FISCAL YEAR PARTNERSHIP AGREEMENT

THIS AGREEMENT made effective as of the _____ day of _____, _____.

BETWEEN:

[NAME OF PARTNER 1]
[address]

- and -

[NAME OF PARTNER 2]
[address]

(hereinafter individually referred to as a "Partner" and collectively as the "Partners")

1. NAME AND BUSINESS

The Partners hereby form a partnership under the name of _____ [name of Partnership] (the "Partnership"), to conduct a _____ [describe type of business] business. The principal office of the business shall be at _____ [address of Partnership office].

2. TERM

The Partnership shall begin on _____ [date] and shall continue until terminated as herein provided.

3. CAPITAL

The capital of the Partnership shall be contributed in cash by the Partners as follows:

[Name of Partner 1]	$_____
[Name of Partner 2]	$_____

A separate capital account shall be maintained for each Partner. Neither Partner shall withdraw any part of his/her capital account. Each Partner's capital account shall be determined and maintained throughout the term of the Partnership in accordance with the requirements of Section 704(B) of the Internal Revenue Code of 1986, or its counterpart in any subsequently enacted Internal Revenue Code (the "Code"), and any of the Treasury Regulations (the "Regulations") promulgated from time to time thereunder.

4. PROFIT AND LOSS

The net profits of the Partnership shall be divided equally between the Partners and the net losses shall be borne equally by them. A separate income account shall be maintained for each Partner. Partnership profits and losses shall be charged or credited to the separate income account of each Partner. If a partner has no credit balance in his/her income account, losses shall be charged to his/her capital account. The profits and losses of the Partnership shall be determined in the manner in which the Partnership reports its income and expenses for federal income tax return purposes.

5. SALARIES AND DRAWINGS

Neither Partner shall receive any salary for services rendered to the Partnership. Each Partner may, from time to time, withdraw the credit balance in his/her income account. No additional share of profits shall accrue to either Partner by reason of his/her capital or income account being in excess of the capital or income account of the other Partner.