




## PARTNERSHIP AGREEMENT

1. The name of the Partnership is West Kentucky EarthWorks, LLC.
2. The names of the partners are Josh Pitman and Ricky O'Neal.
3. The Partnership address will be 8880 Old Hinkleville Rd., West Paducah, KY 42086.
4. The Partnership shall generally engage in selling and installing storm shelters.
5. The Partnership shall commence business on July 14, 2011 and shall continue until terminated by this agreement, or by operation of law. This agreement shall be reevaluated one year from the above commenced date.
6. This Partnership may be dissolved at any time if by agreement of both partners.
7. Shall this Partnership be terminated; the assets and cash shall be used to pay all debts with the remaining amount distributed evenly.
8. The Partnership shall have equal rights to manage and control the Partnership and its daily business activities.
9. The profits and losses, including yearly taxes, of the Partnership shall be divided equally between the two partners.
10. All funds of the Partnership shall be deposited in its name in such a checking account. A separate income account shall be maintained for each partner.
11. Basic accounting principles and records shall be kept with a fiscal year starting January 1<sup>st</sup> ending December 31<sup>st</sup>.
12. This Partnership agreement shall be governed by the laws of the State of Kentucky. Any major disputes of this agreement shall be settled by arbitration.
13. In the event a partner withdraws or retires from the Partnership for any reason including death, the other partner may continue to operate the partnership the same. The withdrawing party will give a minimum 60 day notice of their intention; the surviving partner will then determine how he elects to purchase the withdrawing partners assets of the company. In event of a death of a partner, the remaining partner will pay the legal representative of the deceased the value of his interest in the partnership.
14. A partner who retires or withdraws from this Partnership shall not directly or indirectly engage in a business that is or would be competitive with the existing or anticipated business of the partnership for a period of 1 year.

This Partnership shall be binding upon and effective to the benefit of the parties and their successors.

In witness whereof, the partners have duly executed this agreement on the day and year set forth hereinabove.

Partner      Partner      Witness