

***Partnership Agreement***  
***of***  
***The Albany Integrated Investment Club***

THIS AGREEMENT OF PARTNERSHIP, effective as of 27 July, 1998, by and between the undersigned, to wit: Michael Katten, Malleswari Naga, Pratap Reddy Seelam, Kenneth Frucht, Jonathan Harris, Janet Katten, Andrew Katten, Adam Weisberg, Raymond Weisberg.

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 California.
2. **Name.** The name of the partnership shall be The Albany Integrated Investment Club.
3. **Term.** The partnership shall begin on 27 July, 1998, and shall continue until December 31 of the same year and thereafter from year to year unless earlier terminated as hereinafter provided.
4. **Purpose.** The only purpose of the partnership is to invest the assets of the partnership solely in stocks, bonds, and other securities ("securities") for the education and benefit of the partners.
5. **Meetings/Exchange of Information.** Periodic meetings shall be held as determined by the partnership. Other exchange of information shall take place through electronic mail communication.
6. **Capital Contribution.** The partners may make capital contributions to the partnership at any time in such amounts as the partnership shall determine.
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 a regularly scheduled date and time ("valuation date") preceding the date of each periodic meeting determined by the Club. The value of the partnership shall also be determined through periodic updates of the Club's web site. At no time shall the value of the partnership be determined more than 30 days after the previous determination of the value of the partnership. The value of the partnership shall be determined on the date of the receipt of a request for withdrawal of funds by a partner. That date of receipt will, in turn, be considered the valuation date for the purpose of facilitating said withdrawal from the partnership.
8. **Capital Accounts.** A 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 in proportion to the sum of all partner capital account on that date. Any other method of valuating each partner's capital account may be substituted for this method, provided the 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.** The authorized agents of the Club shall manage and conduct the affairs of the partnership as directed by a consensus of the partners, or, in the event that a consensus cannot be reached, as determined by a vote of the partners in possession of at least 65% of the total value of the partnership.

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 Accounts.** 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 may select a bank for the purpose of opening a bank account. Funds in the bank account shall be withdrawn by checks signed by any partner designated by the partnership.

14. **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 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 (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 or transfer agent has received written notice to the contrary.

15. **Additional Partners.** Additional partners may be admitted at any time, upon the unanimous consent of all the partners, so long as the number of partners does not exceed twenty-five (25).

15A. **Transfers to a Trust.** A partner may, after giving written notice to the other partners, transfer her/his interest in the partnership to a revocable living trust of which she/he is the grantor and an authorized trustee.

17. **Voluntary Withdrawal (Partial or Full) of a Partner.** Any partner may withdraw a part of all of the value of her/his capital account in the partnership and 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 an authorized agent of the Club.

In making payment, the most immediate value of the partnership 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 her/his capital account in the partnership in accordance with paragraph 19 of this Agreement.

18. **Death or Incapacity of a Partner.** In the event of the death or incapacity of a partner (or the death or incapacity of the grantor and authorized trustee of a revocable living trust, if such trust is a partner pursuant to Paragraph 15A hereof), receipt of notice of such an event shall be treated as notice of full withdrawal.

19. **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 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 of his interest in the partnership, an amount equal to the lesser of (i) ninety-seven percent (97%) of the value of the capital account in the partnership being withdrawn or (ii) the value of the capital account being withdrawn, less the actual cost to the partnership of selling securities to obtain cash to meet the withdrawal. The amount being withdrawn shall be paid within 10 days after the valuation date used in determining the withdrawal amount.

If a partner withdrawing a portion or all of the value of her/his capital account in the partnership desires an immediate payment in cash, the partnership at its earliest convenience may pay eighty percent (80%) of the estimate value of his capital account and settle the balance in accordance with the valuation and payment procedures set forth in paragraphs 17 and 19.

When 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 Club's broker shall be advised that ownership of the securities has been transferred to the partner as of the valuation date used for the withdrawal.

20. **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) Except as provided in paragraph 15A, without the unanimous consent of all the other partners, assign, transfer, pledge, mortgage or sell all or part of her/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 her/him in the partnership.

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

(d) Do any act detrimental to the interests of the partnership or which would make it impossible to carry on the purpose of the partnership.

This agreement of Partnership shall be binding upon the respective heirs, executors, trustees, administrators and personal representatives of the partners.

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

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