

**PARTNERSHIP AGREEMENT** of the Pine Ridge Investors of Chadron, Nebraska.

This agreement of partnership amended May 17, 2011.

Witnesseth:

- 1. Formation of Partnership:** The undersigned hereby form a General Partnership in, and in accordance with, the laws of the State of Nebraska.
- 2. Name of Partnership:** The name of the partnership shall be Pine Ridge Investors of Chadron, Nebraska.
- 3. Term:** The partnership shall begin on October 21, 1998, and continue until December 31, 1998, and thereafter from year to year unless termination is decided.
- 4. Purpose:** The purpose of the partnership is to invest the assets of the partnership solely in stocks, bonds, and securities for the education and benefit of the partners.
- 5. Officers:**
  - a. President:** The President shall preside over meetings, appoint committees, and see that resolutions passed by the partnership are carried out.
  - b. Vice President:** The Vice President shall take the place of the President when he/she is absent or incapacitated.
  - c. Secretary:** The Secretary shall keep a record of the minutes of the meetings of the partnership. The secretary shall make the minutes and the treasurer's report of each meeting available to the partners in the best manner possible.
  - d. Treasurer:** The Treasurer shall keep a record of the actions authorized by the partners. He/she shall provide the members with a report for each monthly meeting, which report shall include an iClub Valuation Statement and a TD Ameritrade statement. He/she shall keep a record of the club's receipts and disbursements and the members' interest in the club. He/she will place the buy and sell orders authorized by the partners. The

books of account of the transactions of the partnership shall be available and open for examination by any partner. The treasurer shall present an annual financial report to the February meeting and provide individual tax information. The treasurer shall notify the President when any member is three months in arrears.

- e. Election of Officers:** Officers shall be elected from nominations made from the floor at the annual meeting held in September. Newly elected officers will assume office at the October meeting. Any office that becomes vacant during the year shall be filled as soon as possible following the same procedure described above.
- 6. Meetings:** The regular meeting shall be held on the third Wednesday of each month at 7:30 p.m. at a place designated by the President. All partners, whether in attendance or not, shall be required to pay their monthly contribution (as defined in paragraph 7) on the date of each monthly meeting. All partners, whether in attendance or not, are requested to provide buying/selling suggestions on the date of each monthly meeting. A quorum for transacting the club's business, including buy and sell orders, shall consist of 51% of the members present at the meeting. The President, upon notice to the other partners, may call special meetings.
- 7. Contributions:** Each partner shall make contribution to the partnership on the date of each monthly meeting. The minimum contribution amount will be established by 51% of the membership and members have the option to make a larger contribution. A three-month arrears will prompt a written notice that membership will be dissolved at the next meeting unless contributions are brought up to date.
- 8. 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 partnership"), shall be determined within 10 business days preceding the date of each monthly meeting. The aforementioned date of valuation shall hereinafter be referred to as "valuation date."

- 9. 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. Any other method of valuating each partner's capital account may be substituted for this method provided that said substituted method results in exactly the same valuation as previously provided herein. Each partner's contribution to or withdrawals from the partnership shall be credited or debited, respectively, to that partner's capital account.
- 10. Management:** Each partner shall participate in the management and conduct of the affairs of the partnership. Except as otherwise provided herein, all decisions shall be made by the partners. Each partner is allowed one vote.
- 11. 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 balance in their capital accounts.
- 12. Bank Account:** The partnership may select a bank for the purpose of opening a partnership account. Funds deposited in said partnership bank account shall be withdrawn by checks signed by the Treasurer or another partner designated by the partnership. It shall be the duty of the President to notify the bank who is authorized to sign checks. The partnership also has the option to deposit uninvested funds with the organization represented by the partnership's broker.
- 13. 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 the broker as required for the purchase or sale of stocks, bonds, and securities. Stocks, bonds, and securities owned by the partnership shall be registered in the partnership name unless another name shall be designated by the partnership. Any corporation or transfer agent, called upon to transfer any stocks, bonds, and securities to or from the name of the partnership, shall be entitled to rely on instructions or assignment signed or purporting to be signed by the President without inquiry as to the authority of the persons signing or purporting to sign such instructions or assignment or as the validity of any transfer to or from the name of the partnership. At the time of the transfer, 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.

- 14. Additional Partners:** Additional partners may be admitted at any time upon unanimous consent of all partners by vote prior to invitation for membership. The number of partners is not to exceed 25. New members must pay a membership fee of \$100.00, to be applied to the purchase of stock, plus the monthly contribution.
- 15. Voluntary Termination:** The partnership may be dissolved by agreement of two-thirds of the members. Notice of said decision to dissolve the partnership shall be given to all partners. The partnership shall thereupon be terminated by the payment of all the debts and liabilities of the partnership and the distribution of the remaining assets either in cash or in kind to the partners or their personal representatives in proportion to their capital valuation accounts.
- 16. Withdrawal of a Partner:** Any partner may withdraw all of their interest by giving notice in writing to the recording partner. Their notice will be deemed to be received as presented at the first meeting of the club after the recording partner receives said written notice. The value of the withdrawing member's interest shall be the value at the meeting at which the withdrawal is presented, in accordance with paragraphs 17 and 18.
- 17. Death or Incapacity of a Partner:** In the event of the death, incapacity, or bankruptcy of a partner, receipt of such notice shall be treated as notice of withdrawal. Liquidation and payment of the partner's account shall proceed in accordance with paragraphs 15 and 18 and be paid to his/her estate.
- 18. Purchase Price:** Upon the death, incapacity, bankruptcy, or withdrawal of a partner, the following options will be available. They are to be followed in the stated order. First, offer the newest unchartered members in descending order the option to buy the exiting partner's shares, or portions thereof. If this option is used, 90 days will be allowed to complete the transaction. Second, all willing members may pay equal amounts to buy out the exiting partner's shares. Third, all willing members may pay the amount they desire to buy out a portion of the exiting

partner's shares. Fourth, reduce the value of the partnership by an amount sufficient to buy out the exiting partner. Payment will be made in cash or cashier's check in an amount equal to the value as noted in paragraph 16 above minus 10% or \$100, whichever is less. Price and payment terms determined in accordance with iClub guidelines.

**19. 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 basis.
- b. Without the unanimous consent of all the other partners, assign, transfer, pledge, mortgage, or sell all or part of his/her interest in the partnership to any other partner or other person whomsoever, or enter into any agreement as the result of which any person or persons not a partner shall become interested with him/her 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 interest of the partnership or which would make it impossible to carry on the business or affairs of the partnership.

**20. No Compensation:** No partner shall be compensated for service rendered to the partnership, except reimbursement for expenses.

**21. Amending the Partnership Agreement** will require a 51% vote of the membership.

This Agreement of Partnership is hereby declared and shall be binding upon the respective heirs, executors, administrators, and personal representatives of the partners.