

**AGREEMENT BETWEEN THE SUPERINTENDENCIA FINANCIERA
DE COLOMBIA, AND THE NEW YORK MERCANTILE EXCHANGE,
INC. TO SHARE MARKET INFORMATION**

This agreement for sharing market information is entered into as of March 10, 2008, between the Superintendencia Financiera de Colombia, (hereinafter referred to as the "Superintendencia") and the New York Mercantile Exchange, Inc. (hereinafter referred to as the "NYMEX").

The Superintendencia and the NYMEX have reached the following Agreement with respect to the sharing of information relating to any financial instrument traded through the facilities of the NYMEX or that is, directly or indirectly, available to or can be requested or obtained by the Superintendencia pursuant to its supervisory functions or regulatory authority, the value of which is based, in whole or in part, upon the interest in or performance of the Colombian Peso (referred to herein as the "Peso"). For the purpose of this Agreement, the term "financial instrument" shall include but is not limited to: (1) any security, (2) any futures contract, (3) any derivative instrument based upon or including a security, futures contract, currency or interest rate, or (4) any security, futures contract, currency index or interest rate underlying a derivative instrument.

I. INFORMATION SHARING

- A. Where the Superintendencia has need, for the purpose of fulfilling its regulatory or supervisory responsibilities related to suspected breaches of securities, banking or finance laws, or rules of information relating to currency-indexed derivative products traded through the facilities of NYMEX, the NYMEX will in accordance with its By-laws and Rules, obtain the information from its own records or from its Members (including, but not limited to, information and documents concerning market trading activity, clearing activity, the identity, trading activity and positions of the NYMEX Members or customers of the NYMEX's Members) and provide the Superintendencia with such information in order to assist the Superintendencia in discharging its regulatory or supervisory responsibilities.
- B. Where NYMEX has need, for the purpose of fulfilling its regulatory responsibilities related to suspected breaches of federal commodities laws or NYMEX By-laws and Rules, of information relating to currency-indexed derivative products traded through the facilities operating in Colombia that are supervised by the Superintendencia, the Superintendencia will in accordance with its statutory functions and rules, obtain the information from its own records or from individuals and entities subject to its jurisdiction (including, but not limited to, information and documents concerning market trading activity, clearing activity, the identity trading activity and positions held by the members of the trading system facilities supervised by the Superintendencia or customers of such members, including but not limited to the Banco de la República as an administrator of such facilities) and provide the NYMEX with such information in order to assist the NYMEX in discharging its regulatory responsibilities.

II. REQUESTS FOR INFORMATION

- A. Requests for information pursuant to paragraph IA and IB shall be made in writing and delivered as provided in paragraph IX.
- B. Requests for information shall:
 - (1) Describe the purpose of the request; and
 - (2) Narrowly specify the information sought.
- C. If either party believes that a request does not comply with or fall within the scope of this Agreement, or has reason to question the furnishing of the information requested, it shall deliver a written explanation of its reasons to the other party. The parties shall endeavor to resolve in good faith any disagreements between them regarding any request for information or any response thereto.
- D. A party shall use reasonable best efforts to compile the information requested from its own records and from its members and shall promptly transmit such information to the other party. A party shall endeavor to cooperate and to communicate with the other party so that all requests for information or all information furnished in response to such requests is clearly understood by the other party.

III. USE OF INFORMATION; CONFIDENTIALITY

Any document or other information obtained by a party pursuant to this Agreement, which is not otherwise publicly available (including documents or information available to the receiving party from sources other than the providing party, provided that such source is not subject to a confidentiality agreement with regard to such information, or any information that is independently developed by the receiving party without use of or reference to information from the providing party), shall be used by the recipient solely and exclusively for the purpose of carrying out the recipient's regulatory responsibilities, including but not limited to, market surveillance, investigative and enforcement activities.

The parties agree that any information or documents, including but not limited to specific information regarding individuals and corporations, obtained pursuant to this Agreement shall remain confidential, and except with the prior written consent of the party furnishing the information, none of the information provided shall be given by either the Superintendencia or the NYMEX to any third party. However, neither party shall be precluded from:

- A. Using the information as it may be necessary for conducting any regulatory or legal investigation or disciplinary proceeding;
- B. Furnishing such information to the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or to another U.S. regulatory

or governmental authority involved in the regulation of currency-indexed derivative products; or

- C. Furnishing such information to other Colombian regulatory or governmental authorities involved in the regulation of currency-indexed derivative products; or
- D. Complying with legal process, including, but not limited to, a subpoena or an order of a court or other body of competent jurisdiction.

In the event that either party intends to disclose documents or other information pursuant to clauses (A), (B), (C) or (D) above, the party intending to make such disclosure shall, to the extent practicable, so advise the other party in writing within a reasonable time frame.

IV. INDEMNIFICATION

The parties agree to indemnify and hold harmless each other, and their directors, governors, officers, employees and agents from and against any and all losses, claims, damages, liabilities and expenses (including costs of investigation or defending the same and reasonable counsel fees incurred in connection therewith) incurred by or threatened against the indemnified party and arising as a result of or in connection with any actual or alleged misuse by the indemnifying party of reports, documents or other information provided to the indemnifying party pursuant to this Agreement. Any use of such reports, documents or information which does not accord with the provisions of Section III of this Agreement shall be deemed to be a "misuse" of such reports, documents or other information.

V. LIMITATION OF LIABILITY

The parties agree that, except as provided in Section IV of this Agreement, neither party nor any of its directors, governors, officers, employees or agents shall be liable to the other party, its directors, governors, officers, employees or agents in respect of the non-performance, or any delay or interruption in the performance, of any provision of this Agreement for any reason whatsoever.

VI. TERM AND TERMINATION

This Agreement shall continue in effect until six months after either party gives written notice of termination to the other party, except that the provisions of paragraphs III, IV and V shall survive the termination of this Agreement.

VII. ASSIGNMENT

Neither this Agreement nor any of the rights or obligations of either party hereto may be assigned, licensed or otherwise transferred by either party hereto without the prior written consent of the other party hereto.

VIII. AMENDMENTS

This Agreement may not be amended or modified, except by an instrument in writing duly executed by each of the parties.

IX. NOTICE

All requests for information, responses, and other notices given pursuant to this Agreement shall be in writing and addressed to the party to be notified as follows:

A. If to the Superintendencia Financiera de Colombia:

Address: Superintendencia Financiera de Colombia
Calle 7 #4-49
Bogotá D.C., Colombia
South America
Attention: Dr. César Prado Villegas.
Superintendente Financiero
Telephone: 011-571-353-6302/6303
Telefax: 011-571-353-6304
E-Mail: ceprado@superfinanciera.gov.co

With copy to:

Address: Superintendencia Financiera de Colombia
Calle 7 #4-49
Bogotá D.C., Colombia
South America
Attention: Dr. Camilo Zea Gómez
Director de Investigación y Desarrollo
Telephone: 011-571-594-0201-Ext. 1520
Telefax: 011-571-353-6323
E-Mail: cazea@superfinanciera.gov.co

B. If to the NYMEX:

Address: New York Mercantile Exchange, Inc.
One North End Avenue
New York, NY 10282
Attention: Mr. Thomas F. LaSala
Chief Regulatory Officer
Telephone: (212) 299-2897
Telefax: (212) 301-4710
E-Mail: tlasala@nymex.com

or such other address as a party may provide in writing to the other party from time to time.

X. INTERPRETATION

Any doubts as to the interpretation of any provisions of this Agreement shall be resolved by mutual agreement after consultation between the parties.

XI. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

XII. DUPLICATE ORIGINALS

This Agreement may be executed in duplicate originals and each duplicate original bearing the original signature of the parties or their duly authorized officials shall be deemed to be the original of the Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date above written.

SUPERINTENDENCIA FINANCIERA DE COLOMBIA

By:  Date: 14th March 2008
Title: Superintendente Financiero

THE NEW YORK MERCANTILE EXCHANGE, INC.

By:  Date: 3-10-08
Title: Chief Regulatory Officer