

# Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this 8<sup>th</sup> day of May, 2015, by and between the following individuals:

Eric Dunkerley

Address: 5120 Skylark Drive  
City/State/ZIP: Birmingham, AL 35242

Jared Thornton

Address: 7049 Stoneybrook Crossing  
City/State/ZIP: Leeds, AL 35094

James Stewart

Address: 622 Fern Creek Road  
City/State/ZIP: Springville, AL 35146

Frank Taylor

Address: 5160 Kirkwall Lane  
City/State/ZIP: Birmingham, AL 35242

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose:  
Manufacturing window clings known as "EasyClings" and related products.

2. Name. The partnership shall be conducted under the name of EasyClings and shall maintain offices at 5120 Skylark Drive, Birmingham, AL 35242.


3. Day-To-Day Operation. The partners shall provide their services and best efforts on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business. Should there be differences between the partners concerning ordinary business matters, a decision shall be made by majority vote. It is understood that the partners may elect one of the partners to conduct the day-to-day business of the partnership; however, no partner shall be able to bind the partnership by act or contract to any liability exceeding \$1,000 without the prior written consent of each partner.

4. Capital Contribution. The capital contribution of each partner to the partnership shall consist of the following property, services, or cash which each partner agrees to contribute:

Name Of Partner	Contribution	Agreed-Upon Cash	% Share
Eric Dunkerley	Concept and Intellectual Property	0	50%
Jared Thornton	Cash	\$1,500	16.6666%
James Stewart	Cash	\$1500	16.6666%
Frank Taylor	Cash	\$1500	16.6666%

The capital of the partnership shall be contributed as shown above by the partners:

- A separate capital account shall be maintained for each partner.
- No partner shall withdraw any part of their capital account.
- 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.

  
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5. Profits and Losses. The profits and losses of the partnership shall be divided by the partners according to a mutually agreeable time schedule and at the end of each calendar year according to the proportions listed above.

6. Term/Termination. The term of this Agreement shall be for a period of unlimited years, unless the partners mutually agree in writing to a shorter period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share.

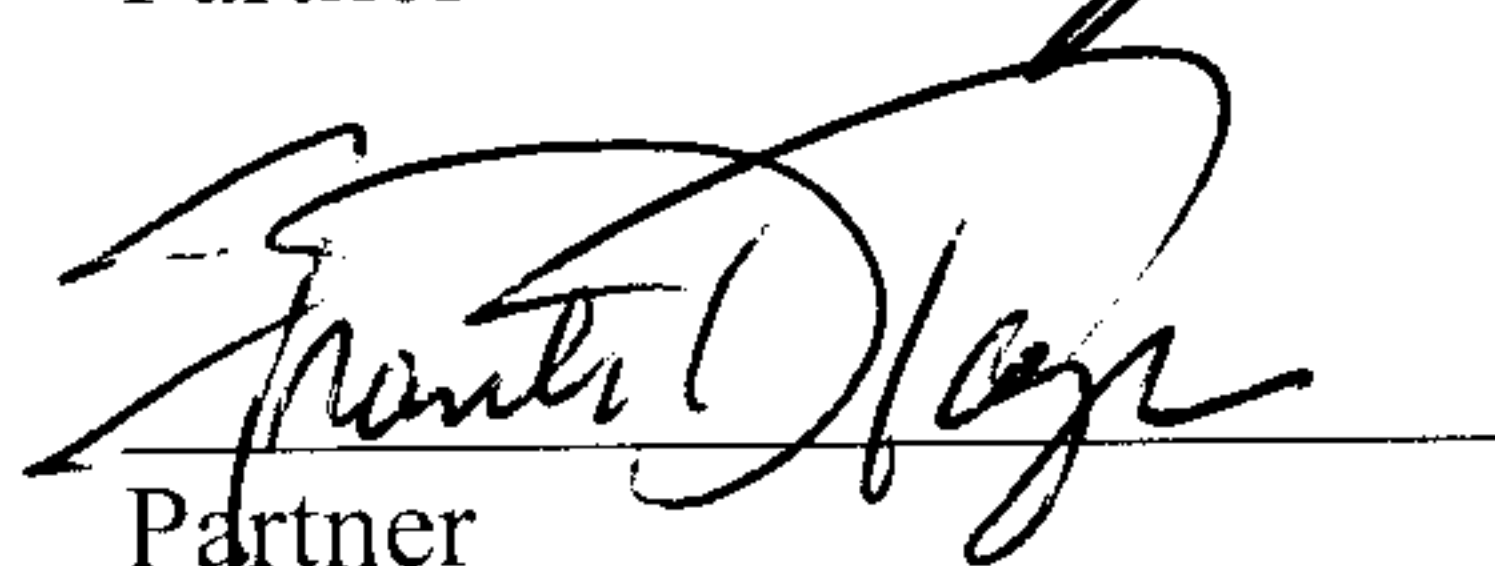
7. Disputes. This Partnership Agreement shall be governed by the laws of the State of Alabama. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

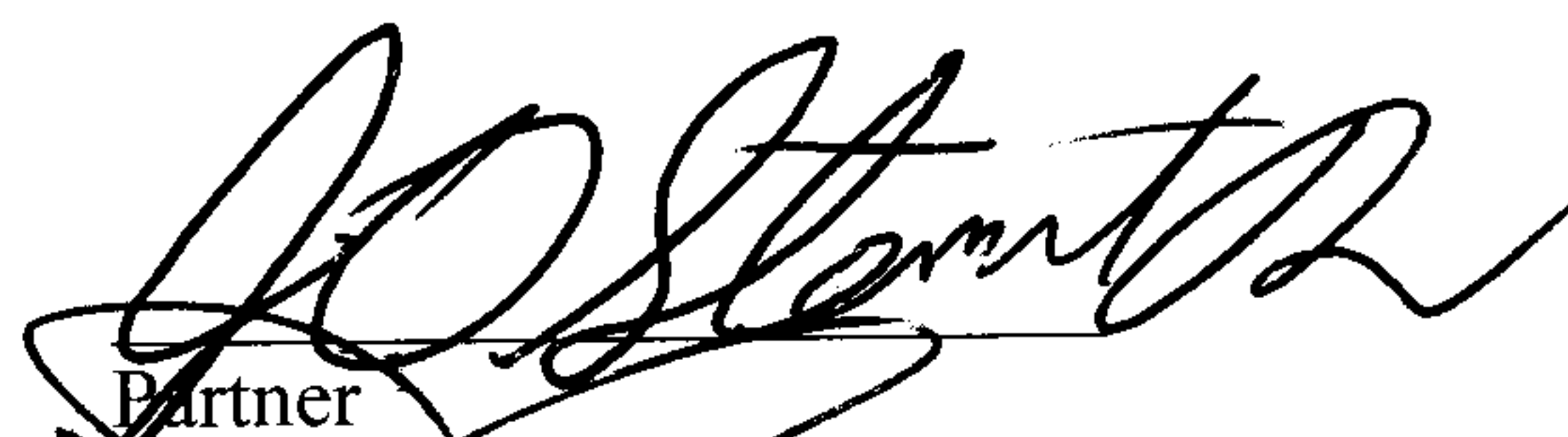
8. Withdrawal/Death of Partner. In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name. A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to first offer his/her interest to the remaining partners. No partner shall transfer interest in the partnership to any other party without first offering to the remaining partner(s). The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner, the value of his interest in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) 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.

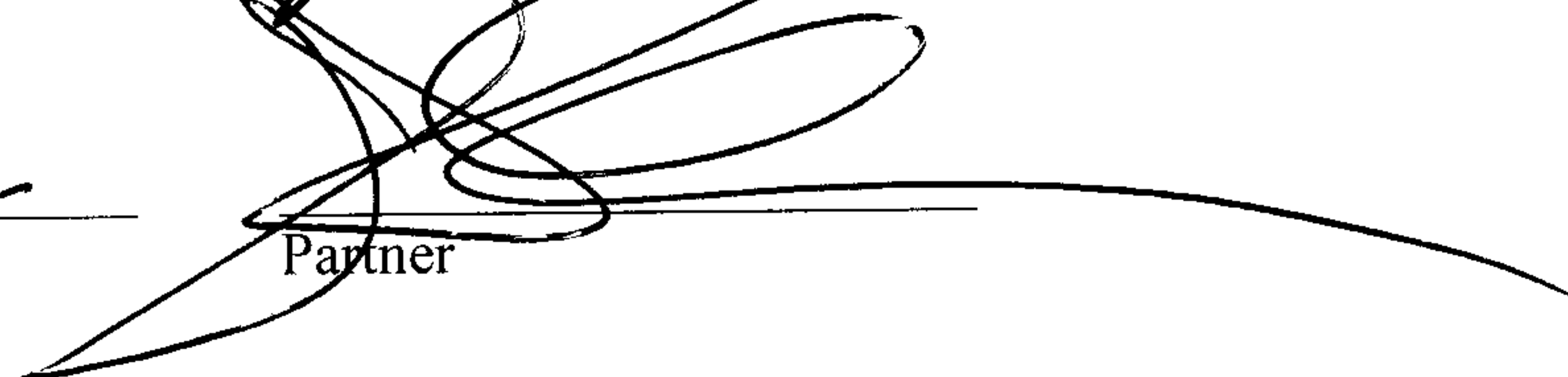
9. Non-Compete Agreement. A partner who retires or withdraws from the partnership shall not engage in a business which is or which would be competitive with the existing business products (clings made using same methodology) of the partnership for a period of 1 year, in this State where the partnership is currently doing or planning to do business.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.

  
Partner

  
Partner

  
Partner

  
Partner



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