

# ACCOUNT GUARANTEE

In order to induce **TRANSACTION FUTURES**, a division of York Business Associates, LLC, and its affiliates (the "Company") to enter into the Customer Agreement with \_\_\_\_\_ ("Customer"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby and, in the case of multiple guarantors, jointly and severally guarantee(s) the prompt, full and complete performance of any and all of the duties and obligations of Customer to the Company and the payment of any and all indebtedness, damages, costs, and expenses due the Company by Customer.

This Guarantee shall remain in full force and effect until the termination of the Customer Agreement between Customer and the Company; provided, however, that the undersigned shall not be released from his/her/its obligations hereunder so long as any claim of the Company against Customer which arises out of, or relates to directly or indirectly, said Customer Agreement, is not settled or discharged in full.

The undersigned hereby expressly waives (a) notice of acceptance of this Guarantee by the Company, (b) notice of non-performance of Customer of any of its duties or obligations as set forth in the Customer Agreement, (c) notice of any modification to the Customer Agreement or any extension of time granted to the Customer, and (d) all defenses, offsets and counterclaims which the undersigned may at any time have to any claim of the Company against the Customer.

The Company may in its discretion proceed against the undersigned, jointly and severally, to collect any obligation covered by this Guarantee without first proceeding against Customer or any other guarantor. Upon five days notice by the Company, the undersigned shall pay any and all indebtedness, damages, costs and expenses due the Company by Customer and shall perform any and all duties and obligations of Customer to the Company.

This Guarantee shall be construed pursuant to the laws of the State of Illinois without regard to any of its conflicts of laws, principles or rules, and shall inure to the benefit of the Company, its successors and assigns,

and shall be binding on the undersigned and his/their heirs and assigns. The undersigned cannot assign this Guarantee without the express written consent of the Company.

Any notice to be given to the undersigned may be sent to the address provided below, whether by mail, telegraph, messenger or otherwise, and shall be deemed given to the undersigned personally whether or not actually received.

All actions or proceedings arising with respect to any controversy arising out of this Guarantee shall be litigated only in courts within the State of Illinois and the undersigned hereby submits to the jurisdiction of the courts of the State of Illinois and the jurisdiction of the United States District Court of the Northern District of Illinois, Eastern Division. The undersigned shall accept court service of process by registered or certified mail addressed to the address provided below or such other address as the undersigned has supplied to the Company in writing and such service shall constitute personal service of such process. The undersigned waives any right the undersigned may have to transfer or change the venue of any litigation brought against the undersigned by the Company.

All monies, securities, negotiable instruments, open positions on futures contracts, option premiums, commodities or other property of any kind or nature whatsoever, now or at any future time on deposit with the Company in the undersigned's accounts are hereby pledged with the Company and shall be subject to a security interest in the Company's favor for the discharge of all of the undersigned's accounts are hereby pledged with the Company and shall be subject to a security interest in the Company's favor for the discharge of all the undersigned's obligations hereunder, and the Company may, in its discretion, transfer any of such property from any of the undersigned's accounts to the account of Customer when in the Company's sole discretion and judgment of such transfer is necessary or appropriate.

Each of the undersigned acknowledges his understanding that the Company has allowed the Customer to trade his account in reliance upon this Guarantee.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Guarantor's Relationship to Customer

\_\_\_\_\_  
Print Guarantor's Name

\_\_\_\_\_  
Guarantor's Yearly Income

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Guarantor's Net Worth

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Funds Held In Security Deposit

\_\_\_\_\_  
Phone Number (including Area Code)

\_\_\_\_\_  
Tax Id Number