

Credit Card Agreement and Initial Disclosures

1. Definitions. In this Agreement the words “I”, “me” and “my” mean the sole proprietor, partnership or corporation applying for a VISA Commercial Card account (“Account”). The word “you” means Union Bank & Trust Company, P. O. Box 82535, Lincoln, Nebraska 68501. The word “Card” means the VISA Commercial Card, checks or other credit devices used in connection with my Account. The word “Purchase” means an advance to pay for the purchase of goods or services from any authorized VISA merchant. The words “Cash Advance” mean a cash advance loan made to me or on my behalf through the use of a Card. The words “Rate Option” mean the words used to identify the various types of Accounts governed by this Agreement.

2. Rate Option Designation. Each different type of Account governed by this Agreement is identified by the Rate Option assigned to such Account. You have stated the Rate Option which is assigned to my Account in the Letter of Approval being delivered to me with this Agreement. In addition, I can tell what type of Account I have from the Rate Option that is printed on my periodic billing statement. Further, in the future, if requested by me and approved by you, I may elect to convert the terms of my Account to new terms relating to a type of Account governed by this Agreement, in which event all of the terms of this Agreement relating to such new type of Account will apply to me and my Account. This Agreement applies to Accounts with the following Rate Options: VISA Commercial Card.

3. Issuance of Cards. By applying for an Account or by using or consenting to the use of my Account, I agree that the terms and conditions of this Agreement govern my Account, the use of my Card and all credit extended under this Agreement. You may issue Cards to allow me access to my Account. You and any of your affiliate companies may share all credit information related to Account information among yourselves.

4. Credit Limit. My “Credit Limit” is the maximum amount of Purchases and Cash Advances that I am authorized to make with the Card. You have established, and advised me of, an initial Credit Limit for my Account. I agree not to make Purchases or Cash Advances that will cause the outstanding balance of my Account to exceed my Credit Limit. You reserve the right at any time to increase or decrease my Credit Limit. You do not have to honor any use of my Card if my Account is in default, my credit privileges have been suspended or terminated, or such use would cause me to exceed my Credit Limit. If I exceed my Credit Limit, you may honor the use of my Card without losing any of your rights. If you have previously honored requests for credit over my Credit Limit, it does not mean that you will honor further overlimit requests. If requested by me and approved by you, you will issue to me a Personal Identification Number that will permit me to access my Account through the use of my Card in ATM’s. You reserve the right at any time to limit the amount of Cash Advances that I may withdraw each day through the use of my Card at any ATM.

5. Promise to Pay. I may make Purchases and Cash Advances with the Card up to my Credit Limit when I use the Card in accordance with this Agreement. I promise to repay all Purchases, Cash Advances, finance charges and any and all other charges whatsoever incurred through the use of the Card by sending my payment to you at an address which you shall Furnish to me.

6. Finance Charge and Grace Period. A periodic finance charge will begin to accrue on each Purchase, Cash Advance or other charge (including unpaid finance charges) as of the transaction date, unless such Purchase, Cash Advance or other charge made in the current billing cycle is posted to my Account in the next billing cycle, in which case finance charges will accrue from the first day of the next billing cycle. Any periodic finance charge shown on my periodic billing statement is computed through the “Closing Date” shown on such statement. Payments are subtracted as of the date received and credits are subtracted as of the transaction date, unless such credit transactions occurring in the current billing cycle are posted to my Account in the next billing cycle, in which case such credits will be subtracted as of the first day of the next billing cycle.

Notwithstanding the foregoing, there is a twenty-five day “Grace Period” during which no periodic finance charge will be imposed if, in each billing cycle, I pay in full the “New Balance” shown on my periodic billing statement on or before the “Payment Date” shown on such statement. Further, if finance charges have been accruing on balances in my Account, finance charges will not accrue on the New Balance shown on my periodic billing statement from the Closing Date to the date payment is made if I pay such New Balance in full on or before such Payment Date shown on such statement.

I agree to pay a FINANCE CHARGE at my “Monthly Periodic Rate.” My Monthly Periodic Rate used to compute the FINANCE CHARGE is determined in accordance with the applicable variable rate plan applicable to my Account. Each of my periodic billing statements will disclose the Monthly Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) which was applied to the balance in my Account shown on such statement. The Monthly Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) may vary monthly and will be determined on each “Determination Date.” The Determination Date is the 1st day of each month or, if the 1st day of a month is not a business day, then the first business day following the 1st day of that month. The Monthly Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) will vary in accordance with an index which is based on the highest “Prime Rate” as published under the “Money Rates” subsection in The Wall Street Journal on each Determination Date. If I have a VISA Commercial Card Account, on each Determination Date, the ANNUAL PERCENTAGE RATE will be calculated by adding 7.25% to such Prime Rate. The Monthly Periodic Rate in effect for a VISA Commercial Card Account as of April 1, 2008, is 1.042% (corresponding ANNUAL PERCENTAGE RATE 12.50%). If the Prime Rate decreases, my Monthly Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) will decrease accordingly. Any such increase or decrease will take effect on the first day of the billing cycle following the billing cycle in which the Determination Date occurred. An increase in my Monthly Periodic Rate (and corresponding ANNUAL PERCENTAGE RATE) may result in

increased FINANCE CHARGES. A decrease in my Monthly Periodic Rate (and the corresponding ANNUAL PERCENTAGE RATE) may result in decreased FINANCE CHARGES.

You figure a portion of the FINANCE CHARGE (the “Periodic Rate Charge”) on my Account by applying my Monthly Periodic Rate to the “Average Daily Balance” of my Account (including current transactions). To get the Average Daily Balance, you take the beginning balance of my Account for each day in the billing cycle and add any new Purchases, Cash Advances, unpaid charges (including unpaid finance charges) and other debits (as of the date of the transaction unless you have added them as of a later date), and subtract any payments (as of the date received) or credits (as of the date of the transaction unless you have subtracted them as of a later date). This gives you the “Daily Balance.” Then you add up all the Daily Balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the Average Daily Balance.

I agree to pay an additional FINANCE CHARGE (a “Cash Advance Charge”) of 4% (minimum \$5) of the amount of each Cash Advance. In the first billing cycle in which a Cash Advance is posted, the Cash Advance Charge may cause the “ANNUAL PERCENTAGE RATE” to exceed the “Corresponding ANNUAL PERCENTAGE RATE” shown on my periodic billing statement for that billing cycle and may cause the ANNUAL PERCENTAGE RATE to exceed the maximum ANNUAL PERCENTAGE RATE of 24%. The total FINANCE CHARGE imposed on my Account each billing cycle is the sum of the Periodic Rate Charge and all Cash Advance Charges imposed during such billing cycle.

7. Other Charges. I agree that while all charges imposed by you in connection with my Account and disclosed in this Section 7 of this Agreement (i) will not be included in “finance charges” shown on my periodic billing statement and (ii) are not included within the term “finance charges” as used elsewhere in this Agreement, all such charges and all other terms and conditions of this Agreement are nevertheless either finance charges or material to the determination of finance charges with respect to my Account. .

The following charges apply to all Accounts. A late payment fee will be payable on any Minimum Payment which is delinquent for 15 days or more based upon the balance at the time of delinquency. Balances between \$0-\$99 will be assessed a fee of \$20, balances between \$100-999 will be assessed a fee of \$29, and balances above \$1,000 will be assessed a fee of \$35. An over the limit fee of \$35 will be payable if at any time during a billing cycle my total outstanding indebtedness exceeds my Credit Limit by 1%. International transactions will incur a fee of 3% of the total transaction. A documentation charge of \$3 will be payable for each duplicate statement, sales slip or payment copy requested by or for me; however, the documentation charge will not be imposed if the request is in connection with a written notice of billing error. All of the foregoing charges will be charged to my Account and will appear on my periodic billing statement.

8. Compounding. On a monthly basis, unpaid finance charges will be compounded and unpaid finance charges and other unpaid charges will be consolidated into my Account balance. In this way, unpaid finance charges and other unpaid charges from prior billing cycles will be subject to, and included in,

the calculation of the new finance charge.

9. Liability for Unauthorized Use. I may be liable for the unauthorized use of my Card. I will not be liable for unauthorized use after I notify you of the loss, theft or possible unauthorized use by calling the number listed in this agreement under “Your Billing Rights” or by writing Union Bank and Trust Company, P.O. Box 82535, Lincoln, Nebraska 68501. In any case, my liability under this Agreement will not exceed \$50.

10. Security Interests. Unless I have granted you a security interest in property by executing a security agreement specifically referring to my Account with you and identifying such property by item or type, you will have no security interest in connection with any extension of credit under this Agreement.

11. Repayment. Each month, I will pay at least the “Minimum Payment” amount shown on my periodic billing statement. If the New Balance shown on my periodic billing statement is less than \$15, my Minimum Payment will be the New Balance. If the New Balance is \$15 or more, my Minimum Payment will be an amount, rounded to the nearest dollar, equal to the greater of (a) \$15 or (b) (1) 2.5% of the outstanding unpaid balance as of the Closing Date for the billing cycle in which a Purchase or Cash Advance was last posted to my Account (not including total unpaid finance charges, or any unpaid portion of any prior monthly Minimum Payment), plus (2) total unpaid finance charges, plus (3) any unpaid portion of any prior monthly Minimum Payment.

12. Default. In the event of my death, bankruptcy or insolvency or if I fail (i) to make any required Account payment on time, (ii) to stay within my Credit Limit, or (iii) to provide complete current financial information upon your request, you may, in your sole discretion, declare this Agreement and my Account to be in default and may, at your option, declare all amounts due to you immediately due and payable. If my Account is in default, I agree to pay all court and collection charges you actually incur in the collection of amounts I owe to you under this Agreement and, in the event you refer my Account to an attorney who is our your salaried employee, I agree to pay reasonable attorney’s charges.

13. Cancellation and Change of Terms. I may cancel this Agreement at any time by notifying you. You may also cancel this Agreement at any time. In either case, I must pay for all credit owed to you (extended to me or arising from use of my Account prior or subsequent to cancellation) and surrender all Cards cut in half. All Cards are owned by you and are not transferable by me. You may amend the terms of this Agreement from time to time, without notification to me, unless notice is required by law. If notice is required by law, you will send me notice at my address shown on your records. Any amendment of this Agreement may, on or after the date on which it becomes effective as to me, apply to all of my then outstanding unpaid indebtedness to you under my Account. You may also modify or terminate any feature of my Account that is not described or referred to in this Agreement.

14. Illegal Transactions. I will not use my VISA card for any illegal transactions.

15. Other Agreements. I will abide by all terms, conditions, covenants and agreements applicable to the use of my Account, including but not limited to, any agreement I may enter into with you or your affiliated companies and the terms and conditions contained on any sales slips, Cash Advance slips, periodic billing statements and any Card issued to me. Breach of any condition or obligation of this Agreement by any other applicant or authorized user shall be a breach by me.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than **60** days after we sent you the first bill on which the error or problem appeared. You can telephone us at 1-800-221-5920 but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us **3** business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within **30** days, unless we have corrected the error by then. Within **90** days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within **10** days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules we can't collect the first **\$50** of the questioned amount, even if your bill was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within **100** miles of your current mailing address; and
- (b) The purchase price must have been more than **\$50**.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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