



American Bank of Commerce Business MasterCard® Application

PLEASE FILL OUT COMPLETELY

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT: 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 YOU: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Business Name (Borrower) _____ Business Address _____
 City _____ State _____ Zip Code _____ Business Phone (____) _____ Tax ID# _____
 Ownership (Check One) Sole Proprietorship Partnership Private Corporation Public Corporation Non Profit
 Type of goods or services provided _____ Number of Cards Requested _____ Number of Accounts Requested _____
 If proprietorship, partnership or private corporation, have any of the principles ever filed for bankruptcy? Yes No
 Number of years current management has operated business _____

IMPORTANT! THE FOLLOWING INFORMATION MUST ACCOMPANY APPLICATION: Current year end financial statements including balance sheet and income statement. If applicant is a corporation, include corporate resolution and articles of incorporation. If applicant is a partnership, include partnership agreement.

Applicant Information (Copy to make additional pages if needed)

Name _____ Title _____ Credit Limit Requested _____
 Date of Birth _____ Social Security Number _____
 Address _____ City _____ State _____ Zip _____
 Signature _____
 Name _____ Title _____ Credit Limit Requested _____
 Date of Birth _____ Social Security Number _____
 Address _____ City _____ State _____ Zip _____
 Signature _____
 Name _____ Title _____ Credit Limit Requested _____
 Date of Birth _____ Social Security Number _____
 Address _____ City _____ State _____ Zip _____
 Signature _____

LOAN APPLICATION CERTIFICATION: Everything that I/we have stated in this application is correct to the best of my/our knowledge. I/we understand that you will retain this application whether or not it is approved. You are authorized to check my/our employment history and to ask questions about my/our credit experiences. This application is submitted to obtain credit. I/We authorize you to (i) make inquiries (including requesting reports from consumer credit reporting agencies and other sources) in evaluating my/our credit application and subsequently in connection with any extension of credit, update, renewal, review or collection of my/our account or for any other legal purpose and (ii) release information to others about my/our credit history with you. I/We agree this application will remain your property whether this application is approved or not.

Initial If you are applying for individual credit in your own name and are relying on your income or assets and the income or assets of another person as the basis for repayment of the credit requested.

Initial If this is an application for joint credit with another person. We intend to apply for joint credit.

Authorized signers and guarantors must initial in appropriate box above and sign below.

Authorized Signer _____ Title _____
 Authorized Signer _____ Title _____
 Guarantor _____ Guarantor _____

Personal Guaranty Agreement

FOR VALUE RECEIVED the undersigned (hereinafter referred to as "Guarantors" whether one or more) jointly and severally guarantee unconditionally the payment of and promise to pay the Issuing Bank of the MasterCard® and Credit Devices issue a pursuant hereto (hereinafter referred to as "Bank") any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof, for which Borrower is now, or hereafter may become liable or indebted to Bank, whether such liability or indebtedness be in contract or tort; provided, however, that Guarantors shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney's fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of all MasterCard®s issued by Bank of the account of Borrower.

Notwithstanding any other provision of this guaranty or the guaranteed indebtedness, Bank and Guarantors agree that Guarantor shall never be required or obligated under the terms hereof or under the terms of any note, instrument or other agreement evidencing any of the guaranteed indebtedness, to pay interest in excess of the maximum interest rate as may be authorized by law for written contracts which constitute the guaranteed indebtedness, and for the Guarantors. It is the intention of the parties hereto to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantors, shall be held to be subject to reduction to the maximum interest rate allowed under said laws.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest and suit on the part of Bank in the collection of any indebtedness or obligation hereby guaranteed, and agree that Bank shall not be required to first endeavor to collect from Borrower any indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the guaranteed obligations. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the election of Bank, without joinder of Borrower or any other Guarantor as parties hereto. If any sum due Bank by Guarantors hereunder is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, that the undersigned Guarantors, jointly and severally, promise the Bank on demand any and all attorney's fees and other costs and expenses incurred by Bank.

This guaranty is continuing and shall continue to apply without regard to the form or amount of indebtedness or obligation guaranteed which Borrower may create, renew, extend, or alter, in whole or in part, without notice to Guarantors. This guaranty also includes, but is not limited to, fraudulent use of the card or unauthorized use of the card as a result of the card being lost or stolen.

If the status of Borrower changes, this guaranty agreement shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof.

If, for any reason, the guaranteed indebtedness cannot be enforced against Borrower, or any payments thereon must be refunded by Bank to any party for any reason, including bankruptcy, such fact shall not affect the liability of Guarantors hereunder, and Guarantors shall be liable hereunder to the same extent as if the guaranteed indebtedness had been enforceable against Borrower or said payments had not been made to Bank.

Bank may settle or agree with any of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to Bank for guaranteed indebtedness without impairing the right of Bank to demand and collect the balance of the guaranteed indebtedness from others of the Guarantors not so released.

Bank may surrender, release, exchange, or alter any collateral or security for any indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty, and this guaranty shall continue effective notwithstanding any legal disability of Borrower.

In the event of the death of any of the undersigned Guarantors, the guaranty shall bind the decedent, his heirs, executors, and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time notice in writing of such death is received by the Bank and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors. No notice shall be deemed received by the Bank unless and until the said Bank has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty is operative and binding as to him without reference to whether it is signed by any other person or persons without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank, whether the same is incurred through the execution of a similar guaranty, through endorsement, or otherwise.

Guarantors shall furnish to Bank annually (and more frequently if requested by Bank) financial statements, including cash flow and contingent liability information.

Guarantors jointly and severally represent and warrant to Bank, that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrow and Guarantors executing and delivering this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited or may reasonably be expected to benefit Guarantors directly or indirectly.

Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty shall inure to the benefit of such assignee, to the extent so assigned.

Any action or inaction by Bank with regard to the guaranteed indebtedness or this guaranty shall not impair or diminish the obligation of the Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereon. The rights of the Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The exercise by Bank of any right or remedy hereunder or under any other instrument, at law or in equity, shall not preclude concurrent or subsequent exercise of any other right or remedy.

This guaranty agreement is performable in Lubbock County, Texas, and Guarantors waive the right to be sued elsewhere. This guaranty agreement is not intended and does not replace, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank.

Bank is relying and is entitled to rely upon each and all of the provisions of this agreement; and, accordingly, if any provision or provisions of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

THIS GUARANTY EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTORS AND BANK WITH RESPECT TO GUARANTORS' GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENT, AGREEMENTS, AND REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTORS AND BANK AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTORS AND BANK, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTORS AND BANK.

Signed on this _____ day of _____,
 Guarantor _____ Guarantor _____



Important Terms & Conditions

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases and Balance Transfers	1.99% Introductory APR for the first 12 billing cycles on all card types. After the introductory rate expires, your APR will be 9.25% to 14.25% based on the card type and your credit worthiness at the time you open your account. All card rates are adjustable and this APR will vary with the market based on the Prime Index Rate.
APR for Cash Advances	Your APR for cash advances will vary with the market at an adjustable rate based on the Prime Index Rate plus 10.00%.
Penalty APR and When It Applies	18.00% . This APR will be applied to your account if you are delinquent for three consecutive billing cycles. How Long Will the Penalty APR Apply? If your APRs are increased due to late payments, the Penalty APR will apply until you make six consecutive payments when due.
How to Avoid Paying Interest on Purchases	Your due date is at least 21 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	If you are charged interest, the charge will be no less than \$1.00 (one dollar).
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	Either \$10.00 or 2% of the amount of each transfer, whichever is greater. Maximum \$200.00 • Balance Transfer • Cash Advance • Foreign Transaction
Penalty Fees	\$15.00 or minimum payment due, whichever is less, charged eleven days after due date. NONE \$25.00 or minimum payment, whichever is less, for the first occurrence. \$30.00 or minimum payment, whichever is less, for a second occurrence within a six month period.
Late Payment	
Over-the-Credit Limit	
Returned Payment	

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your Credit Card Agreement for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Credit Card Agreement.



We do not accept applications outside our business markets. Please refer to our **LOCATIONS** section of our website to determine if your application will be accepted. Thank you.

Credit Reports: By applying for this account you agree that we may obtain credit reports for purposes of processing your application and for later purposes related to your account such as reviewing, updating and renewing it, increasing the credit line and collecting. You authorize American Bank of Commerce to verify your employment, income and other relevant information in order to determine creditworthiness.

Notice to Cardmembers and Authorized Users: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Variable Rate Information: Unless an Introductory Annual Percentage Rate is in effect, **the Purchase APR and Balance Transfer APR is determined by adding 6.00% to 11.00% to the Prime Index Rate.**

Unless an Introductory APR is in effect, the Cash Advance APR is determined by adding 10.00% to the Prime Index Rate. The Prime Index Rate is subject to change monthly on the first day of each month and is the Prime Index Rate as published in the Money Rates Section of the Wall Street Journal on the last business day of the month. An increase or decrease in the Prime Index Rate will cause a corresponding increase or decrease in the variable rate on the first day of your billing cycle that ends on or after the date of the change. Your actual APRs will be determined based upon your creditworthiness and will be provided to you in writing when your application is approved. The information about the costs of the Card described in this application is accurate as of October 1, 2013. As of this date the Prime Rate is **3.25%**. This information may change after that date. To find out what may have changed, call American Bank of Commerce, Toll Free Number 1-888-902-2552, write to American Bank of Commerce at 530 East Hwy 62/82, Wolfforth, TX 79382, or visit our website at www.thebdcbank.com.

The APR for Purchases, Cash Advances and Balance Transfers will not exceed 18%. Your actual APRs will be determined based on your creditworthiness and provided to you in writing when your application is approved.

The information about the costs of the Card described in this application is accurate as of October 2013. This information may change after that date. To find out what may have changed, call American Bank of Commerce at (806) 775-5000, or write: P.O. Box Drawer 9, Wolfforth, Texas 79382.

Please note: Your account generally will have monthly billing cycles, except that your first billing cycle may be more or less than one month. All credit terms, including minimum finance charges, will apply in each billing cycle including the first billing cycle. You understand that the terms of your account, including APRs, are subject to change. APRs are not guaranteed and they may change to higher APRs. We may also change whether your rates will be variable or not. **IMPORTANT NOTICE REGARDING CHANGES IN TERMS.** We reserve the right to unilaterally change the rates, fees, costs, and other terms at any time for any reason in addition to APR increases that may occur for failure to comply with the terms of your Account Agreement. All changes in terms will be subject to the requirements of applicable law.

For balance transfers and cash advances, we will begin charging interest on the transaction date.

Payments on your account may be applied in the order we select, subject to applicable law. Generally this means that if you make payments in excess of the required minimum payment, we will apply the excess amount first to your balances with the highest Annual Percentage Rate. Any remaining portion of that excess amount will be applied to your other balances in descending order based on their applicable Annual Percentage Rates.