

COMMERCIAL AND CONSUMER

In consideration of credit given, or to be given, by First Bankcard, a division of First National Bank of Omaha (“Bank”), to

_____ Name

_____ Social Security Number/Taxpayer Identification Number

(“Debtor”) consisting of one or more credit card accounts evidencing obligations to Bank (collectively referred to as the “Indebtedness”) in connection with credit cards issued to Debtor and/or Debtor’s employees on behalf of Debtor, the undersigned (“Guarantor”), does hereby, absolutely and unconditionally guarantee to Bank the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, any and all of the Indebtedness, including the principal, interest and fees, and all renewals, extensions, credit increases, and substitutes for any or all of such Indebtedness, or any part thereof, and in enforcing this Guarantee.

Guarantor waives presentment, demand, protest, and notice to Guarantor and all other persons of protest and dishonor as to each and all items of Indebtedness and any collateral thereto; waives notice of the acceptance hereof by Bank and of the creation and existence of said Indebtedness; agrees that no act or thing, except payment which but for this provision might or could in law or in equity act as a release of the liabilities of Guarantor, shall in any way affect or impair this Guarantee and agrees that this shall be a continuing, absolute and unconditional Guarantee and shall be in force and be binding upon Guarantor until the Indebtedness is fully paid (or as otherwise agreed in writing by Bank) and this Guarantee is revoked as herein provided.

THIS GUARANTEE INCLUDES AND IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

| | | | | | |
|--|------|--------------|-------|-------|--|
| <input type="checkbox"/> Please Complete This Section If You Are An Authorized Representative Of A Company Guaranteeing The Indebtedness | | | | | |
| Company Name: _____ (the “Company”) | | | | | |
| Signature | Date | Printed Name | Title | SSN | |
| By signing above, the person is signing as an authorized representative on behalf of Guarantor. In that capacity, such person certifies that the information in this Guarantee is true and correct and that he/she has full power and authority to sign this Guarantee on behalf of Guarantor and Guarantor: (a) requests that cards be issued in reliance on this Guarantee, (b) agrees to comply with the agreement furnished with the cards and (c) agrees that we may obtain additional information from credit bureaus and other lawful sources, including companies named in this Guarantee, to verify the creditworthiness of the Guarantor (see Credit Reports paragraph). Guarantor is liable for repayment of all amounts due on any and all accounts opened in reliance on this Guarantee or subsequently on request of the Debtor. | | | | | |
| Corporate Certification: The undersigned, _____(Name), the _____(Officer) of the Company, does hereby certify that person signing above, _____, is a/the _____ (Title) of the above-mentioned Company and is authorized and has full power to sign this Guarantee on behalf of the Company. | | | | | |
| _____ | | | | _____ | |
| Signature | | | | Date | |

| | | | | | |
|--|------|--------------|-------|-----|---------------|
| <input type="checkbox"/> Please Complete This Section If You Are An Individual Guaranteeing The Indebtedness | | | | | |
| Signature | Date | Printed Name | Title | SSN | Date of Birth |
| Signature | Date | Printed Name | Title | SSN | Date of Birth |
| Signature | Date | Printed Name | Title | SSN | Date of Birth |
| Signature | Date | Printed Name | Title | SSN | Date of Birth |
| Signature | Date | Printed Name | Title | SSN | Date of Birth |
| By signing above, each person is signing on his/her own behalf, individually. In that capacity, such person certifies that the information in this Guarantee is true and correct. Each person signing above: (a) requests that cards be issued in reliance on this Guarantee, (b) agrees to comply with the agreement furnished with the cards, (c) agrees that we may obtain additional information from credit bureaus and other lawful sources, including persons and companies named in this Guarantee, to verify the credit worthiness of each person signing above (see Credit Reports paragraph), and (d) shall be liable for repayment of all amounts due on any and all accounts opened in reliance on this Guarantee or subsequently on request of the Debtor. | | | | | |

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Debtor 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 Bank can collect this debt from you without first trying to collect from the Debtor. The Bank can use the same collection methods against you that can be used against the Debtor, 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.

Guarantor agrees that the liability of Guarantor hereunder shall in no manner be affected or impaired by: (1) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, acceleration, substitution, exchange, change in, modification or other disposition of the Indebtedness (including, without limitation, increase or decrease in the rate of interest thereon); (2) any evidence of, or collateral for, any sale, compromise, modification or other disposition of Indebtedness or collateral securing the Indebtedness; (3) any compromise, release, extension, modification or Indulgence of this Guarantee or any other Guarantee; (4) any acceptance, release or substitution of security or other guarantor s by Bank, as to the Indebtedness; (5) any delay, course of dealing, failure, neglect or omission (a) to realize upon, protest, enforce or collect any Indebtedness, or any collateral or security for Indebtedness, or (b) to exercise any lien upon, or right of appropriation of any monies, credits, or property toward the liquidation of the Indebtedness; or (6) any application of payments or credits on the Indebtedness (e.g., relating to 11 U.S.C. §547, or other applicable laws). In any such event, Guarantor's liability for payment of the Indebtedness shall survive, and not be deemed released by any payment, release, cancellation, or revocation of any part of the Indebtedness. For that reason, Bank may retain possession of this Guarantee. Bank is hereby expressly authorized to engage any of the actions described in sections 1 through 6 above from time to time and upon such terms and conditions, and with such changes as Bank may see fit and without notice to or consent of Guarantor or any other person and either before or after revocation of this Guarantee.

Bank shall not be required to first resort for payment to said Debtor, or other persons or corporations, their properties or estates, or to any collateral security, property, liens or other rights or remedies whatsoever. Bank may bring suit against any one or more guarantors without joining Debtor and without bringing any prior suit against Debtor. Guarantor waives the benefit of any statute of limitations which might otherwise affect liability hereunder.

The failure of any person or persons to guarantee Debtor's indebtedness shall not release or affect the liability of Guarantor. Bank, at its option, after a default, and without notice may apply towards payment of the Indebtedness and of the liability of Guarantor, and Guarantor for such purposes hereby grants Bank a security interest in, any deposit (general or special), credit, account, certificate of deposit (whether or not matured), or monies or any other property of Guarantor with or in possession of Bank. Any payment received by Bank from Debtor, or any other guarantor, or from any source, may be applied to obligations of Debtor to Bank in whatever order Bank elects. In case of the dissolution, liquidation, suspension, failure, bankruptcy, or insolvency of the Debtor (and none of the foregoing shall constitute any defense for Guarantor), all of said Indebtedness, liabilities and obligations shall, at the option of the Bank, become immediately due from and be forthwith paid by Guarantor to the Bank, as if the Indebtedness had matured by lapse of time.

It is not necessary for Bank to inquire into the powers of Debtor or the officers or agents acting or purporting to act on its behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

All agreements and promises of Guarantor, and any other guarantor, herein shall be construed to be and are hereby declared to be joint and several in each and every particular and shall be fully binding upon and enforceable against any, or all, of such signers and neither the death, release or revocation by one guarantor shall affect or release the liability of any other, and Bank may release or settle with one of the guarantors under this Guarantee or any other Guarantee without affecting the continuing liability of any remaining guarantor.

The death of Guarantor, or any guarantor, shall not revoke this Guarantee as to each decedent. This Guarantee and every part hereof shall be binding upon Guarantor and upon the heirs, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of Bank, its successors and assigns, including without limitation, all holders of any portion or all of the Indebtedness.

Except as otherwise agreed to in writing by the Bank and Guarantor, there are not understandings or agreements between Bank and Guarantor that the obligations of Guarantor will be other than as set out herein. All rights and remedies of Bank under this Guarantee and any other Guarantee or guaranties are cumulative and may be exercised singly or concurrently and the exercise of one or more rights and/or remedies shall in no event constitute a waiver of any other right or remedy. No waiver, modification, release or revocation of this Guarantee or any liability created hereunder shall be effective unless in writing and signed by Bank. All provisions hereof are separate and independent and the invalidity of any provision hereof shall in no event affect the validity of any other provision hereof or of the liability of Guarantor.

All words used herein in the plural shall be deemed to have been used in the singular where the context and facts so required, and all words used herein in the singular shall be deemed to have been used in the plural where the context and facts so require. This Guarantee shall be construed according to the laws of the State of Nebraska.

Credit Reports and Information Provided to Credit Bureaus: By signing this Guarantee, you agree that we may obtain credit reports for purposes of processing this Guarantee and for later purposes related to your account such as reviewing, updating and renewing it, increasing the credit line and collecting. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the consumer reporting agency that furnished the report. You also authorize us to verify your employment, income and other relevant information. Information about your account is periodically provided to one or more credit bureaus. If you think any information regarding your account is inaccurate, write to us on a separate sheet at: First Bankcard, P.O. Box 1004, Omaha, Nebraska 68101-1004.