# STAR LIGHT

# INVESTMENT CLUB BYLAWS

Provisions of the Bylaws shall not be in conflict with the Partnership Agreement.

## Article I. Purpose

To invest the assets of the Partnership in stocks, bonds, and securities for the financial and educational benefit of the Partners, while employing fundamental principles and techniques of sound investment practices.

## Article II. Meetings (Regular, Special, Quorum)

* Meetings will be held the third **Sunday** of each month and at other times as deemed necessary. Meetings may be canceled or rescheduled by a majority vote of all Partners present in a quorum at a given meeting.
* Time of meeting shall be from **9:00 am** to **12:00 pm**.
* In the month of **December**, the Annual Meeting shall be held in conjunction with the regular business meeting, at which time new officers will be elected and a full and complete Annual Accounting of the financial condition of the Partnership shall be made to the Partners.
* Special meetings may be called at any time by the Presiding Partner. Also, any 5 Partners may request a special meeting through the Presiding Partner, in writing. In all cases, special meetings shall be limited to the stated purpose, which must be communicated in advance to all Partners.
* A quorum of 5 Partners shall be present at any regular or special meeting in order for Partnership business to be conducted, e.g., buy or sell orders. A majority vote of the Partners present is needed to approve any Partnership business not otherwise specified in the Bylaws herein.
* A majority of Partners shall be present at any regular, special, or Annual Meeting before the election of officers or amendments to the Partnership Agreement or Partnership Bylaws can commence. A majority vote of the Partners present is needed to approve amendments to the Partnership Agreement or Bylaws, or to elect officers.
* Each Partner shall have one vote in all matters regardless of his capital account balance.
* Any Partner who fails to attend 2 consecutive regular meetings without being excused by the Presiding Partner from attending, or who fails to attend 3 in any twelve (12) month period, will be considered for termination.
* The use of written proxies is hereby permitted for those Partners unable to attend any regular, special, or Annual Meeting. A proxy vote will be counted when it pertains to a specific issue previously discussed by the Partners, not to issues brought up and decided at the missed monthly meeting.

## Article III. Partner Positions and Duties

Initially on the meeting date when the Partnership Agreement is signed, and thereafter annually at the meeting to be known as the Annual Meeting, or as needed to fill any vacancy, Partners shall be elected by a majority vote of the Partners present, or by appropriate proxy, to the following positions and duties:

* Presiding Partner:  Sets meeting dates and locations, appoints committees, presides over meetings, sees that the resolutions passed by the Partnership are carried out, and develops the educational program for the Partners.
* Assistant Presiding Partner:  Takes the place of the Presiding Partner when he is absent or incapacitated.
* Recording Partner:  Keeps a record of the actions authorized by the Partners, and notifies members of meetings and activities.
* Financial Partner:  Keeps a record of the Partnership's receipts and disbursements and of the members’ interests in the Partnership. Places the authorized Partnership buy and sell orders with the Partnership's broker or transfer agent, or directly through a company, and prepares the Partnership's monthly Liquidation Value Statement.
* Partner: Has signed the Partnership Agreement, been voted into the Club, and signed a statement agreeing to abide by the Partnership Agreement and Bylaws of the Partnership, or is a minor child family member who has a custodial account being managed by a Partner over the age of 21.

Nominations for officer positions will take place in February of each year. If absence from the Annual Meeting is unavoidable, appropriate proxies may be submitted before the Annual Meeting to elect Partners to serve in officer positions.

## Article IV. Removal of an Officer

If an officer of the Partnership (Presiding Partner, Assistant Presiding Partner, Recording Partner, or Financial Partner) does not fulfill duties required as described in Article III, that Partner will be notified in writing of the meeting at which removal from office will be discussed and voted upon. At that meeting, the Partner may present statements to the Partnership in an effort to retain the position.

Removal will occur if so voted by majority of the Partners present at the meeting or voting by appropriate proxy.

## Article V. Guests

Partners may invite guests to any meeting of the Club.

## Article VI. Contributions

Partners will make a minimum monthly investment of $3000 at the regular monthly meeting. Partners may also make optional additional contributions in any $1000 increment(s). Regular monthly contributions normally collected at meetings are due prior to the scheduled meeting for 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 (20%) of the capital accounts of all Partners.

## Article VII. Standing Partners’ Administrative Costs

Each Partner will contribute $1800 yearly (at the Club's anniversary month meeting) to cover administrative costs of the Club. Any Partner maintaining a custodial account will pay $1800 yearly to cover administrative costs for the minor Partner.

## Article VIII. New Partners’ Administrative Costs

New Partners must pay $900 yearly administrative costs at the time of joining if membership occurs within six months of the Club’s latest anniversary month meeting; otherwise, they must pay $900.

## Article IX. Transactions and Valuation Statement

* Transactions:  Buy or sell actions shall be made by majority vote of the Partners present at the meeting. Any vote for such transactions will be put in the form of a motion after membership discussion at a regular meeting. Transactions between meetings cannot be made by polling Partners. If a vote is necessary prior to the regularly scheduled meeting, the Presiding Partner will call a special meeting of the membership.
* Valuation Statement:  The Financial Partner shall prepare a monthly statement of liquidation value, effective the **Friday** before the regularly scheduled monthly meeting.

## Article X. 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.

## Article XI. Annual Accounting

* Each calendar year, a full and complete account of the condition of the Partnership shall be made to the Partners. The annual accounting shall take place at the Annual Meeting for the preceding year.
* All financial transactions shall be reviewed semi-annually by a Partnership Audit Committee.

## Article XII. 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.

## Article XIII. Broker Account

* All securities shall be purchased in the name of the Partnership.
* All securities shall be kept in the Partnership safe deposit box or with the broker.
* The Presiding Partner and the Assistant Presiding Partner shall be the custodians of all securities.

In Witness thereof, the Partners have set their hands, the year, and the date below:

|  |  |  |
| --- | --- | --- |
| Partner Name | Partner Signature | Date of Signature |
| **Shelley Brown** |  |  |
| **Jim DeStefano** |  |  |
| **Alex Cruz** |  |  |
| **La'Bria Wimberly** |  |  |
| **Tiara Householder** |  |  |
| **Robbie Arrington** |  |  |
| **Anthony Scarpaci** |  |  |
| **John Livigni** |  |  |
| **Anthony Scarpaci** |  |  |
| **Mark Behrang** |  |  |
| **David Ownby** |  |  |
| **Greg Dunn** |  |  |