

**[NAME OF LIMITED PARTNERSHIP]  
TRADING PROGRAM NUMBER [NO.]**

**PARTNERSHIP AGREEMENT**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and made between [**GENERAL PARTNER**] as General Partner and [**INITIAL LTD PARTNER**] as the Initial Limited Partner and each and every person who subscribes for and pays the subscription price for a Unit and is accepted as a Limited Partner in the Partnership, or who is a successor of any such person and who becomes a Limited Partner upon being registered as such.

**WHEREAS** [general partner] as General Partner and [initial ltd partner] as the Initial Limited Partner have agreed to form the Limited Partnership in accordance with the terms and for the purpose hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements contained in this Agreement, the Parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless otherwise required, the following words or expressions shall have the following meanings:

- (a) "Affiliated Entity" means:
  - (i) any person, firm or corporation owned or controlled, directly or indirectly and whether through the ownership of securities of intermediary corporations or otherwise, by the General Partner or in which the General Partner owns or controls, or has a right to acquire, any shares or other securities or other interests sufficient to own or control, directly or indirectly, the person, firm or corporation;
  - (ii) any partnership, unincorporated association, joint venture or syndicate in which the General Partner is a partner, member or party or in which any affiliated entity is a partner, member or party;
  - (iii) any person, firm or corporation that owns or controls, directly or indirectly and whether through the ownership of securities or intermediary corporations or otherwise, or has a right to acquire shares or other securities of or other interest sufficient to own or control, directly or indirectly, the General Partner;
  - (iv) any person, firm or corporation owned or controlled, directly or indirectly and whether through the ownership of shares of intermediary corporations or otherwise, by any person, firm or corporation referred to in items (i), (ii) or (iii) above, or any continuation thereof, or in which any person, firm or corporation referred to in items (i), (ii), or (iii), above owns or controls, directly or indirectly, or has a right to acquire, any shares or other securities or other interests sufficient to own or control, directly or indirectly, the person, firm or corporation.
- (b) "Accountant" means such accountant who is appointed by the General Partner as an accountant for the Partnership;
- (c) "Business" means the business of engaging [initial ltd partner] for a period of approximately six (6) months and to end no later than [end date] to buy and sell commodities contracts of the Commodities Market under a specialized program developed expressly, solely and exclusively for the Partnership;
- (d) "Capital" means the aggregate amount contributed to the Partnership by all Limited Partners as consideration for the issuance of Units;

- (e) "Commodities Market" means the entire scope of commodities futures contracts traded on the Chicago Board of Trade Exchange, the Chicago Mercantile Exchange, the New York COMEX Exchange and the New York Mercantile Exchange;
- (f) "Dollar" or "\$" means currency of the United States of America;
- (g) "Extraordinary Resolution" means a resolution passed by Limited Partners then holding voting rights, the aggregate number of whose Units represents not less than 75% of the then-outstanding Voting Units, who voted in person or by proxy in respect of such resolution at a meeting of Limited Partners, or any adjournment thereof, called for the purpose of considering such resolutions, or a resolution consented to in writing by Limited Partners then holding Voting Units, the aggregate number of whose Voting Units represents not less than 75% of the then outstanding Voting Units;
- (h) "General Partner" means at any particular time, the party to this Agreement who has executed the Agreement as General Partner and is then holding office as General Partner;
- (i) "Interest" means the right, title and interest of Limited Partners in and to the Partnership at any time as determined by their Sharing Ratios and pursuant to the provisions of this Agreement;
- (j) "Initial Limited Partner" means [initial ltd partner];
- (k) "Limited Partner" means a person who is shown as a Limited Partner on the Certificate filed pursuant to the provisions of *The Partnership Act* in respect of the Partnership as amended from time to time, save and except the Initial Limited Partner;
- (l) "Ordinary Resolution" means a resolution passed by Limited Partners then holding Voting Units, the aggregate number of whose Voting Units represent more than 50% of the then-outstanding Voting Units, who voted in person or by proxy in respect of such resolution at a meeting of Limited Partners, or any adjournment thereof, called for the purpose of considering such resolution, or a resolution consented to in writing by Limited Partners then holding Voting Units, the aggregate number of whose Units represents more than 50% of the then outstanding Voting Units;
- (m) "Partner" means any Limited Partner or the General Partner;
- (n) "Partnership" means the Limited Partnership formed pursuant to the terms of this Agreement as amended from time to time;
- (o) "Partnership Act" means the *Partnership Act*, Chapter P-2 of the Statutes of Alberta, 1980 and all amendments thereto;
- (p) "Person" means an individual, corporation, body corporate, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (q) "Sharing Ratio" of a Limited Partner means the ratio of the number of Units held by a Limited Partner to the aggregate number of Units held by all Limited Partners;
- (r) "Subscription Form" means the Subscription Form and Power of Attorney as adopted by the Partnership from time to time;
- (s) "Unit" means a unit in the capital of the Partnership as provided in Article 3 hereof;
- (t) "Unit Certificate" means the certificate as adopted by the Partnership from time to time;
- (u) "Voting Unit" means a Unit to which has then attaching to it voting rights.

## 1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Persons shall be deemed to be dealing at arm's length with one another if they would be dealing at arm's length with one another for purposes of *The Income Tax Act* (Canada), as amended;
- (b) "This Agreement" or "Partnership Agreement" means this Limited Partnership Agreement as it may from time to time be supplemented or amended;
- (c) The headings are for convenience only and do not form a part of this Agreement nor are they intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof;
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them and all computations made pursuant to this Agreement, except as expressly provided otherwise, shall be made in accordance with generally accepted accounting principles;
- (e) All references to currency herein are references to currency of the United States of America;
- (f) Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superceding the statute so referred to or the regulations made pursuant thereto;
- (g) Any reference to an entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity;
- (h) Any reference to "approval", "authorization" or "consent" of the General Partner means the written approval, written authorization or written consent of the General Partner; and
- (i) Words importing the masculine gender include the feminine or neuter gender or a body corporate and words in the singular include the plural and vice versa.

## ARTICLE 2 - RELATIONSHIP BETWEEN PARTNERS

### 2.1 Formation of Partnership

The General Partner and the Initial Limited Partner confirm that they have formed the Partnership and covenant to prepare, complete and file the Certificate required by *The Partnership Act* and to do all things and execute and deliver all such documents, instruments and assurances as may be necessary to constitute and form the Partnership as a Limited Partnership.

### 2.2 Business of the Partnership

The Partnership shall conduct only the Business; provided however that if at anytime the Partnership's Capital account balance drops below fifty (50%) per cent of the aggregate capital contributions of the Limited Partners, the Partnership will end the Business immediately by causing the sale of all its contracts in the Commodities Market and Article 12 hereof shall apply.

### 2.3 Principal Office

The Principal Office of the Partnership shall be in the City of [city], Alberta.

**THIS IS A 17-PAGE DOCUMENT.**