

GUARANTEE AND INDEMNIFICATION

This Guarantee and Indemnification made as of the _____ day of _____, 20____, by ("Guarantor") to Rosenthal Collins Group, L.L.C. ("RCG"). In consideration of this Guarantee and Indemnification, RCG will allow customers and/or brokers to place orders directly with the RCG night desk based on procedures and terms as specified herein.

Guarantor hereby agrees to abide by RCG's procedures and policies regarding its customers and/or brokers directly placing orders with RCG's night desk. Guarantor shall not release RCG's night desk telephone number to any customer or broker prior to delivery of any notice as contained in this paragraph.

RCG shall not be liable if customer's guidelines are exceeded and shall accept such orders on a not held basis only.

It is agreed that this shall be a continuing guarantee and shall cover and secure any ultimate balance owing to RCG including all reasonable costs, charges and expenses, which RCG may incur in enforcing or obtaining payment of all monies due to it by _____.

This Guarantee and Indemnification shall remain in full force and effect until the full amount of all funds payable to RCG by _____ have been fully paid and satisfied.

Date: _____

Guarantor

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me
This _____ day of _____,
20____.

Notary Public