

1 Nationwide Investment Club Partnership Agreement

2
3 This AGREEMENT of PARTNERSHIP, effective as of January 1, 2008, by and between the undersigned, to
4 wit:

5 Mark Eckman
6 Jim Forshey
7 Eric From
8 Brian Kiley
9 Paul Lei
10 Lynne Tylke
11 Stu Weissman
12 Linda Wolford

13
14 NOW, THEREFORE IT IS AGREED:

- 15 1. Formation. The undersigned hereby form a General Partnership in accordance with and subject to the
16 laws of the State of Washington.
- 17 2. Name. The name of the partnership shall be Nationwide Investment Club.
- 18 3. Term. The partnership shall begin on January 1, 2008 and shall continue until December 31 of the
19 same year and thereafter from year to year unless earlier terminated as hereinafter provided.
- 20 4. Purpose. The only purpose of the partnership is to invest the assets of the partnership solely in
21 stocks, bonds and other securities ("securities") for the education and benefit of the partners.
- 22 5. Meetings. Periodic meetings shall be held as determined by the partnership.
- 23 6. Capital Contributions. The partners may make capital contributions to the partnership on the date of
24 each periodic meeting in such amounts as the partnership shall determine, provided, however, that no
25 partner's capital account shall exceed twenty-five percent (25%) of the capital accounts of all
26 partners.
- 27 7. Value of the Partnership. The current value of the assets of the partnership, less the current value
28 of the liabilities of the partnership, (hereinafter referred to as the "value of the partnership") shall
29 be determined as of a regularly scheduled date and time ("valuation date") preceding the date of each
30 periodic meeting determined by the Club.
- 31 8. Capital Accounts. A capital account shall be maintained in the name of each partner. Any increase or
32 decrease in the value of the partnership on any valuation date shall be credited or debited,
33 respectively, to each partner's capital account on that date. Any other method of valuating each
34 partner's capital account may be substituted for this method, provided the substituted method
35 results in exactly the same valuation as previously provided herein. Each partner's contribution to, or
36 capital withdrawal from, the partnership shall be credited, or debited, respectively, to that partner's
37 capital account.
- 38 9. Management. Each partner shall participate in the management and conduct of the affairs of the
39 partnership in proportion to his capital account. Except as otherwise determined, all decisions shall be

- 40 made by the partners whose capital accounts total a majority of the value of the capital accounts of
41 all the partners for decisions to buy or sell each partner will have one vote.
- 42 10. Sharing of Profits and Losses. Net profits and losses of the partnership shall inure to, and be borne
43 by, the partners, in proportion to the value of each of their capital accounts.
- 44 11. Books of Account. Books of account of the transactions of the partnership shall be kept and at all
45 times be available and open to inspection and examination by any partner.
- 46 12. Annual Accounting. Each calendar year, a full and complete account of the condition of the
47 partnership shall be made to the partners.
- 48 13. Bank Account. The partnership may select a bank for the purpose of opening a bank account. Funds in
49 the bank account shall be withdrawn by checks signed by any partner designated by the partnership.
- 50 14. Broker Account. None of the partners of this partnership shall be a broker. However, the partnership
51 may select a broker and enter into such agreements with the broker as required for the purchase or
52 sale of securities. Securities owned by the partnership shall be registered in the partnership name
53 unless another name shall be designated by the partnership.
- 54 Any corporation or transfer agent called upon to transfer any securities to or from the name of the
55 partnership shall be entitled to rely on instructions or assignments signed by any partner without
56 inquiry as to the authority of the person(s) signing such instructions or assignments, or as to the
57 validity of any transfer to or from the name of the partnership.
- 58 At the time of a transfer of securities, the corporation or transfer agent is entitled to assume (1)
59 that the partnership is still in existence and (2) that this Agreement is in full force and effect and
60 has not been amended unless the corporation has received written notice to the contrary.
- 61 15. No Compensation. No partner shall be compensated for services rendered to the partnership, except
62 reimbursement for expenses.
- 63 16. Additional Partners. Additional partners may be admitted upon the majority (50% +1) consent of the
64 partners, so long as the number of partners does not exceed twenty-five (25).
- 65 17. Removal of a Partner. Any partner may be removed by agreement of the partners whose capital
66 accounts total a majority of the value of all partners' capital accounts. Written notice of a meeting
67 where removal of a partner is to be considered shall include a specific reference to this matter. The
68 removal shall become effective upon payment of the value of the removed partner's capital account,
69 which shall be in accordance with the provisions on full withdrawal of a partner noted in paragraphs
70 20 and 22. The vote action shall be treated as receipt of request for withdrawal.
- 71 18. Termination of Partnership. The partnership may be terminated by agreement of the partners whose
72 capital accounts total a majority in value of the capital accounts of all the partners. Written notice of
73 a meeting where termination of the partnership is to be considered shall include a specific reference
74 to this matter. The partnership shall terminate upon a majority vote of all partners' capital accounts.
75 Written notice of the decision to terminate the partnership shall be given to all the partners.
76 Payment shall then be made of all the liabilities of the partnership and a final distribution of the
77 remaining assets either in cash or in kind, shall promptly be made to the partners or their personal
78 representatives in proportion to each partner's capital account.

79 19. Granting Hiatus to a Partner. A partner may be granted a hiatus by agreement of the remaining
80 partners. (A hiatus in this context means a temporary break or interruption from the full
81 participation of the partner in the club.) The following conditions would apply for the partner in
82 hiatus:

83 (a) Any further contributions from the partner shall be suspended.

84 (b) The partner would be required to give his/her proxy vote to an active member of the club.

85 (c) The hiatus should last no longer than six (6) to nine (9) months at which time; the club will re-
86 evaluate their status.

87 20. Voluntary Withdrawal (Partial or Full) of a Partner. Any partner may withdraw a part or all of the
88 value of his capital account in the partnership and the partnership shall continue as a taxable entity.

89 The partner withdrawing a part or all of the value of his capital account shall give notice of such
90 intention in writing to the Secretary. Written notice shall be deemed to be received as of the first
91 meeting of the partnership at which it is presented. If written notice is received between meetings it
92 will be treated as received at the first following meeting.

93 In making payment, the value of the partnership as set forth in the valuation statement prepared for
94 the first meeting following the meeting at which notice is received from a partner requesting a
95 partial or full withdrawal, will be used to determine the value of the partner's account.

96 The partnership shall pay the partner who is withdrawing a portion or all of the value of his capital
97 account in the partnership in accordance with paragraph 22 of this Agreement.

98 21. Death or Incapacity of a Partner. In the event of the death or incapacity of a partner (or the death
99 or incapacity of the grantor and sole trustee of a revocable living trust, if such trust is partner
100 pursuant to Paragraph 17 hereof), receipt of notice shall be treated as a notice of full withdrawal.

101 22. Terms of Payment. In the case of a partial withdrawal, payment may be made in cash or securities of
102 the partnership or a mix of each at the option of the partner making the partial withdrawal. In the
103 case of a full withdrawal, payment may be made in cash or securities or a mix of each at the option of
104 the remaining partners. In either case, where securities are to be distributed, the remaining partners
105 select the securities.

106 Where cash is transferred, the partnership shall transfer to the partner (or other appropriate
107 entity) withdrawing a portion or all of his interest in the partnership, an amount equal to the lesser of
108 (i) the value of the capital account being withdrawn minus three percent (3%) up to one hundred
109 dollars (\$100), or (ii) the value of the capital account being withdrawn, less the actual cost to the
110 partnership of selling securities to obtain cash to meet the withdrawal. The amount being withdrawn
111 shall be paid within 10 days after the meeting date used in determining the withdrawal amount.

112 If the partner withdrawing a portion or all of the value of his capital account in the partnership
113 desires an immediate payment in cash, the partnership at its earliest convenience may pay eighty
114 percent (80%) of the estimated value of his capital account and settle the balance in accordance with
115 the valuation and payment procedures set forth in paragraphs 20 and 22.

116 Where securities are transferred, the partnership shall select securities to transfer equal to the
117 value of the capital account or a portion of the capital account being withdrawn less the cost of
118 transferring this security. Securities shall be transferred as of the date of the club's valuation
119 statement prepared to determine the value of that partner's capital account in the partnership. The
120 Club's broker shall be advised that ownership of the securities has been transferred to the partner
121 as of the valuation date used for the withdrawal.

122 23. Forbidden Acts: No partner shall:

123 (a) Have the right or authority to bind or obligate the partnership to any extent whatsoever with
124 regard to any matter outside the scope of the partnership purpose.

125 (b) Except as provided in Paragraph 17, without the unanimous consent of all the other partners,
126 assign, transfer, pledge, mortgage or sell all or part of his interest in the partnership to any
127 other partner or other person whomsoever, or enter into any agreement as the result of
128 which any person or persons not a partner shall become interested with him in the
129 partnership.

130 (c) Purchase an investment for the partnership where less than the full purchase price is paid for
131 same.

132 (d) Use the partnership name, credit or property for other than partnership purposes.


133 (e) Do any act detrimental to the interests of the partnership or which would make it impossible
134 to carry on the business or affairs of the partnership.

135 This Agreement of Partnership shall be binding upon the respective heirs, executors, administrators and
136 personal representatives of the partners.

137 The partners have caused this Agreement of Partnership to be executed on the dates indicated below,
138 effective as of the date indicated above.
139
140

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, as amended, and agree to its provisions.


Partner Signature

1/19/08
Date


JAMES E. FORSYTHE
Partner Name (Please print)

Address:

3050 COUNTRYSIDE DR

PLACERVILLE, CA 95667

CERTIFIED By:


Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

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Partner Signature

12/21/2007

Date

MARK S. ECKMAN

Partner Name (Please print)

Address:

2459 Westwind Lane

Cedar Rapids IA 52411-8108

CERTIFIED By:



Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, and agree to its provisions.

A photographic facsimile copy of this signature page shall be considered as valid as the original.



Partner Signature

1-9-08

Date

Eric From


Partner Name (Please print)

Address:

21708 65th Ave Ct E

Spanaway, WA 98387

CERTIFIED By:



Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, and agree to its provisions.

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Linda J. Wolford
Partner Signature

1/25/08
Date

LINDA J. WOLFORD
Partner Name (Please print)

Address:

17314 ONTARIO DRIVE

HAGERSTOWN, MARYLAND

21740


CERTIFIED By:

Cal L.
Secretary, NIC

PHONE: 301-582-0272

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, as amended, and agree to its provisions.



Partner Signature

1/15/08
Date

Lynne Tylike

Partner Name (Please print)

Fax # 312 201-8564


Address:

333 N. Michigan Ave.

Suite 309

Chicago, IL 60601

CERTIFIED By:



Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, and agree to its provisions.

A photographic facsimile copy of this signature page shall be considered as valid as the original.



Partner Signature

1/1/2008

Date

Paul Lei

Partner Name (Please print)

Address:

4609 U Street

Sacramento, CA 95817

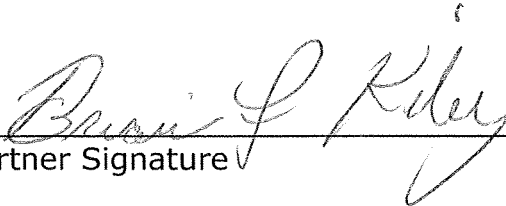
CERTIFIED By:



Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, XX XXXXXXXX and agree to its provisions.



Partner Signature

01/10/08


Date

Brian F. Kiley

Partner Name (Please print)

Address:
5118 Renshaw Street

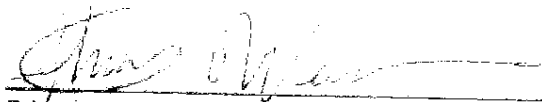
Troy, MI 48085

CERTIFIED By:


Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated January 1, 2008, as amended, and agree to its provisions.


Partner Signature

2/28/2007
Date


Stuart Weissman
Partner Name (Please print)

Address:

48 Christopher St. 2nd Floor

Mountclair NJ 07042

CERTIFIED By:


Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated March 17, 2010 as amended, and agree to its provisions.

Robert W Hays
Partner Signature

May 20, 2010
Date

ROBERT D. HAYS
Partner Name (Please print)

Address

231 HIDDEN VALLEY RD
PORT ANGELES, WA
98362-8245

CERTIFIED By:

Secretary, NIC

Cal L.

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated March 17, 2010 as amended, and agree to its provisions.



Partner Signature

6/2/2010


Date

Josh Martin

Partner Name (Please print)

Address
814 Valmont St

New Orleans, LA 70115

CERTIFIED By: 

Secretary, NIC

PARTNERSHIP AGREEMENT
Nationwide Investment Club

I have received a copy of and read the partnership agreement and By-Laws of the Nationwide Investment Club (NIC) dated March 17, 2010 as amended, and agree to its provisions.

Stephen Gideon
Partner Signature

6/23/2010
Date

STEPHEN GIDEON
Partner Name (Please print)

Address

1009 ENGLEWILD DR
GLENDORA, CA, 91741

CERTIFIED By: [Signature]
Secretary, NIC