

**EXHIBIT A**

**DOLLARS AND SENSE GROWTH FUND, LP**

**LIMITED PARTNERSHIP AGREEMENT**

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**Limited Partnership Agreement**  
**OF Dollars and Sense Growth Fund, LP**

This AMENDED AND RESTATED AGREEMENT made as of the 1<sup>st</sup> day of March 2010, between the undersigned parties hereto. Each party who executes this Agreement as a general partner is hereinafter referred to as a “General Partner”; all the other parties who shall execute this Agreement, or on whose behalf this Agreement is hereafter executed, whether in counterpart, by separate instrument, pursuant to power of attorney or otherwise, as limited partners, including the initial limited partner, are hereinafter referred to as “Limited Partners.” General Partners and Limited Partners are hereinafter referred to collectively as “Partners.”

**ARTICLE I - Organization**

Section 1.1 Formation and Name. The parties hereto do hereby form a limited partnership under the name “Dollars and Sense Growth Fund, LP” (the “Partnership”) under the provisions of the Delaware Revised Uniform Limited Partnership Act, as amended (the “Partnership Act”).

Section 1.2 Purpose. The Partnership's business and purpose is to seek above average capital appreciation by investing in, and trading equities, options, private placements and other securities and instruments (collectively “Securities”). Trading decisions for the Partnership will be made by Profits Plus Capital Management, LLC, a Delaware limited liability company and the General Partner of the Partnership.

Section 1.3 Term. The Partnership came into existence on February 4, 2001, the date that the Certificate of Limited Partnership was filed as provided in the Partnership Act, and shall terminate on December 31, 2050, unless earlier terminated as hereinafter provided or by operation of law.

Section 1.4 Principal Office. The principal place of business of the Partnership shall be located at 704 13th Ave South, Nampa, Idaho 83651, or at such other locations as may from time to time be determined by the General Partner.

Section 1.5 Net Asset Value. The “Net Asset Value” of the Partnership shall mean the Partnership's total assets including all cash, cash equivalents and other securities (each valued at fair market value), less total liabilities, determined in accordance with generally accepted accounting principles, consistently applied under the accrual method of accounting.

Section 1.6 Power of Attorney. Each Limited Partner, by the execution of this Agreement, whether in counterpart, by separate instrument, by attorney-in-fact or otherwise, does hereby irrevocably constitute and appoint the General Partner with full power of substitution, its true and lawful attorney and agent, with full power and

authority in its name, place and stead, to admit additional limited partners and general partners to the Partnership, to file, prosecute, defend, settle or compromise any and all actions at law or suits in equity for or on behalf of the Partnership with respect to any claim, demand or liability asserted or threatened by or against the Partnership, and to execute, acknowledge, deliver, file and record on behalf of the Partnership and each Limited Partner in the appropriate public offices: (a) all certificates and other instruments (including, without limitation, all counterparts of this Agreement, all amendments hereto, the Certificate of Limited Partnership and all amendments thereto) which the General Partner deems appropriate to qualify or continue the Partnership as a limited partnership in the jurisdictions in which the Partnership may conduct business or which may be required to be filed by the Partnership or any of the Partners under the laws of any jurisdiction; (b) all instruments which the General Partner deems appropriate to reflect a change in or modification or amendment of the Partnership or this Agreement in accordance with the terms of this Agreement; (c) all conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership; (d) certificates of assumed name; and (e) any brokerage, administrative, selling, custodian, advisory, subscription and other agreements which the General Partner deems necessary or desirable in connection with the Partnership's business. The Power of Attorney granted herein shall be irrevocable and be deemed to be a power coupled with an interest and shall survive the incapacity or death of any Limited Partner. Each Limited Partner hereby agrees to be bound by any representation made by the General Partner and by any successor thereto acting in good faith pursuant to such Power of Attorney, and each Limited Partner hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the General Partner and any successor thereto taken in good faith under such Power of Attorney. In the event of any conflict between this Agreement and any instruments filed by such attorney pursuant to the Power of Attorney granted in this Section 1.6, this Agreement shall control.

Section 1.7 Partnership Interests. The term "Interest" as used in this Agreement is defined as an interest in the Partnership acquired upon the making of a capital contribution by the General Partner or a Limited Partner ("Interest"). The General Partner's capital contribution shall be represented by the General Partnership Interest, and a Limited Partner's capital contributions shall be represented by a Limited Partnership Interest. When used herein without qualification, the term "Interest" shall include both Limited Partnership Interests and the General Partnership Interest, *pari passu*. Each Limited Partner (other than the Initial Limited Partner) shall be required to contribute a minimum initial capital contribution to the Partnership in an amount equal to at least one hundred thousand dollars (\$100,000), unless the General Partner, in its discretion, waives such minimum subscription. The Interests may, but need not, be evidenced by certificates.

## ARTICLE II - General Partner

Section 2.1 Management. Subject to the limitations of this Agreement, the General Partner shall have full, exclusive and complete control of the management, operations and policies of the Partnership and the Partnership's affairs for the purposes herein stated and shall make all decisions affecting Partnership affairs, including the power to enter into contracts with third parties (including affiliates of the General Partner) for investment management services, brokerage services, administrative services, custodial services and other services. Such services also may be performed by the General Partner or its affiliates at rates which may exceed the lowest rates that might otherwise be available to the Partnership. The General Partner may take such other actions as it deems in the best interests of the Partnership or necessary or desirable to manage or promote the business of the Partnership, including, but not limited to, the following: (a) to purchase, hold, and sell Securities and other investments and instruments; (b) to hold the assets of the Partnership not so invested or uninvested; (c) to borrow money on a secured or unsecured basis from banks, brokers, financial institutions or other persons; (d) to conduct margin accounts with brokers, dealers or other financial institutions or persons; (e) to open, maintain and close bank accounts; (f) to sign checks; (g) to pay or authorize the payment of distributions to the Partners and of liabilities of the Partnership such as management fees, incentive allocations, redemption fees, brokerage commissions and other transaction expenses, custodial fees, legal and accounting fees, registration and other fees of governmental agencies and other fees and expenses; and (h) generally, to act for the Partnership in all matters incidental to the foregoing, including the preparation and filing of all Partnership tax returns and the making of such tax elections and determinations as appear to it appropriate. The General Partner shall be the "tax matters partner" as defined in Section 6231 of the Internal Revenue Code of 1986, as amended (the "Code"). The General Partner may cause the Partnership to make, refrain from making and, once having made, revoke the election referred to in Section 754 of the Code or any other election affecting the computation of partnership income required to be made by the Partnership pursuant to Section 703(b) of the Code and any similar elections provided by state or local law or any similar provision enacted in lieu thereof.

Section 2.2 Other Business. The General Partner may engage in other business activities and shall not be required to refrain from any other activity or disgorge any profits from such activity. The General Partner may engage in, execute transactions with, pay brokerage commissions and selling commissions to, compensate with Partnership funds and otherwise do business with any person, firm or corporation notwithstanding that such person, firm or corporation is an affiliate (or an affiliate of an affiliate) of any Partner.

Section 2.3 Compensation and Reimbursement. The General Partner shall share in all Partnership income, gains, losses, deductions and credits to the extent of its Interest. The General Partner and its affiliates may advance funds and incur expenses in the organization and promotion of the Partnership for which it or its affiliates will be reimbursed by the Partnership.

Section 2.4 Management Fee. At the beginning of each calendar month, the account of each Limited Partner shall be debited, and the capital account of the General Partner credited, a management fee equal to one-twelfth of one and a half percent (1/12 of 1 ½%) of the Net Asset Value of each Limited Partner's Book Capital Account (as hereinafter defined). For the purpose of calculating the management fee, the Net Asset Value of each Limited Partner's Book Capital Account shall be determined before reduction for incentive allocations, if any, accrued or payable on such date.

Section 2.5 Incentive Allocation of the General Partner. In addition, except as modified by Section 2.6, the General Partner shall be allotted and paid an incentive allocation equal to 20% of the Net New Appreciation of each Limited Partner's Book Capital Account during each calendar quarter.

(a) Net New Appreciation is the increase in a Limited Partner's Book Capital Account over the Limited Partner's highest prior Book Capital Account ("Maximum Capital Account") from which a profit share was allocated to the General Partner, adjusted for contributions and withdrawals as follows:

(i) A Partner's initial Maximum Capital Account shall be equal to his or her capital contribution. A record of each Limited Partner's Maximum Capital Account will be maintained by the Partnership.

(ii) Upon receipt of a capital contribution from a Partner, that Limited Partner's Maximum Capital Account will be increased by an identical amount.

(iii) Upon payment of a withdrawal of capital, the Partner's Maximum Capital Account will be reduced in the same proportion that the withdrawal reduces a Limited Partner's Book Capital Account.

(b) Except as modified below in this Section 2.6, at the end of a calendar quarter when Net New Appreciation exists in a Limited Partner's Book Capital Account (and, for withdrawals of capital at any time other than a calendar quarter-end, at the end of the Fiscal Period when the withdrawal occurs), the incentive allocation equals to 20% of the Net New Appreciation shall be debited from the Book Capital Account for the Limited Partner and credited to the General Partner.

(c) After the debit of the incentive allocation, the Limited Partner's resulting Book Capital Account shall become that Limited Partner's new Maximum Capital Account.

(d) The amount calculated by the General Partner to be due pursuant to this Section 2.5 shall be available for withdrawal by the General Partner during any Fiscal Period.

Section 2.6 Investments by Affiliates and Certain Limited Partners.

The General Partner may, but is not required to, modify its incentive allocation or expense reimbursement with respect to any Partner who is: (i) a limited partnership, individual, or other entity having other business arrangements with the General Partner, in order to compensate for fees or services or other consideration received by the General Partner through other means, (ii) an individual or entity which makes, in the opinion of the General Partner, an exceptionally large Capital Contribution to the Partnership which improves the Partnership's cash or assets position and thereby results in extraordinary benefits to the Partnership, or (iii) was invested in the Partnership prior July 12, 2001. Such modification may be effectuated by a rebate to such Partner, an adjustment to such Partner's Capital Account, or any other method reasonably determined by the General Partner; provided, however, that such modification shall not affect the rights or obligations of any Partners other than the General Partner and the Partners as to whom the modification is effective.

Section 2.7 General Partner's Capital Contributions. The General Partner may contribute a greater amount to the Partnership. The General Partner may withdraw or receive a distribution of any portion of its Interest upon notice to the Limited Partners.

Section 2.8 No Personal Liability for Return of Capital. The General Partner shall not be personally liable for the return or repayment of all or any portion of the capital contributions or profits of any Partner (or assignee), it being expressly agreed that any such return or repayment of capital or profits made pursuant to this Agreement shall be made solely from the assets of the Partnership (which shall not include any right of contribution from the General Partner).

Section 2.9 Expenses to be Borne by the General Partner. Except as otherwise expressly agreed by the General Partner, the Partnership shall be responsible for all costs, liabilities, and expenses incurred in connection with the operation and conduct of its business including, without limitation, brokerage commissions and other transaction fees, management fees, incentive allocations, redemption fees, legal, accounting fees, administrative fees, custodial fees, expenses related to providing the Partnership with facilities required for the compilation of records with respect to its operations and the preparation of all reports to Partners, expenses of reproducing and mailing reports to Partners, and extraordinary expenses.

Section 2.10 Appointment of Brokers. The General partner may designate from time to time one or more brokers, dealers, Selling and Servicing Agents, banks, introducing brokers or other financial institutions or persons, including affiliates of the General Partner (collectively "brokers") to execute transactions with or on behalf of the Partnership and to perform such other services for the Partnership as such broker and the General Partner may agree upon from time to time.

Section 2.11 Offerings of Limited Partnership Interests. The General Partner shall have the authority to cause the Partnership from time to time, at the expense of the Partnership or otherwise, to offer Limited Partnership Interests for sale by means

of public or private offerings on a continuous basis or otherwise and, in connection therewith, to cause the Partnership to prepare and file such registration statements, disclosure documents, amendments, selling agreements and other documents and agreements as the General Partner shall deem advisable to offer and qualify the Limited Partnership Interests for sale under the securities laws or any other applicable laws of the United States and such states and foreign countries as the General Partner shall deem appropriate. The General Partner, its affiliates or third parties may advance funds or incur expenses in connection with any such offering of Limited Partnership Interests for which it, its affiliates and such other persons shall be reimbursed by the Partnership, subject to any restrictions to which they may agree or which may be imposed by any applicable law or administrative regulation. In addition, in connection with any such offering of Limited Partnership Interests, the General Partner shall have the right and the authority, exercisable in its sole discretion upon written notice to the Limited Partners, to amend the provisions of this Agreement in order to amend, modify, liberalize or restrict the terms and conditions upon which existing or additional Limited Partners may make additional capital contributions to the Partnership or may be admitted to the Partnership and the terms and conditions upon which Limited partners may redeem Limited Partnership Interests.

Section 2.12 Withdrawal. Except as provided in Section 7.2, below, the General Partner may not withdraw from the Partnership except upon 30 days' prior written notice to the Limited Partners.

Section 2.13 Additional or Substitute General Partner(s). The General Partner, in its sole discretion, may admit one or more additional partners as a general partner and substitute one or more partners as a general partner as of any calendar month-end upon thirty (30) days' prior written notice to the Partners.

Section 2.14 Provisions relating to "New Issues". The Partnership may purchase securities that are part of public distributions of new securities being sold by an issuing company, commonly known as Initial Public Offerings ("IPOs") or ("new issues"). The term "new issue" generally means "any initial public offering of an equity security" and specifically excludes convertible and preferred securities, most ADRs, investment grade asset backed securities, and mutual fund shares. Investments in a new issue may invoke certain rules governing Partners who are involved in the securities industry.

Formerly, the NASD required that the Partnership purchase hot issues in an account separate from its normal trading accounts. However, the Partnership intends to "maintain one account but adjust the capital accounts of restricted persons to remove any gains (or losses) attributable to new issues." In addition, the Partnership will permit restricted persons to participate in subsequent gains after the initial IPO, without a sale from a separate account and a repurchase in the general account of the Partnership. The Partnership intends to use the closing price on the first day of public trading while attempting to accomplish the transfer as early as possible (and where an easily obtainable and objective price is available) which should limit the time period where all Partners' interests are not entirely aligned.

### **ARTICLE III - Limits of Liability of General Partner**

Section 3.1 Limits of Liability. The General Partner shall not be liable to the Partnership or any of its Partners for any act or failure to act taken or omitted by them in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Partnership if such act or failure to act did not constitute negligence, misconduct or a breach of fiduciary obligations.

### **ARTICLE IV - Limited Partners**

Section 4.1 Rights and Obligations. The rights and obligations of the Limited Partners are governed by the provisions of the Partnership Act and by this Agreement. Except as otherwise provided herein, no Limited Partner shall be personally liable for any of the debts of the Partnership or any losses thereof beyond the amount of its capital contribution and profits attributable thereto (if any), whether or not distributed, together, with interest thereon, except to the extent expressly provided in the provisions of the Partnership Act. No Limited Partner shall take part in the management of the business of or transact any business for the Partnership, and no Limited Partner shall have power to sign for or to bind the Partnership. No Limited Partner shall be entitled to the return of its contribution except (a) to the extent, if any, that distributions made, or deemed to be made, pursuant to this Agreement may be considered as such by law, (b) upon dissolution of the Partnership or (c) upon withdrawal or redemption and then only to the extent provided for in this Agreement. No Limited Partner shall have priority over any other Limited Partner either as to the return of capital contributions or as to profits, losses or distributions.

Section 4.2 Admission of Additional Limited Partners. Subject to the rights reserved to the General Partner in Section 2.11, above, and compliance with applicable laws, the General Partner may, at its option, admit additional Limited Partners to the Partnership as of the close of business on the first business day of any calendar month or at such other times as the General Partner may determine.

Section 4.3 Capital. Subject to the rights reserved to the General Partner in Section 2.11, above, and compliance with applicable laws, each Limited Partner (other than the Initial Limited Partner) shall be required to contribute a minimum capital contribution to the Partnership equal to one hundred thousand dollars (\$100,000). The General Partner shall have the right to refuse any initial or additional capital contribution in whole or in part for any reason and may, in its sole discretion, waive the amount of such minimum capital contribution from time to time.

Section 4.4 Redemption of Interests. The Partners recognize that the profitability of the Partnership depends upon long-term, uninterrupted investment of capital. It is agreed, therefore, that Partnership profits may be automatically reinvested and that distributions of capital and gains, if any, to the Partners will be on a limited

basis. Nevertheless, the Limited Partners contemplate the possibility that one or more of their number may elect to realize and withdraw gain, if any, or may desire to withdraw capital, prior to the dissolution of the Partnership pursuant to the redemption provisions of this Agreement.

Section 4.5 Mandatory Withdrawal. If the General Partner in his sole discretion deems it to be in the best interest of the Partnership, he may require any Limited Partner to withdraw from the Partnership at any month-end on not less than 10 days prior written notice.

Section 4.6 No Transfer. No Limited Partner shall have the right to assign or transfer all or some of its Limited Partnership Interest without the prior consent of the General Partner, which consent may be withheld, delayed, conditioned or granted for any reason in the General Partner's sole discretion.

## **ARTICLE V - Accounting**

Section 5.1 Books of Account, Fiscal Year. Proper books of account shall be kept under the accrual method of accounting, and there shall be entered therein all transactions, matters and things relating to the Partnership's business as are required, and in accordance with generally accepted accounting principles, except as otherwise expressly provided in this Agreement. Each Partner shall have access at reasonable times and at reasonable intervals to all books, records and accounts of the Partnership during normal business hours at the offices of the Partnership. The fiscal year of the Partnership shall end on December 31st of each year unless otherwise required by Section 706(s) of the Code and the Treasury Regulations promulgated thereunder.

Section 5.2 Valuation. Except as otherwise expressly provided in this Agreement, in determining the accounts of the Partnership for all purposes, the assets and liabilities of the Partnership shall be valued based upon the prices (as reported by the Partnership's Prime Broker) for such securities and in accordance with generally accepted accounting principals, consistently applied under the accrual method of accounting, and the Partnership may, but shall not be required to, set up reserves against doubtful accounts and contingent, undetermined and unliquidated liabilities. Options shall be valued as priced by the Partnership's Prime Broker or an independent pricing service selected by the General Partner. The General Partner shall have the discretion to modify the foregoing valuations if and to the extent that the General Partner shall determine that such modifications are advisable in order to reflect restrictions upon marketability, differences between the market value and the basis of the assets for federal income tax purposes or other factors affecting the value of assets.

Section 5.3 Annual Reports. As soon as practicable after the close of each tax year of the Partnership, the General Partner or agents thereof shall prepare and mail to each Partner a report setting forth as of the end such annual period:

(a) Commencing with the Fiscal Year ending December 31, 2007, audited financial statements of the Partnership prepared by the Partnership's independent certified public accountants

(b) The Net Asset Value of the Partnership;

(c) The closing Capital Account of each Partner and the manner of its calculation; and

(d) Any other information necessary to enable Partners to prepare their individual income tax returns;

provided that, in the event that the Partnership has invested in any other Partnership or other entity, such report may be based as to such investment upon the financial statements of such other Partnership or other entity without an examination of such financial statements by the Auditor.

Section 5.4 Reports and Quarterly Statements. On a quarterly basis, or at other times during the year, the General Partner may cause to be prepared and delivered to each Limited Partner a report indicating the results of operations.

## **ARTICLE VI - Profit and Loss**

Section 6.1 Capital Accounts. The Partnership shall establish for each Partner a capital account for income tax purposes ("Tax Capital Account") and a capital account for financial accounting purposes ("Book Capital Account"). The initial balance of the Tax Capital Account and the Book Capital Account for each Partner shall be the initial capital contribution made to the Partnership by such Partner and shall be adjusted as provided in this Article.

Section 6.1.1 Tentative Share of Net Profit or Net Loss. For each Period, the Partners' percentage shares of Net Profit or Net Loss, for purposes of tentative allocations to Capital Accounts, will equal their respective Partnership Percentages at the beginning of such Period. For each Period, the share of Net Profit or Net Loss that will be allocated to, and will be the basis for adjustments to, Interim Accounts, shall be the Interim Account Percentage at the beginning of such Period.

Section 6.1.2 Tentative Share of Hot Issue Profit or Hot Issue Loss. For each Period, the Partners' percentage shares of Hot Issue Profit or Hot Issue Loss as to each Hot Issue that was held in the Hot Issue Account during such Period, for purposes

of tentative allocations to Capital Accounts, will equal their respective Hot Issue Percentages as to such Hot Issue at the beginning of such Period. For each Period, the share of Hot Issue Profit or Hot Issue Loss as to each Hot Issue that was held in a Hot Issue Account during that Period, that will be allocated to, and will be the basis for adjustments to, Interim Accounts, shall be the Interim Account Hot Issue Percentage as to such Hot Issue at the beginning of such Period.

Section 6.2 Adjustments to Tax Capital Accounts. The initial balance of the Tax Capital Account of each Partner shall be:

(a) increased by (i) any cash and the fair market value of other property contributed to the Partnership by such Partner in addition to such Partner's original capital contribution, (ii) the distributive share of Partnership taxable income of such Partner, and (iii) the distributive share of Partnership income of such Partner exempt from Federal income taxation and

(b) decreased by (i) the amount of cash and the adjusted basis of other property distributed to such Partner, (ii) the distributive share of Partnership taxable losses of such Partner (including capital losses), and (iii) the distributive share of Partnership expenditures of such Partner [including expenditures described in Section 705(a)(2)(B) of the Code].

Section 6.3 Adjustments to Book Capital Accounts. The initial balance of the Book Capital Account of each Partner shall be:

(a) increased by (i) any cash and the fair market value of other property contributed to the Partnership by such Partner in addition to such Partner's original capital contribution, and (ii) positive adjustments made to such Partner's Book Capital Account in accordance with Section 6.4 below; and

(b) decreased by (i) the amount of cash and the fair market value of other property distributed to such Partner (net of liabilities recorded on such property that such Partner is considered under Section 752 of the Code to assume or take subject to), and (ii) negative adjustments made to such Partner's Book Capital Account in accordance with Section 6.4, below.

Section 6.4 Additional Adjustments to Book Capital Account. As of the close of business on (a) the last business day of each calendar month, (b) if other than the last business day of a calendar month, the day on which an actual or deemed distribution of any Partnership property is made in cash or in kind or by redemption of any Interest or otherwise, and (c) if other than the last business day of a calendar month, the day on which any cash or other property is contributed to the Partnership, the Book Capital Account of each Partner shall be adjusted as follows:

(i) the Net Asset Value of the Partnership's assets shall be determined in accordance with Section 1.5, above, without reduction for any accrued incentive

allocations; and

(ii) each Partner's pro rata share of any increase or decrease in the Net Asset Value of the Partnership as compared to the last determination of the Net Asset Value of the Partnership for purposes of this Section 6.4 shall be determined and shall be credited or charged to the Book Capital Account of such Partner; and

(iii) any management fees, incentive allocations and redemption fees paid or payable to the General Partner as of the adjustment date with respect to a Limited Partner's Book Capital Account (as determined in accordance with Section 2.3, above) shall be charged against the Book Capital Account of such Limited Partner.

Section 6.5 Allocation of Tax Profit and Loss. Subject to Section 6.7 below, all items of income, gain, loss and deduction [including items of income or gain which are not subject to Federal income taxation and expenditures described in Section 705(a)(2)(B) of the Code] shall be allocated among the Partners for each fiscal year of the Partnership as follows:

(a) Ordinary Income and Ordinary Expense which properly relate to an Accounting Period under the Partnership's method of accounting shall be allocated among all Partners in proportion to the balance in each Partner's Book Capital Account as of the beginning of the accounting period in which earned or incurred; and

(b) After all adjustments to Book Capital Accounts under Section 6.4, above, have been made for the fiscal year of the Partnership and after all the allocations under § 6.5(a), above, for the fiscal year of the Partnership have been made, the extent to which a Partner's Book Capital Account exceeds its Tax Capital Account ("Positive Disparity") or the extent to which a Partner's Tax Capital Account exceeds its Book Capital Account ("Negative Disparity") shall be determined. Capital Gain and Capital Loss shall then be allocated as follows:

(i) Capital Gain shall be allocated to each Partner who redeemed all of its Interest during such fiscal year to the extent of the Positive Disparity of such Partner in the ratio that such Positive Disparity bears to the total Positive Disparity of all Partners who redeemed all of their Interests during such fiscal year. Capital Gain remaining after such allocation shall be allocated to all other Partners to the extent of each such Partner's Positive Disparity in the ratio that such Positive Disparity bears to the total remaining Positive Disparity of all such Partners.

(ii) Capital Loss shall be allocated to each Partner who redeemed all of its Interest during such fiscal year to the extent of the Negative Disparity of such Partner in the ratio that such Negative Disparity bears to the total Negative Disparity of all Partners who redeemed all of their Interests during

such fiscal year. Capital Loss remaining after such allocation shall be allocated to all other Partners to the extent of such Partner's Negative Disparity in the ratio that such Negative Disparity bears to the total remaining Negative Disparity of all such Partners.

(iii) If after the foregoing allocations under § 6.5(b)(i) and (ii), above, there remains Capital Gain or Capital Loss to be allocated, all remaining Net Capital Gain or Net Capital Loss, as the case may be, shall be allocated among all Partners with Interests remaining in the ratio that each such Partner's Book Capital Account balance bears to the balance of the Book Capital Accounts of all such Partners.

(c) Notwithstanding the provisions of the foregoing provisions of this Article VI, if any allocation would produce a deficit in the Book Capital Account or Tax Capital Account of any Limited Partner, the portion of such allocation which would create such deficit shall instead be allocated to the Book Capital Account or Tax Capital Account, as applicable, of the General Partner.

Section 6.6 Definitions. For purposes of this Article, the following terms shall have the following meanings:

(a) Accounting Period shall mean a calendar month or any period of shorter duration from the last preceding Accounting Period until any of the dates specified in Section 6.4 above.

(b) Capital Gain or Capital Loss shall mean the gain or loss recognized by the Partnership for Federal income tax purposes attributable to a capital asset, including the gain or loss attributable to a "Section 1256 contract", as defined by Section 1256 of the Code, and any other asset the recognition of gain or loss of which, for Federal income tax purposes, is not dependent upon the sale or other disposition thereof.

(c) Net Capital Gain shall mean the excess of Capital Gain over Capital Loss.

(d) Net Capital Loss shall mean the excess of Capital Loss over Capital Gain.

(e) Ordinary Income shall mean all items of Partnership income or gain other than Capital Gain.

(f) Ordinary Expense shall mean all items of Partnership loss or expense other than Capital Loss.

Section 6.7 Equitable Allocations. The General Partner may make such

other or additional allocations of income, gain, loss and deduction among the Interests or the Partners as are, in the General Partner's reasonable discretion, equitable in order to eliminate, to the extent possible, any disparities existing between the Book Capital Accounts and Tax Capital Accounts of the Partners and to allocate income, gain, loss and deduction for Federal income tax purposes among the Partners in accordance with their respective Interests in the Partnership.

## **ARTICLE VII - Distributions of Partnership Income; Redemptions, Withdrawals by Partners**

Section 7.1 Distributions to Partners. The General Partner shall have sole discretion in determining the amount and frequency of distributions (other than withdrawals or redemptions by Limited Partners) that the Partnership shall make. All distributions shall be made, in the discretion of the General Partner, on a pro rata basis, in Securities selected by the General Partner or in cash, or partly in Securities selected by the General Partner and partly in cash. Notwithstanding this provision, it is the intention of the Partnership, in general, to make distributions in cash.

Section 7.2 Redemptions. Subject to the rights reserved to the General Partner in Section 2.11, above, and compliance with applicable laws, (a) upon a material change in control of the General Partner, or (b) upon the close of business on the last business day of each calendar month, any Limited Partner, upon 30 days' prior written notice (including by facsimile) to the General Partner, may cause the Partnership to redeem all or a portion of such Limited Partnership Interest, subject to the restrictions and provisions for reserves set forth herein. The General Partner, in its sole discretion, may waive the foregoing restriction from time to time; however, any Interest or portion thereof which is redeemed prior to the end of the first full 12-month period following its purchase will be charged a Redemption Fee equal to 3.0% of the Net Asset Value of the Interest being redeemed. A Limited Partner's redemption will become effective on the last Business Day of the Calendar Quarter ("Redemption Date") during which such Limited Partner shall have given timely notice of redemption. Distribution of partial withdrawal requests pursuant to this section shall be made as soon as practicable following said Redemption Date; for total withdrawal requests, 90% shall be distributed as soon as practicable following said Redemption Date and final settlement of the full amount of such distribution shall be made as promptly as practicable after completion of final reconciliation of valuations for the Redemption Date (generally not to exceed 120 days after withdrawal).

Section 7.3 Withdrawal of a Limited Partner. The withdrawal of a Limited Partner shall occur in the event of the death, expulsion, legal incapacity or bankruptcy of the Limited Partner or upon its request for redemption of all its Interest or if for any other reason it ceases to be a Limited Partner (other than the termination of the Partnership).

Section 7.4 Timing of Withdrawal. Withdrawal of a Limited Partner shall not occur for purposes of computing the withdrawing Limited Partner's distributive

interest pursuant to this Agreement until the last business day of the calendar quarter in which both (a) such event has taken place and (b) the General Partner has been appropriately informed in writing of such event. For all other purposes of this Agreement, such withdrawal shall be deemed to have occurred on the date upon which notice or knowledge thereof is received at the principal place of business of the Partnership.

Section 7.5 Distribution on Withdrawal. Upon the withdrawal of a Limited Partner or upon the termination of the Partnership, all in accordance with the terms of this Agreement, each withdrawing Limited Partner, or each Partner, as the case may be, shall be paid its respective distributive interest in cash or, in the discretion of the General Partner, on a pro rata basis, in Securities or Precious Metals selected by the General Partner or in cash; or partly in Securities or Precious Metals selected by the General Partner and partly in cash. Notwithstanding this provision, it is the intention of the Partnership, in general, to make distributions in cash.

Section 7.6 Continuance of Partnership. Neither the complete nor partial withdrawal of a Limited Partner, in and of itself, shall terminate or dissolve the Partnership.

Section 7.7 Rights and Obligations Upon Withdrawal. Upon the complete withdrawal of a Limited Partner, all of its rights in specific Partnership property of every kind whatsoever, including, but not limited to, all books of account, records, and papers of the Partnership, shall immediately and without further assignment, pass to and become vested in the remaining or surviving Partners. The withdrawing Limited Partner and its legal representatives shall have only the right to receive the distributions to withdrawn Limited Partners provided for under this Agreement; provided, however, that a withdrawn Limited Partner and its legal representatives shall continue to have access to the books and records of the Partnership and such other data to the extent necessary to obtain full information with respect to its distributive interest.

Section 7.8 Successor Obligations Upon Death or Legal Disability of Limited Partner. Upon the death or legal disability of a Limited Partner, its interest in the Partnership shall pass to its legal representatives. Each Limited Partner expressly agrees that in the event of its death it waives on behalf of itself and its estate, and it directs the legal representatives of its estate and any person interested therein to waive, the furnishing of any inventory, accounting, or appraisal of the assets of the Partnership and any right to an audit or examination of the books of the Partnership.

Section 7.9 Directed Withdrawal. The General Partner, at any time and for any reason in its sole discretion, may give 10 days' notice in writing to any Limited Partner requiring that such Limited Partner shall withdraw, in full or in such part as specified in such notice, from the Partnership upon a date specified in the notice. Upon the date specified as the withdrawal date in such notice, the Limited Partner designated in the notice, if required to withdraw in full, shall be deemed to have withdrawn from the Partnership without any further action either on the part of such Limited Partner or on the

part of any other Partner. Thereafter, the interest of the Limited Partner so designated in the notice shall be treated in the same manner as the interest of a withdrawn Partner, and it shall have only the rights of a withdrawn Partner, as provided in this Agreement.

## **ARTICLE VIII - Indemnification**

### **Section 8.1 Indemnification of the General Partner and its Affiliates.**

(a) In any threatened, pending or completed action, suit, or proceeding to which the General Partner was or is a party or is threatened to be made a party by reason of the fact that it is or was the General Partner of the Partnership, the Partnership shall indemnify, defend, and hold harmless the General Partner and its “affiliates” (as defined below) from and against any loss, liability, damage, cost, expense (including, without limitation, attorneys' and accountants' fees and expenses incurred in defense of any demands, claims, or lawsuits), judgments and amounts paid in settlement (collectively, “Losses”), incurred by them if the General Partner acted in good faith and in a manner it reasonably believed to be in or not opposed to, the best interests of the Partnership and, provided that the omission, act or conduct that was the basis for such Losses was not the result of misconduct or negligence and was taken or omitted in good faith and in the reasonable belief that it was taken or omitted in, or not opposed to the best interests of the Partnership. Any indemnification hereunder, unless ordered by a court, shall be made by the Partnership only as authorized in the specific case and only upon a determination by independent legal counsel in a written opinion that indemnification of the General Partner or its affiliates is proper under the circumstances. To the extent that the General Partner or its affiliates have been successful on the merits or otherwise in defense of any action, claim, suit or proceeding, or issue or matter presented therein, the opinion of independent legal counsel shall not be required and the Partnership shall indemnify them against any Losses incurred by them in connection therewith. The termination of any action, suit or proceeding by judgment, order or settlement shall not create, of itself, a presumption that the General Partner or its affiliates did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interests of the Partnership.

(b) The Partnership may advance funds to the General Partner and its affiliates for legal expenses and other costs incurred as a result of a legal action if the General Partner or its affiliates, as applicable, undertake to repay the advanced funds to the Partnership in cases in which they would not be entitled to indemnification under this Article VIII.

(c) As used in this Article VIII, the term “affiliate” of the General Partner shall mean the following: (i) any natural person, partnership, corporation, association or other legal entity directly or indirectly owning, controlling, or holding with power to vote 10% or more of the outstanding voting securities of the General Partner; (ii) any partnership, corporation, association or other legal entity 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote by the General Partner; (iii) any natural person, partnership, corporation, association or other legal entity directly or indirectly controlling, controlled by or under

common control with, the General Partner; or (iv) any person who is a partner, officer or director of the General Partner.

Section 8.2 Indemnification by Partners. In the event the Partnership or the General Partner or any of its affiliates is made a party to any claim, dispute or litigation or otherwise incurs any Losses as a result of or in connection with (a) any Partner's (or its assignee's) activities, obligations or liabilities unrelated to the Partnership's business, or (b) any failure or alleged failure on the part of the Partnership or the General Partner to withhold from income allocated or deemed to be allocated to any Partner or its assignees (whether or not distributed) any amounts with respect to which Federal income tax withholding was required or alleged to have been required, such Partner (or its assignees cumulatively) shall indemnify and reimburse the Partnership and the General Partner for all Losses incurred by the Partnership and the General Partner in connection therewith.

## **ARTICLE IX - Termination**

Section 9.1 Dissolution. The Partnership shall terminate and shall immediately be dissolved on December 31, 2050, or earlier (a) upon the death, legal disability, incapacity, insolvency, bankruptcy, dissolution or withdrawal of the General Partner, (b) at the election of the General Partner or of all General Partners if there is more than one General Partner, (c) upon the insolvency or bankruptcy of the Partnership. If there is more than one General Partner, the Partnership shall terminate and shall immediately be dissolved upon the death, legal disability, incapacity, insolvency, bankruptcy, dissolution or withdrawal of any General Partner unless the remaining General Partner(s) elect to continue the Partnership. The death, legal disability, incapacity, insolvency, bankruptcy, dissolution or withdrawal of any Limited Partner shall not result in the dissolution or termination of the Partnership.

Section 9.2 Final Accounting. Upon the dissolution of and failure to reconstitute the Partnership, an accounting shall be made of the accounts of the Partnership and of the Book Capital Account of each Partner, and of the Partnership's assets, liabilities and changes in financial condition from the date of the last previous accounting to the date of such dissolution. The General Partner, or such person or persons designated by it, shall act as liquidating trustee or trustees and immediately proceed to wind-up and terminate the business and affairs of the Partnership and liquidate the property and assets of the Partnership. In the event the dissolution is caused by the death, legal disability, incapacity, dissolution, insolvency or bankruptcy of the sole remaining General Partner, the liquidating trustee or trustees shall be designated in accordance with the majority in interest of the Limited Partners.

Section 9.3 Distribution. Upon the winding-up and termination of the business and affairs of the Partnership, its liabilities and obligations to creditors and all expenses incurred in liquidation shall be paid, and its remaining assets shall be distributed pro rata to the Partners in accordance with their respective Book Capital

Accounts as determined under Article VI; provided, however, that, in the event of the dissolution or liquidation of the Partnership prior to such time as the Partnership's organizational expenses have been completely amortized, these amounts will be deducted from the Net Asset Value of the Partnership prior to the distribution of each Limited Partner's distributive interest.

Section 9.4 Use of Firm Name Upon Dissolution. At no time during the operation of the Partnership or upon the termination and dissolution of the Partnership shall any value be placed upon the firm name, or the right to its use, or to the goodwill, if any, attached thereto, either between the Partners or for the purpose of determining any distributive interest of any Partner in accordance with this Agreement. The legal representatives of any deceased Partner shall not have any right to claim such value.

Section 9.5 Balance Owed by a General Partner. In the event that there is a negative balance in the Book Capital Account of the General Partner upon liquidation after all adjustments to Book Capital Accounts have been made hereunder, whether by reason of losses in liquidating Partnership assets or otherwise, the negative balance shall represent an obligation from the General Partner to the Partnership to be paid in cash by the close of the taxable year in which such liquidation occurs or, if later, within 90 days after such liquidation, and the amount thereof shall be distributed to creditors of the Partnership or to the Partners with a positive balance in their Book Capital Accounts in accordance with Section 9.3 above.

## **ARTICLE X - Miscellaneous**

Section 10.1 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be effective only if in writing and shall be considered as properly given or made if sent by facsimile, if personally delivered, mailed, postage prepaid, or if telegraphed, by prepaid telegram, and addressed, if to the General Partner, to it at the address of the Partnership, and if to a Limited Partner, to the address of such Limited Partner as reflected in the books and records of the Partnership from time to time. Any Limited Partner may change its address by giving notice in writing to the General Partner stating its new address, and the General Partner may change its address by giving such notice to all Partners. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such Partner's address for the purpose of all notices or other communications required or permitted to be given pursuant to this Agreement.

Section 10.2 Amendments. This Agreement may be amended by the General Partner in any manner that does not adversely affect the rights of any Limited Partner. This Agreement may also be amended by action taken by the General Partner, provided that such amendment does not discriminate among the Limited Partners.

Section 10.3 Sale or Pledge of Assets. All or substantially all of the Partnership's assets may be sold or pledged or the Partnership may be dissolved by the affirmative vote of one hundred percent (100%) in interest of all outstanding Limited

Partnership Interests (not including any Limited Partnership Interest held by the General Partner) at a meeting called and conducted in accordance with Section 10.2, above. However, nothing contained in this Section 2.11, above, or in any other Section of this Agreement shall imply that the Limited Partners have any rights of management or control over the operations of the Partnership.

Section 10.4 Execution. This Agreement may be executed in more than one counterpart with the same effect as if the Partners executing the several counterparts had all executed the same counterpart.

Section 10.5 Successors in Interest. (a) Each of the Partners covenants for it, its heirs, executors, administrators, successors, assigns and legal representatives that it will, at any time on demand after its withdrawal from the Partnership, contribute to any of its former Partners its proportionate share of any liability, judgment or cost of any kind (including the reasonable cost of the defense of any suit or action and any sums which may be paid in settlement thereof) that may be incurred by any former Partners on account of any matters or transactions occurring during the time it was a Partner. The amount of such contribution shall not, in the case of a former Limited Partner, exceed the then balance of its Book Capital Account at the time it ceased to be a Limited Partner plus the amount of distributions theretofore made to it, if any, plus interest thereon. Such proportionate share of liability, judgment or cost of any kind shall be determined from this Agreement as it existed at the time such matter or transaction occurred.

(b) Each of the Partners covenants that neither it nor its heirs, executors, administrators, successors, assigns, or legal representatives, nor any person or persons claiming through or under it, will file a bill for a Partnership accounting or otherwise proceed adversely in any way whatsoever against the other Partners or the Partnership, except in an action for fraud.

(c) This Agreement and all of its terms and provisions shall be binding upon and shall inure to the benefit of the Partners and their respective legal representatives, heirs and successors and assigns. Any person subsequently admitted to the Partnership as a General Partner or Limited Partner shall be subject to all of the provisions of this Agreement as if an original signatory hereto.

Section 10.6 Governance. Each of the parties hereto agrees that if any action shall be taken pursuant to this Agreement by the required percentage in interest of the Partners, it will execute any such writing or instrument as may be necessary to carry out and perfect such action notwithstanding that said party may not have assented thereto or may have objected thereto. Partnership action covered within the scope of this clause includes, but is not limited to, the adoption of any Certificate of Limited Partnership or any amendment thereto, any instrument effecting or evidencing the withdrawal of a Partner and any amendment or supplement to this Agreement.

Section 10.7 Arbitration. The parties hereto agree that all controversies and disputes between and/or among any of the parties hereto with respect to the meaning,

construction, validity and/or enforceability of this Agreement or which may arise in connection with any transaction contemplated by this Agreement shall be determined by arbitration in accordance with the rules of the American Arbitration Association applying Idaho law; provided however, that (a) the arbitrator(s) shall be experienced and knowledgeable in industry standards and practices and in the matters under dispute, (b) the authority of the arbitrator(s) shall be limited to construing and enforcing the terms and conditions of this Agreement as expressly set forth herein, and (c) the arbitrator(s) shall state the reasons for, and the factual determinations, legal analysis and legal conclusions underlying, their award in a written opinion. The award of the arbitrator(s), or a majority of them, shall be final, and judgment upon the award may be confirmed and entered in any United States court, state or Federal, having jurisdiction.

*IN WITNESS WHEREOF*, this Agreement is executed by and has become effective (i) as to the General Partner and the Initial Limited Partner, as of the Initial Closing Date and (ii) as to the other Limited Partners, as of the date their subscriptions for Interest are accepted by the General Partner, as reflected in the applicable Subscription Agreements.

**Profits Plus Capital Management, LLC**  
A Delaware Limited Liability Company  
General Partner

**INITIAL LIMITED PARTNER**

By: \_\_\_\_\_

Robert Coleman

Its: Managing Member

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)