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**K & A INVESTMENTS PARTNERSHIP AGREEMENT**  
*(forming a Tennessee General Partnership)*

THIS PARTNERSHIP AGREEMENT (the "Agreement") is entered into effective as of 1<sup>st</sup> day of April, 2004, by and between Goldwater Investments, L.L.C., a Georgia limited liability company with an address of 1707 Mt. Vernon Road, Suite D, Dunwoody, Georgia 30338 ("Goldwater"), and Anwar Aman, whose address is set forth below his signature on the last page of this Agreement ("Aman") (collectively, such parties shall be referred to as the "Parties" or the "Partners," and, individually, each such party shall be referred to as a "Party," a "Partner," or by his or her name. Certain capitalized terms used throughout this Agreement are defined in Article Eight of this Agreement.

*Recitals:*

A. The Parties desire to form a general partnership under the Tennessee Uniform Partnership Act, Tenn. Code Ann. §§ 61-1-101 *et seq.*, to be known as "K & A Investments" (hereinafter referred to simply as the "Company"), to be managed and operated in accordance with the terms contained below in this Agreement;

B. NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

**Article One**  
**Formation, Purpose and General Information**

1.01 Name and Place of Business. K & A Investments shall conduct its business under the name "K & A Investments," "K & A Partnership" or such other trade name or trade names as the Partners may decide to use. The principal executive office of K & A Investments shall be located at 1707 Mt. Vernon Road, Suite D, Dunwoody, Georgia 30338, or such other location as the Partners may subsequently designate from time to time by their unanimous agreement.

1.02 Purpose. K & A Investments has been formed for the purpose of acquiring, operating, leasing, subleasing, managing, developing, and/or selling real properties, including the real property now known as the Tunica Chevron in Robinsonville, Mississippi. K & A Investments may engage in any and all other activities as may be necessary, incidental, or convenient to carry out the business described in the preceding sentences of this Section 1.02.

1.03 Limitation of Activities. K & A Investments is formed only for the purpose set forth in Section 1.02. Nothing in this Agreement shall be construed as forming a general partnership, joint venture, or limited liability company between or among the Partners for any purpose other than as expressly set forth in this Agreement.

1.04 Title to the Property. Title to K & A Investments's property and assets acquired in connection with its business shall be held at all times in the name of the partnership, K & A

Investments (and not in the name of any Partner). The Partners shall execute and record such documents, instruments, or deeds as may be necessary to reflect K & A Investments's ownership of its property and assets.

1.05 Term. The term of K & A Investments shall commence as of the date of this Agreement and shall continue for a period of thirty- (30-) years thereafter, unless K & A Investments is sooner dissolved pursuant to the provisions of this Agreement or unless all of the Partners agree to extend the term of this Agreement.

1.06 Banking Relationship. The Partners shall open a bank account on behalf of K & A Investments with any financial institution (either a commercial bank, savings bank, credit union, or savings and loan) located in such place (within or outside of the State of Tennessee ) as the Partners may determine to be in the best interest of K & A Investments. All of the Partners shall be authorized signatories on all accounts opened in the name of K & A Investments. With respect to any check, draft or other withdrawal from the account of K & A Investments in excess of five hundred dollars (\$500), Goldwater shall be required to sign such check or otherwise authorize such draft or withdrawal.

## **Article Two** **Partners**

2.01 Voting. Except as otherwise set forth in section 2.02, each Partner shall vote in proportion to the Partner's percentage Capital Interest in K & A Investments. The Partners' percentage Capital Interests is as follows:

<u>Name of Partner</u>	<u>Percentage of Capital Interest</u>
Goldwater	70%
Aman	30%

2.02 New Partners. A new Partner may be admitted to K & A Investments only after all of the then-existing Partners agree, in writing, to admit such proposed new Partner and only if the proposed new Partner agrees to execute and acknowledge such instruments as are necessary or desirable to effect such admission and to confirm the new Partner's agreement to be bound by all the covenants, terms, and conditions of this Agreement, as the same may have been amended. Each new Partner shall receive a Capital Interest and share in the profits, losses, and cash flow of K & A Investments in an amount to be determined by all of the other Partners at the time of admission. The provisions of this Section 2.03 shall not apply to a person or entity that acquires the Partnership interest of an existing Partner by sale, assignment, or conveyance, including an involuntary conveyance; rather, the provisions of Section 6.02 shall apply to such person or entity.

**Article Three**  
**Management and Operation**

3.01 Day-to-Day Operations. The Partners hereby appoint Goldwater (through its designated agent or employee) as the Manager (the "Manager"), to manage the day-to-day operations of K & A Investments. The Manager's duties as such manager shall include the hiring, disciplining and discharging employees, ensuring that all federal and state tax returns are properly completed and timely filed and that all taxes (including, but without limitation, sales taxes and FICA, FUTA and income tax withholdings, and liquor taxes) are properly paid, and maintaining (in cooperation with the Company's accountant) the books and records of K & A Investments for accounting and tax purposes. The Manager shall possess all rights and powers generally conferred by law and all rights and powers as are necessary, advisable, or consistent in connection with the day-to-day management of the business of K & A Investments and with the provisions of this Agreement. The Manager shall be vested with all specific rights and powers required for or appropriate to the management, conduct, or operation of the business of K & A Investments under this Agreement. Specifically, the Manager shall:

- (a) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of K & A Investments.
- (b) Ensure that all orders and resolutions of the Partners are carried into effect.
- (c) Provide such services to K & A Investments as the Partners shall deem proper and necessary, including the keeping of all Partners informed of all letters, accounts, writings, and other information that shall come to the Managers' attention concerning the business of K & A Investments.
- (d) As soon as practical after the close of each taxable year (but in no event later than March 31 of the next succeeding year), deliver, or cause to be delivered, to each Partner a copy of the Company's complete federal information return, including all schedules.
- (e) Keep accurate Partnership records for K & A Investments;
- (f) Maintain records of and, whenever necessary, certify all proceedings of the Partners; and
- (g) Receive notices sent to K & A Investments and to keep a record of such notices in the records of K & A Investments.

3.02 Limitations on Authority of Manager. The Manager shall have no authority to perform any act in violation of applicable law or in violation of any agreements to which K & A Investments is then subject, nor shall the Managers have any authority to do any one or more of the following acts on behalf of the K & A Investments without the prior approval of Partners holding greater than fifty percent (50%) of the Capital Interest of K & A Investments:

- (a) To borrow money on the general credit of K & A Investments;
- (b) To make or commit for capital improvements to any property of K & A Investments;
- (c) To acquire or lease any real property;
- (d) To sell, mortgage, hypothecate, pledge, transfer, convey or otherwise dispose of any assets of K & A Investments; or
- (e) To endorse any note or act as an accommodation party in behalf of or in the name of K & A Investments except as necessary in the negotiation and transfer of drafts payable to the order of K & A Investments.

(f) Resignation or Removal of Manager. The Manager appointed pursuant to Section 3.01 (and any of its successors) shall serve until the Partners by their unanimous agreement remove the Manager. The Partners, by unanimous agreement, may remove a Manager with or without cause. In addition, in the event that a Manager is charged with a crime, or notified that he is to appear before an administrative agency or other governmental body on charges, involving theft, fraud, a violation of any federal or state securities laws, dishonesty, or any felonious act under Tennessee or federal law, or the Manager files a voluntary bankruptcy, or an involuntary bankruptcy petition is filed against the Manager and not dismissed within sixty (60) days of the filing, the Manager shall be immediately removed from his office as a Manager upon the demand of any one or more of the Partners. The provisions of the immediately preceding sentence apply regardless of whether or not the Manager is ultimately convicted or found liable or guilty of the offenses for which the Manager is charged or brought before the administrative agency or governmental body. Upon the resignation, death, or judicial adjudication of incompetency of a Manager, or upon a Manager's removal for any reason, the Manager's successor shall be appointed by the unanimous agreement of all Partners other than the Manager. However, a Partner's right to participate in appointing a successor Manager shall immediately terminate at such time as the Partner is dissolved and liquidated or is adjudicated a bankrupt.

3.03 Partners' Consent to Operations. The procedure for the operation of K & A Investments shall be as follows:

- (a) The admission of any new Partner to K & A Investments or a call for additional capital contributions shall require the vote of Partners holding greater than fifty percent (50%) of the Capital Interest in K & A Investments; and .
- (b) All other matters other than as set forth in Section 3.01 relating to the day-to-day operations of K & A Investments, and, in particular, those other matters over which the Manager's powers have been limited under Section 3.02, shall require the vote of Partners holding greater than fifty percent (50%) of the Capital Interest in K & A Investments.

**Article Four**  
**Capital Accounts and Partner Loans to K & A Investments**

4.01 Capital Contributions.

(a) Initial Capital Contributions. Each Partner shall contribute initially to the capital (the "Initial Capital Contribution") of K & A Investments in accordance with the following schedule:

<u>Name of Partner</u>	<u>Initial Capital Contribution</u>
Goldwater	\$700.00
Aman	<u>\$300.00</u>
Total	\$1,000.00

Each Partner's ownership interest in the capital of K & A Investments shall be as set forth in the schedule in Section 2.01.

(b) Capital Accounts. An individual capital account shall be established and maintained for each Partner, which shall receive an interest in K & A Investments and shall be credited with the amounts of the Partner's initial capital contribution and any other contributions made to K & A Investments from time to time. A Partner shall not be entitled to interest on its capital account, or to receive any distribution from K & A Investments, except as specifically provided in this Agreement. Each Partner's capital account shall be determined and maintained throughout the term hereof in accordance with the requirements of § 704(b) of the Tax Code and the applicable Regulations.

(c) Revaluation Events. Upon the happening of any of the following after the formation and initial capitalization of K & A Investments (i) a contribution of money or other property (other than a de minimis amount) to K & A Investments by a new or existing Partner as consideration for an interest in K & A Investments; (ii) a distribution of money or other property (other than a de minimis amount) by K & A Investments to a retiring or continuing Partner as consideration for an interest in K & A Investments; or (iii) the termination of K & A Investments for federal income tax purposes pursuant to § 708(b)(1)(B) of the Tax Code (each instance of any such occurrence being hereafter referred to as a "Revaluation Event"), K & A Investments's property shall be revalued on the books maintained by K & A Investments pursuant to § 704 of the Tax Code, and the capital accounts of the Partners will be adjusted simultaneously, to reflect the unrealized income, gain, loss, or deduction inherent in the K & A Investments's property, not previously reflected in the Partner's capital accounts, that would be allocated among the Partners if there were a taxable disposition of such property for its fair market value (or, if greater, the amount of any nonrecourse indebtedness to which it is subject) on the date of such Revaluation Event; provided, however, that any such adjustment of the Partner's capital accounts shall be effected in accordance with the requirements of § 1.704-1(b)(2)(iv)(g) of the Regulations, as amended from time to time.

#### 4.02 Additional Funding.

(a) Loans by Goldwater. If additional funds are needed for the operation of the business of K & A Investments or to acquire additional vending machines, Goldwater shall have the right (but not the obligation) to loan additional amounts to K & A Investments, in one or more advancements, as required by K & A Investments. Such loan or loans such be evidenced by a promissory note or notes payable on such terms as may be agreed upon by K & A Investments and Goldwater. In the event that additional funding is necessary to ensure the ability of the K & A Investments to meet its obligations, K & A Investments shall offer the other Partner or Partners the opportunity to loan funds to K & A Investments, at such interest rate and on such repayment terms as may be agreed upon by K & A Investments and the Partner advancing the funds.

(b) Repayment of All Loan Amount Prior to Any Distributions of Capital Interests to Partners. Any such loan amount shall be repaid in full (including all accrued but unpaid interest) prior to any distributions to the Partners in accordance with their respective percentage Capital Interests in K & A Investments. Notwithstanding the above provisions in this Section 4.02, if an advancement made by a Partner is in a de minimis amount, the Partner may elect not to accrue interest on the advancement. Nothing in this Section 4.02 shall be construed as imposing an obligation upon any Partner to make an advancement to K & A Investments.

### **Article Five** **Allocations and Distributions**

5.01 Allocation of Net Profits and Net Losses. Subject to adjustments as may be required pursuant to the other provisions of this Agreement, the net profits and net losses of K & A Investments shall be shared by the Partners in accordance with the following schedule:

<u>Name of Partner</u>	<u>Share of Profits and Losses</u>
Goldwater	70%
Aman	30%

For the purposes of this Agreement, the terms "net profits" and "net losses" shall mean the net profits and losses of K & A Investments as determined for federal income tax purposes by the accountant retained on K & A Investments's behalf by the Partners, in accordance with § 703(a) of the Tax Code (for this purpose, all items separately stated pursuant to § 703(a)(1) of the Tax Code shall be included in taxable income or loss), with the following adjustments:

(i) any income of K & A Investments that is exempt from federal income taxes or not otherwise taken into account in computing net profits or net losses pursuant to this section 5.01 shall be added to such taxable income or loss;

(ii) any expenditures of K & A Investments described in § 705(a)(2)(B) of the Tax Code (or treated as an expenditure of that type pursuant to § 704 of the Tax Code), and not

otherwise taken into account in computing net profits or net losses pursuant to this section 5.02 shall be subtracted from such taxable income or loss; and

(iii) if K & A Investments's property is properly reflected on the books maintained pursuant to § 704(b) of the Tax Code at other than its adjusted basis, then in lieu of depreciation, amortization, and other cost recovery deductions taken into account for federal income tax purposes, there shall be taken into account the depreciation, amortization, or other cost recovery deductions computed in accordance with § 704(b) of the Tax Code.

In accordance with the provisions § 704(c) of the Tax Code, income, gain, loss, and deduction with respect to property contributed to K & A Investments by a Partner shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to K & A Investments for federal tax purposes and its fair market value at the time of contribution in accordance with the "traditional" method (subject to the "ceiling" rule) set forth in section 1.704-3(b) of the Regulations.

5.02 Cash Distributions from Operations. During the first month of each calendar quarter, the Manager shall determine whether the operations of K & A Investments have generated a Positive Cash Flow for the immediately preceding quarter. If, after deducting from the Positive Cash Flow the Reserve Amount, there remains a positive balance (the "Positive Balance"), such Positive Balance shall be distributed and paid to the Partners as follows:

(a) First, from such Positive Balance (but only to the extent of the amount of such Positive Balance), unless the Partners unanimously otherwise agree, K & A Investments shall return to each Partner his or her Initial Capital Contributions (see Section 4.01(a)). If the entire Initial Capital Contributions for all Partners cannot be returned at the same time, K & A Investments shall distribute such Positive Balance to the Partners in proportion to their respective percentage interests in the net profits and net losses of K & A Investments as set forth in Section 5.01.

(b) Last, any remaining portion of the Positive Balance after the Initial Capital Contributions of all Partners are repaid shall be divided between or among and paid to the Partners based upon their respective percentage interests in the net profits and net losses of K & A Investments as set forth in Section 5.01.

5.03 Additional Capital Contributions. No calls for additional capital contributions shall be made unless all of the Partners unanimously agree to the same.

5.04 Tax Provisions Regarding Special Allocations.

(a) Company Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain (Partnership Minimum Gain shall have the same meaning as "partnership minimum gain," as such term is used in § 704 of the Tax Code and the Regulations) of K & A Investments for any taxable year, each Partner must be allocated items of income and gain for that taxable year equal to that Partner's share of the net decrease in such Partnership

Minimum Gain. A Partner's share of the net decrease in such Partnership Minimum Gain is the amount of the total net decrease multiplied by the Partner's percentage share of such Partnership Minimum Gain at the end of the immediately preceding taxable year. A Partner's share of any decrease in such Minimum Gain resulting from a Revaluation Event equals the increase in the Partner's capital account attributable to the Revaluation Event to the extent the reduction in Partnership Minimum Gain is caused by the Revaluation Event. A Partner is not subject to Partnership Minimum Gain Chargeback Requirement to the extent the Partner's share of the net decrease in Partnership Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Partner Nonrecourse Liability (as such terms are used in the Tax Code and Regulations), and the Partner bears the economic risk of loss (within the meaning of § 1.752-2 of the Regulations) for the newly guaranteed, refinanced or otherwise changed liability.

(b) Partner Minimum Gain Chargeback. If during a taxable year of K & A Investments there is a net decrease in Partner Minimum Gain (as such term is used in the Tax Code and the Regulations), any Partner with a share of Partner Minimum Gain ("partner nonrecourse debt minimum gain" as determined under § 1.704-2(i)(5) of the Regulations) as of the beginning of that taxable year must be allocated items of income and gain for the taxable year (and, if necessary, subsequent taxable years) equal to that Partner's share of the net decrease in Partner Minimum Gain. A Partner's share of the net decrease in Partner Minimum Gain is determined in a manner consistent with the provisions of § 1.704-2(g)(2) of the Regulations. A Partner is not subject to this Partner Minimum Gain Chargeback, however, to the extent that the net decrease in Partner Minimum Gain arises because of the liability ceases to be Partner Nonrecourse Liability due to a conversion, refinancing or other change in the debt instrument that causes it to become partially or wholly a Nonrecourse Liability of K & A Investments. The amount that would otherwise be subject to the Partner Minimum Gain Chargeback is added to the Partner's share of Nonrecourse Liability of K & A Investments. In addition, rules consistent with those applicable to Minimum Gain of the K & A Investments shall be applied to determine the shares of Partner Minimum Gain and Partner Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to § 704(b) of the Tax Code.

(c) Qualified Income Offset. Notwithstanding any provision of this Agreement to the contrary (other than paragraphs (a) and (b) of this Section 5.05), in the event that a deficit in a Partner's capital account is created or increased (taking into account an allocations, adjustments, or distributions described in § 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations) in excess of such Partner's share of Partnership Minimum Gain and Partner Minimum Gain, plus any amount that the Partner is obligated to restore to K & A Investments, such Partner will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible. This provision is intended to Partnership with § 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently with that section of the Regulations.

(d) Gross Income Allocation. In the event that any Partner has a deficit capital account at the end of the fiscal year of K & A Investments which is in excess of the sum of: (I)

the amount such Partner is obligated to restore pursuant to any provision of this Agreement, and (II) the amount of such Partner is deemed obligated to restore pursuant to the penultimate sentences of Regulation §§ 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of income and gain of K & A Investments in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph (d) shall be made only if and to the extent of such sum after all other allocations provided for in this Article V have been made as if Section 5.05(c) and this paragraph (d) were not in this Agreement.

5.05. Tax Code Compliance. All of the provisions of this Agreement (in particular, Articles Four and Five hereof) as they relate to maintenance of capital accounts are intended and shall be construed and, if necessary, modified, to cause the allocation of net profits, net losses, income, gain, and credit to have substantial economic effect under the Regulations promulgated under § 704(b) of the Tax Code, in light of any distributions made pursuant to this Article Five or Article Eight hereof and contributions made pursuant to Article Four hereof. Notwithstanding anything to the contrary, however, this Agreement shall not be construed as obligating any Partner, personally, to make contributions in excess of his, her, or its initial contribution or that which may be required pursuant to Section 5.04 hereof. In the event that the Managers shall determine that it is prudent to modify the manner in which the capital accounts of the Partners, or any debits or credits thereto, are computed in order to comply with such Regulations, the Managers may make such modification, provided that the modification is not likely to have a material effect on the amounts distributable to any Partner pursuant to Article Eight upon the dissolution of the K & A Investments.

#### Article Six

#### No Withdrawals Permitted; Restrictions on Involuntary Transfers

6.01 No Withdrawals Permitted. A Partner shall not be permitted to withdraw from K & A Investments for any reason.

6.02. No Involuntary Transfers Permitted. An Involuntary Transfer (as defined below) of a Partner's Interest shall be null and void, unless all of the other Partners consent to the transfer. For purposes of the preceding sentence, an "Involuntary Transfer" means any involuntary transfer of a Partner's Interest, including (without limitation) a transfer ordered by a court in any action, such as a transfer ordered by a bankruptcy court. Even if a court should order that an Interest be transferred notwithstanding the above restrictions, the transferee (unless he is already a Partner) shall not become a Partner, but shall merely be an assignee of the Partner's right to receive a share of distributions from K & A Investments (with no right to interfere with the management or administration of K & A Investments's business or affairs); provided, however, that such assignee may become a Partner if, and only if, each of the following conditions are satisfied:

(a) The transferee executes and acknowledges such instruments as are, in the discretion of the discretion of the other Partners, necessary or desirable to effect the transfer of Interest and to confirm the transferee's agreement to be bound by all the covenants, terms, and conditions of this Agreement, as the same may have been amended; and

(b) The written consent of all of the non-transferring Partners to such transfer shall be obtained, which consent may be withheld, with or without cause, in the sole, absolute, and unlimited discretion of any of the non-transferring Partners.

**Article Seven**  
**Dissolution and Termination**

7.01 Events Causing Dissolution and Termination. K & A Investments shall be dissolved and terminated on the first to occur of the following:

- (a) At the end of the term of this Agreement (as set forth in Section 1.05); or
- (b) Upon the unanimous agreement of all of the Partners.

Upon such termination, the Manager shall wind up the business and affairs of K & A Investments in accordance with the applicable provisions of the Act and in accordance with any other applicable provisions of this Agreement. Any profits or losses incurred since the previous accounting shall be divided among the Partners shall be added to the distribution to be made to the Partners. The Manager shall then wind up and liquidate K & A Investments by selling its assets, collecting all know debts due or owing to K & A Investments (including any unperformed contributions agreements) and the proceeds from such liquidation shall be applied in the following order of priority:

(i) to the payment of any debts and liabilities of K & A Investments, including advancements or loans to K & A Investments made by a Partner, including the Initial Loan;

(ii) to the setting up of any reserve that the Partners shall deem reasonably necessary to provide for any contingent or unforeseen liabilities or obligations of K & A Investments. At the expiration of such period of time as the Partners shall deem advisable, the balance of such reserve remaining after the payment of such contingencies shall be distributed in the manner hereinafter set forth;

(iii) thereafter, the balance of any proceeds shall be distributed as follows:

-First, to return any unpaid portion of the Initial Capital Contribution to the Partners. If the entire Initial Capital Contributions for all Partners cannot be returned from such liquidation proceeds, K & A Investments shall distribute such liquidation proceeds to the Partners in proportion to their respective percentage interests in the net profits and net losses of K & A Investments as set forth in Section 5.01.

-Second, any remaining portion of such proceeds shall be divided between or among and paid to the Partners in accordance with the positive capital account

balances of the Partners, as determined after taking into account all capital account adjustments for K & A Investments taxable year during which such liquidation occurs, and shall be made by the end of such taxable year (or, if later, within ninety days after the date of such liquidation). For purposes of the immediately preceding sentence, a liquidation of K & A Investments shall mean a liquidation as set forth in § 1.704-1(b)(2)(ii)(g) of the Regulations.

7.02 Events Not Causing a Dissolution. The bankruptcy, attempted withdrawal, death, incapacity, merger, or dissolution of a Partner shall not cause a dissolution of K & A Investments. Rather, notwithstanding any such of such events occurring, K & A Investments shall continue its business and affairs without interruption, with the trustee, conservator, legal representative, heirs, beneficiaries of, or other successor-in-interest to the dissolved, insane, dead, merged, or bankrupt Partner succeeding as merely an assignee of such Partner's right to receive his share of distributions from K & A Investments (with no right to interfere with the management or administration of K & A Investments's business or affairs); provided, however, that such assignee may become a Partner if, and only if, the transferee executes and acknowledges such instruments as are, in the discretion of the discretion of all of the other Partners, necessary or desirable to effect the transfer of Interest and to confirm the transferee's agreement to be bound by all the covenants, terms, and conditions of this Agreement, as the same may have been amended.

7.03. Death of a Partner Who is A Natural Person. As stated above, the death of a Partner (who is a natural person) shall not dissolve K & A Investments. However, notwithstanding any provision in this Agreement to the contrary, upon such death, the personal representative of the estate of the deceased Partner shall have the right to require the surviving Partner or Partners to purchase the Interests of the deceased Partner, at a value equal to the fair market value of such Interest, as determined by an appraiser selected by the surviving Partner or Partners. If there is more than one surviving Partner, each surviving Partner shall purchase from the estate of the deceased Partner the surviving Partner's proportionate share of the deceased Partner's Interest. The right of the personal representative set forth above in this Section 7.03 shall be exercised by the personal representative's giving of notice to the surviving Partner or Partners of the personal representative's intention to exercise such right, which notice shall be given within four (4) months after the deceased Partner's date of death. The personal representative's failure to give notice within such four-month period shall be considered an irrevocable waiver of any right to require the purchase of the deceased Partner's Interests. The closing of the sale and purchase of the deceased Partner's Interest shall occur within thirty (30) days after the parties are notified of the appraiser's determination of the fair market value of the deceased Partner's Interest. Each surviving Partners shall pay the estate of the deceased Partner the surviving Partner's proportionate share of the total purchase price by executing and delivering to such estate the surviving Partner's promissory note (the "Note") in an original principal sum equal to that surviving Partner's proportionate share of the total purchase price. The Note be payable over a period of sixty (60) consecutive months, in equal amortized installments of principal and interest, with the first payment being due thirty (30) days after the closing of the transaction (that is, after the execution and delivery of the Note). The outstanding principal balance on the Note shall accrue interest at the minimum rate then required to avoid the imputed interest rules of the Tax Code. The

Note shall further provide that the surviving Partner may prepay the Note at any time, without any prepayment penalty.

**Article Eight**  
**Definitions**

Throughout this Agreement, unless the context clearly otherwise requires, each of the following capitalized terms shall have the meaning set forth beside it:

8.01 "Agreement" shall mean this Partnership Agreement of K & A Investments, together with any amendments thereto or restatement thereof.

8.02 "Capital Interest" means, with respect to each Partner, that Partner's interest in the capital of K & A Investments as set forth in Section 4.01.

8.03 "Entity" means any of the following, whether foreign or domestic: limited liability companies; corporations; not-for-profit corporations; profit and for-profit associations; business trusts; estates; general partnerships; limited partnerships; registered or unregistered limited liability partnerships or similar organizations; trusts; joint ventures; and two or more persons having a joint or common economic interest.

8.04 "Gross Cash Revenue" means all cash revenue actually received the K & A Investments during any applicable period in connection with the operation of its business, including revenues collected from sales of tobacco products from vending machines.

8.05 "Interest" means the entire ownership interest of a Partner in K & A Investments at any particular time (which may be expressed as a percentage) including the right of such Partner to any and all benefits to which such Partner may be entitled as provided in the Agreement and in the Uniform Partnership Act of the State of Tennessee, together with the obligations of such Partner to comply with all the terms and provisions of this Agreement and of said Act.

8.06 "K & A Investments" refers to the general partnership formed by this Agreement.

8.07 "Negative Cash Flow" means the excess, if any, of the Operating Expenses for an applicable period over the Gross Cash Revenues for the same applicable period.

8.08 "Operating Expenses" means all disbursements actually made during any applicable period in the operation of the business of K & A Investments, including any guaranteed payments made to Partners, maintenance expenses, repair expenses, insurance premiums, all assessments, taxes, and charges imposed by government authorities, and payments of principal and/or interest on any Partner loans or loans by third-parties

8.09 "Positive Cash Flow" means the excess, if any, of the Gross Cash Revenues for an applicable period over the Operating Expenses for the same applicable period.

8.10 "Regulations" means the Treasury Regulations promulgated under the Tax Code from time to time.

8.11 "Reserve Amount" means a sum of money determined by the Manager, as set forth below, to be necessary for the operation of the K & A Investments. Such sum of money shall be equal to that calculated by the Manager to be reasonably necessary to ensure that any distribution of Positive Cash Flow will not impair the future ability of K & A Investments to pay its future operating expenses and debts as the same become due and owing.

8.12 "Section" means a section of this Agreement.

8.13 "Tax Code" means the Internal Revenue Code of 1986, as the same may be amended from time to time, or such code's counterpart in any subsequently enacted revenue act of the United States.

#### **Article Nine** **Miscellaneous**

9.01 Taxable Year and Accounting Method. K & A Investments's taxable year shall be on a calendar-year basis. All elections required or permitted to be made by K & A Investments under the Tax Code shall be made by the Managers. The Managers shall designate one of themselves to be the "Tax Matters Person" under the Tax Code.

9.02 Termination for Tax Purposes. If a transfer or sale of a Interest would cause a termination of K & A Investments for federal tax purposes under § 708(b) of the Tax Code, then, unless the other Partners consent to the contrary, the selling or transferring Partner shall delay the sale or transfer of such portion of his Interest for such time as is necessary to avoid such termination.

9.03 Amendments. This Agreement may be amended only by the unanimous written approval of all of the Partners.

9.04 Notices. All notices, consents, and other instruments hereunder shall be in writing and mailed by U.S. mail, postage prepaid, and shall be addressed, if to a Partner, at the address set forth in this Agreement or at the last address furnished by the Partner in writing to the other Partners; and, if to the personal representative of a deceased Partner, to the last known address of such personal representative.

9.05 Binding Effect. This Agreement shall be inure to the benefit of, and be binding upon, the Partners and their respective heirs, legatees, next-of-kin, personal representatives, successors, and permitted assignees.

9.06 Entire Agreement. This Agreement and the attachments hereto constitute the entire agreement among the Partners and K & A Investments with respect to the subject matter

set forth of the Agreement, and supersedes all previous understandings, discussions, and agreement, whether oral or written, with respect to the matters set forth in this Agreement.

9.07 Construction. Any article, section, paragraph, or item captions and headings in this Agreement are for convenience only and shall not be used in interpreting this Agreement. Each provision of this Agreement is severable; therefore, the invalidity or illegality of any such provision shall not affect the validity or legality of any of the other provisions of this Agreement. Unless the context clearly otherwise requires, as used in this Agreement, the terms "hereof," "hereinafter," "hereto," and "hereinabove" refer to this Agreement as a whole and not to any one section, paragraph, item, sentence, or clause in this Agreement. Whenever the context so requires in this Agreement, the singular shall include the plural and vice-versa, and the masculine gender shall include the feminine and neuter. Any and all exhibits to this Agreement are hereby incorporated by reference into and made an integral part of this Agreement.

9.08 Attorneys' Fees. In the event that a suit is brought by any Party hereto to enforce the terms of this Agreement (including a suit brought by K & A Investments to enforce the terms of a Contribution Agreement), the prevailing Party shall be entitled to recover all court costs and reasonable attorneys' fees in addition to any other damages or relief.

9.09 Non-Waiver. No delay or failure by a Party hereto to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

9.10 Governing Law/Jurisdictional Matters. The Parties hereto expressly agree that this Agreement shall be governed by and construed under the laws of the State of Tennessee. Each of Partners acknowledges and agrees that the federal and state courts located in Tennessee shall have personal jurisdiction over the Partner with respect to any matter arising from this Agreement and further voluntarily waives any objection to the venue of any court (whether federal or state) of competent jurisdiction located in Shelby County, Tennessee.

9.11 Drafting of Agreement. This Agreement was drafted by The Winchester Law Firm, the attorneys representing only Goldwater. Aman has not relied upon any legal advice of The Winchester Law Firm with respect to the legal or tax consequences of this Agreement.

9.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, together, shall constitute one and the same document.

9.13 Independent Investigation. Each Party has made an independent investigation of the merits of investing in and becoming a general partner in K & A Investments and is not relying on any representations, warranties, or guaranties made by any other Partner or person.

9.14 Accountant. The Partners agree that the Company shall use the accounting services of an accountant or bookkeeper selected by Goldwater. The other Partner or Partners agree to cooperate with such accountant in his or her performance of the services mandated by

Goldwater.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the day and year first written above.

GOLDWATER INVESTMENTS, L.L.C.

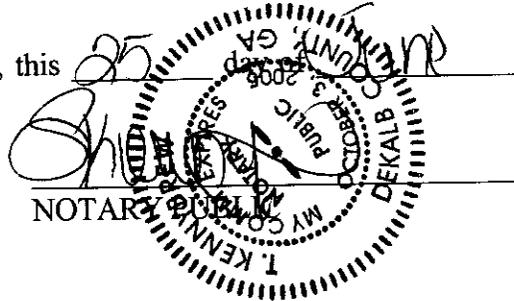
By: [Signature]  
Ramzan Karimi, Manager

[Signature]  
ANWAR AMAN

STATE OF Georgia  
COUNTY OF DeKalb

Personally appeared before me, the undersigned, a Notary Public in and for the State and County, duly commissioned and qualified, Ramzan Karimi, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Manager of Goldwater Investments, L.L.C., the within named bargainer, a Georgia limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as such Manager.

Witness my hand and Notarial Seal at office, this 25 day of July, 2004.



My Commission Expires: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, a Notary Public in and for the State and County aforesaid, ANWAR AMAN, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained as his own free act and deed.

WITNESS my hand at office, this the 21 day of July, 2004.

My Comm. Exp. June 7, 2006  
[Signature]  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Filed for record and recorded 24<sup>th</sup> day of August  
20 04 At 4:00 O'Clock P M. and recorded in Book  
No. K-6 Page 230  
Tunica County, Mississippi, Susie White, Chancery Clerk  
Cindy Fields DC



*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



**04176610**

10/20/2004 - 02:30 PM

15 PGS : R - PARTNERSHIP AGREEMENT	
ERICA 267419-4176610	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	75.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
<b>TOTAL AMOUNT</b>	<b>77.00</b>

**TOM LEATHERWOOD**  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

160 N. Main St., Suite 519 ~ Memphis, Tennessee 38103 ~ (901) 545-4366  
<http://register.shelby.tn.us>