



## PARTIAL GUARANTEE

### GUARANTEE AGREEMENT

In consideration of Chicago Mercantile Exchange Inc. ("CME"), Chicago Board of Trade, Inc. ("CBOT"), New York Mercantile Exchange, Inc. ("NYMEX"), and Commodity Exchange, Inc. ("COMEX") (collectively, "Exchanges"), as applicable, accepting/retaining \_\_\_\_\_ (Clearing Member) as a clearing member, \_\_\_\_\_ (Guarantor), which is an owner or part owner of Clearing Member, hereby guarantees to Exchanges the due and punctual performance of all obligations to Exchanges arising out of accounts cleared by Clearing Member that are:

1. non-customer accounts, including proprietary accounts as defined by Commodity Futures Trading Commission (CFTC) Regulation 1.3(y); and
2. accounts carried by another futures commission merchant if such accounts would be considered non-customer accounts, including proprietary accounts as defined by CFTC Regulation 1.3(y), of Clearing Member, if carried directly by Clearing Member.

Guarantor's liability under this agreement is limited to \_\_\_\_\_ percent of the above obligations.

Notwithstanding anything herein to the contrary, this guarantee shall not apply to any obligations of Clearing Member to pay an assessment to CME pursuant to Rule 802.B., nor shall it apply to any obligations arising out of non-customer accounts if such obligations arose solely because Exchanges took margin from such non-customer accounts and applied it to a default of a customer account.

Guarantor unconditionally guarantees and promises payment of all indebtedness which Clearing Member may now or in the future owe with respect to obligations covered by this guarantee including, but not limited to, the posting and payment of margins and premiums pursuant to Exchange Rules. Exchanges will attempt to notify Guarantor by telephone of any default by Clearing Member in the performance of an obligation covered by this guarantee, and will thereafter confirm such notice in writing, but the liability of Guarantor to Exchanges pursuant to this agreement shall become due and payable immediately upon any such default by Clearing Member.

Guarantor's liability may be enforced without notice to Guarantor and without first proceeding against Clearing Member or resorting to any collateral, security or other guarantors or obligors, if any, or pursuing any other remedy. Any collateral, security or obligations of any other guarantors or obligors, if any, may be sold, released, surrendered, exchanged, settled, compromised, waived, subordinated or modified, in each case without consideration and on any terms or conditions, without notice to or further assent from Guarantor. Guarantor's liability is several and independent of any other guarantees in effect with respect to any part of the above obligations and may be enforced regardless of the existence of any other guarantees.

Notwithstanding any other provision in this agreement, this guarantee shall continue in effect or shall be reinstated if at any time payment or other performance, or any part thereof, by

November 2008

Clearing Member to Exchanges with respect to any of the above obligations is rescinded, or must otherwise be repaid by Exchanges as a result of bankruptcy or reorganization of Clearing Member.

No payment or other performance by Guarantor shall entitle Guarantor, by subrogation or otherwise, to any right against Clearing Member, including any payment by Clearing Member or out of property of Clearing Member, except after the full performance, payment and discharge of all of the above obligations. All remedies, rights, powers and privileges granted to Exchanges pursuant to this agreement are cumulative and not alternative. The exercise of any or all such rights by Exchanges shall not reduce, limit, impair, discharge, terminate or otherwise affect the liability of Guarantor. No failure or delay by Exchanges in exercising any remedy, right, power or privilege pursuant to this agreement shall operate as a waiver, and any such remedy, right, power, or privilege may be exercised by Exchanges at any time. No partial exercise of any such rights shall preclude further exercise or the exercise of any other remedy, right, power or privilege.

No modification of this guarantee or waiver shall be valid unless in writing and signed by Exchanges and then only to the extent specifically set forth in such writing. No notice or demand by Exchanges upon Guarantor or any other guarantor of the above obligations shall preclude Exchanges from taking further action without notice or demand.

This guarantee shall remain in full force until Exchanges receives and accepts written notification of termination. Such acceptance of termination shall not be unreasonably withheld. Guarantor acknowledges that this guarantee applies to all obligations covered by this guarantee arising prior to Exchanges' acceptance of such termination.

This guarantee shall bind the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of Exchanges, its successors and assigns. Guarantor hereby waives notice of any such assignment by Exchanges.

This guarantee shall be governed by, and construed in accordance with, the laws of the State of Illinois. Any action or litigation of any kind initiated by Guarantor, Clearing Member or Exchanges in connection with this guarantee shall be adjudicated in the appropriate courts located in Chicago, Illinois. Guarantor, Clearing Member and Exchanges hereby consent to the jurisdiction of such courts and to service of process by any means authorized by Illinois or federal law, and hereby waive the right to transfer the venue of any such litigation.

Name of Guarantor: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

If Guarantor is a Firm:

By: \_\_\_\_\_

Title: \_\_\_\_\_