



## SIMPLE SOLUTION LINE OF CREDIT AGREEMENT

### AGREEMENT

This Line of Credit Agreement and evidence of indebtedness apply to the Line of Credit Account you selected and requested in the application. The Access Card is issued by us subject to the terms of this Agreement. Retaining or using the Access Card is the equivalent of signing this Agreement. You acknowledge that a copy of this Agreement and all required disclosures were received by you before the first transaction under the Account. You understand that all terms of the Account stated on any insert or other writing submitted to you as terms of the Account, as such terms may be amended, supplemented or substituted from time to time, are expressly incorporated by reference into this Agreement as if fully stated herein. This Agreement may not be amended except in accordance with the provisions of this Agreement.

### DEFINITIONS

This Agreement governs your Farm Bureau Bank Simple Solution Line of Credit ("Line of Credit", "Credit Line", or "Access Card" or "Account"). In this Agreement and your billing statement ("Statement"), "we", "us", or "Bank" means Farm Bureau Bank FSB; and "you", "your" or "Borrower" means all persons who we approve to use the Credit Line.

### USE OF THE ACCOUNT

Your credit account is a revolving Line of Credit. Your Line of Credit will automatically be de-activated if you do not request access within 90 days from the date of the Simple Solution Vehicle Loan Note. To access your Credit Line call the Bank at 1-800-492-3276 and provide your "Simple Solution" ID# from your "Access Card". Requests for Advances must be in increments of \$250 and the proceeds of the draw transferred to a domestic deposit account. You may not request Advances in excess of your Line of Credit. We may decline to authorize any Advance or increase or decrease of the credit limit at our discretion at any time with or without notice to you.

### LOST OR STOLEN ACCESS CARDS

If you notice the loss or theft of your Access Card or unauthorized use of your line of credit, you should write to us immediately at: Farm Bureau Bank, PO Box 33427, San Antonio, TX 78265-3427, call us at 800-497-FARM (3276) or contact us on the Web: [www.farmbureaubank.com](http://www.farmbureaubank.com). You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

### CHOICE OF LAW

This Agreement and your Credit Line and any claim, dispute, or controversy arising from or relating to this Agreement or your Credit Line, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with federal law, and to the extent that state law applies, the laws of the State of Nevada (without regard to internal principles of conflicts of law). The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Nevada.

### CHARGES TO ACCOUNT; MONTHLY STATEMENT

When you make Advances using your Access Card, the amount is added to the outstanding balance, if any, of your Account to determine the "New Balance" as of the statement date. We will send you a statement each month reflecting all transactions to your Credit Line for the prior billing cycle.

### PRIOR AUTHORIZATIONS

Advances from your Line of Credit may require our prior authorization. We may limit the number of Advances we will give your Account on any one day. In the event that our authorization system is not fully operational, we may not be able to give our approval for Advances even though they would not exceed your Credit Limit.

### FINANCE CHARGES

We begin charging interest on the transaction date. We figure the interest charge on your Account by applying the periodic rate to the "daily balance" of your Account for each day in the billing cycle. The periodic rate is equal to the APR divided by the number of days in a year. To get the "daily balance" we take the beginning balance of your Account each day, add any new Advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. There is no minimum finance charged for a billing period.

The **ANNUAL PERCENTAGE RATE** for your Farm Bureau Bank Simple Solution Line of Credit is fixed at 25.00% (equivalent to a 0.06849% daily periodic rate calculated with a 365-day year) and will not vary in concert with changes to an index.

### FEES

The following charge, unless otherwise arranged between us, will be added to your Account and treated as an Advance:

- **Returned Payment:** We will charge you \$29.00 for each return by a bank or other depository institution of a dishonored payment by you to us in connection with the Account. This fee will be in addition to all Finance Charges and fees we may collect from you and is not subject to refund or rebate.

### PAYMENT OF ACCOUNT

You may pay the balance of your Line of Credit in full during any billing period by paying the new balance as shown on the monthly statement by the payment due date shown on the statement. You must pay, however, at least the Minimum Payment required to be made each billing period. Unless otherwise notified on your monthly statement, the Minimum Payment is the larger of \$50 or 5% of the outstanding New Balance as shown on the monthly statement. All payments are considered made on the date received, (or the first Processing Day after the date received if received on a non-Processing day), if received at the address shown on the monthly statement before 5 p.m. unless the medium of payment is later dishonored. All payments must be made by check, drawn on a U.S. Bank or a U.S. Branch of a Foreign Bank, and sent through the United States Postal Service. The payment due date will be at least 25 days later than the "closing" date on your monthly statement. We may apply your minimum payment amount to Fees, Finance Charges, and Advances in the order determined by us. We will apply a payment made in excess of the required minimum payment amount first to the card balance bearing the highest rate of interest and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted.

### CREDIT LIMIT

You may make Advances on your Farm Bureau Bank Line of Credit up to the established credit limit unless the Account is terminated as set forth herein or unless Advances are dishonored for the reasons herein: (1) the amount of the Advance would exceed your established credit limit; (2) you are delinquent in making payments to us under the terms of the Agreement; (3) you are in default under any terms of this Agreement; (4) you are in default under any obligation to this Bank; and/or (5) your Account is canceled for any reason stated herein.

### DEFAULT

You promise to pay us the total amount of any Advance under this Agreement plus any Finance Charges that may be due and not permit an event of default to occur. You further covenant not to take any action or permit any event to occur which materially impairs your ability to pay when due. Upon the occurrence of any one or more of the following events of default: (a) you fail to pay at least the Minimum Payment when due; (b) you die, cease to exist, change residency or principal place of business to another state, become insolvent or the subject of bankruptcy or insolvency proceedings; (c) you fail to observe any covenant or duty contained in these regulations; (d) any item in any financial statement delivered by you to us is false in any material respect when given; and/or (e) the occurrence of default under any Agreement securing the obligations hereunder; the full amount of your account shall, at our option become immediately due and payable. If you fail to pay any amount you owe us under this Agreement and we refer the matter for collection by an attorney or if we have to collect through proceedings in probate or bankruptcy, or if we have to sue you, you agree to pay all actual court costs incurred by us and all attorney's fees assessed by the court.

### SETOFF

In addition to the other remedies provided in this Agreement but subject to any limitations of applicable federal or state law, upon the occurrence of an event of default you hereby grant us a security interest in and a right of setoff against all monies, securities and other property of yours now or hereafter in the possession of or on deposit with us or any of our members or branch banks, whether held in general or special account or deposit, or for safekeeping or otherwise. Every such security interest and right of setoff may be exercised without demand upon or notice to you. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of setoff, or by any delay in so doing. Every security interest and right of setoff shall continue in full force and effect until such security interest or right of setoff is specifically waived or released by an instrument in writing executed by us.

### CHANGE IN TERMS

We may amend this Agreement if we send you written notice of the amendment, to your last known address as show on our records, as required by law. Invalidity of any provision of these terms shall not affect the validity of any other provisions. If you do not agree to the amendment, your only alternative is to terminate your Line of Credit.

### NOTICES

Notices under this Agreement shall be effective only if given in writing to us at our billing office (P.O. Box 33427, San Antonio, TX 78265-3427), and to you at your last address as shown on our records. You agree to notify us immediately if your address changes from that shown on the application. We may at our discretion accept address corrections from the United States Postal Service.

### TERMINATION

Your consent to these regulations may be terminated at any time at your request, but such terminations do not affect your obligations as to any balances or charges outstanding at the time of termination. At any time, or following an annual review, without affecting your liability for credit previously extended, your privilege to use the Account may be revoked or limited by us to the extent not prohibited by law. The Access Card is and will remain our property.

### CREDIT INFORMATION

You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer report agencies) for the purpose of considering your application for this Credit Line and subsequently, in connection with any updates, renewals, or extensions of credit or reviewing or collecting your Credit Line. You also authorize us to report information concerning you or your Credit Line, including information about your performance under this Agreement, to consumer reporting

agencies and others who may properly receive such information. If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 33427, San Antonio, TX 78265-9865. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of this Agreement.

### IRREGULAR PAYMENTS & DISPUTED AMOUNTS

To the extent allowed by law, we can accept late payments, partial payments, and checks and money orders marked "Paid in Full" or language having the same effect, without losing any of our rights under this Agreement. You agree not to send us payments marked "paid in full", "without recourse," or in similar language unless such payments are marked for special handling and sent to P.O. Box 33427, San Antonio, TX 78265-3427.

### CHANGE IN STATUS

Your liability for debt incurred after a change in marital status, regardless if notice is given to us of the change or we are informed that further use by a party is unauthorized, does not end until the Line of Credit is paid to zero and closed.

### DELAY IN ENFORCEMENT

We can delay enforcing any of our rights under this Agreement any number of times without losing them. The fact that we may honor an Advance in excess of your Credit Limit does not obligate us to do so again at a later date.

### TELEPHONE MONITORING

In the regular course of our business, we may monitor and record telephone conversations made or received by our employees, agents or designees. You agree we will have the right to monitor and record such telephone conversations between you and our employees, agents or designees whether initiated by you or them.

### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What to Do If You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Farm Bureau Bank  
P.O. Box 33427  
San Antonio, TX 78265-3437

You may also contact us on the Web: [www.farmbureaubank.com](http://www.farmbureaubank.com).

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.