

GUARANTY BY FINANCIAL INSTITUTION OF OBLIGATIONS OF CERTAIN OF ITS CUSTOMERS

To induce TIB, National Association, a Texas banking corporation ("Bank") from time to time to issue credit cards ("Cards") and to extend credit in connection with the use of Cards to or for the account of the undersigned's customers designated in Paragraph 22 hereof (collectively, "Debtors" and individually, a "Debtor"), the undersigned hereby agrees as follows:

1. The undersigned hereby unconditionally guarantees to Bank the full and prompt payment and performance when due of every obligation that each Debtor may at any time owe to Bank in connection with the use, whether authorized or unauthorized, by any person, firm, corporation, or other legal entity, of any Card issued by Bank to such Debtor (collectively, the "Obligations" and each an "Obligation"), but not in excess of the Maximum Guaranteed Indebtedness. As used herein, "Maximum Guaranteed Indebtedness" means, with respect to the undersigned as of the date of determination, the lesser of (a) the Obligations, and (b) the maximum amount of the Obligations for which the undersigned may be liable under this Guaranty without the undersigned's obligations under this Guaranty with respect to such amount being deemed a fraudulent transfer, as determined by a bankruptcy or similar court. The undersigned hereby waives (i) notice of the acceptance hereof by Bank and of the creation and existence of the Obligations and (ii) any and all defenses otherwise available to a guarantor.
2. This Guaranty is binding on the undersigned, whether or not all the Obligations are paid in full, until this Guaranty is revoked prospectively as to future transactions by written notice actually received by Bank from the undersigned. No such revocation shall be effective as to Obligations existing or committed for at the time of actual receipt of such notice or as to any renewals, extensions, and refinancings thereof.
3. If the undersigned shall ever be liable for any indebtedness owing by any Debtor to Bank otherwise than under this Guaranty, such other liability shall not be impaired hereby, the rights of Bank hereunder being cumulative of all other rights that Bank may ever have against the undersigned. The exercise by Bank of any right or remedy hereunder or under any other instrument or document, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.
4. If any Debtor shall default in payment of any Obligations when such Obligations become due under the terms of any instrument or document evidencing such Obligations, the undersigned shall, on demand and without further notice of dishonor and without any notice to the undersigned previous to such demand of the acceptance by Bank of this Guaranty and without any notice to the undersigned previous to such demand of the creating or incurring of such indebtedness, pay the amount due thereon to Bank, at its offices in the City of Irving, Dallas County, Texas, and it shall not be necessary for Bank, in order to enforce such payment by the undersigned to institute suit or exhaust its remedies against the defaulting Debtor or others liable on such indebtedness, this Guaranty being a guaranty of payment and not of collection, and in no way conditional or contingent. Immediately after any such demand by Bank for payment by Guarantor of the Obligations, Guarantor hereby agrees that Bank shall have the right to obtain such payment directly by either (i) use of a sight draft drawn by Bank on a demand deposit account of Guarantor, as designated by Guarantor on Schedule I attached hereto or (ii) effecting an automated clearing house transfer pursuant to the authorization attached as Schedule II hereto.
5. Each payment on the Obligations shall be deemed to have been made by a Debtor unless express written notice is given to Bank at the time of such payment that it is made by the undersigned.
6. Except as expressly set forth in Paragraph 1, above, regarding the Maximum Guaranteed Indebtedness, or in Paragraph 13, below, regarding prohibition of interest in excess of the maximum permitted by law, the liability of the undersigned under this Guaranty is absolute and unconditional, and such liability shall not be affected by any invalidity, irregularity, non-enforceability, non-existence, or lack of genuineness of either all or any of the Obligations or any collateral related thereto, for any reason whatsoever, including but not limited to, the insolvency or bankruptcy of any Debtor. In furtherance of the absolute and unconditional nature of this Guaranty and not by way limitation thereof, the undersigned hereby specifically consents to the following events and agrees that its obligations under this Guaranty shall not be affected by the occurrence of any of such events, with or without prior notice to or consent by the undersigned: (a) taking or accepting by Bank of any other security or guaranty for any of the Obligations; (b) release, surrender, exchange, subordination, or loss of any security by Bank in connection with any of the Obligations; (c) modification of, amendment to, or waiver of compliance with any terms of any instrument or document evidencing or relating to the Obligations; (d) insolvency or bankruptcy of any Debtor; (e) renewal, extension, and/or rearrangement by Bank of payment of any of the Obligations, or adjustment, indulgence, forbearance, or compromise that may be granted by Bank to any Debtor or the undersigned for payment of any of the Obligations; (f) neglect, delay, omission, failure, or refusal of Bank to take or prosecute any action for the collection of any of the Obligations or to foreclose on any collateral or take or prosecute any action in connection with any instrument or document evidencing or securing any part of the Obligations; (g) payment by any Debtor to Bank is held to constitute a preference under any bankruptcy, insolvency, or other debtor-relief law, or if for any other reason Bank is required to refund such payment or pay the amount thereof to another person; or (h) any other event that might constitute a defense to payment or performance of any of the Obligations, **including, but not limited to, any fraud, misrepresentation, or misconduct of any nature by any Debtor or by any other person, firm, corporation, or other legal entity in connection with, resulting from, or arising out of Card transactions.**
7. If the undersigned becomes insolvent, fails to pay its debts generally as they become due, voluntarily seeks, consents to, or acquiesces in the benefits of any bankruptcy, insolvency, or other debtor-relief law or becomes a party to or is made the subject of any proceeding provided for by any debtor-relief law (other than as a creditor or claimant) that could suspend or otherwise adversely affect any rights of Bank hereunder, the Obligations shall be, as between the undersigned and Bank, a fully matured, due and payable obligation of the undersigned to Bank (without regard to whether any Debtor is then in default under the Obligations or whether any part of the Obligations is then due and owing by any Debtor to Bank), payable in full by the undersigned to Bank upon demand, which shall be the estimated amount owing in respect of the contingent claim created hereunder. All amounts so paid by the undersigned shall be held by Bank in a cash collateral account over which the undersigned shall have no withdrawal rights, and which shall be applied by Bank to the Obligations, as they become due and payable.
8. The undersigned represents and warrants to Bank that (a) the undersigned is a financial institution subject to all applicable laws, rules, and regulations establishing and governing anti-money laundering programs, and is regulated by a federal functional regulator, (b) each Debtor has or will have established and does or will currently maintain an account relationship with the undersigned, (c) at the time of establishing each such account with the undersigned, the undersigned followed all required and reasonable procedures pursuant to such anti-money laundering programs in order to verify the true identity of each such Debtor at the time such an account was opened, and (d) the undersigned hereby

certifies to Bank and, upon request by Bank, will certify to Bank annually during the time that this Guaranty is in effect, that the undersigned has implemented its own federal Customer Identification Program (a "CIP") and that the undersigned will continue to perform all requirements under both the undersigned's CIP and the Bank's CIP with regard to all Debtors.

9. The undersigned further represents and warrants to Bank that (a) the execution, delivery, and performance of all of the undersigned's duties and obligations hereunder have been duly authorized by all necessary corporate action of the undersigned (it being specifically understood and agreed that Bank shall be fully protected and indemnified by the undersigned in connection with the good-faith reliance by Bank, without any inquiry or investigation, on the apparent authority of any officer or employee of the undersigned to execute and deliver this Guaranty, (b) the value of the consideration received and to be received by the undersigned in return for its undertakings hereunder is reasonably worth to the undersigned at least as much as the liability of the undersigned hereunder, and such liability hereunder may reasonably be expected to benefit the undersigned directly; (c) the undersigned is familiar with, and has independently reviewed books and records regarding the financial condition of each Debtor and is familiar with the value of any collateral intended to be created as security for the payment of the Obligations; however, the undersigned is not relying on such financial condition or collateral as an inducement to enter into this Guaranty; (d) neither Bank nor any other person has made any statement to the undersigned to induce the undersigned to execute this Guaranty; (e) the undersigned has full power and all necessary permits and licenses to enable it to own and operate its business and to own, manage, and administer its property; (f) this Guaranty and all instruments and documents executed by the undersigned in connection herewith are legal, valid, and binding obligations of the undersigned, legally enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and to the availability of equitable remedies; (g) there has been no material adverse change in the financial condition of the undersigned since the date of the most recent financial statements of the undersigned furnished to Bank, and such financial statements fairly presented the financial condition of the undersigned as of such date; (h) the undersigned does not foresee incurring any major liability not previously disclosed in writing to Bank; (i) the undersigned is not currently involved in any dispute or legal proceedings that could have a material adverse effect on its financial condition or its capacity to operate its business as presently operated; and (j) the undersigned is not in breach of or default under any of the terms and conditions of any agreement to which it is a party and is not in violation of any laws, rules, or regulations governing the operation of its business.
10. Bank may (i) bring suit against the undersigned and any other guarantors of the Obligations, jointly, severally, or jointly and severally, (ii) compound or settle with one or more of the undersigned and such other guarantors for such consideration as Bank deems proper, and (iii) release one or more of the undersigned and such other guarantors from liability for the Obligations, and that no such action shall impair the rights of Bank to collect the Obligations from the undersigned or any of such other guarantors not so sued, settled with, or released.
11. This Guaranty is for the benefit of Bank, its successors and assigns, and if Bank or its successors or assigns, transfers any part of the Obligations, the rights and benefits hereunder, to the extent applicable to the indebtedness so transferred, may be transferred with such indebtedness. This Guaranty is binding on the undersigned and its successors and assigns.
12. This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas and any applicable federal laws of the United States of America.
13. No provision in this Guaranty or any instrument or document executed by any Debtor or the undersigned evidencing the Obligations shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided for herein or in any such instrument or document, the provisions of this Paragraph shall govern, and neither the affected Debtor nor the undersigned shall be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all instruments and documents executed by each Debtor or the undersigned evidencing the Obligations shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.
14. The undersigned hereby waives (i) any right of subrogation to any of the rights or liens of Bank against any Debtor or any collateral or other security, or (ii) any right of recourse, reimbursement, contribution, indemnification, or similar right against any Debtor, and the undersigned hereby waives any and all of the foregoing rights and the benefit of, and any right to participate in, any collateral or other security given to Bank to secure payment of the Obligations. The provisions of this Paragraph shall survive the termination of this Guaranty and any satisfaction and discharge of any Debtor.
15. The undersigned shall remain liable for any deficiency following foreclosure of any mortgage or security interest securing any Obligations, whether or not the liability of a Debtor under such Debtor's Obligations is discharged by such foreclosure.
16. The undersigned agrees to pay all costs, expenses, and legal fees paid or incurred by Bank in connection with enforcing any Obligation and this Guaranty.
17. Arbitration. Any controversy or claim between the parties hereto, shall be determined by binding arbitration in Dallas, Texas in accordance with the Federal Arbitration Act (or if not applicable, the applicable state law), the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), and the special rules set forth below unless Bank and the undersigned agree to mediate the dispute prior to binding arbitration. In the event of any inconsistency, the special rules shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Either Bank or the undersigned may bring an action to compel arbitration of any controversy or claim to which this Guaranty applies in any court having jurisdiction over such action. The party that requests arbitration has the burden to initiate the arbitration proceedings by complying with the Arbitration Rules.
18. Facsimile Documents and Signatures. For purposes of negotiating and finalizing this Guaranty and any instrument or document related hereto, if this Guaranty or any such instrument or document is transmitted by facsimile machine ("fax"), it and the signature of any party thereon shall be treated for all purposes as originals. This Guaranty and any such instrument or document transmitted by fax shall be considered to have the same binding legal effect as an original, and at the request of any party, shall be re-executed by each signatory party in an original form.

19. WAIVER OF RIGHT TO TRIAL BY JURY. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION BROUGHT BY EITHER OF SUCH PARTIES AGAINST THE OTHER TO ENFORCE THIS GUARANTY, TO COLLECT DAMAGES FOR THE BREACH HEREOF, OR WHICH IN ANY OTHER WAY ARISE OUT OF, ARE CONNECTED TO, OR ARE RELATED HERETO OR THE SUBJECT MATTER HEREOF.

20. NOTICE OF FINAL AGREEMENT. THIS WRITTEN GUARANTY, TOGETHER WITH ANY WRITTEN AMENDMENTS OR MODIFICATIONS HERETO DULY EXECUTED AND DELIVERED BY BANK AND THE UNDERSIGNED, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

21. Compliance With Information Dissemination Laws. Bank and the undersigned agree that to the extent the undersigned collects or acquires nonpublic information from a consumer covered by this Guaranty, both Bank and the undersigned may share such information with each other or other parties participating with them in connection with the matters covered hereby. Bank and the undersigned further agree to comply with all applicable laws, rules, and regulations governing dissemination of such a consumer's nonpublic personal information. Bank and the undersigned further agree that, to the extent applicable, any subcontracting agreements entered into with third parties shall contain a clause requiring such third party to comply with all applicable laws, rules, and regulations governing dissemination of a consumer's nonpublic personal information.

22. Credit Limit Authority.

Customer Name(s): _____

Amount: _____

Date: _____

GUARANTOR:

By: _____

Print Name: _____

Address: _____

Title: _____

As referenced in paragraph 4 above, information regarding the Guarantor's demand deposit account held at TIB (Schedule I) or demand deposit account held at another institution for ACH purposes (Schedule II) is required for payment of any outstanding obligations in the event of default by Debtor. At least ten (10) days prior to initiating action against the Guarantor's account, a notice of such action will be provided in the event of default by Debtor.

SCHEDULE I

TO GUARANTY BY FINANCIAL INSTITUTION

Demand Deposit Account of Guarantor maintained at Bank to be debited by Bank to obtain payment of the Obligations after demand by Bank for such payment by Guarantor:

Account No.: _____

Special Instructions: _____

SCHEDULE II

TO GUARANTY BY FINANCIAL INSTITUTION

Demand Deposit Account of Guarantor by which Bank may effect payment, via ACH, by Guarantor of the Obligations after demand by Bank for such payment by Guarantor:

Name of Financial Institution: _____

Address: _____

Account No.: _____

ABA Routing No.: _____

Special Instructions: _____