

PARTNERSHIP AGREEMENT

of the

KAPPAVEST INVESTMENT GROUP

THIS AGREEMENT OF PARTNERSHIP, effective as of January 14, 2000, by and between the undersigned, to wit:

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 Georgia.
2. **Name:** The name of the partnership shall be KappaVest Investment Group.
3. **Term:** The partnership shall begin on January 14, 2000 and shall continue until December 31, 2000 and thereafter from year to year unless earlier terminated as hereinafter provided.
4. **Purpose:** The purpose of the partnership is to invest the assets of the partnership solely in stocks, bonds, and other securities (e.g., mutual funds) for the benefit of the partners. A distribution of ~~\$240~~(equivalent to local chapter dues, province dues or any other chapter specific assessments,) from each partner's capital account shall promptly be made to the respective partner's selected Chapter of Kappa Alpha Psi Fraternity, Inc. (hereinafter referred to as "KAΨ") in the first month of each fiscal year of KAΨ. A partner may elect to receive this distribution directly by providing written notice of this request to the Recording Partner by the last day of the month preceding the start of the stated fiscal year.
5. **Meetings:** Periodic meetings shall be held as determined by the partnership ~~;~~ with a minimum of two formal meetings per year.
6. **Capital Contributions:** The partners will make capital contributions to the partnership directly or via automatic withdrawal once a month on a date to be determined by the partnership. The minimum capital contribution shall be ~~\$40~~ with additional capital contributions in increments of \$10, provided, however, that no partner's capital account (as hereinafter defined) shall exceed ~~twenty five~~ 25% percent of the capital accounts of all the partners.

Formatted: Font color: Red, Strikethrough

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

Formatted: Font color: Red

7. **Value of the Partnership:** The current value of the assets of the partnership, less the current value of the liabilities of the partnership (hereinafter referred to as “value of the partnership”) shall be determined as of the last day of the month (“valuation date”) preceding the date of each periodic meeting determined by the Partnership.
8. **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 sum of all partner capital accounts on that 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 capital contribution to, or capital withdrawal from, the partnership, shall be credited, or debited, respectively, to that partner’s capital account.
9. **Management:** Each partner shall participate in the management and conduct of the affairs of the partnership in proportion to the value of his capital account. Except as otherwise provided determined, all decisions shall be made by the partners whose capital accounts total a majority of the value of the capital accounts of all the partners.
10. **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.
11. **Books of Account:** Books of account of the transactions of the partnership shall be kept and at all 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.
13. **Bank Account:** The partnership shall select a bank for the purpose of opening a partnership bank account. Funds in the bank account shall be withdrawn by checks signed by at least ~~two (2) of three (3)~~ **two (2) of three (3) partners** designated by the partnership.
14. **Broker Account:** The partnership may select a broker and enter into such agreements with the broker as required for the purchase or sale of securities. Securities owned by the partnership shall be held in the partnership name unless another name shall be designated by the partnership.

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 partner 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 (i) that the partnership is still in existence, and (ii) that this Agreement is in full force and effect and has not been amended unless the corporation or transfer agent has received written notice to the contrary.

Formatted: Font color: Blue

15. **No Compensation:** No partner shall be compensated for services rendered to the partnership, except reimbursement for expenses
16. **Additional Partners:** Additional partners may be admitted at any time, upon the ~~unanimous~~ majority consent of all the partners. All partners must be recognized members (~~in good standing~~) of Kappa Alpha Psi Fraternity, Inc.
17. **Removal of a Partner:** Any partner may be removed by agreement of the partners whose capital accounts total a majority in value of the capital accounts of all the partners. Written notice of a meeting where removal of a partner is to be considered shall include a specific reference to this matter. 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 paragraphs 19 and 21. The vote action shall be treated as receipt of request for withdrawal.
18. **Termination of Partnership:** The partnership may be terminated by agreement of the partners whose capital accounts total a majority in value of the capital accounts of all the partners. 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 majority vote of all partners' capital accounts. Written notice of decision to terminate the partnership shall be given 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 the partners or their personal representatives in proportion to each partner's capital account.
19. **Voluntary Withdrawal (Partial or Full) of a Partner:** Any partner may withdraw a part or all of his capital account in the partnership shall continue as a taxable entity. The partner withdrawing a portion or all of the value of his capital account shall give notice of such intention in writing to the Recording Partner. Written notice shall be deemed to be received as of the first meeting of the partnership at which it is presented. If written notice is received between meetings it will be treated as received at the first following meeting.

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

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 paragraph 21 of this Agreement.
20. **Death or Incapacity of a Partner:** In the event of the death or incapacity of a partner, receipt of such notice of such an event shall be treated as a notice of full withdrawal.

Formatted: Strikethrough

Formatted: Font color: Red

21. **Terms of Payment:** In the case of a partial withdrawal, payment may be made in cash or securities of the partnership or a mix of each at the option of the partner making the partial withdrawal. In the case of a full withdrawal, payment may be made in cash or securities of the partnership or a mix of each at the option of the remaining partners. In either case, where securities are to be distributed, the remaining partners select the securities.

Where cash is transferred, the partnership shall transfer to the partner (or other appropriate entity) withdrawing a portion of all his interest in the partnership, an amount equal to the lesser of (i) ninety-seven percent (97%) of the value of his capital account or (ii) the value of his capital account, less the actual cost to the partnership of selling securities to obtain the cash to meet the withdrawal. The amount being withdrawn shall be paid within thirty days after the valuation date used in determining the withdrawal amount.

If a partner withdrawing a portion or all of the value of his capital account in the partnership desires an advance payment in cash, the partnership at its earliest convenience may pay eighty percent (80%) of the estimated value of his capital account and settle the balance in accordance with the valuation and payment procedures set forth in paragraphs 19 and 21.

Where securities are transferred, the partnership shall select securities to transfer equal to the value of the capital account or a portion of the capital account being withdrawn (i.e., without a reduction for broker commissions). Securities shall be transferred as of the date of the club's valuation statement prepared to determine the value of that partner's capital account in the partnership. The Partnership's broker shall be advised that the ownership of the securities has been transferred to the partner as of the valuation date used for the withdrawal.

22. **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. Without the ~~unanimous~~ majority consent of all the other partners, assign, transfer, pledge, mortgage or sell all or part of his 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 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 purpose of the partnership.

Formatted: Strikethrough

Formatted: Font color: Red

Page 5 of 5

This Agreement of Partnership shall be binding upon the respective heirs, executors, administrators and personal representatives of the partners. The attached bylaws of KappaVest Investment Group, as originally drafted, and amended thereafter, are included in this agreement.

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

Name

DateThis image shows a blank sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible on each side of the central vertical fold. The paper appears to be a standard notebook or composition paper.