

PARTNERSHIP AGREEMENT

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

BETWEEN:

[NAME OF PARTNER 1]
[address]

- and -

[NAME OF PARTNER 2]
[address]

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

1. Partnership Name

The name of the Partnership is: _____.

2. Business of the Partnership

The business of the Partnership shall be the general stock, bond and commodity brokerage and commission business, and shall include dealing (as principal or agent) in stocks, bonds, cotton, grain, produce, metals and other securities and commodities.

3. Duration of Partnership

The Partnership shall commence on the date of this Agreement and will continue until terminated as hereinafter provided.

4. Place of Business

The Partnership's principal place of business shall be at _____ (*insert address*). All Partnership books and records shall be kept at the above address. The principal place of business may change if both parties provide written consent.

5. Capital Contributions

The capital contributions of the Partners shall be as follows:

Name of Partner	Capital Contribution	
	\$ _____	\$ _____ of which represents the value of a membership on the New York Stock Exchange, the use of which shall be for the exclusive benefit of the Partnership.
	\$ _____	\$ _____ of which represents the value of a membership on the Chicago Board of Trade, and \$ _____ of which represents the value of a membership on the Chicago Stock Exchange, the use of which shall be for the exclusive benefit of the Partnership.

Each of the Partner's shall receive interest at the rate of _____ (____%) percent per annum on that Partner's respective capital contribution, which shall be payable on the first (1st) day of January, April, July, and October of each year during the term of the Partnership.

It is expressly agreed among the Partners that the use of the memberships on the New York Stock Exchange, Chicago Stock Exchange and Chicago Board of Trade ("Memberships") contributed by the

Partners as shown above shall be considered, to the extent necessary for the protection of the creditors of the Partnership, to be assets of the Partnership.