JCNA REVISED GROUP (AFFILIATION) AGREEMENT

THIS AGREEMENT IS made this _____ day of _____., 20____ between Jaguar Clubs of North America, Inc., hereinafter referred to as JCNA, and the Misc. Jaguar Club, hereinafter referred to as the "Member Group."

JCNA Bylaws, Article III, provides JCNA shall encourage the organization of and agreements with JCNA groups, and that each duly qualified group shall receive an assigned group agreement in the name of JCNA. Therefore, in consideration of the promises and covenant hereinafter contained, JCNA and the Member Group agree:

1. This agreement supersedes and replaces any and all prior agreements.

2. JCNA recognizes the Member Group and grants it club membership in JCNA, and the Member Group shall have the rights and privileges as provided by JCNA Bylaws and Policies, including the right to representation, and right to address and vote at the AGM or any special meeting.

3. JCNA grants to the Member Group non-exclusive license to use "Jaguar Clubs of North America, Inc.," and the JCNA Logo.

4. The Member Group agrees that it will use such name and logo only in connection with its activities and will not use either in connection with any business or trade nor will it grant or purport to grant to any other company, person or persons the right to use such name or logo without the prior written consent in writing of the JCNA.

5. The Member Group shall carry on in such manner as not to damage the goodwill attached to the name Jaguar or JCNA, nor to bring the name Jaguar or JCNA into disrepute and will do all such acts and things as may be necessary to maintain the high reputation of these names.

6. The Member Group agrees to adhere to JCNA Bylaws, Corporate and Administrative Policies, and meet standards that all member groups are required to meet in order to qualify as JCNA Member Groups, and among these standards, more specifically:

- A. to publish, at regular intervals, a newsletter or other publication which is distributed to its club members.
- B. to operate in accordance with general policies established by JCNA.
- C. its constitution or bylaws may not be inconsistent with those of JCNA.
- D. all members of the Member Group shall be members in good standing of JCNA and pay annual dues to JCNA.
- E. that under no circumstances shall JCNA be responsible for any debts incurred by

the Member Group, unless, prior to incurring such debt, the JCNA Board of Directors provides written approval.

- F. the Member Group has a the right to withdraw from JCNA on one month's written notice to the JCNA President, but only after the entire local group membership has been polled in writing and a majority indicates such action should be taken. Written proof of the vote must accompany the withdrawal notification. No other means of withdrawal is acceptable. Dues will not be refunded.
- G. that if the Member Group fails to meet the minimum standards of performance or by any actions deemed to bring the name of JCNA into disrepute, that this Group Agreement may be revoked as provided JCNA Bylaws and Policy.
- H. that it will conduct affairs in a reasonable business manner.

IN WITNESS WHEREOF	
(Officer Name and Club Title)	
on behalf of	
(Club Name)	
have set their hands to be effective the day and year first above written.	
Club Witness	Club Witness
Club's bylaws reviewed by the JCNA Legal Counsel this:	/ <u></u>
JCNA Legal Counsel	Drinked Name of ICNA Local Councel
Signature of JCNA Legal Counsel	Printed Name of JCNA Legal Counsel
Reviewed by the JCNA Board of Directors this: / /	
Approved by the JCNA president this: //	
JCNA President Signature	JCNA President Printed Name