHIP AGREEMENT is made and entered into on this 11th day of March, 2005, by and between Patrick K. Barrett, (Referred to sometimes as "Barrett"), and Michael W. Lillie, (Referred to sometimes as "Lillie"), (collectively, the "Partners").

R E C I T A L S:

A. The parties hereto, being all the partners of B & L TRANSPORTATION, 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") agree to conduct the Partnership'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:

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.

2. Name. The name of the Partnership shall be B & L TRANSPORTATION, LLP, until it is changed by vote of a majority in interest of the Partners, and it shall be an Alabama Registered Limited Liability Partnership, whose initial Registered Agent for the Service of Process is Michael W. Lillie, 109 Windwood Circle, Montevallo, Alabama 35115.

3. Principal Place of Business. The principal place of business and principal office of the Partnership shall be 109 Windwood Circle, Montevallo, Alabama 35115. 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 a majority in interest of the Partners.

4. Purpose. The purpose for which the Partnership is organized to provide rental transportation on the Partner's property in and around Santa Rosa Beach, Florida.

5. Effective Date; Term. The effective date of this Agreement shall be the 11th day of March, 2005. The Partnership shall continue until dissolved in accordance with the terms of this Agreement.

6. Capital of the Partnership.

(a) Initial Capital. The Partners have received partnership Units in exchange for their contributions of property to the Partnership as follows:

<u>Partner</u>	<u>Initial Contribution</u>	<u>Units</u>
Patrick K. Barrett	\$500	500
Michael W. Lillie	\$500	500

Except as expressly provided in this Agreement or the Act, each outstanding Unit shall be entitled to one vote on each matter on which a vote, approval or consent of the Partners is required.

(b) Additional Capital Contributions. Additional capital contributions to the Partnership shall be made by each of the Partners at such times and in such amounts as a majority in interest of the Partners may determine, but nothing herein shall obligate any partner to contribute further capital. Any unequal contributions of capital made by any Partner shall be treated as a loan by the Partner to the Partnership, and such loans shall have the first right of repayment from any Partnership distribution.

(c) Capital Accounts. The Partnership shall maintain a separate capital account for each Partner in accordance with IRC § 704(b)(2) and the Treasury Regulations promulgated thereunder. 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.

(d) Withdrawal of Capital. No Partner shall be entitled to withdraw any part of his capital account or to receive any distributions from the Partnership except as provided in this Agreement.

(e) Interest on Capital. No Partner shall be entitled to interest on his contributions to the capital of the Partnership. Notwithstanding the foregoing, a Partner shall be entitled to interest on any loans which the Partner may, from time to time, make to the Partnership at such rate of interest as may be mutually agreed upon by the Partner and the Partnership.

7. Partnership Income: Unless otherwise decided by a subsequent vote of the majority in interest of the partners, all income shall be divided equally between the partners.

8. Operating Expenses of the Partnership. The necessary operating expenses of the Partnership, excluding out-of-pocket expenses and costs which are allocable to specific purchases/rentals, shall be paid by the Partnership on or before the 5th day of each month of the term of this Agreement.

9. Distributions. 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 quarterly, the Partners' allocable share of the net income of the Partnership, as determined in accordance with the provisions of Section 7 hereof.

10. Qualified Income Offset and Related Provisions. Notwithstanding any other provision in this Agreement:

(a) Net losses for any fiscal year that would otherwise be allocated to a Partner and which would cause that Partner to have an Adjusted Capital Account Deficit with respect to his interest in the Partnership shall instead be allocated pro rata among the other Partners.

(b) If any Partner receives an adjustment, allocation, or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Partnership gross income shall be specifically allocated to such Partner in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. The provisions of this Section 6(f)(ii) are intended to constitute a "qualified income offset" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d) and shall be interpreted and implemented as therein provided.

(c) After satisfaction of any allocations required by Section 10(b), net profit for a fiscal year shall be allocated pro rata among the other Partners until those Partners have received allocations of net profit equal in the aggregate to any net losses previously allocated to them pursuant to Section 10(a).

(d) An "Adjusted Capital Account Deficit" exists with respect to a Partner if the Partner's Capital Account, determined for this purpose by reducing the Capital Account by the items described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) and (6) and by increasing the Capital Account by the amount described in Treas. Reg. § 1.704-1(b)(2)(ii)(c) that the Partner is obligated to restore, is a negative amount.

11. Liabilities of the Partnership.

(a) Subject to the provisions of Section 11(c), the debts and liabilities of the Partnership shall be shared by the Partners in such percentages as the Partners shall agree in writing on or before the date that each such debt or liability is incurred by the Partnership. In the event that an agreement is not reduced to writing, the partners shall share equally in the debts so incurred.

(b) Each Partner hereby agrees to indemnify the other Partners against the payment of any liability in amounts exceeding the Partners agreed upon allocable percentages. If the liability was incurred outside the scope of this Agreement, the Partner responsible for such liability shall fully indemnify the other Partners in regard to such liability.

(c) Notwithstanding the foregoing provisions of paragraphs (a) and (b) of this Section 11, to the fullest extent permitted by Section 10-8A-308 of the Act, none of the Partners shall be liable individually for the debts and obligations of the Partnership or of any other Partner.

12. Management.

(a) In General. In the general conduct of the Partnership, all Partners shall be consulted and their advice and opinion shall be obtained so far as practicable; but it is agreed that:

(i) General management and decisions of administrative details shall rest in Lillie, (the "Managing Partner"); provided, however, that any decision may be made by a vote of a majority in interest of the Partners;

(ii) Prior to selecting any parcel of property for purchase and subsequent rental, the Partner reviewing such a transaction shall disclose to all Partners, orally or in writing, the nature of the matter, the amount of capital required, and the likelihood of a successful rental, and unless the transaction is thereafter approved by all of the Partners, orally or in writing, the Partnership may not engage in the transaction.

(b) Accountings. Each of the Partners shall give, whenever required, a true account of all business transactions arising out of the conduct of the Partnership for which the Partner is primarily responsible.

(c) Loyalty: Standards of Conduct. No Partner on his own behalf shall engage in any transaction similar to the sort for which the Partnership is organized except on the Partnership's account, without the prior written 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. No Partner shall usurp for himself a business opportunity suited to the business model and financial capabilities of the Partnership without first obtaining the written consent of a majority in interest of the other Partners.

(d) New Partners. With the consent of a majority in interest of the Partners, a nonparty to this Agreement may be admitted to the Partnership as a new Partner during the existence of this Agreement. The terms upon which the new Partners shall be admitted shall be stated by appropriate amendment to this Agreement.

13. Investments. No investments of Partnership assets or money shall be made and no assets purchased or sold without the approval of a majority in interest of the Partners.

14. Banking. The Partnership shall maintain one or more bank accounts (the LLP Account(s)), for Partnership purposes only. The Partnership may have as many other or additional accounts as the Partners may deem, from time to time, as necessary or proper. Checks shall be drawn on the Partnership bank accounts for Partnership purposes only. Checks may be signed by any person or persons designated by a majority in interest of the Partners.

15. Books of Account.

(a) Books and Records of the Partnership. The Partnership shall maintain proper and complete books of account on the cash basis, open to inspection at any time by any of the Partners or by the legal representative of any of the Partners. Partnership books shall be closed annually at the close of the fiscal year. The Partnership shall employ an independent certified public accountant or attorney to prepare Partnership returns and to close the books and make the determinations required by the provisions of this Agreement.

(b) Prohibited Acts. No Partner may, without the consent of a majority in interest of the Partners, borrow money in the name of the Partnership for Partnership purposes or utilize collateral owned by the Partnership as security for Partnership loans; assign, transfer, pledge, compromise or release claims of or debts due to the Partnership, except upon payment in full; pledge or hypothecate or in any manner transfer his or her interest in the Partnership, except as provided by this Agreement; or become a surety, guarantor, or accommodation party to any obligation.

(c) Fiscal Year. The fiscal year of the Partnership shall end on December 31 of each year.

16. Definition of a Majority in Interest of the Partners. Whenever herein the phrase "majority in interest of the Partners" shall appear, the same is defined to mean Partners owning, in the aggregate, 51% or more Units in the Partnership.

17. Disassociation of a Partner. A Partner shall be disassociated from the Partnership for any reason listed in §10-8A-601, but said disassociation shall not cause the dissolution of the Partnership.

(a) In the event that a Partner shall become disassociated by reason of §10-8A-601(7)(I) (death), the remaining Partners shall retain all management rights and duties pursuant to this Agreement, but the deceased partner's share of profits of the partnership shall be distributed as follows:

(1) Should Patrick Barrett become disassociated by reason of §10-8A-601(7)(I), all income otherwise due him shall be paid to Mary W. Barrett, or such other beneficiary as he shall specify in writing, by amendment to this Agreement.

(2) Should Michael W. Lillie become disassociated by reason of §10-8A-

601(7)(I), all income otherwise due him shall be paid to Lisa F. Lillie, or such other beneficiary as he shall specify in writing, by amendment to this Agreement.

(b) In the event that a Partner is disassociated by reason other than death:

(1) The partner's right to participate in the management and conduct of the partnership business terminates, except as provided in §10-8A-803;

(2) The partner's duty of loyalty under §10-8A-404(b)(3) terminates; and

(3) The partner's duty of loyalty under §10-8A-404(b)(1) and (2) and duty of care under §10-8A-404(c) continue only with regard to matters arising and events occurring before the partner's dissociation, unless the partner participates in winding up the partnership's business pursuant to §10-8A-803.

(4) The partnership shall cause the dissociated partner's interest in the partnership to be purchased for a buyout price reflecting the fair value of the dissociated partner's interest in the partnership as of the date of dissociation, derived as follows: The value of the interest of such partner shall be the sum of his capital account, any loans due him, his proportionate share to the accrued net profits remaining undistributed in his drawing account, and his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest.

18. Termination of Partnership. The Partnership shall terminate and be dissolved upon the occurrence of any event causing dissolution pursuant to §10-8A-801 of the Act, or by a vote of the Majority in Interest of the Partners.

(a) 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.

(b) Dissolution and Liquidation. Upon termination of the Partnership, the Partnership shall be dissolved and liquidated. A majority in interest of the Partners shall be trustees in liquidation of the Partnership. Upon termination, the non-cash assets of the Partnership acquired after the effective date of this Agreement shall be sold and liquidated (the Partners having a right of first refusal 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, with all reasonable promptness:

(I) To pay or provide for the payment of all obligations and liabilities of the Partnership and liquidating expenses and obligations; and

(ii) To repay any loans to the Partnership made by any individual Partner, and

(iii) To discharge the balance of the capital accounts of the Partners.

19. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the full and complete understanding and agreement of the parties, supersedes all prior understandings and agreements and cannot be changed or terminated orally.

(b) Amendment. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Partners.

(c) Consent, etc. Whenever a Partner requests any consent, permission or approval which may be required or desired by the other Partner, the other Partners shall not unreasonably withhold or postpone the grant of such consent, permission or approval.

(d) Governing Law, etc. This Agreement shall be governed by and construed according to the laws of the State of Alabama. The Partners consent that any legal action or proceeding arising hereunder may be brought in the Circuit Court of Jefferson County, Alabama or the United States District Court for the Northern District of Alabama and each Partner hereby assents and submits to the personal jurisdiction of any such court in any action or proceeding involving this Agreement and the Partners' rights and obligations hereunder.

(e) Binding Effect. This Agreement shall be binding upon and shall operate for the benefit of the parties and their respective legal representatives, successors and permitted assigns.

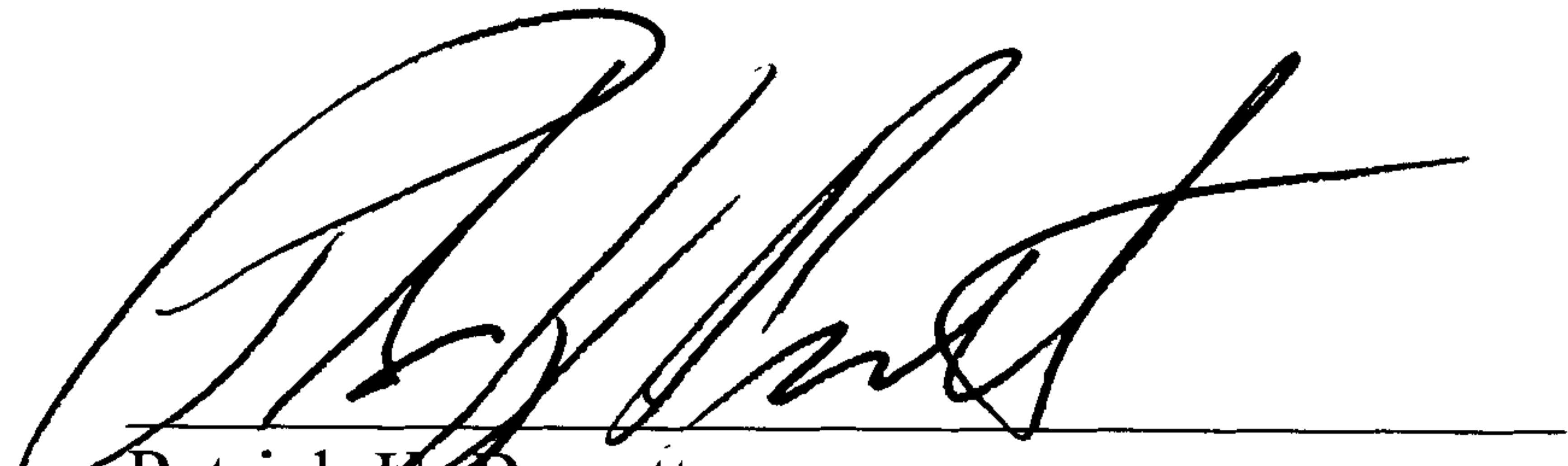
(f) Severability. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall, in any way, be affected thereby.

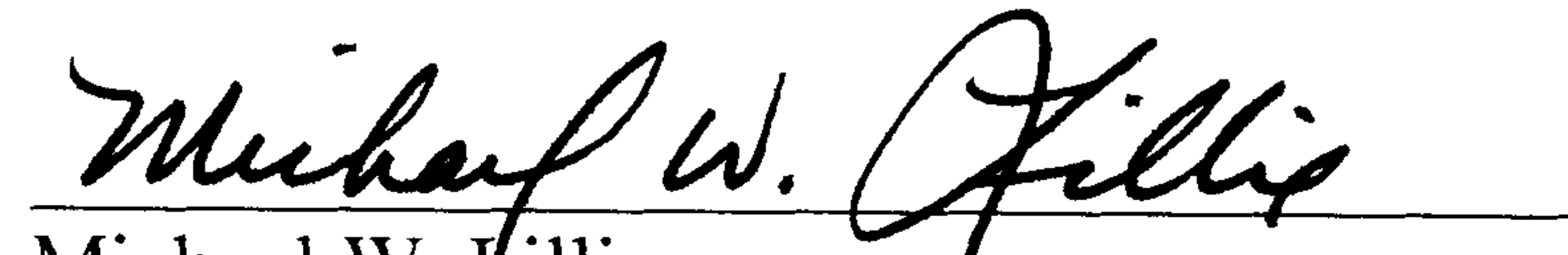
(g) Captions. The captions or titles used throughout this Partnership Agreement are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Agreement.

(h) Gender. Throughout this Agreement, whenever the context so permits, the masculine gender shall be deemed to include the feminine gender, and vice-versa, and both shall be deemed to include the plural and vice-versa.


(I) Exhibits. Exhibits, if any, attached to this Agreement are incorporated herein by reference, as though set out in full in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.


Patrick K. Barrett


Michael W. Lillie

STATE OF ALABAMA)
)
JEFFERSON COUNTY)


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Shelby Cnty Judge of Probate, AL
03/31/2005 03:53:29PM FILED/CERT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Patrick K. Barrett, whose name is signed to the foregoing limited liability partnership agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the partnership agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of March, 2005.



NOTARY PUBLIC

My Commission Expires: 7/26/08

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael W. Lillie, whose name is signed to the foregoing limited liability partnership agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the partnership agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 11th day of March, 2005.


NOTARY PUBLIC

My Commission Expires: 7/26/08