



CONTINUING GUARANTY AND SURETYSHIP

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

("Guarantor") unconditionally guarantees and promises to pay Elavon, Inc. ("Elavon") and Member (as defined in the Merchant Agreements), and any successors and assigns of Elavon and Member, respectively, or order, on demand, in lawful money of the United States, any and all Indebtedness of

("Merchant") as follows:

1. The word "Indebtedness" means all liability of Merchant to Elavon and Member, due or to become due, liquidated or unliquidated and now existing or hereafter arising, under: (i) the agreements by and among Merchant, Elavon and Member providing for transaction processing services, and any schedules, amendments or additions thereto and renewal, revision, or substitution thereof (collectively the "Merchant Agreements"), including the Merchant Agreements and merchant accounts identified on Schedule A attached hereto; and any additional merchant accounts established by Merchant subsequent hereto; (ii) any indebtedness related to products or services contemplated by the Merchant Agreements; and (iii) any liability of Merchant to Elavon and Member arising out of, or in any way relating to, transaction processing services including, but not limited to credit and debit cards, electronic check services, and electronic gift cards.

2. This Continuing Guaranty and Suretyship (this "Guaranty") relates to any Indebtedness including, but not limited to, successive transactions which shall continue the Indebtedness or create new Indebtedness after satisfaction, payment, or reduction of previous Indebtedness. The amount of Guarantor's liability hereunder and under any other agreement now or at any time hereafter in force between Guarantor and Elavon or Member shall be cumulative and not alternative, and is only up to an amount that would otherwise not constitute a fraudulent transfer. This is a continuing guaranty and suretyship and Guarantor agrees

that it shall remain in full force and effect until any and all Merchant Agreements are terminated and all Indebtedness is irrevocably paid in full, or until Guarantor delivers to Elavon and Member (or their respective successors or assigns) written notice by certified or overnight mail, signature required, providing at least ninety (90) days notice that Guarantor is revoking this Guaranty as to Indebtedness incurred subsequent to the effective time of revocation; provided, however, that this Guaranty shall remain in effect with respect to any and all liabilities of Merchant arising from or related to transactions or events occurring prior to revocation of this Guaranty.

3. Guarantor authorizes Elavon and Member, without notice or demand and without affecting Guarantor's liability hereunder or under the Merchant Agreements, from time to time to: (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof; (b) take and hold security for the payment of the Indebtedness guaranteed, and exchange, enforce, waive, and release any such security; (c) apply such security as either Elavon or Member in their discretion may determine; and (d) release or substitute any one or more endorsers or guarantors.

4. This Guaranty is an absolute, unconditional and continuing guaranty of payment and performance of the Indebtedness and is not subject to setoff or counterclaim. The obligations of the Guarantor hereunder shall not be released, in whole or in part, by any action or thing which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment and performance in full of the Indebtedness. Guarantor waives any right to require Elavon and Member to: (a) proceed against Merchant; (b) proceed against or exhaust any security held from Merchant; or (c) pursue any other remedy in Elavon's or Member's power whatsoever. Guarantor waives any defense arising by reason of any disability or



other defense of Merchant or by reason of the cessation from any cause whatsoever of the liability of Merchant. Guarantor waives all presentments, demands for performance, notices of nonperformance or other default, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional Indebtedness. Guarantor assumes the responsibility for being and keeping itself informed of the financial condition of Merchant and of all other circumstances bearing upon the risk of nonpayment of the Indebtedness which diligent inquiry would reveal, and agree that neither Elavon nor Member shall have any duty to advise Guarantor of information known to it regarding such condition or circumstances. Guarantor authorizes Elavon and Member to contact credit reporting agencies and its creditors to make inquiries and obtain reports regarding Guarantor's credit standing.

5. Until all Indebtedness shall have been paid in full, Guarantor shall have no right of subrogation, and Guarantor waives any right to enforce any remedy which Guarantor now has or may hereafter have against Merchant, and waive any benefit of and any right to participate in any security now or hereafter held by either Elavon or Member. Any indebtedness of Merchant now or hereafter held by Guarantor is hereby subordinated to the Indebtedness; and such indebtedness of Merchant to Guarantor, if Elavon or Member so requests, shall be collected, enforced and received by Guarantor as trustee for Elavon or Member, and be paid over to Elavon or Member on account of the Indebtedness but without reducing or affecting in any manner Guarantor's liability under the other provisions of this Guaranty.

6. Any and all payments of the Indebtedness made by Guarantor or by any other person, and/or the proceeds of any or all collateral or security for any of the Indebtedness, may be applied by Elavon or Member on such items of the Indebtedness as Elavon or Member may elect. If any payment received by Elavon or Member and applied to the Indebtedness is subsequently set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy,

insolvency, liquidation or reorganization of the Merchant or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made. References in this Guaranty to amounts "irrevocably paid" or to "irrevocable payment" refer to payments that cannot be set aside, recovered, rescinded or required to be returned for any reason.

7. Guarantor has entered into this Guaranty with the understanding that Elavon and Member may rely upon it to the exclusion of any other guarantees, if any. Guarantor understands that Elavon and Member may already have, or concurrently herewith may have obtained or thereafter may obtain, other guarantors (one or more, several or joint) of the Indebtedness, and such guarantors shall not affect Guarantor's liability hereunder for the full amount of the Indebtedness. Guarantor agrees that Elavon and Member may, in their sole discretion: sue any one or more of the guarantors for the whole of the Indebtedness; take judgment against Guarantor or any one of the guarantors for the whole of the Indebtedness, plus costs and attorneys' fees; or pro rate such judgment between or among one or more of such guarantors.

8. All remedies afforded to Elavon and Member by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether or not exercised by Elavon and Member, shall be deemed to be in exclusion of any of the other remedies available to Elavon and Member and no one of such remedies shall in any way limit or prejudice any other legal or equitable remedy which Elavon and Member may have hereunder and with respect to the Indebtedness. Mere delay or failure to act shall not preclude the exercise or enforcement of any rights and remedies available to Elavon and Member.

9. Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Elavon and Member



in the enforcement of this Guaranty, whether or not legal proceedings are initiated.

10. This Guaranty shall benefit Elavon and Member and their successors and assigns, and shall bind Guarantor's successors and assigns. This Guaranty is assignable without notice to Guarantor by either Elavon or Member, with respect to all or any portion of the Indebtedness and obligations guaranteed hereunder, to any assignee of Elavon's or Member's interest in the Merchant Agreement(s), and when so assigned Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting Guarantor's liability hereunder with respect to any Indebtedness or obligations retained by Elavon or Member assigning this Guaranty. Guarantor shall not assign this Guaranty without the prior written consent of Elavon and Member, and any assignment of the Guaranty without the written consent of Elavon and Member shall be null and void.

11. If any term, provision, covenant or condition of this Guaranty is determined to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. This Guaranty shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of law thereof.

13. All claims or controversies, or other matters in question, between the parties arising out of or related to this Guaranty or the relationship between the parties that are not otherwise settled by agreement of parties will be submitted to and decided solely by arbitration held in Atlanta, Georgia in accordance with the rules of the American Arbitration Association. The arbitration proceeding shall be conducted before one (1) neutral arbitrator, who shall be a member of the bar of the State of Georgia, actively engaged in the practice of law for at least ten (10) years. The arbitrator will have the authority to award any remedy or relief that a court in Georgia could order or grant, including, without limitation, specific performance, issuance of an injunction or imposition of sanctions for abuse or frustration of the arbitration process. There shall be no authority for any claims to be arbitrated on a class action basis, nor is there any authority to consolidate or join the claims of other persons who may have similar claims. The parties agree that anything communicated, exchanged, said, done, or occurring in the course of the arbitration, including any private caucus between the arbitrator and any party before or after any joint arbitration session, will be kept confidential. The parties agree that transaction processing involves interstate commerce and that, notwithstanding the choice of law provision below, any arbitration shall be governed by the Federal Arbitration Act.

[Remainder of this page intentionally left blank.]



This Continuing Guaranty and Suretyship is executed by Guarantor as of this ____ day of _____, 20__.

WITNESS:

Guarantor

Name: _____

Name: _____

If Guarantor is an entity, then complete:

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing Continuing Guaranty and Suretyship was sworn and subscribed before me by _____, personally known or produced _____ as identification, on this ____ day of _____, 20__.

Notary Public
My Commission Expires:
(AFFIX NOTARIAL SEAL)



SCHEDULE A
MERCHANT AGREEMENTS AND MERCHANT ACCOUNTS GUARANTEED

Merchant Agreements Guaranteed

<u>Business Name</u>	<u>Federal Tax ID Number</u>	<u>Date of Merchant Agreement</u>

Merchant Accounts Guaranteed

<u>Business Name</u>	<u>Federal Tax ID Number</u>	<u>MID</u>