

Partnership Agreement Club Biomed

THIS AGREEMENT OF PARTNERSHIP, effective as of June 1, 2002, by and between the undersigned as General Partners and among additional Partners that may join the group from time to time, to wit:

NOW, THEREFORE, IT IS AGREED:

1. **Formation.** The undersigned hereby form a General Partnership (the “Partnership”) in, and in accordance with and subject to the laws of the State of New York.
2. **Name.** The name of the Partnership shall be ‘Club Biomed.’
3. **Term.** The Partnership shall begin on June 1, 2002, and shall be an ongoing concern unless terminated as provided in item 17.
4. **Purpose.** The only purposes of the Partnership are:
 - to study and better understand the biotechnology, pharmaceutical, medical device, and health care delivery industries and
 - to invest the assets of the Partnership solely in stocks, bonds, mutual funds or other securities (“securities”) in these sectors or an interest bearing cash account for the education and benefit of the Partners.
5. **Meetings.** Meetings will be held on the third Wednesday of each month with the exception of August and December or on alternative dates as determined by the Partners. It is expected that Partners will attend all meetings, although it is recognized that this may not always be possible. Individual Partners or small groups of Partners will be expected to present financial analysis about individual securities and present recommendations to the Partnership about decisions to buy or sell. After presenting a company, Partners will provide a synopsis of their opinion, including potential buy and sell recommendations, and relevant discussion. This information will be posted on the web and become part of the Partnerships records (see Recording Partner, item 9).
6. **Capital Contributions from Partners.** The Partners must make capital contributions to the Partnership on the date of each periodic meeting in such amount of \$25, \$50, \$75, or \$100. Each Partner will be issued Units to represent their ownership in the Partnership (see items 7 & 8 for definition of Units and the method used to calculate the value of Units).
 - After the end of the first full fiscal year (Jan 1, 2004) no single Partner’s capital shall exceed 20% of the total.
 - Units issued for payment in arrears will be calculated at the value of the Unit at that time.

- Contributions received more than one week after the meeting will be credited to the next meeting and will result in the Partner being in arrears and losing voting privileges for the next meeting.
- Partners may pre-pay capital contributions up to one year in advance and Units will be issued at the price calculated at the time the contribution is made.

Capital Contributions from Associate Partners. The Partnership will accept contributions from those who join as Associate Partners (see item 9). Those who join as Associate Partners may make a contribution in any amount, but the Partnership will not allow the proportion of Associate Partner capital to exceed 40% of the total. Associate Partners do not participate in the management of the Partnership, but they share in profits and losses.

- If a check is returned due to insufficient funds then the Partner or Associate Partner will be required to:
 - (1) Pay for any additional charges incurred by the Partnership and
 - (2) Pay an additional charge of \$25.00 to the Partnership. No Units will be issued for this additional charge.

7. **Value of the Partnership.** One week before the scheduled date and time (“valuation date”) preceding the date of each periodic meeting determine by the Group, the current value of the assets of the Partnership (closing prices), less the current value of the liabilities of the Partnership shall be determined (here and after referred to as “value of the Partnership”). If the market is closed on that day, the prices will be determined on the day before.
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 accounts on that date. Any other method of valuing 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. Accounts will be reported in “Units.” At the time the Partnership begins, each unit will have a value of \$25 and the value of the Unit will be determined before each meeting when the value of the Partnership is determined (on the valuation date, article 7). Additional Units will be assigned on the basis of the Partners contribution and the value of the Unit.
9. **Management.** Each Partner shall participate in the management and conduct of the affairs of the Partnership. Each Partner shall have votes according to the following ownership schedule except that those who are not current with their capital contributions will not be allowed to vote until one meeting after they have become current:

Number of units owned	Number of votes
0-4	0
5-10	1
11-20	2
21-30	3
>30	4

Voting:

- All decisions about the purchase or selling of securities must be approved by 50% of the voting shares present.
- Administrative issues not discussed in other articles of this document must be approved by 60% of the voting shares present.
- Changes in this document must be approved by 60% of voting shares present at two consecutive meetings before taking effect.
- Partners may allow another Partner to represent their interests and vote on their behalf. To exercise this option, a signed letter specifying the agent must be presented to the Financial Partner before the meeting begins. The Club provides a Standard form for this purpose.

Partnership meetings and business will be conducted by the following individuals:

Two Agents will be responsible for maintaining the brokerage account and executing instructions from the Partnership to buy securities, sell securities, or make payments to Partners who withdraw. Initially, John A Wagner and Steve Gross will serve as Agents, but they may be replaced as indicated in the 'investment club account agreement', which has been filed with the Partnership's Broker.

One Presiding Partner will be responsible for:

- Establishing an agenda, which will generally include:
 1. Social phase, accepting contributions & call to order
 2. Roll call & introductions of new members and visitors
 3. Minutes
 4. Treasurer's report
 5. Portfolio and stockwatcher's report (which will include a recommendation to agree or disagree with recommended Proxy votes to shareholders of securities held by the Partnership)
 6. Members Stock presentations
 7. Educational presentations
 8. Old Business (left over from previous meeting)
 9. New Business
 10. Announcements & Adjournment
- Chairing the meeting,
- Restating motions to buy and sell securities,
- Coordinating the research activities of the Partners,

- Appointing a three person audit committee in December of each year,
- Publishing & maintaining the Club Biomed web site.

When authorized by the membership or the Partnership agreement, the Presiding Partner will sign checks issued against the Partner's accounts. An **Assistant Presiding Partner** (Or another designated Partner) will take these roles if the Presiding Partner is not available. John A Wagner and Steve Gross will act as Presiding Partner and Assistant Presiding Partner and they can be replaced by the Partners when either resigns or is removed by a 60% vote.

A Financial Partner will be responsible for:

- Keeping a complete set of books,
- Evaluating the value of the Partnership before each meeting (see item 7),
- Accepting capital contributions and assigning Units to Partners,
- Reporting the holdings and value of the Partnership at the beginning of each meeting,
- Report on any checks issued from the Partnership account,
- Assigning the voting rights and the number of votes to each Partner at the meeting,
- Be the official contact for written statements assigning proxy votes,
- Counting votes,
- Reporting the holdings and value of the Partnership on the web site,
- Reporting tax liabilities to each Partner (on schedule K1),
- Filing a Partnership Return (Partnership Return Form 1065).

An Assistant Financial Partner will verify the report of the treasurer and comment on potential discrepancies.

A Recording and Procedural Partner will:

- Rule on any points of order as required by the chair or other Partners relying on *Robert's Rules of Order*, if needed,
- Assist the Financial Partner in counting votes,
- Record any buy or sell recommendations from the Partners and the action of the Partnership on those recommendations,
- Keep a record of attendance of all Partners,

Election of Officers. Annual elections will be held for the positions of (1) Financial Partner, (2) Assistant Financial Partner and (3) Recording and Procedural Partner will be held in February starting with the year 2004. Carlos Dedesma will set up the records and act as the first Financial Partner. Steven Pitt will be the initial Assistant Financial Partner. Garret DeYulia will be the first Recording and Procedural Partner. Elections for Presiding Partner and Associate Presiding Partner will be held at that same time if these offices are open. If an office is open at any time, an election will be held at the next meeting.

Partners will:

- Make monthly contributions in a timely manner.
- Attend Partnership meetings on a regular basis.
- Participate in the evaluation of companies and securities and present this information to the group in oral and written form.
- Participate in the educational activities of the Partnership.
- Occasionally serve on the Partnership's Audit Committee.

Partners who miss three consecutive meetings or five meetings in one year will no longer be a Partner, but will be deemed a Associate Partner. To restore Partnership Privileges the individual must attend two consecutive meetings and pay all monthly contributions that are in arrears, unless the Presiding Partner agrees to accept a partial payment. Units issued for payment in arrears will be calculated at the value of the Unit at the time they are received.

Associate Partners may make contributions to the Partnership, but may not participate in management or hold special positions. Although Associate Partners do not have any vote in any Partnership decisions. Associate Partners arise as follows:

- Individuals who join as Partners may become temporarily become Associate Partners if they do not-fulfil the expectations for Partners outlined above.
- Individuals who join as Partners, but can no longer participate in Partnership meetings because they have left the community or have other special situations, may choose to become Associate Partners by informing the group of this fact.
- Individuals or Institutions who can't fully participate in the activities of the Partnership because of scheduling difficulties may join as Associate Partners as described above (article 9) but they are expected to periodically participate in educational activities.
- Associate Partners who find it possible to routinely attend Club Biomed meetings can request to become full Partners and fulfill the requirements of regular Partners, including voting.

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. Likewise, any income generated by the Partnership will be allocated to Partners and Associate Partners in proportion to their ownership. The Partnership will retain income generated from dividends, interest, or sales of securities.
11. **Books of Accounts.** Books of accounts of the transactions of the Partnership shall be kept by the Financial Partner and at all times be available and open to inspection and examination by any Partner.
12. **Annual Accounting.** Every six months, a full and complete account of the conditions, value, securities positions, and total value of the Partnership shall be made and posted on the web site maintained by the Presiding Partner.
13. **Broker Account.** None of the Partners of this Partnership shall be a broker. The Partnership will establish a cash brokerage account with E*Trade financial or another

broker as agreed by the Partnership, for the purchase or sale of securities and for maintenance of a money market account. Securities owned by the Partnership shall be held in the Partnership name unless another name shall be designated by the Partnership.

Two individuals will be designated 'agents' who will be responsible for the execution of trading instructions from the Partners, as described in the E*Trade Investment club account agreement (or the corresponding agreement of another broker), which will be available on the web and as part of the records of the Partnership.

At the time of a transfer of securities, 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.

14. **No Compensation.** No Partner shall be compensated for services rendered to the Partnership, except reimbursement for expenses.
15. **Additional Partners.** Generally members of the Partnership will be students, fellows, or academic faculty. Since we expect that the majority of the Partners will join the Partnership when they become students or take a position as a fellow, and that many may leave the Partnership after that commitment has been completed, there will be a continuing and predictable turnover of the Partners. Individuals may, of course, choose to become Associate Partners and remain in the Partnership as described above (item 9). Records of the names of current Partners and the records of previous Partners will be scrupulously maintained by the Financial Partner. Partners who have faculty positions may remain Partners for an extended period of time. Additional Partners may be admitted at any meeting, with approval of 60% of the Partners present as long as the total number of Partners does not exceed fifty (50). Applicants should make their interest known to the presiding Partner who will put their application on the agenda of the next meeting. Applicants must be formally proposed by a current Partner.
16. **Removal of a Partner.** Any Partner may be removed by agreement of two-thirds of the Partners at a meeting. Written or electronic 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 of full withdrawal of a Partner noted in paragraphs 18 and 20. The vote action shall be treated as receipt of request for withdrawal.
17. **Termination of Partnership.** The Partnership may be terminated by agreement of two-thirds of the Partners at two consecutive meetings. Written notice of the meeting where termination of the Partnership is to be considered shall include a specific reference to this matter. The Partnership shall terminate upon a two-thirds vote of all Partners at the second meeting. 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 general 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 general Partner's capital account.

18. **Voluntary Withdrawal (Partial or Full) of Capital by Partner.** If a Partner withdraws a part or all of the value of his capital account in the Partnership, and the Partnership shall continue as a taxable entity. After being a member for 5 years, Partners may choose to make a partial withdrawal of capital, but before that time, partial withdrawals are not allowed. The Partner withdrawing a portion or all of the value of his capital account shall give notice of such intention in writing to the Treasurer and the Chairperson. 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 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 20 of this Agreement.

19. **Death or Incapacity of a Partner.** In the event of the death or incapacity of a general Partner receipt of notice of such an event shall be treated as notice of full withdrawal.
20. **Terms of Payment.** In the case of a full withdrawal, payment must be made in cash. After being a member for 5 years, Partners may choose to make a partial withdrawal of capital. Payment may be made in cash. The Partnerships shall transfer to the Partner, withdrawing a portion of 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 selling securities to obtain cash to meet the withdrawal if such a sale is seen as necessary by the remaining partners. The amount being withdrawn shall be paid within 6 meetings after the valuation date used in determining the withdrawal amount.
21. **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 this scope of the Partnership purpose.
 - B. Sell all or part of his interest in the Partnership to any other Partner or other person whomsoever, or enter into any agreement as a 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 the same.
 - D. Use the Partnership name, credit, or property for other than Partnership purposes.

- E. Do any act detrimental to the interest of the Partnership or which would make it impossible to carry on the purpose of the Partnership.

This Agreement of Partnership shall be binding upon the respect of 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.

Signed by all 46 Founding Partner between Friday, April 19-June 21, 2002 in the Spring of 2002

<i>Abner Louisaant</i>	<i>Enrique Mesri</i>	<i>Lorraine Gudas</i>
<i>Adriana Galvan</i>	<i>Francesca Domenech</i>	<i>Mark Wuttke</i>
<i>Andrea Hooper</i>	<i>Garrett DeYulia, Jr.</i>	<i>Mike Keyoung</i>
<i>Arun Anantharam</i>	<i>Gianina Panaghie</i>	<i>Mona Lee</i>
<i>Bryan Soper</i>	<i>Hibiki Kawamata</i>	<i>Neil Harrison</i>
<i>Carlos Dedesma</i>	<i>Hyunsil Han</i>	<i>Omar Vandal</i>
<i>Claudio Alarcon</i>	<i>Imke Ehlers</i>	<i>Rana Sawaya</i>
<i>Constance Hsia</i>	<i>Jeanne Farrell</i>	<i>Samir Kelkar</i>
<i>Dan Su</i>	<i>Jennifer Kwong</i>	<i>Simne Ng</i>
<i>Darren Veach</i>	<i>Joel Smith</i>	<i>Stephen Pitt</i>
<i>Darya Bubman</i>	<i>Johanna Bogulavsky</i>	<i>Steve Gross</i>
<i>Deirdre Mc Garrigle</i>	<i>John Wagner</i>	<i>Susan Browne</i>
<i>Derek Sant, Angelo</i>	<i>Juliana Xu</i>	<i>Thomas Kash</i>
<i>Donald Fischman</i>	<i>Karen Wu</i>	<i>Younghwa Kim</i>
<i>Earl Gordon</i>	<i>Karim Sharif</i>	
<i>Ellen Block</i>	<i>Laura Towart</i>	

End of Partnership Agreement for Club Biomed