

This GUARANTEE (this "Guarantee") is made and entered into on _____, by _____ a _____, with a business address located at _____ as guarantor (the "Guarantor"), in favor and for the benefit of Maverick BankCard, Inc., a California corporation with an address located at 5230 Las Virgenes Rd Suite 300 Calabasas, CA 91302 ("Maverick") and _____, a federal savings bank having offices located at _____ ("Bank", collectively with Maverick, "Beneficiaries", and each a "Beneficiary"). Reference is made to that certain Merchant Processing Application and Agreement dated _____, by and between Maverick, Bank, and _____ a _____ ("Merchant"), as amended, restated, replaced, supplemented, or otherwise modified from time to time (the "Agreement").

WHEREAS, in order to provide the Services to Merchant, a Guarantee is required.

In consideration of direct and indirect benefits derived by Guarantor from fulfilling the Services under the Agreement, and in order to induce Beneficiaries to provide or continue to provide Services pursuant to the Agreement, Guarantor hereby agrees as follows:

1. The Guarantor hereby absolutely, irrevocable and unconditionally guarantees to each of the Beneficiaries the full and prompt payment and performance when due of all Merchant's present and future obligations, liabilities, covenants and agreement required to be observed, performed, paid or reimbursed by Merchant under or relating to the Agreement, plus any costs, expenses and fees in any way relating to the enforcement or protection of a Beneficiary's rights hereunder, including, but not limited to, attorney's fees (collectively, the "**Obligations**", and each, individually, an "**Obligation**").
2. This Guarantee is a continuing obligation and shall remain in full force and effect and shall only be discharged when all amounts due under the Agreement have been paid in full and all obligations thereunder have been fully performed. Notwithstanding the foregoing, this Guarantee shall be reinstated if at any time any payment of any of the Obligations is rescinded or must be returned by a Beneficiary to Merchant, Guarantor, or to any guarantor, trustee, receiver, or other representative of any of them. This is a continuing Guarantee of payment and performance and is not a Guarantee of collection. Guarantor hereby acknowledges that it is liable for the Obligations as a primary obligor. Guarantor hereby irrevocably agrees that each Beneficiary has the right to require Guarantor to pay, comply, and satisfy its obligations and liabilities under this Guarantee and that each Beneficiary shall have the right to proceed immediately against Guarantor directly without being required to recover payment or performance first from Merchant or any other party, and neither Maverick nor Bank shall be required to first sue on the Agreement, demonstrate that the collateral securing the Agreement is inadequate security, or demonstrate that each Beneficiary has exercised or exhausted (to any degree) its other rights and remedies in respect of the Agreement.
3. The Guarantor hereby agrees that that its Obligations under this Guarantee are irrevocable, continuing, absolute and unconditional and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives to the fullest extent permitted by law, any defenses to enforcement it may have (now or in the future) by reason of: (a) any illegality, invalidity or unenforceability of any Obligation or the Agreement or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Agreement or any Obligation thereunder; (b) any change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Agreement; (c) any taking, exchange, substitution, release, impairment, amendment, waiver, modification or non-perfection of any collateral or another guaranty for the Obligations, or any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations; (d) any default, failure or delay, willful or otherwise, of any person or entity in the performance of the Obligations; (e) any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Merchant or any insolvency, bankruptcy, reorganization or other similar proceeding affecting

Merchant or its assets or any resulting restructuring, release or discharge of any Obligations; (f) any failure of Beneficiary to disclose to Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Merchant now or hereafter known to Beneficiary, Guarantor waiving any duty of Beneficiary to disclose such information; (g) the failure of any other guarantor or third party to execute or deliver this Guarantee or any other guaranty or agreement, or the release or reduction of liability of Guarantor or any other guarantor or surety with respect to the Obligations; (h) the failure of Beneficiary to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Agreement or otherwise; (i) the existence of any claim, set-off, counterclaim, recoupment or other rights that Guarantor or Merchant may have against Beneficiary (other than a defense of payment or performance); or (j) any other circumstance of any nature whatsoever that might otherwise constitute a defense (legal, equitable, or otherwise) to the Obligations.

4. The Guarantor hereby further waives and agrees not to assert or take advantage of: (a) any rights of subrogation, reimbursement, indemnification, and contribution (contractual, statutory, or otherwise) and any other rights and defenses, which might otherwise be available to Guarantor under California Civil Code §§ 2787 to 2855, inclusive; (b) any right it may have to require a Beneficiary to proceed against the Merchant, proceed against or exhaust any security held from the Merchant, or pursue any other remedy in Beneficiary's power to pursue, including any such right or any other right set forth in California Civil Code §§ 2845 or 2850; (c) all rights to participate in any security now or later held by Beneficiary in connection with the Obligations, including any such right or any other right set forth in California Civil Code §§ 2845, 2848, or 2849; (d) any defense based on the impairment of any subrogation rights that Guarantor may have; (e) all rights and benefits under California Civil Code § 2809 purporting to reduce a guarantor's obligations in proportion to the principal obligation; (f) any rights or defenses available to Guarantor under California Civil Code § 2822; or (h) all rights, defenses, and other benefits that might otherwise be available to Guarantor under California Civil Code §§ 2810, 2819, 2839, 2845, 2849, 2850, 2899, and 3433.
5. The Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Merchant or other facts that increases the risk to the Guarantor, notices of on-performance and notices of acceptance of this Guarantee), and protests of each and every kind.
6. The liability of the Guarantor and all rights, powers, and remedies of the Beneficiaries hereunder, and the liability and obligations of Merchant and all rights, powers, and remedies of the Beneficiaries under the Agreement and under this Guarantee shall be in addition to all rights, powers, and remedies given to the Beneficiaries by law.
7. This Guarantee applies to and inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, legal and personal representatives, successors, and assigns (including any purchaser at judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof).
8. This Guarantee shall constitute the entire agreement between the Guarantor and each Beneficiary with respect to the Guarantor's guaranty of performance of all of Merchant's obligations under the Agreement. No provision of this Guarantee or right of a Beneficiary hereunder shall be waived nor may any guarantor (including without limitation the Guarantor hereunder) be released from any obligation hereunder except by a writing duly executed by the Beneficiaries.
9. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective and enforceable to the maximum extent permitted under the law.
10. The waiver or failure to enforce any provision of this Guarantee shall not operate as a waiver of any other breach of such provision or any other provisions hereof unless it so provides by its terms.
11. Guarantor hereby agrees to pay, on written demand by Beneficiary, all costs incurred by Lender in collecting any amounts payable under this Guarantee or enforcing or protecting its rights under this Guarantee, in each case whether or not legal proceedings are commenced. Such fees and expenses shall include, without limitation, attorneys' fees, court fees, costs of pre-trial, trial, and appellate proceedings, and the cost of collection.

12. Guarantor hereby makes the following representations and warranties, all of which shall survive execution hereof:
- (a) Guarantor is a duly organized, validly existing, and in good standing under the laws of the state where such entity is organized and is duly qualified to do business in each jurisdiction where it conducts business and is required to qualify;
 - (b) The individual signing this Guarantee on behalf of Guarantor has the requisite power and authority to enter into and bind the Guarantor under this Guarantee;
 - (c) The execution, delivery, and performance by Guarantor of this Guarantee and the consummation of the transactions contemplated hereunder do not, and will not, contravene or conflict with any law, statute, or regulation to which Guarantor is subject nor constitute a default (or an event that with notice or lapse of time, or both, would constitute a default) under, or result in the breach of, any court order, indenture, security instrument, or agreement to which Guarantor is a party or that may be binding on Guarantor. No authorization or approval or other action by, and no notice to or filing with, any governmental authority, person, or entity (other than those that have been obtained) is required for the consummation of this Guarantee or the due execution, delivery, or performance by Guarantor of this Guarantee. There are no conditions precedent to the effectiveness of this Guarantee that have not been satisfied or waived.
 - (d) This Guarantee is a legal, valid, and binding obligation of Guarantor and is enforceable in accordance with its terms.
13. In the event Merchant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for relief under any present or future provisions of the United States Bankruptcy Code, or if such a petition be filed by creditors of Merchant, or if Merchant shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law, or if a receiver of all or part of Merchant's property or assets is appointed by the State or Federal court, no such proceeding or action taken therein shall modify, diminish, or in any way affect the liability of the Guarantor under this Guarantee, and no "rejection" and/or "termination" of the Agreement in any of the proceedings referred to in this Section 13 shall be effective to release and/or terminate the continuing liability of the Guarantor to Beneficiaries under this Guarantee.
14. This Guarantee may be executed in any number of counterparts, each of which shall constitute an original, but all taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Guarantee by facsimile or in electronic (that is, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Guarantee. The acknowledgment of any Guarantor (if more than one) is not required as a condition to the binding effect of this Guarantee on any Guarantor whose signature is affixed to this Guarantee or any counterpart thereof.

IN WITNESS WHEREOF, the Guarantor has executed this Guarantee as of the date first written above.

Signature of person Guaranteeing on behalf of Guarantor entity:

Guarantor:

By:

Print Name:

Its:

Dated: