

## ARTICLES OF ASSOCIATION

These Articles of Association (the Agreement ) are made and effective this 2nd day of September, 2009, BETWEEN: **Oak Summers** (the 'First Partner'), an individual with its main address at: 2125 W.69th Place, Chicago, IL. 60636

AND **Lakiesha Payne** (the 'Second Partner'), an individual with its main address at: 182 Eagle Creek Drive, Erlanger, KY. 41018

The parties agree to be partners under and by the name of **KRUMUNITY** and to engage in the business of providing literature, mentoring and intellectual activities to indigent individuals and incarcerated persons, according to the following terms and provisions:

### 1. DURATION

The partnership association will commence on the execution of this agreement and continue for a period of 2 years, after which it may be continued for another period of 2 years, or for such time as the partners may then see fit.

### 2. CONTRIBUTION

Each of the partners is contributing the partners skill and labor to the partnership, and it is understood that each partner will be paid wages or a salary for such labor as the partner may perform.

### 3. WAGES OR SALARIES

The members of the partnership shall constitute the committee of the whole, which committee shall fix the wages or salaries to be paid.

### 4. MANAGING PARTNER

To conduct and manage the affairs of the partnership, Oak Summers shall be managing partner. Oak Summers shall have the full authority to conduct, manage, operate, and arrange all the business affairs of the partnership, to hire and fire other employees needed to carry on the business, determine the wages and make contracts with the employees, enter into other contracts in the name of and for the partnership, and in general do anything ordinarily done by the manager of a business.

### 5. BOOKS OF ACCOUNT

One member of the partnership shall keep the books of account, and these books shall be open to examination by any member at any reasonable time. Entries shall consist of all money received and expended in and about the business, as well as all equipment or other material purchased for the partnership with partnership funds, and all other matters involving money of the partnership.

### 6. DIVISION OF PROFITS

At the end of each year, or at such time as the committee of the whole may decide, the profits of the partnership shall be distributed in the following proportions: Managing Partner: 51%. Subordinate Partner: 19%. Staff/ Paid Volunteers: 30% equally apportioned. It is agreed, however, that the expenses of the business shall be borne equally and that all operating expenses shall be deducted before profit is determined.

### 7. AMENDMENTS

It is agreed that this partnership agreement may be amended at any time or from time to time in the judgment of the partners, but such amendments shall be formal and written and signed by all of the partners.

IN WITNESS WHEREOF, the parties have executed this agreement in the presence of a Notary on the day and year first below stated.

FIRST PARTNER

SECOND PARTNER

[NAME]

Oak Summers

[NAME]

Lakiesha Payne