



A CME/Chicago Board of Trade/NYMEX Company

## CROSS-GUARANTEE AGREEMENT

In consideration of Chicago Mercantile Exchange Inc. ("CME"), Board of Trade of the City of Chicago, Inc. ("CBOT"), New York Mercantile Exchange, Inc. ("NYMEX"), and Commodity Exchange Inc. ("COMEX") (collectively, "Exchanges"), accepting/retaining as Clearing Members \_\_\_\_\_ and \_\_\_\_\_ (each hereinafter referred to individually as a "Guaranteeing Member" and collectively as "Guaranteeing Members"), which share common ownership, control or profits as set forth in the Exchanges' Rule 901.G., each Guaranteeing Member hereby:

1. Unconditionally guarantees and promises payment of any and all indebtedness or other obligations which the other Guaranteeing Member may now or hereafter owe to the Exchanges. The Exchanges will attempt to notify the Guaranteeing Member by telephone of any default by the other Guaranteeing Member and will thereafter confirm such notice in writing; however, the liability of the Guaranteeing Member to the Exchanges for such default pursuant to this Cross-Guarantee Agreement shall become due and payable immediately upon such default;
2. Agrees that such Guaranteeing Member's liability hereunder may be enforced without notice to it and without first proceeding against the defaulting Guaranteeing 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 and conditions, without notice to or further assent from either Guaranteeing Member. Each Guaranteeing Member'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;
3. Agrees that notwithstanding any other provision in this Cross-Guarantee Agreement, this guarantee shall continue in effect or shall be reinstated if any time, payment or other performance, or any part thereof, by either Guaranteeing Member to the Exchanges with respect to any of the above obligations is rescinded, or must otherwise be repaid by the Exchanges as result of bankruptcy or reorganization of either Guaranteeing Member;
4. Agrees that no payment or other performance by either Guaranteeing Member shall entitle it, by subrogation or otherwise, to any right against the defaulting Guaranteeing Member, including any payment by the defaulting Guaranteeing Member or out of property of the defaulting Guaranteeing Member, except after the full performance, payment and discharge of all of the above obligations. All

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remedies, rights, powers and privileges granted to the Exchanges pursuant to this Cross-Guarantee Agreement are cumulative and not alternative. The exercise of any or all such rights by the Exchanges shall not reduce, limit, impair, discharge, terminate or otherwise affect the liability of either Guaranteeing Member. No failure or delay by the Exchanges in exercising any remedy, right, power or privilege pursuant to this Cross Guarantee Agreement shall operate as waiver thereof and any such remedy, right, power or privilege may be exercised by the 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 by the Exchanges;

5. Agrees that no modification of this Cross-Guarantee Agreement or waiver of any portion hereof shall be valid unless in writing and signed by the Exchanges and then only to the extent specifically set forth in such writing. No notice or demand by the Exchanges upon either Guaranteeing Member or any other guarantor of the above obligations shall preclude the Exchanges from taking further action without notice or demand;
6. Agrees that this Cross-Guarantee Agreement is binding upon its respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of and be enforceable by the Exchanges and its transferees, successors and assigns. Each Guaranteeing Member hereby waives notice of any such assignment by the Exchanges;
7. Agrees that this Cross-Guarantee Agreement and all rights, obligations and liabilities arising hereunder shall be governed by the laws of the State of Illinois in all respects, including but not limited to matters of construction, validity and performance;
8. Agrees that any action or litigation of any kind whatsoever initiated by the Guaranteeing Members or the Exchanges in connection with this Cross-Guarantee Agreement, shall be adjudicated in a court of competent jurisdiction located in Chicago, Illinois. The Guaranteeing Members and the 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 or action; and
9. Agrees that if (1) one of the Guaranteeing Members ceases to be a clearing member of the Exchanges or (2) the Guaranteeing Members provide the Exchanges with written notice that they no longer share common ownership, control or profits as set forth in Rule 901.G., this Cross-Guarantee Agreement shall remain in effect until the Clearing House Risk Committee of the CME Clearing House determines that any and all indebtedness and other obligations owing to the Exchanges from each Guaranteeing Member have been satisfied in full.

\_\_\_\_\_  
(Guaranteeing Member)

\_\_\_\_\_  
(Guaranteeing Member)

By: \_\_\_\_\_  
(Signature of General Partner or Authorized Officer)

By: \_\_\_\_\_  
(Signature of General Partner or Authorized Officer)

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(Printed Name / Title)

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(Printed Name / Title)

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(Date)

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(Date)