

INVESTMENT PARTNERSHIP AGREEMENT

- I. **FORMATION OF PARTNERSHIP:** The undersigned hereby form a General Partnership in, and in accordance with, the laws of the State of Illinois.
- II. **NAME OF PARTNERSHIP:** The name of the partnership shall be **FAMILY AND FRIENDS INVESTMENT PARTNERSHIP or (FNF Investments)**.
- III. **TERM:** The partnership shall begin on **April 21, 1995**. On any anniversary date thereafter, the partners may vote to terminate the partnership. A two-thirds majority shall rule. Assets should be liquidated and disbursed one month after the vote to terminate is carried.
- IV. **PURPOSE:** The purpose of the partnership shall be to invest the assets of the partnership solely in stocks, bonds, and securities for the education and benefit of the partners.
- V. **MEETINGS:** Periodic meetings shall be held each month. The partners will determine each date at the end of each previous meeting.
- VI. **CONTRIBUTIONS:** Each partner will make a contribution to the partnership each month of at least **\$25.00**, payable by check or cash in the broker's name, to the Financial Partner. Upon the death of a partner, her/his contribution shall cease.
- VII. **VALUATION:** the current value of the assets and property of the partnership, less the current value of the debts and liabilities of the partnership (hereinafter referred to as "value of the partnership") shall be determined as of the statement date of the broker's monthly statement. The aforementioned date of valuation shall hereinafter be referred to as "valuation date."
- VIII. **CAPITAL ACCOUNTS:** There shall be maintained in the name of each partner a capital account. Any increase or decrease in the value of the partnership on any valuation date shall be credited or debited, respectively, to each partner's capital account, in proportion to the value of each partner's capital account on said date. Each partner's contribution to the partnership shall be credited to that partner's capital account.
- IX. **MANAGEMENT:** Each partner shall participate in the management and conduct of the affairs of the partnership on an equal basis. Decisions shall be made by a two-thirds majority of the members of the partnership, except as stated in Section XIV, which will require a simple majority vote of the partnership members. A written and signed proxy when assigned to a partner in attendance at a meeting shall be considered the vote cast by the absent partner. However, no more than one proxy may be accepted or voted by any partner.
- X. **SHARING OF PROFITS AND LOSSES:** Net profits and losses of the partnership shall inure to, and be borne by, the partners, in proportion to the credit balances in their capital account.

- XI. **BOOKS OF ACCOUNT:** Books of account of the transactions of the partnership shall be kept and be available and open to inspection and examination by any partner on the meeting day.
- XII. **ANNUAL ACCOUNTING:** At the first business meeting of each calendar year, a full and complete account of the condition of the partnership shall be made to the partners.
- XIII. **BANK ACCOUNT:** The partnership will select a bank for the purpose of opening a partnership bank account. Funds deposited in said bank account shall be withdrawn by checks signed by the Financial Partner and any other appointed partners.
- XIV. **BROKER ACCOUNT:** None of the partners of this partnership shall be a broker; however, the partnership may select a broker and enter into such agreements with said broker as required for the purchase or sale of stocks, bonds, and securities. The Appointed Partner or Financial Partner shall perform the ministerial functions of giving orders to the broker covering the purchase or sale of stocks, bonds and securities for the accounts of the partnership, only after said purchases or sales have been approved by a majority vote of the partners of this partnership.
- XV. **NO COMPENSATION:** No partner shall be compensated for services rendered to the partnership, except for reimbursement of authorized expenses.
- XVI. **NEW PARTNERS:** May be added by a two-thirds majority vote of the existing partners. In such event, the new partner must read this partnership agreement and sign an **ACCEPTANCE OF PARTNERSHIP AGREEMENT** indicating that he/she has done so and is willing to comply with all the provision therein. The date of this signature is heretofore called the inception date of the partner. **\$100.00 or the purchase of 10 shares of the investment club (which ever is greater) is expected to be the initial deposit, plus a \$25.00 (non-refundable) entry fee.**
- XVI. **WITHDRAWAL:** Any partner withdrawing from the partnership will receive one of the following treatments, within 60 days of withdrawal, based on the Partnership's valuation as of the last valuation date.
- A. **BY DEATH OR INCAPACITY:** In the event of death, or physical incapacity, or if a partner is unable to participate actively in the partnership for reasons to be approved by 2/3 vote of all the partners, one hundred percent (100%) of said partner's capital account as described in Section VII and VIII of this agreement, less expenses incurred to liquidate assets to satisfy said amount shall be made available for payment to the partner's beneficiary.
1. Partnership may purchase said capital account or sell to any person acceptable to a two-thirds majority of the remaining partners.
 2. Partnership may liquidate assets to satisfy said amount.
- B. **BY VOLUNTARY WITHDRAWAL:** A partner may withdraw from the partnership by submitting a withdrawal request to the other club members. She/he may/will...

1. Sell her/his capital account, as described in Section VII and VIII of this agreement to the partnership, or to any person acceptable to a two-thirds majority of the remaining partners.
2. Assume all costs incurred due to liquidation of assets, plus be subject to the following terms:
 - a. If withdrawal occurs within the **first year** the partner will forfeit **30%** of their total valued assets, after expenses paid out
 - b. If withdrawal occurs within the **second year** the partner will forfeit **25%** of their total valued assets, after expenses paid out
 - c. If withdrawal occurs within the **three year** the partner will forfeit **20%** of their total valued assets, after expenses paid out
 - d. If withdrawal occurs within the **fourth year** the partner will forfeit **10%** of their total valued assets, after expenses paid out
 - e. If withdrawal occurs within the **fifth year** the partner will only be subject to the costs incurred due to liquidation of assets.

C. AUTOMATIC WITHDRAWAL: Should a partner cease to be an active partner, for 6 consecutive months, or numerous sporadic periods of inactivity, either by not contributing financially to the partnership and/or intellectually (actively participating in club decisions, researching stocks, making stock proposals, and communicating with others partners in the club), she/he will be terminated (based on an unanimous vote of the existing partners) as a partner and will have their account liquidated as described above. Once this rule is invoked the decision will be final. The terminated member will forfeit all rights to appeal the decision.

XVII. OFFICERS: The Senior Partner, Junior Partner, Recording Partner, and the Financial Partner will be elected bi-annually during the regular anniversary meeting. The newly elected officers shall assume the duties of their respective offices at the second meeting of each anniversary year. Officers may succeed themselves in the same office.

It shall be the duty of the Senior Partner to preside at meetings; appoint a parliamentarian; appoint committees, and oversee the Partnership's activities.

The Junior Partner shall assume the duties of the Senior Partner when the Senior Partner is absent or temporarily unable to carry out her/his duties. In addition, the Junior Partner will be responsible for the educational program of the partnership.

The Recording Partner shall keep a record of the Partnership's activities and report on previous meetings.

The Financial Partner shall place, buy and sell orders on instruction from the membership, collect and disburse funds, maintain a set of books covering the Partnership's financial operations, assets, and members' shares, and issue receipts to partners for their deposits. She/he shall prepare an annual statement of liquidating value and prepare proper tax forms.

- XIX. **AUDITING:** Within thirty (30) days prior to the annual accounting, an auditing committee comprised of two (2) non-officer partners, appointed by the Senior Partner, shall inspect the partnership records in conjunction with the Financial Partner.
- XX. **AMENDMENTS:** The partnership may, at any time, amend this partnership agreement by a two-thirds majority vote of the partners, with the exception of this section (Section XX), which will require an unanimous vote.
- XXI. **DEBT:** At no time will the total debt of the partnership exceed an amount equal to 5% of the monthly contributions of the partnership.
- XXII. **FORBIDDEN ACTS:** No partner shall:
 - A. Have the right or authority to bind or obligate the partnership to any extent whatsoever with regard to any matter outside the scope of the partnership business.
 - B. Assign, transfer, pledge, mortgage or sell all or part of her/his interest in the partnership to any other partner, except as stated in Section XVI B, paragraph 2.
 - C. Purchase an investment for the partnership where less than the full purchase price is paid for same.
 - D. Use the partnership name, credit or property for other than partnership purposes.
 - E. Do any act detrimental to the best interest of the partnership or which would make it impossible to carry on the business or affairs of the partnership.

This agreement of partnership is hereby declared and shall be binding upon the respective heirs, executors, administrators and personal representatives of their parties.

IN WITNESS WHEREOF, the parties have set their hands and seal the year and the day first above written.

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date