

T H E  
PYRAMID TRADING GROUP  
(GENESIS POOL)

December 2, 1985

## RISK DISCLOSURE STATEMENT

YOU SHOULD CAREFULLY CONSIDER WHETHER YOUR FINANCIAL CONDITION PERMITS YOU TO PARTICIPATE IN A COMMODITY POOL. YOU MAY LOSE A SUBSTANTIAL PORTION OR EVEN ALL OF THE MONEY YOU PLACE IN THE POOL.

IN CONSIDERING WHETHER TO PARTICIPATE IN A COMMODITY POOL, YOU SHOULD BE AWARE THAT TRADING COMMODITIES CAN QUICKLY LEAD TO LARGE LOSSES AS WELL AS GAINS. SUCH TRADING LOSSES CAN SHARPLY REDUCE THE NET ASSET VALUE OF THE POOL AND CONSEQUENTLY THE VALUE OF YOUR INTEREST IN THE POOL. ALSO, MARKET CONDITIONS MAY MAKE IT DIFFICULT OR IMPOSSIBLE FOR THE POOL TO LIQUIDATE A POSITION.

COMMODITY POOLS ARE SUBJECT TO CHARGES FOR ADVISORY AND BROKERAGE FEES. THIS DISCLOSURE DOCUMENT CONTAINS A DESCRIPTION OF EACH EXPENSE TO BE CHARGED TO THIS POOL.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER SIGNIFICANT ASPECTS OF PARTICIPATING IN A COMMODITY POOL. YOU SHOULD THEREFORE CAREFULLY STUDY THIS DISCLOSURE DOCUMENT AND COMMODITY TRADING BEFORE YOU DECIDE TO PARTICIPATE IN A COMMODITY POOL.

The commodity pool operator of this pool is not required to register and has not registered with the Commodity Futures Trading Commission. Therefore, unlike a registered commodity pool operator, this commodity pool operator is not required by the Commission to furnish a Disclosure Document, Periodic Account Statements, and an Annual Report to participants in the pool.

As per section 4.13 of the Commodity Exchange Act, the commodity pool operator of this pool believes that he is exempt from registration with the National Futures Association and the Commodity Futures Trading Commission because this pool contains less than 15 participants as limited partners and the total gross capital contributions he receives for this pool or intends to receive is less than \$200,000. The pool operator further intends not to operate any other additional pools concurrently with this pool unless first becoming registered with the National Futures Association and the Commodity Futures Trading Commission.

Lind-Waldock and Company shall be the initial broker for the Pyramid Trading Group Limited Partnership. It is expressly understood that Lind-Waldock and Company shall make no trading decisions for the Partnership and therefore both the General Partner and the Limited Partner indemnify, release and hold harmless Lind-Waldock and Company for any trading decisions made on behalf of the Pyramid Trading Group Limited Partnership.

Garth H. Gibson  
GENERAL PARTNER:

Paul A. Silver  
Signature

25 ELAM ST  
Address

WICKFORD RI 02852  
City, State & Zip

PHONE NO: 401-295-1793

Limited Partner:

Signature

Address

City, State & Zip

PHONE NO:

# Certificate of Limited Partnership

- 1.) The name of the Limited Partnership shall be known as The Pyramid Trading Group.
- 2.) The character of the business of the Limited Partnership shall be to engage in the speculative trading of commodities.
- 3.) The location of the offices of the Limited Partnership are located at 25 Elam Street, Wickford, Rhode Island 02852.
- 4.) The name and address of the General Partner for the Limited Partnership is Mr. Garth H. Gibson, 25 Elam Street, Wickford, Rhode Island 02852.
- 5.) The term of the operation of the Limited Partnership Agreement shall be perpetual. Pursuant to the terms of the Limited Partnership Agreement such that should the initial contribution(s) of the limited partner decrease to 25% of its original value, the Limited Partnership Agreement and the Partnership itself shall be terminated and dissolved.
- 6.) The limited partners individual contribution is See Annex A The value of the limited partners contribution shall be \$1,000 per unit.
- 7.) Additional contributions by the limited partner may be accepted or rejected by the General Partner at any time for any reason. There shall be no requirement of the limited partner to at anytime make additional contributions to the Partnership. The limited partner may, however, voluntarily submit additional contributions to the General Partner with the understanding that the General Partner may, at his sole discretion, either accept or reject such additional contributions by the limited partner.
- 8.) There is no specific time that the contribution of the limited partner shall be returned to the limited partner. As stated in the Limited Partnership Agreement no return of limited partners contribution will be made in the first six (6) months from the commencement of trading operations. The limited partner understands and agrees to the terms of The Partnership Agreement concerning the redemption of units and return of contributions.
- 9.) All profits will be shared equally among limited partners in the ratio that each limited partners capitol account bears to all accounts in the Partnership.
- 10.) As stated in the Limited Partnership Agreement, there shall be no right given to any limited partner to assign, transfer, substitute or otherwise replace with another person his/her right(s) to individual contributions and total value of units held in the Partnership as well as any other rights as provided in the Agreement entitled to the limited partner.
- 11.) As stated in the Limited Partnership Agreement, the limited partner(s) shall have no right given to admit additional limited partners. The General Partner shall have sole discretion to admit additional limited partners.
- 12.) As stated in the Limited Partnership Agreement, no limited partner shall be entitled to any priority or preference over any other limited partner with regard to the return of contributions of capitol or the distribution of any profits or otherwise in the affairs of the Partnership.

- 13.) Upon the death of the General Partner, Mr. Garth H. Gibson, of The Limited Partnership, The Limited Partnership Agreement and the Partnership itself shall be terminated and trading operations ceased and the business affairs of the Partnership completed in accordance with the terms set forth in The Limited Partnership Agreement.
- 14.) No rights shall be given to any limited partner to demand and receive any property other than cash in return for the value of his/her units (capital account) of the Partnership.

All requirements are binding to and part of the attached Limited Agreement.

ANNEX A

I, Garth H. Gibson in the witness hereof do execute the foregoing instrument individually and as attorney in fact for Arthur H. Etchells, Peter A. Aubin, Ronald B. Sweatt, Ermelinda E. Sweatt, Mary Ann Phaneuf, Carol H. Livernoche, Frank L. Roediger, William Panteleakos, and do so by my own free act and deed individually and as General Partner on behalf of The Pyramid Trading Group Limited Partnership.

Name and Address	Initial Contribution	Signature
Arthur H. Etchells		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
62 Dukeland Dr. Woodstock, CT 06281	\$3000	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Peter A. Aubin		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Stone St. Danielson, CT 06239	\$2000	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Ronald B. Sweatt		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
62 Box 102 B Pomfret Ctr. CT 06259	\$1500	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Ermelinda E. Sweatt		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
RFD2 Box 102 B Pomfret Ctr. CT 06259	\$1500	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Mary Ann Phaneuf		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Rocky Hill Road, Woodstock, CT 06281	\$2000	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Carol H. Livernoche		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Box 492 Sterling Hill Rd. Moosup CT 06354	\$2000	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
Frank L. Roediger		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
5 Collelo Ave. PO Box 595 Moosup CT 06354	\$3000	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
William Panteleakos		<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>
RTE6 Box 1062 Brooklyn CT 06234	\$4000	<i>Garth H. Gibson</i> <u>ATTORNEY IN FACT</u>

State of MADE ISLAND

County of PROVIDENCE

SS:

On this 5TH day of DECEMBER, 19 85, before me personally appeared

GARTH M. GIBSON, to me known and known to be the person(s) described in and who executed the foregoing instrument, and he (they) duly acknowledged to me that he (they) executed the same.

Notary Public

ELAINE M. BARBOZA, Notary Public  
State of R. I. and Providence Plantations  
My Commission Expires June 30, 1986

My commission expires on

REGISTRATION:

Please Print  
Name(s) in which  
Interests are to  
be registered

First Name

Initial

\_\_\_\_\_  
Last Name

First Name

Initial

Last Name

TAXPAYER I.D. No.

Street Address

MAILING ADDRESS

City

State

Zip Code

RESIDENCE  
ADDRESS

Street Address

(if different  
than above)

City,

State

Zip Code

(Post Office Box, c/o Address or Business Address Not Acceptable)

Telephone  
Number

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Business

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CASH	50.00
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