



ADM Investor Services, Inc.

PERSONAL GUARANTY AGREEMENT

In order to induce ADM Investor Services, Inc. ("ADMIS"), an Illinois corporation, to accept and affirm the Customer Agreement between ADMIS and _____ ("**Customer**"), whose account number(s) is (are) _____ and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby, jointly and severally in the case of multiple guarantors ("Guarantor"), unconditionally guarantees to ADMIS, its successors and assigns, as primary obligor and not merely as surety, the prompt, full, and complete payment of any and all liabilities, debts, obligations, losses or commitments incurred by and on behalf of Customer (collectively, "Obligations") in connection with agreements and transactions heretofore or hereafter entered into by or for Customer, whether or not the Obligations are discharged in bankruptcy or otherwise. Guarantor further agrees to reimburse ADMIS for any losses, damages or expenses (including attorneys' fees) that ADMIS may incur in enforcing the terms of the Customer Agreement between ADMIS and Customer and this Guaranty, notwithstanding the validity or enforceability of any instrument evidencing an Obligation.

Guarantor expressly waives the following: (1) notice of ADMIS' acceptance of this Guaranty and any default or non-performance of Customer under the Customer Agreement; (2) notice of any assignment by ADMIS of the Customer Agreement; (3) all defenses, offsets and counterclaims that Guarantor may have to an ADMIS claim against Customer, and (4) that amendment or modification of the Customer Agreement or the renewal or extension of any indebtedness of Customer shall not in any manner release, affect or impair his liability under this Guaranty. Guarantor acknowledges that **assignment or modification of the Customer Agreement or the renewal, extension, forbearance or forgiveness of any Obligation, or the release, extension, or other change with respect to any other guarantor of the Obligations, shall not affect or impair** Guarantor's liability hereunder. Guarantor further agrees that no invalidity of the Customer Agreement shall affect or impair Guarantor's liability under this Guaranty.

Guarantor agrees to indemnify and hold ADMIS harmless from and against all claims, demands and legal proceedings against ADMIS and all losses, liabilities, damages and expenses (including attorneys' fees) suffered by ADMIS that result from or relate to: (1) any breach by Guarantor of its obligations hereunder; (2) any misrepresentation or breach of a warranty or covenant made by Customer to ADMIS; (3) any margin requirement or deficit balance in Customer's account; (4) any claim relating to any agreement between Customer and ADMIS or Guarantor; and (5) any Obligation arising from Customer's or Guarantor's failure to comply with any applicable law or regulation.

Guarantor agrees that ADMIS shall have a first lien on and a continuing security interest in all of Guarantor's property (and the proceeds thereof) now or hereafter held by ADMIS, including but not limited to securities, commodity futures and options contracts, monies and after acquired property held in Guarantor's account(s) ("Guarantor's Property") as security for the payment of Guarantor's Obligations to ADMIS under this Guaranty for as long as this Guaranty and the Obligations are outstanding. ADMIS may proceed at any time, without prior demand or notice, to enforce said lien by the sale of all or a portion of Guarantor's Property in any manner and upon such terms as it may determine. ADMIS enforcement of its lien or its demand that Guarantor perform the obligations hereunder shall not release Guarantor of the continuing obligations under this Guaranty.

Guarantor hereby waives: any requirement that ADMIS take legal action against Customer before enforcing this Guaranty; any duty of diligence; demand of payment; receipt of duplicate copies of Customer's account statements; notice of Customer's default; and the liquidation of positions in Customer's account(s). This Guaranty is in addition to (and in no way limits or restricts) any rights that ADMIS may have under any other agreement with Guarantor. This Guaranty is governed

by the laws of the State of Illinois and remains in full force and effect until ADMIS receives written notice of its revocation addressed to: ADM Investor Services, Inc., Attention: Compliance Department, 141 West Jackson Boulevard, Suite 2100A, Chicago, Illinois, 60604. No such revocation shall release Guarantor, or result in losses to ADMIS with respect to any **Obligation arising prior to receipt by it of such written notice of revocation.**

This Guaranty shall be binding upon Guarantor's estate, heirs, representatives, successors, and assigns. Guarantor's death or dissolution shall not terminate liability hereunder until ADMIS receives written notice of Guarantor's death at the address set forth above, and the estate, heirs, representatives, successors, and assigns of Guarantor shall remain liable for all Obligations incurred prior to receipt of such notice. As used herein, all words in the singular shall be deemed to import the plural and words in the masculine gender shall be deemed to import the feminine and *vice versa* as the case may require.

Guarantor agrees that any civil action, arbitration, or other legal proceeding arising out of or relating to this Guaranty shall be brought, heard, and resolved only by a tribunal located in Chicago, Illinois and Customer hereby waives the right to have such proceeding transferred to any other location. In addition, Guarantor hereby waives trial by jury in any such action or proceeding. Guarantor hereby submits and consents to personal jurisdiction in any state or federal court in Chicago, Illinois and appoints and designates ADMIS (or any other party whom ADMIS may from time to time hereinafter designate) as Guarantor's true and lawful attorney-in-fact and duly authorized agent for service of legal process, and agrees **that service of such process upon ADMIS or such other party shall constitute personal service of such process upon Guarantor;** provided, that ADMIS or such other party shall, within five days after receipt of any such process, forward the same by air courier or by certified or registered mail, together with all papers affixed thereto, to Guarantor at Guarantor's last known mailing address. **GUARANTOR AUTHORIZES ADMIS TO INVESTIGATE HIS FINANCIAL BACKGROUND AND CREDIT BEFORE ADMIS ACCEPTS THIS GUARANTY. GUARANTOR REPRESENTS AND WARRANTS THAT HE HAS READ AND UNDERSTOOD THIS AGREEMENT AND WAIVES ANY DEFENSE THERETO.**

Guarantor's Signature Date

Tax Identification Number (normally social security number)

Print Name

Guarantor's Address: _____

Account Numbers: _____

Co-Guarantor's Signature Date

Tax Identification Number (normally social security number)

Print Name

Co-Guarantor's Address: _____

Account Numbers: _____

