

PARTNERSHIP AGREEMENT

of the

Premier Punters Investment Club

This AGREEMENT of PARTNERSHIP is made as of [**Date**] by and between the undersigned Partners.

I. Formation

The undersigned hereby form a General Partnership in, and in accordance with the laws of, the province of Alberta.

II. Name

- A. Premier Punters Investment Club ("The Club").
- B. This name and its abbreviation shall be the only method of referring to or representing the club.

III. Term

The Partnership shall begin on [**Date**] and shall continue until [**Date**] of the same year and thereafter from year to year unless earlier terminated as hereinafter provided.

IV. Purpose

- A. To educate members in the basic principles of investment practices and strategies with respect to wagering on sporting events.
- B. To generate a greater awareness among members of the economic realities of success and failure, profit and loss.
- C. To organize speaker programs, discussion groups and the like for all investment enthusiasts.
- D. Seek to earn consistently superior returns of approximately 3% per month.

V. Membership

- A. Membership is open to anyone that displays enthusiasm toward sports and must be approved by the founding member, Tony Jerebic, and must be willing to input time into developing strategies and research into the sports betting industry.
- B. Membership in the club shall be limited to 10 members.

VI. Executive Body

A. Composition

1. President – Tony Jerebic
2. Vice President – TBA
3. Treasurer – TBA
4. Secretary – TBA
5. Researcher - TBA
6. Social Director – TBA

B. Duties of the Executive

1. President

- i. Shall oversee the course of proceedings at executive and membership meetings;
- ii. Is a signing officer of the club;
- iii. Is registered as trader for the club;
- iv. Offer guidance and vision on future proceedings of the club;
- v. Performs such other duties as may from time to time be determined by members; and
- vi. Supervise any votes re: elections or stock decisions.

2. Vice President

- i. Fills-in for president, secretary or treasurer if they are absent from a meeting;
- ii. Is a signing officer of the club; and,
- iii. Performs such other duties as may from time to time be determined by members.

3. Treasurer

- i. Is a signing officer of the club;
- ii. Is registered as a trader for the club;
- iii. Responsible for keeping financial records of the club;
- iv. Controls the deposit each month, the safekeeping of securities and the disbursements of the club funds;
- v. Renders to the members an account of all transactions and of the financial position of the club including a monthly Valuation Statement and member Unit Account Statements;
- vi. Prepares annual statements and income tax information for the club and members; and,
- vii. Performs such other duties as may from time to time be determined by members.

4. Assistant Treasurer

- i. Fulfills Treasurer's duties when Treasurer is not available;
- ii. Is registered as a trader for the club;
- iii. Carries out the trading for the club;
- iv. Receives all company documentation related to dividend reinvestment plans;

- v. Provides treasurer with necessary data on a monthly basis prior to meeting; and,
- vi. Performs such other duties as may from time to time be determined by members.

5. Secretary

- i. Gives all notices required to be given to members;
- ii. Attends all meetings of the club and records the minutes;
- iii. Provides minutes of meetings to club members within one week following a meeting;
- iv. Is the custodian of all books, papers, records and other materials belonging to the club; and,
- v. Performs such other duties as may from time to time be determined by members.

6. Researcher

- i. Receives quarterly reports for all wagers/transactions placed;
- ii. Distributes reports to members responsible for tracking the performance of trades;
- iii. Researches trading methodology and statistical analysis on different leagues, teams, and different types of trades
- iv. Performs such other duties as may from time to time be determined by members.

7. Social Director

- i. Plans semi-annual events for club;
- ii. Invites guest speakers; and,
- iii. Performs such other duties as may from time to time be determined by members.

VII. Meetings

- A. A general meeting shall be held once each month [**Date**].
- B. The Executive with 10% membership backing may call a meeting.
- C. Non-members are welcome to attend club meetings.
- D. Quorum for meetings shall be 25% of current members.

VIII. Elections

- A. Members in good standing may vote in elections.
- B. Annual elections will be held at the Annual General Meeting (AGM) in [**Date**].
- C. Determination of Elected Officers
 - a. A majority of the votes cast is required for candidates to be elected to office.
 - b. If no single candidate receives a majority vote, then the candidate receiving the fewest votes shall be removed from contention and a

new vote shall be cast. This process will continue until a single candidate receives the majority of votes.

- c. Uncontested candidates for positions shall have to pass a vote of confidence (over 50% of the eligible vote) by the voting membership.

IX. Capital Contributions

The Partners will each make minimum monthly investments of \$50 at regular monthly meetings. Regular monthly contributions, normally collected at meetings, are due prior to the scheduled meeting in the case of any planned absence, or by the end of the third day after the meeting from anyone who was unable to attend that monthly meeting due to an emergency or illness. No Partner's capital account shall exceed twenty percent (25%) of the capital accounts of all Partners.

- A. If available and desired, Partners may arrange for automatic monthly withdrawal from the Partner's personal checking or other account to be deposited into the Premier Punters Club account. Any expense for this shall be borne by the individual Partner.
- B. The Premier Punter's Investment Club shall not assess a fine against Partners for late payments of monthly dues.
- C. Monthly payments shall have club dues taken out first, with the remainder to be applied to club investments.
- D. Membership dues of \$20 (twenty dollars) are due upon joining the club and at the beginning of each calendar year. If a member becomes 1 month delinquent on dues, the delinquent amount will be transferred from the individual's club share to the club's general account.
- E. In the case of a partial or full withdrawal, payment will be made in cash. Where cash is transferred, the Partnership shall transfer to the partner (or other appropriate entity) withdrawing a portion or all of his interest in the Partnership, an amount equal to the value of the capital account being withdrawn, less the actual cost to the partnership of withdrawing funds from the bookmakers account to obtain cash to meet the withdrawal. The amount being withdrawn shall be paid within 10 business days after the valuation date used in determining the withdrawal amount. The valuation date used will always be the subsequent valuation date to the withdraw request date.

X. Valuation of the Partnership

The current value of the assets of the Partnership, less the current value of the debts and liabilities of the Partnership (hereinafter referred to as the "value of the Partnership") shall be determined at a regularly scheduled date and time (hereinafter referred to as the "valuation date") preceding the date of each periodic meeting.

XI. Capital Accounts

There shall be maintained a capital account 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. 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 contribution to, or capital withdrawal from, the Partnership shall be credited or debited, respectively, to that Partner's capital account.

XII. Management

Except as otherwise 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.

XIII. 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.

XIV. Book of Account

The Book of Account shall be a complete set of accounts, consisting of assets, liabilities, individual Partnership accounts, and appropriate revenue and expense accounts. It shall use the double-entry accounting system. 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.

XV. Annual Accounting and Partnership Audit Committee

Each calendar year, a full and complete account of the condition of the Partnership shall be made to the Partners. The Annual Accounting for the preceding year shall take place at the Annual Meeting.

All financial transactions shall be reviewed semi-annually by a Partnership Audit Committee.

XVI. 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.

XVII. Betting Account

None of the Partners of this Partnership shall be a bookmaker or an employee of a bookmaker. However, the Partnership may select a bookmaker and enter into such agreements with the bookmaker as required for the purchase or sale of bets. The Club can and may have several accounts at different bookmakers.

XVIII. No Compensation

No Partner shall be compensated for services rendered to the Partnership, except for reimbursement of expenses, or approved by the majority of Partners in relation to their capital account.

XIX. Removal of a Partner

Any Partner may be removed by agreement of the Partners whose capital accounts total a majority of the value of all Partners' capital accounts. 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.

XX. 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. Written notice of the decision to terminate the Partnership shall be given to all the 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 be made promptly to the Partners or to their personal representatives in proportion to each Partner's capital account.

XXI. Voluntary Withdrawal (Partial or Full) of a Partner

Any Partner may withdraw a part or all of the value of the Partner's 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 such capital account shall give notice of such intention in writing to the Secretary. 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 first meeting following the meeting at which notice is received from a Partner requesting a partial or full withdrawal will be used to determine the value of the Partner's 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 the Terms of Payment section below in this agreement.

XXII. 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 sole trustee of a revocable living trust), receipt of notice shall be treated as a notice of full withdrawal.

XXIII. Terms of Payment

Where cash is transferred, the Partnership shall transfer to the Partner (or other appropriate entity) withdrawing a portion or 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 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. A charge of 25% (the "Withdrawing Charge") will be deducted from the amount paid to the member. The withdrawing charge may be waived in case of emergency and approved by two-thirds majority vote.

XXIII. Forbidden Acts

No Partner shall:

- 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.
- Except as provided in this agreement, without the unanimous consent of all the other Partners, assign, transfer, pledge, mortgage, or sell all or part of his or 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 in the Partnership.
- Purchase an investment for the Partnership where less than the full purchase price is paid for same.
- Use the Partnership name, credit, or property for other than Partnership purposes.
- Do any act detrimental to the interests of the Partnership or any act that would make it impossible to carry on the business or affairs of the Partnership.

XXIV. Amendments

- A. Amendments to this Agreement must be approved by a 2/3 vote at a club meeting.

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.

Partner (Printed Name)	Partner (Signature)	Date Signed

