

STRATEGIC AG TRADING Management Agreement

THIS AGREEMENT is made between Strategic Ag Trading, a Wyoming Corporation (hereinafter referred to as "SAT") and _____ (hereinafter referred to as "Client").

1. CLIENT'S ACCOUNT. Client will open a commodity trading account (the "Account") with _____ (the "Broker"). Client chooses to participate in the _____ program of Strategic Ag Trading. The nominal trading size of the Account shall be _____ dollars (\$_____), and the Account shall be funded with an initial deposit of _____ dollars (\$_____). The initial deposit, all subsequent deposits to and withdrawals from the Account, and all transactions effected in the Account, shall be subject to this Agreement.

2. RECEIPT OF AND SOLE RELIANCE ON DISCLOSURE DOCUMENT. Client acknowledges that he/she has read, received, and understood a Disclosure Document furnished by SAT. Client further acknowledges that no person has been authorized by SAT to make statements in addition to, or inconsistent with, those contained in such Disclosure Document.

3. AUTHORIZATION TO SAT TO ENTER ORDERS FOR THE ACCOUNT. Client appoints SAT as sole attorney-in-fact with respect to the Account to buy, sell, or otherwise trade in commodities, commodity futures contracts, commodity options, and all other foreign or domestic commodity interests. SAT shall have discretionary authority to make all trading decisions for the Account, without prior consultation with Client and without prior notice to Client with respect to such trading decisions.

4. ACKNOWLEDGEMENT OF RISK ASSOCIATED WITH COMMODITY TRADING AND LACK OF GUARANTEE BY SAT. Client is aware of the speculative nature and the high risks associated with commodity trading, including the risk that Client may incur trading losses in excess of the capital contributed to the Account. In addition to the speculative funds represented by the deposits in the Account hereunder, Client has adequate emergency and investment funds. Client acknowledges that the speculative nature of dealing in and with commodity futures contracts and other commodity interests is consistent with Client's investment objectives and financial position. Client shall promptly notify SAT of any material adverse change in its financial position. Client acknowledges no one can guarantee profits or freedom from loss in commodity trading, and understands that SAT cannot and does not imply or guarantee that Client will make a profit and it is agreed that SAT will not be held responsible for trading losses in the Account. Further, it is agreed that in the absence of willful or wanton misconduct or gross negligence, SAT shall not be liable for any act or omission in the course of or in connection with the rendition of its services hereunder.

5. ADDITIONS TO AND WITHDRAWALS FROM THE ACCOUNT. Client may add to and withdraw from the cash balance of the Account to the extent consistent with margin requirements of the Broker and applicable contract markets. Client recognizes that the potential profitability of the Account depends upon long term, uninterrupted investment of capital and that reduction of the Account's Net Asset Value (as defined in Section 6 of this Agreement) could materially and adversely affect the diversification among commodities traded in the Account. Client further recognizes that SAT has complete discretion to terminate this Agreement pursuant to Section 8 below if, in its opinion, the Account's Net Asset Value has significantly decreased.

6. FEES. SAT will charge a client two types of fees: (1) a quarterly management fee equal to 0.5 of 1% of an Account's Net Asset Value at month-end, and (2) an incentive fee as described below.

Incentive fees are payable to SAT at the end of each calendar quarter equal to 20% of the Account's Trading Profits (as defined below).

Net Asset Value means the Account's total assets less total liabilities, determined, except as otherwise set forth below, on the basis of generally accepted accounting principles, consistently applied. For purposes of this calculation: (i) Net Asset Value shall include any unrealized profit or loss in securities and open commodity positions. (ii) All securities and open commodity positions shall be valued at their then market value, which means with respect to open commodity positions, the settlement price as determined by the exchange on which the transaction is effected or the most recent appropriate quotation as supplied by the clearing broker or banks through which the transaction is effected, except that United States Treasury Bills (not futures contracts thereon) shall be carried exactly as they are carried at the futures commission merchant. If there are no trades on the date of the calculation due to the operation of the daily price fluctuation limits or due to the closing of the exchange on which the transaction is executed, the contract will be valued at fair value.

Trading Profits (for purposes of calculating SAT's fee only) during a calendar quarter shall mean (i) the net of profits and losses resulting from all commodity trades closed out during such quarter, plus (ii) the net of any profits and losses on commodity trades open as of the end of such quarter, minus (iii) any profits and losses carried forward on open commodity trades from the preceding calendar quarter, minus (iv) the Account's "Carryforward Loss" (as defined by the following sentence), if any, as of the beginning of the calendar quarter, minus (v) management fees deducted from the account during the quarter, plus (vi) earned interest. If the total of items (i) to (vi) above is negative at the end of the calendar quarter, such amount shall be "Carryforward Loss" for the next calendar quarter.

With regard to the "Carryforward Loss" if the Client withdraws funds from the Account during a period when there is such a "Carryforward Loss", the loss shall be reduced, at the time of the withdrawal, by the percentage obtained by dividing the amount of the withdrawal by the Account's Net Asset Value immediately before the withdrawal.

The quarterly management fee will be paid whether or not the Account has a profit. However, the incentive fees are payable only on increases in the Trading Profits of the Account. For example, if the Account incurs a loss after an incentive fee payment is made, SAT will retain the payment but will receive no further incentive fee in subsequent quarters until the Account's Trading Profit is higher than the Trading Profits at the time the prior incentive fee was paid.

The quarterly management fee is due and payable on the last business day of each calendar quarter and incentive fees are due and payable on the last business day of the applicable period. Shortly after the end of the month, SAT will prepare an invoice setting forth the amount of quarterly management fees and/or incentive fees payable to SAT and shall furnish such invoice to the Broker effecting transactions for the Account. Upon submission of the invoice, SAT is authorized by Client to have these fees deducted directly from the Account. Upon request, SAT shall furnish the Client with a copy of the invoice presented to the Broker. The Client agrees to assure payment to SAT of applicable management fees and incentive fees within fifteen business days of the date such fee invoice is submitted.

The Trading Advisor also maintains relationships with certain floor brokers on various exchanges who may not be associated with a Client's clearing broker. The Trading Advisor reserves the right to direct all trades to the floor brokers it chooses for execution with instructions to "give-up" the Client's clearing broker. The clearing broker is authorized to pay floor brokerage and additional administrative or "give-up" fees to the executing floor brokers directly from the Client's account.

7. RESPONSIBILITIES OF THE BROKER. Client recognizes that SAT will transmit orders on his/her behalf to the Broker but will not directly execute such orders. SAT's responsibilities with respect to any of Client's transactions shall be fulfilled at the time that a complete order has been transmitted to the Broker. SAT shall not be responsible for any acts, omissions or errors of the Broker in executing such orders. The broker shall furnish Client with confirmations of all transactions effected in the Account, monthly statements showing information concerning trading activities in the Account, and other account statements customarily furnished by the Broker to its customers. The furnishing of such reports shall be the sole responsibility of the Broker, and Client recognizes that SAT is not required to furnish such reports to Client. Client authorizes the Broker to forward to SAT copies of any confirmations, statements, or reports sent by the Broker to the Client. Client understands that the Broker, rather

than SAT, will have full custody of Client's funds and commodity market positions and that Client will be required to pay brokerage commissions to the Broker with respect to all transactions effected in the Account.

8. TERMS AND CONDITIONS FOR TERMINATION. Unless terminated earlier as herein provided, this Agreement shall have an initial term of twelve (12) months from the date hereof and shall be automatically renewed for successive twelve (12) month terms. This Agreement shall automatically terminate upon written notice to SAT of the death, legal disability, or bankruptcy of Client. Notice shall be deemed given on the close of business on the day such notice is actually received by SAT. In addition, either party may terminate this Agreement by giving the other prior written notice.

9. TRADING BY PRINCIPALS OF SAT FOR THEIR OWN ACCOUNTS; MANAGEMENT OF OTHER ACCOUNTS BY SAT. SAT and its principals may trade commodity futures interests for their own accounts. SAT currently advises and manages other commodity accounts and intends to do so in the future.

10. ASSIGNMENT. This Agreement shall not be assignable by Client or SAT and shall be binding upon the parties hereto, their heirs, respective legal representatives, successors, and assigns.

11. GOVERNING LAW. This Agreement and all transactions subject to this Agreement shall be governed by the Commodity Exchange Act, as amended; the rules, regulations, and orders promulgated under such Act by the Commodity Futures Trading Commission; and, where applicable, the laws of the State of Oregon. If any provision is found unacceptable, then this Agreement shall be enforced and construed as if that invalid portion did not appear herein.

12. SECTION HEADINGS. The section headings in the Agreement are for the convenience of reference only and shall not be deemed to interpret or modify the provisions hereof.

13. ENTIRE AGREEMENT. This agreement contains the final and complete agreement between the parties hereto and may not be altered or modified without the signed written consent of both parties hereto.

14. NOTICES. Any notices required to be given hereunder shall be in writing and sent by certified or registered mail, return receipt requested, to Strategic Ag Trading, 12744 Road 38., Mancos, CO 81328. Either party may change his/her address by giving notice in writing to the other party stating his/her new address. Commencing on the tenth day after the giving of such notice, such newly designated address shall be the party's address for the purposes of all notices or communications required or permitted to be given pursuant to this Agreement. Notices to Client from SAT shall be deemed given as of the close of business on the first business day after mailing. Notices to SAT from Client shall be deemed given as of the close of business on the day such notices are actually received by SAT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth below.

Date

Client's Signature

City and State

Client's Address

STRATEGIC AG TRADING
By _____

Date of the Disclosure Document relied upon

Name of Account _____
Name of individual if different _____

Mailing address _____
City _____ State _____
Zip code _____
Home telephone number _____
Annual Income _____
Liquid Net Worth _____
Risk Capital Available _____
Do you currently have or have you ever had a managed
futures account? _____ Yes _____ No

Social Security number _____

Date of Birth _____
Occupation _____
Employer
Name _____
Bank
References _____

Have you ever been involved in any litigation or
disputed account or other unresolved matters with a
commodity or stock broker, commodity trading
advisor, or brokerage firm? _____ Yes _____ No

If yes, please identify _____

Managed Futures Accounts	_____ Yes	_____ No	_____ # of Years
Managed Futures Funds	_____ Yes	_____ No	_____ # of Years
Futures Limited Partnerships	_____ Yes	_____ No	_____ # of Years
Speculative Futures	_____ Yes	_____ No	_____ # of Years
Options on Commodity Futures	_____ Yes	_____ No	_____ # of Years
Stocks/Bonds	_____ Yes	_____ No	_____ # of Years
Stock Options	_____ Yes	_____ No	_____ # of Years
Mutual Funds	_____ Yes	_____ No	_____ # of Years

Other (please explain) _____

None _____

Date

Signature