## **LAKEVIEW MOBILE HOME PARK**

## **PARTNERSHIP TERMINATION**

THE PARTNERSHIP AGREEMENT entered into on the 20th day of August, 2019, effective as of July 1, 2019, by and between Bonnie C. Jett, Rocky A. Winslett and John T. Winslett, is hereby terminated effective September 4, 2020, due to the sale of the business on September 3, 2020. The business will continue for up to 60 days in order to finalize the remaining business of the partnership. After all business is finished the funds remaining in the partnership's bank account will be dispersed according to pro-rations outlined in paragraph 5 below and the checking account will be closed.

1. Business: The Partnership Agreement is effective as of July 1, 2019, of the conducting of business known as Lakeview Mobile Home Park, located in Shelby County, Alabama. The Partnership is engaged in the general mobile home park business of maintaining and leasing sites for the location of mobile homes, including the maintaining of physical facilities with access to the home sites and bringing utilities thereto. The Partnership may also engage in the buying and owning and leasing of mobile homes to the public.

The principle place of business is 121 S. River Dr. Shelby, AL 35143.

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2. Firm Name: The firm name is Lakeview Mobile Home Park.

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- 3. Term: The Partnership shall begin on July 1, 2019, and shall continue from year to year thereafter until terminated or modified by mutual agreement. Business of the partnership has actually been conducted for a number of years prior to the effective date with Billy Jett and J.B. Winslett. On the death of Billy Jett the partnership was reorganized, with the business continuing under the partnership of Bonnie C. Jett and J.B. Winslett. On the death of J.B. Winslett the partnership was reorganized, with the business continuing under this Partnership Agreement.
- 4. Capital: The capital of the partnership shall consist of the capital contributions hereto contributed to the partnership and capital that may be contributed from time to time thereafter.
- 5. Profit and Loss: The net profit and loss of the partnership shall be divided one-half (1/2) to Bonnie C. Jett of 5647 Birmingport Road, Mulga, AL 35118, one-quarter (1/4) to Rocky A. Winslett of 121 S. River Dr. Shelby, AL 35143 and one-quarter (1/4) to John T. Winslett of 121 S. River Dr. Shelby, AL 35143.
- 6. Banking: All funds of the partnership are to be deposited in the name of the partnership in such checking account or accounts as presently designated except as may be later designated by the partners. All withdrawals thereon are to be handled by checks signed by any partner.
- 7. Death of a Partner: In the event of the death of a partner the partnership shall continue for a period of 90 days to wind up the business of the partnership, after which, if the partnership has not been re-formed or reorganized, the assets of the partnership shall be distributed to the partner or the partner's personal representative as the case may be. During the 90-day period if the successors to the deceased partner agree to the continuation of the partnership by appropriate written acknowledgement then the partnership shall continue subject to written notice.

20200924000430070 1/2 \$25.00 Shelby Cnty Judge of Probate, AL 09/24/2020 12:32:07 PM FILED/CERT 8. Amendment: This Partnership Agreement may be amended by mutual consent of each of the partners hereto, including the right to amend and add new or additional partners, or to allow a partner to withdraw so long as there will remain two (2) partners to carry on the business of the partnership.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement at Columbiana, Alabama, as of the day and year aforesaid.

Mitness:

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**Bonnie C. Jett** 

**5647 Birmingport Road** 

Mulga, AL 35118

Rita Unslett

Rocky A. Winslett 121 S. River Dr.

Rocky A. Winslett

**Shelby, AL 35143** 

Kuberly Wislett

John T. Winslett

121 S. River Dr.

Shelby, AL 3514

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