

**Security Agreement
Assignment of Hedging Account (the "Agreement") Version 2007¹**

Please read carefully, sign and return to [_____] ("Commodity Intermediary")

WHEREAS, the undersigned debtor ("Debtor") carries one or more accounts as identified below (individually and collectively, the "Account") with the undersigned Commodity Intermediary ("Commodity Intermediary"), a futures commission merchant, for trading in futures contracts and options on futures contracts and related activities pursuant to agreements between Commodity Intermediary and Debtor (the "Client Agreement"); and

WHEREAS, Commodity Intermediary has a first priority lien on, security interest in and right of set-off (the "Senior Security Interest") against the Account and all of Debtor's Property (as hereinafter defined) to secure any and all Commodity Intermediary Indebtedness (as hereinafter defined);

WHEREAS, Debtor is now or may hereafter become indebted to the undersigned Secured Party ("Secured Party") and has granted to Secured Party a junior security interest ("Junior Security Interest") in the Account and Debtor's Property pursuant to other agreements and/or as set forth below.

Any terms used in this Agreement which are also used in Article 8 or 9 of the Uniform Commercial Code in effect in the State of New York from time to time (the "UCC") shall be construed pursuant to the UCC.

NOW THEREFORE, the parties agree:

1. **Security Interest:** As security for the payment and performance of all indebtedness, liabilities and obligations of Debtor to Secured Party, whether now existing or hereafter arising, absolute or contingent, direct or indirect, due or to become due, Debtor hereby grants to Secured Party a Junior Security Interest in the Account and all accounts, assets, cash or currency, commodities, commodities contracts, documents of title, financial assets, general intangibles, goods, investment property, inventory, property, securities or securities entitlements, and tangible property of the Debtor, including all proceeds of the foregoing, which may now or at any time in the future be credited to or held by or for Commodity Intermediary in the Account or due from any exchange or clearing house in respect of the Account (collectively, the "Property"); **provided however** that Secured Party's Junior Security Interest is subject and subordinate to Commodity Intermediary's Senior Security Interest to the extent and only to the extent such Senior Security Interest secures any and all obligations owing to the Commodity Intermediary, including any and all margin, settlement or payment obligations and indebtedness of Debtor to Commodity Intermediary wherever, however and whenever arising, including but not limited to regulatory obligations, fees, commissions and deficits or losses arising from the Account, commodity contracts, and any related obligations to any clearing house or exchange ("Commodity Intermediary Indebtedness").

Secured Party acknowledges and agrees that the amount of the Commodity Intermediary Indebtedness may be increased or decreased and the terms thereof may be extended, amended or otherwise modified from time to time without notice to or consent of Secured Party and without

¹ This Security Agreement Assignment of Hedging Account was prepared in consultation with the Futures Industry Association ("FIA"). Any changes or additions to the wording of this standard document must be clearly indicated. Failure to do so constitutes a representation that the document is the Security Agreement Assignment of Hedging Account: FIA Version 2007 and has not been modified in any respect.

affecting the relative priority of the Junior Security Interest and Senior Security Interest. Notwithstanding anything to the contrary contained herein, Secured Party further acknowledges and agrees that Commodity Intermediary shall not be required to act in accordance with a Notice of Exclusive Control (as defined below) or to follow any of Secured Party's instructions with respect to the handling or disposition of the Property until the Commodity Intermediary Indebtedness has been indefeasibly paid in full and Debtor has no further obligations (existing or contingent) under or in connection with the Client Agreement. Debtor acknowledges that this paragraph is solely for the benefit of Commodity Intermediary, that Debtor shall have no rights under this paragraph and that Debtor shall not assert a breach of this paragraph as a defense to payment of the Commodity Intermediary Indebtedness or any obligation of the Debtor to pay the Secured Party.

2. Control Over the Account: Until receipt and acknowledgement by Commodity Intermediary of a written notice that Secured Party will exercise exclusive control over the Account (a "Notice of Exclusive Control"), Commodity Intermediary may act on any direction originated by Debtor concerning the Account. After such acknowledgement by Commodity Intermediary of a Notice of Exclusive Control, Commodity Intermediary, without the further consent of Debtor or notice to Debtor, will cease to comply with notifications, entitlement orders or directions concerning the Account originated by Debtor or Debtor's agent, and Secured Party, acting alone, shall be entitled to direct Commodity Intermediary with respect to any and all Property and transactions in the Account as if the Secured Party were the Debtor. In addition to any rights Commodity Intermediary may have under this Agreement or the Client Agreement, Commodity Intermediary shall have the right to refuse any order and to liquidate the Account upon receipt by Commodity Intermediary of a Notice of Exclusive Control. Any liquidation, sale, purchase and/or cancellation may be made at Commodity Intermediary's discretion on any exchange or other market or through any clearing organization where such business is transacted, at public auction or private sale, without prior tender, demand or call upon Debtor or Secured Party, provided that any such private sale must be conducted in a commercially reasonable manner.

Nothing contained herein shall in any way affect the liability of the Debtor to the Secured Party or the liability of Debtor for obligations arising under the Client Agreement.

Commodity Intermediary shall have no obligation to determine whether Secured Party is authorized to issue a Notice of Exclusive Control and Commodity Intermediary may rely on any notice or instruction believed in good faith to be given by Secured Party. No Notice of Exclusive Control, or other notice, instruction or payment made by Debtor or Secured Party, shall affect Commodity Intermediary's rights under the Client Agreement.

3. Appointment of Secured Party and Application of Funds: Debtor hereby appoints Secured Party as its true, lawful and irrevocable attorney to demand, receive and enforce payments and to endorse instruments, give receipts, releases, satisfactions for, and to sue for monies payable to Debtor, and this may be done in the name of Secured Party or Debtor with the same force and effect as Debtor could do had this Security Agreement not been made. Any and all monies or payments which may be received by Debtor to which Secured Party is entitled under and by reason of this Agreement will be received by Debtor as trustee for Secured Party and promptly delivered to Secured Party in the same form as received, with any necessary endorsements.

4. Copies of Written Communications: Debtor hereby authorizes Commodity Intermediary, and Commodity Intermediary hereby agrees, upon Secured Party's request, to deliver (at the same time

as delivery is required to be made to Debtor) to Secured Party: copies of confirmations of all transactions executed for the Account; and copies of daily and monthly Account statements.

5. Limitation of Liability and Indemnity: Commodity Intermediary shall not be liable for any loss or damage, including counsel fees, (collectively "Claims") resulting from Commodity Intermediary's actions or omission to act or otherwise, except for Claims directly caused by Commodity Intermediary's gross negligence or willful misconduct or breach of its obligations expressly provided for herein.

Debtor agrees to indemnify and hold harmless Commodity Intermediary against all Claims incurred, sustained, or payable by Commodity Intermediary arising out of this Agreement except to the extent directly caused by Commodity Intermediary's gross negligence or willful misconduct.

Secured Party agrees to indemnify and hold harmless Commodity Intermediary against all Claims incurred, sustained, or payable by Commodity Intermediary arising from Commodity Intermediary following the instructions of Secured Party pursuant to this Agreement except to the extent directly caused by Commodity Intermediary's gross negligence or willful misconduct.

Additionally, up to the amount of Property distributed from the Account at Secured Party's direction, Secured Party shall reimburse Commodity Intermediary for any Commodity Intermediary Indebtedness arising after the distribution of funds, provided that the term "Property distributed from the Account at Secured Party's direction" shall not include Property distributed to any person or entity having priority over liens and claims of Commodity Intermediary.

6. Termination: As between Debtor and Secured Party, this Agreement shall remain in full force and effect until canceled in writing by Secured Party. Any cancellation by Secured Party shall be without effect as to Commodity Intermediary until Commodity Intermediary acknowledges receipt of a notice of cancellation by Secured Party, such acknowledgment to be given as promptly as reasonable under the circumstances. Notwithstanding anything contained herein, this Agreement shall terminate: (i) immediately upon the liquidation or closing of the Account under the Client Agreement and the distribution in accordance with this Agreement of all funds credited to the Account following such liquidation or closing; (ii) immediately upon the obligation of Commodity Intermediary to terminate this Agreement under any statute, rule, regulation or applicable law binding upon Commodity Intermediary, provided that Commodity Intermediary shall distribute in accordance with this Agreement all funds credited to the Account following such termination unless it is prohibited from doing so by such statute, rule, regulation or law; or (iii) upon 30 days notice by the Commodity Intermediary to the other parties. Debtor and Secured Party shall make arrangements to transfer Property to another commodity intermediary in accordance with the applicable time frame as determined by the Commodity Intermediary in its commercially reasonable discretion. If Commodity Intermediary receives a Notice of Exclusive Control before the effective termination date, such notice shall, subject to the terms of this Agreement and the Client Agreement, be acted upon in accordance with paragraph 2 of this Agreement.

7. Notices: All notices pursuant to this Agreement shall be in writing. Written notices will be sufficient if sent by the means indicated by each party pursuant to their respective notice contact information detailed in this Agreement, provided however that no notice shall be effective unless receipt is acknowledged by the Commodity Intermediary.

If to Debtor or Secured Party, notices shall be delivered at the address, fax number or e-mail address set forth below their respective signatures or such other contacts as set forth in a notice duly given to the other parties in accordance with this paragraph 7. If to Commodity Intermediary notices shall be delivered at the following **[fax number or e-mail address]** set forth below or as set forth in a notice duly given to the other parties in accordance with this paragraph 7:

| | |
|------------------------|------------------------|
| To | and: |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Tel: _____ | Tel: _____ |
| [Fax:] _____ | [Fax:] _____ |
| [E-Mail:] _____ | [E-Mail:] _____ |

8. Representations and Warranties: Debtor hereby represents and warrants to and covenants with Secured Party and Commodity Intermediary that except for the interest of Commodity Intermediary and the interest of the Secured Party as provided herein the Account has not been nor shall it be transferred, assigned or otherwise encumbered. Commodity Intermediary hereby represents and warrants to and covenants with Secured Party and Debtor that the Commodity Intermediary shall not further transfer, assign or otherwise encumber the Account except as provided in or required by statute, rule, regulation or applicable law binding upon Commodity Intermediary.

9. Amendments: This Agreement constitutes the entire Agreement of the parties and shall not be amended except by the written agreement of all the parties. Any attempt to amend the terms of this Agreement otherwise shall be void.

10. Successors and Assigns: This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns, provided, however, that (a) Debtor may not assign this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld, and (b) Secured Party may not assign this Agreement without the prior written notice to and acknowledgement by the other parties. This Agreement may be assigned by Commodity Intermediary without consent by or notice to the other parties upon the assignment of the Client Agreement or the Account.

11. Counterparts: This Agreement may be executed in any number of counterparts, and by each party separately on a separate counterpart, each of which shall be deemed an original. Such counterparts shall together constitute but one and the same instrument.

12. Severability: Any provision of this agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

13. Governing Law, etc.: This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its choice of law principles. The State of New York shall be deemed to be Commodity Intermediary's jurisdiction for the UCC. Each Party irrevocably waives any right that it may have to trial by jury in any action, proceeding or counterclaim

arising out of or relating to this Agreement. Each of the parties hereto hereby agrees that any legal action or proceeding against any party hereto with respect to this Agreement may be brought in the courts of the State of New York in the City of New York or of the United States of America for the Southern District of New York and accepts and consents to, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Nothing herein shall limit the right of Secured Party or Commodity Intermediary to bring proceedings against Debtor in any other jurisdiction.

14. **Conflicts:** This Agreement is subject to and hereby incorporates by reference the terms of the Client Agreement as may be in force from time to time. The terms of this Agreement or any other agreements or other documents which Debtor may execute from time to time in favor of Secured Party shall not supercede any contrary provision of the Client Agreement, affect the rights or obligations of Debtor or Commodity Intermediary under the Client Agreement, or adversely affect the security interest of Commodity Intermediary under the Client Agreement. In the event of a conflict between this Agreement and the Client Agreement, the Client Agreement shall prevail.

15. **Expenses:** The Debtor agrees to pay on demand all costs and expenses (including without limitation legal fees and disbursements) incurred by the Secured Party in connection with the enforcement or realization by the Secured Party of or upon any of its rights hereunder. All such costs and expenses shall constitute indebtedness secured by the Property, subject to this Agreement and the Client Agreement, and all such amounts shall bear interest until paid in full at the rate agreed upon by the Secured Party and the Debtor.

16. **Miscellaneous:** Debtor will provide Secured Party with a true and complete copy of the Client Agreement and will timely notify Secured Party of any changes thereto.

Dated this _____ day of _____, 2007

ACCOUNTS: _____

ACKNOWLEDGED AND AGREED TO:

Debtor:

By: _____
Name: _____
Title: _____
Address: _____
Address: _____
Tel: _____
Fax: _____
E-Mail: _____

[Commodity Intermediary]

By: _____
Name: _____
Title: _____

Secured Party:

By: _____
Name: _____
Title: _____
Address: _____
Address: _____
Tel: _____
Fax: _____
E-Mail: _____