This AGREEMENT of PARTNERSHIP, effective as of August 20, 2008, by and between the undersigned, to wit:

John Janci

Al Hull

Robert Mann

Stacy Emadi

NOW, THEREFORE IT IS AGREED:

1. **Formation**. The undersigned hereby form a General Partnership in accordance with and subject to the laws of the State of Michigan.

2. **Name**. The name of the partnership shall be The Passive Club.

3. **Term**. The partnership shall commence as of the date above and shall continue until it is dissolved as hereinafter provided.

4. **Purpose**. The only purpose of the partnership is to invest the assets of the partnership solely in Mutual Funds, ETFs, and iShares for the benefit of the partners.

5. **Meetings**. Periodic meetings shall be held on the third Wednesday of each month, except for December, when it shall be the second Wednesday.

6. **Capital Contributions**. Each partner, when making a capital contribution to the partnership, must make it prior to the date of a periodic meeting, to be recorded as received at that meeting. The minimum contribution amount is $25 per account, except for a partner’s initial meeting when the minimum contribution is $100; there is no maximum amount. Contributions are expected every month but are not mandatory. There is no penalty for not making a monthly contribution. There is no restriction on what percentage any individual partner may own of the club’s assets.  
  
**(addendum #10, replaces #6)** A member may request a leave of absence, whereby a suspension of monthly capital contributions by that member may be permitted. Based upon a simple affirmative majority vote at a regularly scheduled meeting, the leave shall be granted. Two leaves of absence are permitted per member in a six-year period, with each being exactly 6 months in duration. During the leave no capital deposits are allowed. In addition, the member maintains full membership benefits.

7. **Valuation**. The current value of the assets of the partnership, less the current value of the liabilities of the partnership, (hereinafter referred to as the "value of the partnership") shall be determined as of the close of business on the day prior to the official monthly meeting (hereinafter referred to as the "valuation date"), using values as provided by our bank(s) and broker(s).

8. **Capital Accounts**. A tax basis capital account shall be maintained in the name of each partner. 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 on that date, in proportion to the sum of all partner capital accounts. Each partner's contribution to, or capital withdrawal from, the partnership shall be credited, or debited, respectively, to that partner's capital account.

9. **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 value of each of their capital accounts. Any tax liability, stemming from annual capital gains, shall be divided, in proportion to the capital account balances, and made the responsibility of each partner.

9A. **Expenses** Since the club’s expenses are not dependent on the value of investments, effective January 1, 2012, all club expenses will be apportioned by member

10. **Management**. Each partner is expected to actively participate in the management and conduct of the affairs of the partnership, not only by investing funds monthly, but also by attending monthly meetings, assisting with the management of the portfolio, and serving as an officer.

The partnership shall adapt Operating Procedures that shall govern the specific conduct of the affairs of the partnership in accordance with this agreement. These Operating Procedures may be amended from time to time by vote at a monthly meeting.

The partnership shall elect officers annually. Officer positions, responsibilities, and the date of the annual election shall be specified in the Operating Procedures.

10A. **Voting**. All parliamentary decisions shall occur on a majority basis (greater than 50%) of those partners present. Voting regarding changes to the Partnership Agreement or Operating Procedures shall occur on a super-majority basis (greater than 69%) of ALL partners, whether present at the meeting or not. Proxies shall only be accepted for this latter voting.

11. **Books of Account**. Books of account of the transactions of the partnership shall be kept and at all reasonable times be available and open to inspection and examination by any partner.

12. **Annual Accounting**. Each calendar year, a full and complete account of the condition of the partnership shall be made to the partners, and all tax documents shall be prepared for distribution in a timely manner.

12A. **Auditing**. An audit committee, comprised of two partners other than the President and Treasurer, shall audit the partnership records in conjunction with the Treasurer. This audit shall occur each January and must be approved prior to the completion of the tax documents.

13. **Bank Account**. The partnership shall select a bank for the purpose of opening a bank account. Funds in the bank account shall be withdrawn by ACH to the broker account or by checks signed by any partner(s) designated by the partnership in the club Operating Procedures.

14. **Broker Account**. The partnership shall select a broker and enter into such agreements with the broker as required for the purchase or sale of securities.

Any corporation or transfer agent called upon to transfer any securities to or from the name of the partnership shall be entitled to rely on instructions or assignments signed by any Officer without inquiry as to the authority of the person(s) signing such instructions or assignments, or as to the validity of any transfer to or from the name of the partnership.

At the time of a transfer of securities, the corporation or transfer agent is entitled to assume (1) that the partnership is still in existence and (2) that this Agreement is in full force and effect and has not been amended unless the corporation has received written notice to the contrary.

15. **No Compensation**. No partner shall be compensated for services rendered to the partnership, except reimbursement for responsible, reasonable, and necessary partnership expenses pre-approved by the partnership.

16. **Additional Partners**. Additional partners may be admitted at any time, upon the super-majority consent of the partners, so long as the number of partners does not exceed seventy-five (75). Prospective partners must attend one meeting prior to requesting admission as a partner. Once approved, they immediately become active partners. A partner may only be an individual human being, so may NOT be  
 - partnership  
 - trust  
 - nominee or other similar person that holds an interest on behalf of another person

16A. **Removal of a Partner**. Any partner may be removed by agreement of the other partners, by a super-majority vote of all other partners. Written notice of a meeting where removal of a partner is to be considered shall include a specific reference to this matter. The successful vote shall be treated as receipt of request for full withdrawal of ALL accounts associated with the partner. The removal shall become effective upon payment of the value of the removed partner's capital account(s), which shall be in accordance with the provisions on full withdrawal of a partner noted in section 20.

16B. **Custodial Partner**. Custodial partnerships for minor children are allowed. The Custodian must become a partner if the Custodian is not already a partner. It is not a requirement that a Custodial Partner also be a regular partner of their own account. For purposes of counting partners, voting or minimum monthly investment amounts, all accounts represented by one person, whether a regular partner and/or custodial partnerships, shall count as one account. The periodic meeting of the month in which the minor child turns 18 shall be treated as receipt of request for full withdrawal.

17. **Termination of Partnership**. Written notice of a meeting where termination of the partnership is to be considered shall include a specific reference to this matter. The partnership shall terminate upon a super-majority vote of all partners. If a decision to terminate is reached, written or email notice of the decision shall be sent to all partners. Payment shall then be made of all the liabilities of the partnership, and a final distribution of the remaining assets either in cash or in kind, shall promptly be made to partners (or other appropriate entities) in proportion to each partner's capital account.

18. **Voluntary Withdrawal (Partial or Full) of a Partner**. Any partner may withdraw a part or all of the value of his capital account in the partnership and the partnership shall continue as a taxable entity. The partner withdrawing a part or all of the value of his capital account shall give notice of such intention in writing to the Secretary. Written notice shall be considered received at the first monthly meeting of the partnership at which it is presented and will be acted upon no later than the first following meeting. The partnership shall pay the partner who is withdrawing a portion or all of the value of his capital account in the partnership in accordance with section 20 of this agreement.

18A. **Automatic Withdrawal**. Any partner who has not materially participated in the partnership for six consecutive months shall be automatically considered having requested a full withdrawal. The meeting causing this to be true shall be treated as receipt of request for full withdrawal. The removal shall become effective upon payment of the value of the removed partner's capital account, which shall be in accordance with the provisions on full withdrawal of a partner noted in section 20 of this agreement.

18B. **Transferring Units**. Transferring units of the partnership shall be allowed only to the extent that the units transferred shall be recorded and considered as a withdrawal from one partner and a capital investment to another partner on the same day without necessitating an actual sale of securities, using the most recent monthly valuation.

19. **Death or Incapacity of a Partner**. In the event of the death or incapacity of a partner, receipt of notice shall be treated as receipt of request for full withdrawal of all accounts associated with the partner. The partnership shall pay the estate of the partner in accordance with section 20 of this agreement.

20. **Terms of Payment**. All withdrawals will be paid by check, drawn from the partnership’s bank account. A partial withdrawal shall not be allowed if it leaves the valuation of that partner's capital account below $300. The valuation of partner accounts will be as of the close of trading the business day prior to the meeting where the withdrawal is affected. The distribution shall occur as soon as practicable after this meeting.

## 20A. Penalties There are no penalties for withdrawing from the partnership above and beyond the real costs encountered in performing the withdrawal, plus the cost of postage for a first-class letter so their final year-end statement can be mailed to them

21. **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 purpose.

(b) Assign, transfer, pledge, mortgage or sell all or part of his interest in the partnership to any other person or persons whomsoever, or enter into any agreement as the result of which any person or persons not a partner shall become interested with him in the partnership

(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 interests of the partnership or which would make it impossible to carry on the business or affairs of the partnership.

21. **Amendments**: The partnership may, at any time, amend this partnership agreement. Written notice of a meeting where an amendment is to be considered shall include a specific reference to this matter. Voting shall be in accordance with section 10A of this agreement.

24. **Recognition of Risks.** Every investment involves a certain element of risk. By signing this agreement, each partner states that s/he understands and accepts these risks, and understands that no returns are guaranteed. Partners further acknowledge that no statements or discussion made as part of the partnership’s activities should be construed as individual investment advice.

**25. Additional Provisions.** This partnership agreement incorporates The Passive Club Operating Procedures, which the partners acknowledge having received and understood. This Agreement of Partnership shall be binding upon the respective heirs, executors, administrators, and personal representatives of the partners.

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

Partners: (Signatures of partners)

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John Janci date Robert Mann date

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Al Hull date Stacy Emadi date