

LoanAdvance™ Guaranty Form

STEP 1. GUARANTEED ACCOUNT INFORMATION

Account Title ("Client")	Non-Purpose Loan Account Number
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STEP 2. GUARANTOR ACCOUNT INFORMATION

Account Title ("Guarantor")	Collateral Account Number
Account Title ("Guarantor")	Collateral Account Number
Account Title ("Guarantor")	Collateral Account Number
Account Title ("Guarantor")	Collateral Account Number

STEP 3. AUTHORIZATION

1. In consideration of your opening, and/or continuing, an account or accounts introduced to Pershing LLC ("You") by Client's financial organization (which separately or jointly, with any and all renewals thereof, are hereinafter referred to as "said guaranteed account"), with, or otherwise giving credit in said guaranteed account, on such terms and conditions as may, from time to time, be agreed to between You and the Client, the undersigned (hereinafter referred to as the "Guarantor") hereby unconditionally agrees to pay You, on demand, any indebtedness which may now or hereafter be owing You by the Client on said guaranteed account. Each Guarantor whose signature appears on this document shall be jointly and severally liable for all debts and obligations of the Guaranteed Account (or its successor account with You.) Pershing is authorized to liquidate securities or other assets in any and all Guarantor accounts to pay to Pershing any such debts and obligations.

2. The Guarantor agrees that this guaranty shall be effective not only with respect to said guaranteed account but also with respect to any and all renewals thereof; that said guaranteed account may be changed from time to time by the purchase or sale or exchange of securities or other property, or by payments or by deliveries of securities or other property by or to or upon the order of the Client, and that said guaranteed account may be closed out by You at any time; that in general, You may deal with and accept the orders of the Client with respect to transactions in said guaranteed account, without notice to the Guarantor, the same as if this guaranty had not been given; and that the death of the Guarantor shall not affect the liability of the Guarantor or his estate with respect to transactions in said guaranteed account, subsequent to the death of the Guarantor and prior to the receipt by You of written notice thereof.

3. The Guarantor agrees that You may, at any time, in your uncontrolled discretion use, without restriction, the moneys or securities or other property in any account or accounts, including any safekeeping account, which the Guarantor may have with You, or any other financial institution to secure said guaranteed account or to pay any indebtedness due therein; and that, to that end, You shall have a lien on such money, securities or other property You may at any time hold or have in any account or accounts of the Guarantor, that You may pledge and repledge any of such securities or other property, either separately or with any other securities or property, for such sum or a greater sum than may be due You in said guaranteed account, and

without retaining the possession or control for delivery of a like amount of similar securities or property; that You may proceed at any time, in your uncontrolled discretion, and without prior demands or notice, to enforce said lien by the sale of any such securities or property of the Guarantor, in any manner upon such terms as You may determine; that the enforcement by You of said lien in any manner, in whole or in part, shall not in any way affect the continuing liability of the Guarantor for any indebtedness in said guaranteed account; that any demand on the Guarantor to perform the obligation of this guaranty, or any action or proceedings brought to enforce the liability of the Guarantor hereunder, shall not release or otherwise affect said lien; and that You shall at all times have both the personal liability of the Guarantor and said lien to secure to You payment of any indebtedness in said guaranteed account, enforcement of both of which may be pursued concurrently.

4. The Guarantor hereby waives (a) any notices whatsoever as to the current condition of said guaranteed account or any charges therein from time to time and the manner of conducting or closing the same or otherwise, and (b) in the event of default by the Client, or demand or notice in respect thereof and any requirement of legal or equitable proceedings or otherwise in your part against the Client as a conditions precedent to enforcing the obligations of the Guarantor hereunder.

5. This guaranty shall be binding upon the Guarantor, his estates, his executors, administrators and assigns and shall inure to the benefit of your present firm and of any successor firm or firms, irrespective of any change or changes at any time in the personnel thereof, for any cause whatsoever, and of the assigns of your present firm or any successor firm.

6. By written notice to You, the Guarantor may at any time terminate his obligations and your rights hereunder in respect to future transactions in said guaranteed account, and such termination, in respect to future transactions, shall also take place ipso facto on receipt by You of written notice of the Guarantor's death; but notwithstanding such termination as to future transactions the obligations of the Guarantor hereunder with respect to any indebtedness in said guaranteed account, including any losses incurred in liquidating said guaranteed account during a reasonable time subsequent to the receipt of such notice, shall continue in full force and effect until such indebtedness with the interest to date of payment thereon has been paid to You.



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7. Arbitration Disclosures

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN

SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

8. Arbitration Agreement

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA).

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

9. The Laws of the State of New York Govern

This agreement and its enforcement shall be governed by the laws of the state of New York without giving effect to its conflicts of laws provisions.

STEP 4. SIGNATURES

I AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED IN PARAGRAPHS 7 AND 8 ON PAGE 2 IN THIS AGREEMENT.

Guarantor

Print Name	Date
Signature X	

Guarantor

Print Name	Date
Signature X	

Guarantor

Print Name	Date
Signature X	

Guarantor

Print Name	Date
Signature X	

SCHEDULE A. NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

SCHEDULE B. CALIFORNIA ONLY

NOTICE TO COSIGNER (Traducción en Inglés Se Requiere Por La Ley)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required By Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Está seguro de que usted podrá pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

SCHEDULE C. NEW YORK ONLY

NOTICE TO NEW YORK COSIGNER ONLY

You agree to pay the debts incurred from time to time on the account identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person opening the account is able to pay. You should know that the Limit of Liability listed below does not include court costs or attorney's fees, or other costs or charges that may be stated in the agreement. You will also have to pay some or all of these costs and charges if the agreement for the consumer credit account, payment of which you are guaranteeing, requires the borrower to pay such costs and charges. If any debt incurred on the account is ever in default, that fact may become a part of your credit record. This notice is not the agreement, or other writing that obligates you to pay. Read that writing for the exact terms of your obligations and of your rights to limit or end your obligations.

IDENTIFICATION OF ACCOUNT(S) YOU MAY HAVE TO PAY

Name of Debtor	Name of Creditor Pershing LLC	Date
Kind of Account LoanAdvance Account (a non-purpose revolving account)	Limit of Liability \$ <input type="checkbox"/> If this box is checked, my limit of liability may exceed the amount stated above as provided by formula in the T-4 associated with the LoanAdvance Account.	

I have been given a completed copy of this notice and of each writing that obligates me or the Debtor on this account, including a copy of the associated T-4 form if the limit of liability is established by a formula.

New York Cosigner

Print Name	Date
Address	
Signature X	