

Line of Credit and Visa® Business Card Agreement

1. This Line of Credit and Visa Business Card Agreement and evidence of indebtedness apply to the Line of Credit Account you selected and requested in the Application. The Card and any Credit Devices are issued by us subject to the terms of this Agreement and are and remain our property. The Card or other Credit Devices must be returned or surrendered on our request. The Company and Guarantor, jointly and severally, agree to the terms of this Agreement. Retaining, signing, using or permitting others to use the Card, any Credit Device, or the Account 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 and are a part of this Agreement as if fully stated herein.

2. **Definitions:** As used in this Agreement: "Account" means this open-end revolving line of credit account established pursuant to this Agreement. Charges are posted to the Account from the use of a Card, Credit Device, information from the Card, or any other device or procedure by which the Account can be accessed. "Agreement" means Line of Credit and Visa Business Card Agreement, the Card Carrier and any Insert and Addendums sent to you with your Card. "Applicable State Law" means the law of the state of Nevada, the location of the home office of the Issuer. "Application" means the oral, written or electronically submitted application for credit you completed to request that we extend credit to you under the Account and issue a Card to you based on information you supplied and on which we relied. The Application is not evidence of your indebtedness. You are responsible for the representations made in the Application and for repayment of the credit provided to you. "Authorized User" means any person you permit to use your Account or who has apparent authority to do so. "Card Carrier" means the mailing folder that holds the Card delivered to you pursuant to this Agreement. "Card" means the Credit Card or Cards for which you applied and includes any Credit Device or procedure by which the Account can be accessed. "Cash Advance" means any account transaction identified as a Cash Advance on your credit statement, including any ATM, bank, exchange, or other fee charged by the provider of cash or its equivalent, and further including the transaction fee we assess on the cash advance. Cash Advances include, but are not limited to, cash, travelers checks, foreign currency, money orders, wire transfers, gaming chips or similar cashlike items. "Check" means a Line Access Check, a written Credit Device which we may issue to you. "Credit Device" means a Check, payee-designated check, blank draft, order, or other transaction that accesses the Account, other than a Card. "Credit Limit" means the total dollar amount that you may borrow against in accordance with this Agreement. "Guarantor" means the individual who unconditionally guarantees, or promises to pay, the amounts due on your account even if no demand for payment is first made to you. "Holder," "you" or "your" means the Company and Guarantor, jointly and severally. "Index" means the Prime Rate used in determining the APRs used on your Account each billing cycle is the highest rate published in the Money Rates column of The Wall Street Journal on either the first or last day of each billing cycle. "Insert" means any document sent to you with this Agreement that may provide additional information on the terms of the Account. "Issuer," "bank," "we", or "us" means Farm Bureau Bank FSB, a Federal Savings Bank with its home office in Sparks, Nevada. "Margin" means the interest rate differential between the Index Rate and the Annual Percentage Rate (APR). The Margin is expressed as a number of percentage points. "Purchase" means any account transaction to show payment for goods or services identified as a Purchase on your credit statement. "Processing Days" means any business day (Monday through Friday), excluding bank holidays.

3. **Use of the Account:** You represent that your Account will be used exclusively for business, commercial, agricultural or organizational purposes and not for personal, family or household purposes.

You and any Authorized User may use the Account for Purchases or Cash Advances from anyone that accepts the Card or a Credit Device, provided that such transaction is not illegal. We make no representation that any particular person or entity will accept the Card or a Credit Device. If you use your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order, telephone purchase, or electronic transaction), the legal effect will be the same as if the Card had been used by you and will constitute a Purchase or Cash Advance as the case may be. You must sign the Card before using it.

Visa Business Card holders now have complete liability protection for all Visa Business Card transactions that are processed on the Visa network system. This protection does not apply to ATM transactions. If your Visa Business Card is ever lost or stolen you are protected against fraudulent use of the Card, including transactions made via telephone or on the Internet.

Definition of unauthorized transaction: A transaction on your account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. "Unauthorized transaction" does not include a transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account.

Liability for unauthorized transactions. You must promptly notify us within sixty (60) calendar days of the mailing date of the first statement showing any unauthorized transactions on your account. We may require you to confirm the complaint in writing. If you properly notify us, then you shall have zero liability for such unauthorized transactions. We will provisionally recredit your account within five business days.

Exceptions to "zero liability." This protection shall not apply to any ATM transactions. Also, in the event an investigation by us finds substantial evidence that a cardholder was grossly negligent in the handling of the card or account, then liability may be reimposed.

You promise to pay for all authorized Purchases, Cash Advances, Finance Charges, and Fees as may be due under this Agreement, regardless whether made by you or any other person, except as provided in this Section with respect to limits for certain unauthorized use. You shall be liable for all amounts due from you under this Agreement. You may not use the Card for any illegal purpose.

4. **Lost or Stolen Cards or Credit Devices:** Lost or stolen Cards, PINs or Credit Devices should be reported immediately to Issuer by notifying 800-556-LOST (5678).

5. **Checks:** You may access the Account by writing a Check. Checks will not be subject to any stop payment order and will not be returned to you. You agree that we may impose a charge determined by us if we provide you with a copy of any Check. You agree not to post date any Check. If you do post date a Check and the Issuer or its agent pays it prior to its date, you agree that neither the Issuer or its agent shall be liable to you for such payment.

6. **Use of Card at ATMs:** We may issue you a personal identification number ("PIN") for use with your Card in automated teller machines ("ATMs"). Use of a Card at an ATM to obtain cash is a Cash Advance.

7. **Choice of Law:** You understand that obligations under this Agreement represented by charges to your Account are contracted and become binding when the sales drafts, Credit Card slips, Checks or other Credit Devices are accepted by us and we cause the holders of the same to be paid. You acknowledge that these events will occur at the home office of the Issuer, and you further agree that this Agreement is governed by Applicable State Law. We make the decision whether to open an Account for you and issue a Card to you from our home office. If any part of this Agreement is determined to be unenforceable, it will not make any other part unenforceable. In case of conflict between the terms of this Agreement and other materials or forms relating to your Account, other than a change in terms notice, the terms of this Agreement shall govern.

8. Charges to Account; Monthly Statements: When you, or an Authorized User, make Purchases or obtain Cash Advances using the Card or a Credit Device, 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 charges and credits to your Account for the prior billing cycle. The statement shall be deemed correct and accepted by you unless you notify us in writing to the contrary within 60 days after we mail the statement to you.

9. Prior Authorizations: Purchases and Cash Advances may require our prior authorization. We may limit the number of authorizations 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 transactions even though they would not exceed your Credit Limit. You agree that neither we nor our authorization agent shall be liable for not giving an authorization in such case.

10. Purchases: On issuance of your Card, we will establish a category in your Account for Purchases. Finance Charges accrue on Purchases from the date the Purchase is posted to your Account. You may avoid paying Finance Charges on the Purchase portion of the "New Balance" shown on your monthly statement if the New Balance is paid in full by the "Payment Due Date" shown on the monthly statement. The Payment Due Date will be at least 22 days later than the "Closing Date" shown on your monthly statement. If you do not make full payment by the Payment Due Date, you will be charged a Finance Charge computed on the "Average Daily Purchase Balance" for the current billing period. The "Average Daily Purchase Balance" for the current billing period is calculated in this way: (1) we start with your previous "Purchase Balance" at the beginning of the current billing period which includes any periodic Finance Charges calculated on the previous day's balance; and (2) each day of the current billing period we subtract payments and credits from, and add new Purchases to (including any fees that are treated as Purchases), the previous Purchase Balance, giving us the "Daily Purchase Balance". We then add together the Daily Purchase Balance for each day of the billing cycle, and divide this sum by the number of days in the billing cycle, giving us the "Average Daily Purchase Balance". We then multiply the Average Daily Purchase Balance by the number of days in the billing cycle, and then multiply this amount by the applicable "Daily Periodic Rate". The Daily Periodic Rate (and the corresponding APR) for Purchases is subject to change and may vary in accordance with the variable rate plan described in this Agreement.

11. Cash Advances: Extensions of credit made under this Agreement include Cash Advances. Finance Charges accrue on Cash Advances from the day you receive a Cash Advance until the Cash Advance is paid in full. The Finance Charge on Cash Advances is computed on the "Average Daily Cash Advance Balance" for the current billing period calculated in this way: (1) we start with your previous "Cash Advance Balance" at the beginning of the current billing period which includes any periodic finance charges calculated on the previous day's balance, and (2) each day of the current billing period we subtract payments and credits from, and add new Cash Advances to, the previous Cash Advance Balance, giving us the "Daily Cash Advance Balance". We then add together the Daily Cash Advance Balance for each day of the billing cycle, and divide this sum by the number of days in the billing cycle, giving us the "Average Daily Cash Advance Balance". We then multiply the Average Daily Cash Advance Balance by the number of days in the billing cycle, and then multiply this amount by the applicable Daily Periodic Rate. The Daily Periodic Rate (and the corresponding APR) for Cash Advances is subject to change and may vary in accordance with the variable rate plan described in this Agreement.

12. Minimum Finance Charge: If your monthly statement shows an amount subject to Finance Charges, the Finance Charges will not be less than \$0.50.

13. Variable Rate Plan: We may offer you an Introductory APR for Purchases and/or Cash Advances for an "Introductory Period". The APR(s) and the corresponding Daily Periodic Rate(s) during the Introductory Period will be identified in the Insert.

On the expiration of the Introductory Period, if any, each Daily Periodic Rate used to compute Finance Charges will be determined in accordance with a variable rate plan. The APR applied to Purchases and Cash Advances may vary from month to month and will be calculated by adding the applicable Margin to the applicable Index. The initial Margin(s) for Purchases and Cash Advances are set forth in the Insert. The Insert also shows the Daily Periodic Rate(s) and APR(s) (using the Index and Margin(s)) that would have applied in the absence of the Introductory Rate. An increase in the Daily Periodic Rate (and the corresponding APR) may occur if the Index increases or the Margin increases, but the combined Index and Margin will not exceed the maximum allowable by Applicable State Law. If the Index or Margin changes, the new Daily Periodic Rate(s) (and corresponding APR(s)) will apply to all amounts subject to Finance Charges as of the first day of the billing cycle shown on your next monthly statement. The Daily Periodic Rate(s) for Purchases and Cash Advances in effect for each billing cycle will be disclosed on your monthly statement for that billing cycle. We may change any Margin applicable to your Account from time to time. We will notify you of any new Margin prior to the effective date of any Margin change.

14. Default APR: If we do not receive a payment equal to or greater than the Minimum Payment at least 22 days following the "Payment Due Date" on any monthly statement, we may increase the APR for all balances on your Account to the "Default APR" and corresponding Daily Periodic Rate. The Default APR and the corresponding Daily Periodic Rate will apply to all amounts subject to Finance Charges as of the first day of the billing cycle shown on your next monthly statement. The Default APR and corresponding Daily Periodic Rate are subject to change and may vary in accordance with the variable rate plan described in this Agreement. The Default APR and the corresponding Daily Periodic Rate will be identified in the Insert.

If your Daily Periodic Rate (and corresponding APR) is increased as described above, it may subsequently be reduced at our discretion as of the first day of the billing cycle commencing after the monthly review date on which it is determined that (1) at least the Minimum Monthly Payment has been received by the Payment Due Date shown on your statement each month during the six month period preceding such review and (2) your Account was continually open and eligible to charge during the six month period preceding such review date. Accounts whose rates are reduced will be subject to subsequent increase should future payments be missed in the manner described above.

15. Cash Advance Fee: If you use your Card to obtain a Cash Advance, we will impose a Cash Advance transaction fee equal to the greater of \$10.00 or 3.0% of the sum of the amount of the cash or cash-like item and any ATM, bank, exchange, or other fee charged, and treat the total amount (including the advance and all fees) as a Cash Advance for the purposes of finance charges.

16. Fees: The following charges, unless otherwise arranged between us, will be added to your Account and treated as a Purchase:

Over-the-Limit: If the balance on your monthly statement exceeds the Credit Limit for the Account on the Closing Date of the monthly periodic statement, we will assess a \$39.00 over-the-limit fee.

Late Payment: For any payment due under the terms of this Agreement that is not made by its due date, we will assess a delinquency charge. The charge will be \$39.00.

Annual Fee: Any Annual Fee on the Account will be disclosed on the Insert.

Returned Check and/or Convenience Check Fee: We will charge you \$29.00 for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal, or share draft issued by you to us in connection with the Account. We will also charge you \$29 for any convenience check returned by us. 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.

Additional Fees: Each account shall be subject to the following additional fees: (1) \$5 for replacement of a Card; (2) \$4.95 for check re-orders and (3) reasonable charges according to the then current fee schedule for additional copies of monthly statements, drafts and receipts requested. Fees imposed will be posted to the Account.

17. Payment of Account: You may pay the balance of your Account 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 \$20 or 2% of the

outstanding New Balance as shown on the monthly statement rounded down to the nearest increment of \$1.00, or the entire New Balance if it is \$20 or less. All payments are considered made on the date received, if received at the address shown on the monthly statement before any cut-off hour established, unless the medium of payment is later dishonored. We may submit a negative credit report reflecting on your credit record if you fail to keep your promises under this Agreement. All payments must be made in U.S. Dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. Bank or a U.S. Branch of a Foreign Bank. The payment due date will be at least 22 days later than the "closing" date shown on your monthly statement. We may apply your payments to Fees, Finance Charges, Purchases, and Cash Advances in the order determined by us.

18. Credit Line: You will from time to time be informed of the amount of the approved credit line under each account established for you, and you covenant not to make, authorize or allow credit Purchases or borrowings in excess of the amount. However, notwithstanding such credit line, you are liable for all Purchases and borrowings made with the Cards, Checks, or Other Methods by it or by anyone authorized to access the Account. We may honor Purchases and Cash Advances in excess of your Credit Limit at our sole discretion. If we do so, you may be charged an Over-the-Limit fee as provided in this Agreement, and you agree to immediately pay the excess. You agree that we may change your Credit Limit or cancel your Account and Credit Card if you exceed the Credit Limit.

19. Foreign Transactions: If a Card is used to effect a transaction in a foreign currency, the transaction amount will be converted into the US dollar amount by the relevant Card Association (or its affiliate). The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by the relevant Card Association (or its affiliate) from the range of rates available in wholesale currency markets for the applicable central processing date; which rate may vary from the rate the relevant Card Association (or its affiliate) itself receives, or the government mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. This 1% adjustment is made for all international transactions regardless of whether there is a currency conversion associated with the transaction. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

20. Disputes: We are not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a Card, Check, or Other Access Method. We have no responsibility for merchandise or services obtained with a Card and any dispute concerning merchandise or services will be independently settled by you with the merchant concerned.

21. Default: You covenant to observe and comply with these regulations and not to 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; 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. You agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by you or incident to any action or proceeding involving you brought pursuant to the United States Bankruptcy Code).

22. Setoff: In addition to the other remedies provided in these regulations 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 set off, 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.

23. Termination: Your consent to these regulations may be terminated at any time by surrendering the Cards and Checks issued to you at your request, but such termination shall not affect your obligations as to any balances or charges outstanding at the time of termination. Termination by you shall be binding on each Authorized User. Unless sooner terminated, the privilege to use the Cards shall expire on the date shown on the Cards. At any time, or following an annual review, without affecting your liability for credit previously extended, your privilege to use the Account or Cards may be revoked or limited by us to the extent not prohibited by law. The Cards and any Credit Device are and shall remain our property and you agree to surrender them to us upon demand. You agree to notify us of any cancellation of an Authorized User's charging privileges. You shall return to us any Cards to Authorized Users whose privileges have been terminated.

24. Amendments: Issuer may amend these terms and may amend the charge terms from time to time, and will mail to you at your last known address as shown on the record of Issuer written notice of any such change not less than 15 days prior to its effective date, or as otherwise required by law. Invalidity of any provision of these terms shall not affect the validity of any other provisions.

25. 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 78265-9865), 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.

26. Credit Information: We may exchange information with a consumer and/or business credit reporting agency on the Company and/or the Guarantor or other financial providers and the use of this information in connection with your Application, any periodic review, Credit Limit review, sale of your Account to another Lender, or renewal of your account. This account maybe subject to an annual review. Additional financial information maybe requested prior to the review. Financial Information may or may not include business tax returns and/or Personal tax returns and business financial statements and/or personal financial statements. Financial statements include: income statement and balance sheet.

27. 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 a Purchase or Cash Advance in excess of your Credit Limit does not obligate us to do so again at a later time.

28. Credit Card Reissuance: At our discretion, on a Card's expiration, we may decline to reissue any Card unless required by law.

29. Monitoring Telephone Conversations: 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.

30. Remedies; Venue: You agree that any claim or dispute arising under this Agreement shall be heard in any court having jurisdiction in the state in which you reside.

Website Privacy: Visitors to Farm Bureau Bank's website remain anonymous. Except as described below, we do not collect identifying information about visitors to our site. We may use standard software to collect nonidentifying information about our visitors, such as: date and time our site was accessed, IP address (a numeric address given to servers connected to the Internet), web browser used, city, state and country. Farm Bureau Bank uses this information to create summary statistics and to determine the level of interest in information available on our site. Visitors may elect to provide us with information via E-mail, online registration forms, or our guest book. This information is used internally, as appropriate, to handle the sender's request. It is not disseminated or sold to other organizations.