FIRST BANK

Business MasterCard® - Disclosure Summary

Important information about this Credit Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**0.00%** introductory APR for the first 9 Billing Cycles following Account opening. After that, your APR will be from **16.90%** to **26.90%.** This APR will vary based on the Prime Rate and your creditworthiness.
APR for Balance Transfers	**0.00%** introductory APR for the first 9 Billing Cycles following Account opening. After that, your APR will be from **16.90% to 26.90%.** This APR will vary based on the Prime Rate and your creditworthiness.
APR for Cash Advances	**19.90%** to **29.90%**, when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate and your creditworthiness.
Penalty APR	**None**
How to Avoid Paying Interest on Purchases	Your due date is at least 26 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	Not applicable
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore**

Fees	
Annual Fee	**None**
Transaction Fees	
• Balance Transfer	None
• Cash Advance	Either **$5** or **3%** of the amount of each cash advance, whichever is greater.
• Foreign Transaction	**2%** of each transaction in U.S. Dollars.
Penalty Fees	
• Late Payment	Up to **$25***
• Returned Payment	Up to **$35**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

How We Will Calculate Your Variable APR: Unless an introductory or promotional APR is in effect, we will add a "Margin" between 8.90% and 18.90% to an "Index Rate" to determine your standard variable rate. The Index Rate will be equal to the U.S. Prime Rate ("Prime Rate") in the Money Rates section of *The Wall Street Journal* published on the last day of the previous calendar month before the Closing Date shown on your billing statement. At account opening the APRs applicable to your account will be determined by our review of your credit report, information you provide on your application, and other relevant information available to us. You may not qualify for the lowest APRs disclosed above. Periodically while your account is open, we will reevaluate your creditworthiness and determine whether your Account should be moved into a different pricing tier with a higher or lower Margin thereby increasing or reducing, respectively, your APR for Purchases, Balance Transfers and Cash Advances.

* If your Total Minimum Payment Due is not received by your Payment Due Date, a Late Payment Fee of $25 will be assessed. However, the Late Payment Fee will not exceed the total minimum payment that was due.

All account terms are governed by the Credit Card Agreement. Account and Agreement terms are not guaranteed for any period of time. In accordance with the Agreement and applicable law, we may change them based on information in your credit report, market conditions, business strategies, or for any reason. Refer to the Rewards Program Terms and Conditions for additional details on point accrual and redemption at www.localfirstbank.com/Rewards.

FIRST BANK

FIRST BANK MASTERCARD BUSINESS CREDIT CARD AGREEMENT

Meaning of Words: The following words have the following meanings in this Agreement. (a) "I", "me", "my", "our", "mine", and "us" mean individual firm, partnership, corporation, limited liability company or unincorporated association that applies for, signs, accepts, retains or authorizes the use of Cards, (b) "You", "your", "yours", and FB means First Bank (the Bank), (c) "Principal" means the person or persons designated as the Principal in the resolution duly adopted by me, (d) "Card" means a First Bank World Elite MasterCard Business Credit Card you have issued to me and my eligible employees, (e) "Cash Advance" means a loan I or any of my eligible employees obtain from you or anyone else under this Plan, (f) "Purchase" means a Purchase of goods or services of any kind I obtain from a seller or provider under this Plan, (g) "Advance" means any Cash Advance, Purchase, Convenience Check, or other credit extensions I or any of my eligible employees obtain under this Plan, (h) "Outstanding Balance" means the total balance I owe from time to time under this Plan and Agreement, including the principal and all finance and other charges due, (i) Credit Limit means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement ;(j) "Available Credit" means the difference between my Outstanding Balance and the Maximum Credit Limit you approve for me, (k) "Plan" means the Credit Card Plan established and governed by this Agreement.

1. You agree that you will issue Cards to my eligible employees with the understanding that each employee may only make Purchases of goods and services and obtain Cash Advances which are necessary for authorized business activities or are incidental to travel for my business. It is understood by and between the parties that the use of said Cards will constitute an extension of credit to me by you and that each Card issued shall constitute a separate account hereunder.

2. I hereby represent and warrant that I shall accept liability for any and all charges and Cash Advances made in connection with a Card issued under this Plan and that I will pay same with any finance charges accrued. You will establish and advise me by separate document, in regard to the Maximum Credit Limit on the extension of revolving credit under each account, which Maximum Credit Limit can be adjusted from time to time at your discretion. I represent that I will not make, authorize or allow use of any Card for any Purchases or Cash Advances which would exceed said limit.

3. I shall remain liable for all charges resulting from use of an employee's Card following his or her termination of employment from me until notice of said termination has been received by you, and except as specified by the MasterCard Business Liability Waiver program.

4. I agree and understand that I shall have sole responsibility for notifying you of any cancellation of charging privileges of any employee, to whom a Card has been issued and to so advise each eligible employee. It shall be my responsibility to retain and return to you the Card in the case of its cancellation. I shall be fully responsible for any and all charges made prior to the return of the Card to you.

5. I agree and understand that no charges or Cash Advances may be incurred for personal, family or household purposes and agree to so advise each eligible employee.

6. **Advances:** This Plan allows me to obtain extensions of credit from you by use of my Cards to make Purchases and/or obtain Cash Advances by executing a Cash Advance Slip or other written request form. I may also use my Cards to obtain Cash Advances from Automated Teller Machines, provided that I have received a Personal Identification Number (PIN) and I abide by the following rules: (a) Advances may not exceed my credit limit; and (b) I and my employees may not reveal my PIN to anyone but an authorized user. I understand that I shall not write the PIN on my Cards or carry it with me.

7. **Insurance and Use of Cards:** I must notify you promptly, in writing, of the loss, theft, or unauthorized use of Cards. You may refuse to issue or reissue and may also terminate, limit or modify Cards without notice to me, and I agree to surrender Cards on your demand or upon my learning of your cancellation or withdrawal of Cards. Cards at all times remain your property, and you may repossess them without the use of any court process. I promise not to use an expired or cancelled Card to obtain or try to obtain credit from anyone honoring a Card.

8. **Periodic Billing:** You will bill me on a periodic (monthly) basis on a date you select for all amounts I owe under this Plan. When I receive it, I agree to examine each Periodic Statement and immediately notify you about any charge or item I believe to be in error or subject to dispute. I have 60 days after the billing date on the Periodic Statement on which any inaccuracies first appear to notify you in writing about them. If I fail to do so, my statement will be considered as accepted by me and correct.

9. **Periodic Rates:** The monthly periodic rate and the corresponding ANNUAL PERCENTAGE RATE applicable to my account shall be determined as provided in the following explanation. To determine the Average Daily Balance of any account each day, add any new Purchases and/or Advances and subtract any payments or credits. This gives you the daily balance. Then, you add up the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance. Then, depending on the Average Daily Balance, you will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE.

10. **Other APRs:** If my account should become delinquent 60 days or more, the ANNUAL PERCENTAGE RATE for Purchases will increase to a fixed Penalty Rate of 30.90%. The Penalty Rate will remain in effect until the account is in a non-delinquent status for twelve (12) consecutive billing cycles. After twelve (12) billing cycles, I may request to receive an ANNUAL PERCENTAGE RATE on Purchases lower than 30.90%. My ANNUAL PERCENTAGE RATE and monthly periodic rate are subject to change monthly and will be based on your Prime Rate in effect on the last day of the previous calendar month and it will take effect on the first day of the next payment cycle. An increase in your Prime Rate will cause the ANNUAL PERCENTAGE RATE to increase and will result in an increase in the amount of the FINANCE CHARGE. This may cause an increase in the minimum periodic payment or cause a smaller amount of the minimum periodic payment to be applied to principal and therefore increase the number of payments required to pay the principal balance. I agree that your Prime Rate is an interest index rate you set and change from time to time at your discretion, to which many loans you make are tied and that your Prime Rate is not represented or intended to be the lowest or most favorable rate of interest charged by you.

11. **Payments:** I agree to pay you all of my obligations under this Agreement no later than the "Due Date" shown on each Periodic Statement and at each place as you designate.

12. **Minimum Periodic Payment:** I may pay either the Outstanding balance (the total "New Balance") or pay less than the total amount of the New Balance shown on the Periodic Statement unless the entire Outstanding Balance has become due as provided for in paragraph 22 of this Agreement. In any event, I agree to pay a Minimum Periodic Payment each month equal to the greater of 3% of the "New Balance" shown on the Periodic Statement or $10.00. Even though I pay more than the minimum payment during any individual billing cycle, the minimum payment will be due in all later billing cycles unless described otherwise in the Periodic Statement.

13. **Other Charges:** I understand that the cost of copies of statements, tickets, and other information not routinely provided to cardholders will be charged to me if this information is requested. The cost of this information is based on the bank's research fee as stated from time to time. I understand that you may charge me a late fee of $39.00 for any periodic payment that is 30 days or more past due.

14. **Over-the-Credit-Limit Fee:** I understand that you are under no obligation to pay any check or honor any credit card cash advance or credit purchase, which results in my credit limit being exceeded ("Over-the-Credit-Limit"). If you elect to pay or accept any of these checks, advances or purchases, whereby my unpaid balance exceeds my credit limit, I promise to pay these amounts without notice or demand on your part. If I exceed my credit limit, I agree to pay you an Over-the-Credit-Limit fee of $35.00 for each occurrence during the billing cycle where my account balance exceeds my credit limit.

15. **Cash Advance Transaction Fee:** For cash advances, and convenience check transactions, an additional Finance Charge (a Cash Advance Fee) of 3% **(minimum $5.00)** of the amount of each cash advance will be charged.

16. **Telephone Payment Fee:** I agree to pay a Telephone Payment Fee of $5.00 each time I call you to make a payment on my Account for payments made only from a non- First Bank account. I understand that if I should incur such a Charge, it may put my Account Over-the-Credit-Limit and should this occur, I also agree to pay the Over-the-Credit Limit Fee as stated previously in this Agreement.

17. **Returned Check Charge:** I agree to pay a Returned Check Charge of $35.00 for any check or automatic draft received by you for payment on my account that is returned by my bank to you for whatever reason. I understand that if I should incur such Charge, it may put my Account Over-the-Credit-Limit, and should this occur, I also agree to pay the Over-the-Credit-Limit Fee as stated previously in this Agreement.

18. **Annual Fees:** No Annual Fee

19. **Foreign Transaction Fee**: **2%** of each transaction in U.S. dollars.

20. **Liability for Unauthorized Use:** I may be liable for the unauthorized use of the Card(s). I shall not be liable for any unauthorized use of Card(s) that occurs after I notify First Bank BankCard Department, P.O. Box 925, Troy, North Carolina 27371 (1-866-256-2273) orally or in writing of the loss, theft or possible unauthorized use of my Card(s). "Unauthorized Use" means the use of a Card by a person other than an eligible employee, who does not have actual, implied apparent authority for such use, and from which uses I receive no benefit. For any unauthorized use, my liability for unauthorized use will not exceed $50.00 per account as to which less than 10 cards have been issued. As to any account to which 10 or more cards have been issued, I shall be liable for up to the first $500.00 of unauthorized use which is billed in the first statement reflecting the unauthorized use. I shall be responsible for all other unauthorized use with respect to any account in which 10 or more cards have been issued. I acknowledge that I am estopped from denying use of the Cards unauthorized if I do not notify you of unauthorized use within 21 days after any payment made on an account as to which I have not timely notified you as to unauthorized use shall be final and shall constitute ratification of all use of the Cards billed to you. The foregoing limits of liability are based on unauthorized use on my Cards.

21. **Events of Default:** I will be in default under this Plan and Agreement if any of the following events shall occur; (a) if I fail to comply with any term or conditions of the Agreement or of any other agreement I may have with you; (b) if I become insolvent or otherwise cease operation; (c) if a petition should begin or other proceedings should be started under the Federal Bankruptcy Code or other State insolvency statute by or against me; (d) if a Receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against me or any of my property, assets or income; (e) if you should consider your debts or any debts under this Agreement, unsafe or not completely secure or that you should believe, in good faith, that the chances of my paying or performing any of my obligations under this Agreement have been impaired; or (f) if I fail to provide complete current financial information upon your request.

22. **Entire Balance Due:** If any of the above events of default should occur, the Outstanding Balance shall become immediately due and payable, without notice and with interest due on these balances at the applicable ANNUAL PERCENTAGE RATE provided in this Agreement until paid; and your obligation to honor the use of Card(s) to get credit extensions from anyone or make further Cash Advances shall, at your option and, without notice, immediately end. If I fail to pay the entire Outstanding Balance immediately on your demand, I agree to pay all of your collection expenses, including your reasonable attorney's fees up to 15%.

The Bank will not be obligated to accept any check, money order, or other payment instrument marked "payment in full" delivered on any disputed account, loan balance, fee, or expense owed, and the Bank expressly reserves the right to reject all such payment instruments. All communications concerning any disputed amounts owed including without limitation any payment instrument tendered in good faith as full satisfaction of the amount owed, must be sent to the following address: First Bank BankCard Department, P.O. Box 925, Troy, N.C. 27371. Borrower agrees that if he or she fails to send any communications, check, money order or other payment instrument purporting to pay any disputed amount due hereunder in full, to the address designated above, the obligation referred to will not be satisfied, and shall be deemed not to have been made in good faith, even if such payment instrument is inadvertently processed by the Bank.

23. **Amendments:** You may amend this Agreement and Plan, from time to time, upon 15 days advance notice to me. I agree that the new terms, including any increase or decrease in the FINANCE CHARGE or other charges provided in this Agreement, shall apply to both new Cash Advances and new Purchases made before and after the effective date of the changes and to any unpaid Outstanding Balance I owe you on the effective date.

24. **Termination:** Either you or I may terminate this Agreement by giving written notice, but this termination shall not relieve me of any of my obligations existing under this Agreement prior to its termination.

25. **Sharing of Information with Affiliates:** Applicable law permits us to share information with third parties about our credit and account history with you. Applicable law also permits us to share additional information about you and your accounts with companies related to FB ("affiliates"). We provide this additional information to affiliates so that you may receive special offers and promotions from these affiliates. You may request that we not furnish this additional information (other than credit and account history) to our affiliates by writing to First Bank BankCard Department, P.O. Box 925, Troy, N.C. 27371. Please include your name, address, telephone number, account number (if known) and social security (tax identification) number. With respect to marketing programs already in progress, please allow a reasonable period of time for your request to take effect. In order for us to communicate important loan and deposit account information, we will continue to notify you through occasional statement inserts or other loan and deposit account information, and through other customer service mailings. Please be aware that state and federal laws impose certain mandatory disclosures of customer information by financial institutions. We must comply with laws that require mandatory production or disclosure.

26. **Miscellaneous:** We agree that by signing the First Bank MasterCard Application & Agreement, we understand that you may sue either one of us within 20 years after the total debt due under this Agreement is due if we default. Any notices you give shall be considered to have been given when placed in the United States Mail postage paid, and addressed to me at my address shown on my records.

27. **Advise Employees:** I shall advise my employees on the usage terms and restrictions contained in this Agreement which shall be binding upon them.

28. **Laws Governing This Agreement:** This Agreement shall be construed under the laws of the State of North Carolina. I understand that any willful misrepresentation on this Application and Agreement or in connection with this Plan could result in fines or imprisonment under the provisions of the U.S. Criminal Code.

All of the information provided in this application is complete, correct and provided to First Bank to obtain a MasterCard Business Credit Card. By my/our signatures and by my/our acceptances of the Credit Card(s), I/We agree to be bound by the Agreement, the provisions of which are incorporated herein by reference. You are hereby authorized to check my/our credit history, employment history, prior banking activity and account status and/or other information deemed necessary in order to confirm my/our identity to comply with all related laws and regulations as well as answer questions about your experience with me.

29. **USA Patriot Act:** To help the government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. **What this means for me:** When I open an account, I will be asked for my name, address, date of birth, telephone number, social security number and other information that will allow you to identify me. You may also ask for my driver's license or other identifying documents.

30. **Cardmember Agreement**. I acknowledge the receipt of a Cardmember Agreement with my newly issued Card. To the extent that the terms of the Cardmember Agreement may conflict with the terms of this Agreement, the terms of the Cardmember Agreement shall control.

I hereby authorize First Bank to investigate the credit history, financial capacity, employment history, prior banking history and account status and/or other information necessary in order to verify the creditworthiness and identity of the applicants and company applying for this card plan and to obtain information from any source concerning statements made herein. All of the information provided herein and on any documents furnished in connection herewith are true and accurate and contain no material misrepresentations or omissions. I understand that any willful misrepresentation on this application and agreement or in connection herewith could result in fines or imprisonment under the provisions of the U.S. Criminal Code.

FIRST BANK MASTERCARD BUSINESS CREDIT CARD CONTINUING AND UNCONDITIONAL GUARANTY

For good and valuable consideration and for the purpose of inducing First Bank ("FB"), 300 SW Broad Street, Southern Pines, N.C. 28387 ("Bank") and its successors and assigns, to extend or continue to extend, make, renew, or modify the FB BankCard Plan ("Plan"), the undersigned Guarantor (jointly and severally, if more than one, "Guarantor") absolutely and unconditionally guarantees and promises to pay to Bank on demand, the Plan indebtedness of the Company arising in connection with each separate FB MasterCard Business Card account ("Account") established from time to time pursuant to the Plan on the terms and conditions herein.

NATURE OF GUARANTY. The liability of Guarantor hereunder is unlimited and the obligations of Guarantor are continuing. Guarantor hereby guarantees the prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise of all Plan indebtedness and the prompt performance of the Company's obligations under the FB MasterCard Business Card Plan Agreement, whether now, new, or hereafter existing, and all extensions, modifications, substitutions thereof (the "Agreement"). The Plan indebtedness shall include any amounts owed by the Company pursuant to the Plan. No payments made upon the indebtedness will discharge or diminish the continuing liability of Guarantor in connection with any remaining portions of the Account indebtedness which subsequently arises or is thereafter incurred or contracted. This is not a special guaranty or guaranty of collection.

DURATION OF GUARANTY. This Guaranty will take effect when received by Bank and will continue in full force until all Plan indebtedness incurred or contracted before actual receipt by Bank of Guarantor's written revocation (and the proper distribution and notation of the revocation on Bank's books, records and systems) have been fully and finally paid and satisfied and all other obligations of Guarantor under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, guarantor may only do so in writing sent to Bank at First Bank BankCard Department, P.O. Box 925, Troy, N.C. 27371. This Guaranty and Guarantor's obligations hereunder remain fully enforceable irrespective of any claim, defense or counterclaim which the Company may assert on the Plan, including but not limited to failure of consideration, breach or warrant, payment, statue of frauds, statute of limitations, accord and satisfaction, and usury of which Guarantor hereby waives along with any standing by Guarantor to assert any of these claims, defenses or counterclaims.

GUARANTOR'S AUTHORIZATION TO BANK. Guarantor authorizes Bank, either before or after any revocation hereof, without notice or demand and without affecting Guarantor's liability under this Guaranty, from time to time to alter, supplement, compromise, modify, renew, extend, terminate, accelerate, waive or otherwise change the time for payment, the amount of payment or any other term, condition or provision of the Plan.

GUARANTOR'S REPRESENTATION AND WARRANTIES. Guarantor represents and warrants to Bank that (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way, the terms of the Guaranty; (b) Guarantor has independently investigated (and relies exclusively on the Company's credit and payment history with Bank, if any, and the company's past, current and projected financial condition; (c) upon Bank's request, Guarantor will provide to Bank, financial and credit information in a form acceptable to Bank; (d) Guarantor has established adequate means of obtaining from the company on a continuing basis information regarding the Company's financial condition; (d) the execution and delivery of Guaranty does not violate or constitute a breach of any agreement to which the Guarantor is a party; and (f) there is no litigation , claim, action or proceeding pending or, to the best knowledge of Guarantor, threats against the Guarantor which should materially affect the financial condition of the Guarantor or his ability to fulfill his obligations hereunder.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Bank (a) to make presentations, protest, demand notice of any kind, including notice of any nonpayment of the Plan indebtedness or notice or any action or non-action on the part of the Company; or (b) to proceed directly or at once against any person, including the Company or property.

If now or hereafter the Company shall be or become insolvent, Guarantor hereby forever waives and relinquishes in favor of Bank and the Company, any claim, right, remedy to payment Guarantor may now have or hereafter have to acquire against the Company that arises hereunder including any claim, remedy or right of subrogation, reimbursement, exoneration, indemnification, or participation in any claim, right or remedy of Bank against the Company. Guarantor also waives any and all rights or defenses arising by reason of any election or remedies by Bank which destroys, or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights or proceed against the Company for reimbursement. If payment is made by the Company, or by any third party and thereby Bank is forced to remit the amount of that Payment to the Company's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or laws for the relief of the debtors, the Plan indebtedness shall be considered unpaid for the purpose of enforcement of this Guaranty. This provision shall survive termination of the Guaranty.

SECURITY AGREEMENT. Guarantor authorizes Bank to secure the Guarantor's obligations hereunder with a security interest in any depository accounts (the "Collateral") maintained by Guarantor (whether solely or jointly) with the Bank. In the event of a default under the terms of the Plan, Guarantor authorizes Bank to take possession of the Collateral without further demand or notice to the Guarantor.

DEFAULT. Guarantor shall be in default hereunder upon: (a) failure of the Company or Guarantor to comply with any requirement of the Agreement including payments when due; (b) the death, dissolution, termination of existence, insolvency, or business failure of the Company or Guarantor, appointment of a receiver for any part of the property or for any such party; assignment for the benefit of creditors by or the commencement of any proceedings in bankruptcy or insolvency by or against the Company of Guarantor; (c) the entry of a judgment against the Company or Guarantor; (d) the issuing of any attachment or garnishment, or the filing of any lien against any property of the Company or Guarantor; (e) the taking of possession of any substantial part of the property of the Company or Guarantor at the instance of any government authority; (f) the merger, consolidation or reorganization of the Company or Guarantor; (g) the determination by Bank that a material adverse change has occurred in the financial condition of the Company or Guarantor from the condition of such party as disclosed to Bank in any manner; or (h) if any representation or statement made to Bank by or behalf of the Company or Guarantor is untrue in any material respect, or there is any material omission in any representation or statement made to Bank by or on behalf of the Company.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty.

Amendments. This Guaranty constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty and supersedes all understanding and correspondence, oral or written, with respect to the subject matter hereof. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or the parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of North Carolina.

Attorney's Fees; Expenses. Guarantor agrees to pay upon demand all of Bank's costs and expenses, to the extent permitted by applicable law, including reasonable attorney's fees of 15%, court costs and Bank's legal expenses, incurred in connection with the Account or the enforcement of the Guaranty. Cost and expenses include Bank's reasonable attorney's fees and legal expenses, whether or not there is a lawsuit, for bankruptcy proceedings (and including efforts to modify or vacate any state injunctions, appeals, and any anticipated post-judgment collection services.

Interpretation. All words used in the Guaranty in the singular shall be deemed to have been used in the plural and vice-versa. The words "guarantor", "Company", and "Bank" includes the heirs, successors, assigns, and transferees of each of them. If a court of competent jurisdiction finds any provision of this Guaranty to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances, and the provisions of this Guaranty in all other respects shall remain invalid or enforceable.

Waiver. Bank shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing or signed by Bank. No delay or omission of the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver by Bank of a provision of this Guaranty shall not constitute a waiver of Bank's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Bank, no normal course of dealing between Bank and Guarantor, shall constitute a waiver of any Bank's rights or of any of Guarantor's obligations as to any future transactions.