



Farmers State Bank of Calhan

Visa® Business Credit Card Application

APPLYING FOR: (Please Print)

- Visa® Business Card
 Visa® Fleet Card

Total Credit Limit Requested:\$ _____
Total Credit Limit Requested:\$ _____

If company's total aggregate debt to the Bank (including this request) will exceed \$10,000 please submit with application the following:
1. Company's most recent "year end" and "interim" Financial Statements and the last two years tax returns (Include all schedules).
2. Personal Financial Statement of Guarantors with 20% or more ownership.

BUSINESS INFORMATION: ("Applicant", "Borrower", "User", "Company", "You" or "Cardholder")

Legal Name:		Federal Tax ID Number		Business Phone Number:	
		-		()	
Business Name as it should appear on the card (Maximum 24 characters):					
Business Street Address:			City:	State:	Zip Code:
Nature of Business:					
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Other: _____					
Time Under Current Ownership		Gross Revenue:		# of Signers Needed to Execute Documents	
		\$			
Name of Person Authorized to Manage Company Accounts:			E-Mail Address:		Phone Number:
					()
Currently Bank With:	Bank Address:	Checking Account Number:		Average Balance:	
Choose One of the Following Billing Options: <input type="checkbox"/> Combined (One statement itemizing all cardholder activity) <input type="checkbox"/> Individual (Individual statement sent to each cardholder)					

PERSONAL GUARANTOR (S):

All Individuals with 20% or more ownership must complete. Attach separate sheet on company letterhead for additional Guarantor(s)

1. Sole Owner Managing Member Partner Chairman President Vice President Treasurer

Name of Guarantor:		Social Security Number		Date of Birth		Home Phone:	
		- -		/ /		()	
Home Street Address				City:	State:	Zip Code:	
How Long at Current Address:		% Ownership of Company:		Household Income:	Do you want a card issued to you		Credit Limit:
		%		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$

2. Managing Member Partner Chairman President Vice President Treasurer

Name of Guarantor:		Social Security Number		Date of Birth		Home Phone:	
		- -		/ /		()	
Home Street Address				City:	State:	Zip Code:	
How Long at Current Address:		% Ownership of Company:		Household Income:	Do you want a card issued to you		Credit Limit:
		%		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$

PLEASE COMPLETE THE REVERSE SIDE

PERSONAL GUARANTOR (S): All owners with 20% or greater interest in the business must read and sign this section.

By signing below, in my individual capacity (even if I place a title or other designation next to my signature), jointly and severally unconditionally guaranty and promise to pay Bank all indebtedness incurred by Applicant at any time arising under or relating to any credit requested through this Application, as well as any extension, increases, or renewals of that indebtedness. As guarantor, I waive (i) presentment, demand, protest, notice of protest to Bank, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Bank to proceed against Applicant or any other guarantor; to require the Bank to pursue any remedy in connection with the guaranteed indebtedness, or to notify guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. I also authorize Bank, without notice or prior consent, to (I) extend, modify, compromise, accelerate, renew, increase, or otherwise change the terms of the guaranteed indebtedness and (II) proceed against one or more guarantors without proceeding against the Applicant or other guarantor. An electronic facsimile of my signature, in any capacity, may be used as evidence of my agreement to the terms of this guaranty.

Signature of Guarantor and Title	Date / /
Signature of Guarantor and Title	Date / /
Signature of Guarantor and Title	Date / /
Signature of Guarantor and Title	Date / /

AGREEMENT

By signing below, you are asking, on behalf of the company identified on this Application for the Bank to issue Visa Business Credit Card(s) as identified on the front of this Application, to individuals listed on this Application or any attachments. By signing, you represent that you are authorized to sign this Application on behalf of the Company and that all of the information provided is true and correct. You also authorize Bank to verify the information you have given and to lawfully receive and exchange credit information about the Company, and its principle owner(s), both now and in the future. By signing and using the Card(s), you agree that all Cards will be used solely for business purposes and that you agree to all of the terms of the Visa Business Card Agreement. By signing below, you acknowledge and agree that you are granting us a Uniform Commercial Code security interest in and any deposits accounts you maintain with us to secure payments initiated with Card(s) and any current or future indebtedness to us whether under this Agreement or any other indebtedness to us.

Signature of Authorizing Officer:	Print Name:	Title:	Date: / /
Signature of Authorizing Officer:	Print Name:	Title:	Date: / /
Signature of Authorizing Officer:	Print Name:	Title:	Date: / /
Signature of Authorizing Officer:	Print Name:	Title:	Date: / /

Bank Use Only	Date DDA Opened:	12 Month Ave. Balance:	Satisfactory NSF History: Yes/No/NA Satisfactory OD History Yes/No/NA Other Accounts: Yes/No:
	/ /	\$	Loans: Yes/No Satisfactory CheckSystems (New Accounts Only); Yes/No/NA Signatures Verified: Yes/No
	I have reviewed the Application for accuracy and completeness and verified the authority of the signers on reverse side to be authorized to execute, request and receive Visa Business Card(s).		
	Reviewing Supervisor Signature:		Date: / /
	<input type="checkbox"/> DECLINED: Attach copy of letter and retain in file; <input type="checkbox"/> ACCEPTED: Forward application and any supporting documents to Credit Card Department		



“Exhibit B”

IMPORTANT INFORMATION ABOUT YOUR VISA BUSINESS ACCOUNT

CREDIT DISCLOSURES	
Annual Percentage Rate (APR) for Purchases And Balance Transfers	10.75%*(Prime Rate + 5.5%) variable ⁽¹⁾
APR for Cash Advances and Delinquent Accounts ⁽³⁾	17.99% ⁽²⁾
Grace Period for Repayment of Balances for Purchases	25 Days on average for purchases only
Method of Computing the Balance	Average Daily Balance (including new purchases)
Annual Fees	None
Minimum Payment	3% with a minimum of \$15
Minimum Finance Charge	None
Transaction Fee for Cash Advances	3% of the advance amount (\$5.00 min., \$50.00 max.)
Balance Transfer Fee	3% with a \$5 minimum
Late Payment Fee ⁽⁴⁾	\$30.00
Return Payment Fee	\$35.00
Over-the-Credit-Limit Fee ⁽⁵⁾	\$35.00
⁽¹⁾ Your Annual Percentage Rate may vary monthly. The rate is determined by adding a margin of 5.5% to the Prime Rate. The Prime Rate used to determine your APR is the Prime Rate published in the “Money Rates” section of the Midwest Edition of The Wall Street Journal on the first business day of each calendar month.	
⁽²⁾ Your Annual Percentage Rate (APR) for Cash Advances and Delinquent Accounts is Fixed.	
⁽³⁾ Delinquent APR will be assessed if any of the following occur in a 12 month period: 2 times delinquent 30 days or 1 time delinquent 60 days.	
⁽⁴⁾ Late Charge: If the minimum required payment is not received by the next statement drop date, a late charge of \$30.00 will be imposed.	
⁽⁵⁾ Over-the-Credit-Limit Fee: This fee is applied when a balance is \$10 or more over the limit.	
* The Important Information About Your Visa Business Account and the stated Annual Percentage Rate (APR) for Purchases and Balance Transfers is accurate as of November 1, 2008. This information may have changed after that date. To find out what may have changed, write to us at Card Services, Farmers State Bank of Calhan, PO Box 9, Calhan, Colorado 80808. You may also call us to (719) 347-2727 to receive the information.	



"Exhibit A"
BUSINESS CREDIT CARD
AUTHORIZED CARDHOLDER INFORMATION SHEET

Date: _____

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COMPANY INFORMATION			
Company:			Co. ID
Address:			TIN/SSN:
City:	State:	Zip:	
Phone:	Email Address:		

Please provide a primary contact for your company. The contact must be an authorized officer of your business and must have the authority to determine the Credit Limits of your designated cardholders.

Primary Contact(s): _____

Please list the name of the individual who will be designated as the Company Account Administrator (Administrator). The Administrator is authorized to act as the agent for the Company to authorized and use the various functions of the Special Account Services, including but not limited to the ability to control the access granted and change the credit limits for each user. You are granting the Administrator full authority to conduct all functions within the Credit Card "Special Account Services" System.

Name: _____

Please list below the authorized cardholder and credit limit as authorized by your company.

Authorized Cardholder	Credit Limit	Online Statement View	Online Account Maintenance
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No

Authorized Cardholder	Credit Limit	Online Statement View	Online Account Maintenance
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
Fleet Card (please include vehicle or driver id as it should appear on the card)	Credit Limit	Online Statement View	Online Account Maintenance
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No
		Yes or No	Yes or No

Please identify below the Special Account Services your company desires to utilize:

Product	Fee	Yes	No
Online Statements	No Charge		
Online Account Maintenance (The Company must maintain a minimum of 10 cardholders to be eligible for this service)	No charge, if receive statements electronically, otherwise \$150 set up fee		
ACH Payments (complete attached ACH agreement)	No Charge		

Applicant(s) acknowledges(s) that representations made in this Statement will be relied upon by Farmers State Bank of Calhan and that this information is true and correct in every detail.

AUTHORIZATIONS

You represent that each individual who will be issued a credit card in the name of the Company has general authority from your organization to access the corresponding credit limit on behalf of the Company. Company acknowledges and agrees that Farmers State Bank has full authorization from your organization to rely and act upon instructions identified within this agreement.

“SPECIAL ACCOUNT SERVICES” ONLINE ACCESS AND SECURITY (if requested)

The Special Account Services Online Access site has been designed to minimize the possibility of fraud and error by allowing you to designate Login IDs and Passwords and have them under the control of the individual that you have authorized and designated as Administrator. The Special Account Services Online Access site has been designed so that it may be operated only upon entry of valid

Login IDs and Passwords. Farmers State Bank will therefore consider any access to the Special Account Services Online Access system through use of valid Login IDs and Passwords to be duly authorized, and Farmers State Bank will carry out any instruction given, regardless of the identity of the individual who is actually operating the system. You authorize Farmers State Bank to treat any instruction made on the Special Account Services Online Access site with valid Login IDs and Passwords as if the instructions had been made in writing and signed by the appropriate authorized individual or individuals. Farmers State Bank records regarding access by Login IDs and Passwords will be conclusive regarding any access to, or action taken through the Special Account Services Online Access site. You accept responsibility for unauthorized access to the Special Account Services Online Access site by your employees, your associates or by third parties. You agree to inform Farmers State Bank promptly of any discrepancies that you discover. You confirm that you have conducted such investigation of the Special Account Services Online Access site as you deem necessary or advisable, and that you have instituted the proper internal controls for access to the Special Account Services Online Access site through your computers and terminals. You acknowledge and confirm that Farmers State Bank's security system and controls are commercially reasonable for our business and appropriate for your accounts.

CANCELLATION OF SPECIAL ACCOUNT SERVICES ONLINE ACCESS

This Agreement will remain in effect until you or Farmers State Bank terminates it. You understand that you may, with two (2) business days' advance written notice to Farmers State Bank, cancel this Agreement. You understand that this cancellation applies only to the Special Account Services Online Access site and will not affect your Farmers State Bank accounts. Farmers State Bank may cancel this Agreement or terminate your participation in the Special Account Services Online Access site, for any reason, at any time.

CHANGE IN TERMS

Farmers State Bank may change the terms of this Agreement at any time. Farmers State Bank may also add, discontinue or modify services, and change procedures and fees at any time. Farmers State Bank will notify you in advance of such changes, by mail or by electronic message.

INDEMNIFICATION

You will defend, indemnify and hold Farmers State Bank harmless from and against any claims, causes of action, liability, loss, damage or expenses (including reasonable attorneys' fees and other legal expenses) resulting from or arising out of or in connection with (a) your breach of this Agreement, (b) unauthorized actions initiated or caused by you, your employees or agents, or any other party using authorized Login IDs and Passwords, (c) our acting in reasonable reliance upon instructions, notices, information and data you provide to us (including without limitation our debiting or crediting of the amount of any ACH Entry to the account of any person), or (d) the act, delay, omission or failure to perform of any third party (including other financial institutions, but excluding any vendor with which we have contracted).

LIMITATIONS ON OUR LIABILITY

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF ANY OPPORTUNITY OR GOOD WILL OR THE RESULTING EFFECT OF SUCH LOSS ON YOUR BUSINESS, EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY HEREUNDER, IF ANY, FOR DAMAGES RESULTING FROM OR ARISING OUT OF ANY OF THE FOLLOWING SERVICES WILL BE LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID FOR SUCH SERVICE FOR THE TWELVE MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

Without limiting the generality of the foregoing, we will not be liable to you for any damages, injury or losses caused by or arising by reason of (1) inaccuracy of instructions, notices, information or data that you provide to us, (2) unauthorized actions initiated or caused by you, your employees or agents, or third parties using authorized Login IDs or Passwords, (3) acts, omissions, delay or failure to perform of third persons or vendors, or (4) for any other loss or damage under this Agreement or otherwise, except as solely caused by our gross negligence or willful misconduct. Our liability for error or omissions with respect to the data transmitted by us will be limited to correcting the errors or omissions. Correction will be limited to re-running the job(s) and/or regenerating the files using backup, if available. We will not be liable or deemed to be in default for any delays, failures, or interruptions in performing the Services resulting, directly or indirectly, from acts of God, war, strikes, labor disputes, riots, civil disorders, fire, mechanical, telecommunication or electrical breakdown, or other causes beyond our reasonable control.

REPRESENTATIONS AND WARRANTIES

OUR OBLIGATIONS AND LIABILITIES AND YOUR RIGHTS AND REMEDIES SET FORTH IN THIS DISCLOSURE ARE EXCLUSIVE, AND YOU WAIVE AND RELEASE ANY OTHER WARRANTY, OBLIGATIONS AND LIABILITIES OF US AND OUR OWNERS, OFFICERS OR EMPLOYEES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL SERVICES, DOCUMENTS, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS OR OTHER MATTERS PROVIDED UNDER THIS DISCLOSURE, INCLUDING BUT NOT LIMITED TO: (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE OR OTHER IMPLIED CONTRACTUAL WARRANTY; (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; AND (3) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR.

Signature:

By signing below, the Company agrees to the terms of Farmers State Bank's Business Credit Card and Special Account Services Online Access site. The undersigned certifies that the signature(s) appearing below is/are the true signature(s) of a person authorized to execute the form, and further certifies that the undersigned has full authority to execute this Certification. The Bank is entitled to rely upon this Certification until written notice of its revocation is delivered to the Bank.

X _____ Signature	Title	X _____ Signature	Title
X _____ Signature	Title	X _____ Signature	Title

Certification: Note: If the business organization specified above is a corporation, the secretary or assistant secretary must sign this Certification; if it is a partnership, limited liability company or limited liability partnership, one of the general partners or members must sign this Certification.

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

I (we) hereby authorize Farmers State Bank of Calhan, to initiate debit entries to the Company [CHECK ONE]: CHECKING ACCOUNT [] SAVINGS ACCOUNT [] indicated below at the depository named below, hereinafter called Depository, to debit the same to such account.

DEPOSITORY NAME _____ BRANCH _____
 CITY _____ STATE _____ ZIP _____
 TRANSIT/ABA NO. _____ ACCOUNT _____

The amount of the credit card payment to be deducted monthly is: [CHECK ONE]

- [] THE MINIMUM PAYMENT
- [] THE TOTAL AMOUNT DUE
- [] A FIXED AMOUNT GREATER THAN THE MINIMUM
 If the fixed payment option was checked, the amount to be deducted monthly is: \$ _____
 or _____ dollars. (Write dollar amount)
- [] A FIXED PERCENTAGE GREATER THAN THE MINIMUM
 If the fixed percentage option was checked, the percentage of the Account's balance as of statement closing date that will be extracted for payment is: _____%

This authority is to remain in full force and effect until the Company provides Farmers State Bank of Calhan and DEPOSITORY with a written authorization requesting that a change be made or that the periodic payments be terminated. The Company must provide this written authorization as to change or termination so that it is received by Farmers State Bank of Calhan and DEPOSITORY at least thirty (30) days prior to any change or termination requested.

The Company understands and agrees that in order for Farmers State Bank of Calhan and DEPOSITORY to make payments requested in this Authorization form, the Company must have the payment amount available in the Company's account.

The Company further understands and agrees that Farmers State Bank of Calhan and Depository shall not be responsible for any act or failure to act on their part, except in the case of gross negligence or willful misconduct. The Company agrees to hold Farmers State Bank of Calhan and DEPOSITORY harmless from any claims, liabilities, attorney's fees and other costs and expenses of any and every kind and nature which may be incurred by them by reason of their performance under this Authorization Form.

(PLEASE PRINT)

Name(s): _____ / _____

ID NUMBER: _____

SIGNED: _____ DATED: _____

SIGNED: _____ DATED: _____

Bank Use Only	Date	Input By:
	Received:	
Login: _____	_____	Password
Given in Person <input type="checkbox"/>	_____	Letter <input type="checkbox"/>
Verified by: _____	_____	Date Letter Sent : _____ Revised 11/01/2008
	Date Verified :	

FARMERS STATE BANK OF CALHAN
BUSINESS CREDIT CARD ACKNOWLEDGMENT AND AGREEMENT

AGREEMENT made this _____ day of _____, 20 ____, by and between _____, a _____ (“Applicant”) and **Farmers State Bank of Calhan**, a Colorado state chartered banking corporation (“Bank”).

RECITALS:

1. Applicant has applied for a Business Visa credit card account (“Account”) with Bank.
2. Applicant desires that the Account be accessed by authorized affiliated entities and/or individuals (“Authorized User”) only and that each Authorized User have a corresponding credit limit. The Business Credit Card Authorized Cardholder Information Sheet (“Information Sheet”) presented by the Applicant as a part of its application and attached hereto as Exhibit A, contains the Authorized Users and the corresponding credit limit for each Authorized User as of the date of this Agreement.
3. Bank has provided Applicant with a document entitled “Important Information About Your Visa Business Account,” a copy of which is attached as Exhibit B.
4. Applicant and Bank desire that Applicant acknowledge receipt of a copy of Exhibit B and agree to be bound by the terms governing the use of cards outlined in Exhibit B and this Agreement.
5. Applicant desires to utilize specialized Account services (“Special Account Services”) offered by Bank as identified herein and appoint an Applicant Account administrator (the “Administrator”) as the agent for Applicant to authorize the various functions of the specialized Account services.

NOW, THEREFORE, the parties agree as follows:

1. **Effects of Recitals.** The foregoing recitals are true and correct and by this reference are incorporated into the terms and conditions of this Agreement.
2. **Appointment of Administrator.** Applicant has appointed the individual identified on its application and Exhibit A as the Administrator of the Account and Bank may rely upon the written instruction received from said Administrator. Applicant can remove or replace said Administrator with five (5) business days’ advance notice to Bank. Applicant hereby indemnifies and holds Bank harmless from and against all claims, demands, causes of action, judgments, costs, liabilities, losses and damages arising from the actions of the Administrator in the operation of the Account and the Special Account Services relating thereto.
3. **Application.** The information contained on the application submitted by Applicant is true and correct.
4. **Authorized Users.** The Account may be accessed by the Authorized Users subject to the credit limits imposed by the Applicant and communicated to Bank as herein provided.

5. **Special Account Services.** Applicant can elect to utilize the Special Account Services identified on Exhibit A attached hereto. Applicant may add additional Special Account Services during the term of the Account, which shall be governed by this Agreement. Applicant acknowledges that only the Applicant or the Administrator may identify those access rights and codes authorized pursuant to the Special Account Services. Applicant acknowledges any access to any Special Account Services through the use of valid Login IDs and Passwords will be considered duly authorized access by the Applicant. Furthermore, Applicant authorizes Bank to treat any instructions made through the Special Account Services with valid Login IDs and Passwords, regardless of the identity of the individual who is actually operating the system, as valid and authorized as if the instructions had been made in writing and signed by appropriate authorized individual or individuals. Applicant accepts responsibility for unauthorized access to the Special Account Services by Applicant's employees, associates or by third parties.
6. **Account Changes.** Provided the Applicant elects not to utilize the Special Account Services, the Applicant or the Administrator may, with advance written notice to Bank, delete, change, or add Authorized Users of cards issued on its Account, or change credit limits, billing information, or applicable spending restrictions. Upon receipt of the written notice, the Bank will implement the change request within two (2) business days.
7. **Acknowledgement of Receipt.** Applicant acknowledges receipt of a copy of the "Important Information About Your Visa Business Account" attached hereto as Exhibit B.
8. **Agreement Governing Use.** Applicant, for itself and for all Authorized Users of cards issued on the Account agrees to be bound by the terms governing the use of cards outlined in Exhibit B, and all amendments thereto.
9. **Promise to Pay.** Applicant agrees to pay for all Credit Purchases, Loans, Finance Charges, fees and other charges associated with the Account.
10. **Right of Setoff.** Bank reserves a right of setoff in all of Applicant's account(s) with Bank (whether checking, savings, or some other account). This includes all accounts Applicant holds jointly with someone else and all accounts Applicant may open in the future. However, this does not include any IRA or Keogh accounts or any trust accounts, for which setoff would be prohibited by law. Applicant authorizes Bank, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts and, at Bank's option, to administratively freeze all accounts to allow Bank to protect Bank's charge and setoff rights.
11. **Identification.** 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. Therefore, when you open an account, the Bank will ask for your name, address and date of birth, social security number and other information that will allow us to identify you. The Bank may also ask to see your Driver's License or other identification documents.

12. **Waiver of Liability Limitation.** If ten (10) or more cards are issued to Applicant for use by its employees, Applicant and Bank agree that notwithstanding the limitations imposed by federal law and regulation, there shall be no limit to Applicant's liability for unauthorized use.
13. **Attorney Fees.** In the event that it becomes necessary for either party to this Agreement to employ counsel to enforce any of the terms, conditions or obligations of the Agreement, each party shall be responsible for their respective attorney's fees and expenses.
14. **Notices.** Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, or by nationally recognized overnight delivery service, directed to the party to be served at the following addresses:

Applicant: _____

Bank: **Electronic Card Services Department**
Farmer State Bank of Calhan
458 Colorado Avenue
PO Box 9
Calhan, CO 80808

A party wishing to change its designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid. Notice served by overnight delivery service shall be deemed complete the day after such notice is sent. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice.

15. **Time.** Time shall be of the essence of this Agreement.
16. **Binding Effect.** All of the covenants and agreements herein contained shall extend to and be binding upon the parties hereto, and their respective successors, assignors, trustees and trustees in bankruptcy.
17. **Governing Law.** This Agreement and your Account are governed by the law of the State of Colorado.

By signing below, Applicant acknowledges he/she has read and understands the statements above.

Applicant: _____

Farmers State Bank of Calhan

By: _____

By: _____

Title: _____

Title: _____

Business Credit Card Corporate Resolution to Borrow Money

WHEREAS, the undersigned is the duly appointed _____ of _____ Corporation (Company). The undersigned attests that the following Resolution was adopted by the Board of Directors of the Company on (Date) _____, at a duly held meeting or otherwise in accordance with applicable state law and has not been revoked or amended.

WHEREAS, Company has applied for a Business Credit Card (Account) with Farmers State Bank of Calhan (Bank).

WHEREAS, the undersigned named below have been designated pursuant to the articles of the Company and have the authority to bind the respective Company and execute documents on behalf of the Company.

BE IT RESOLVED, that the undersigned are authorized and directed to certify to the Bank the adoption of this Resolution.

FURTHER RESOLVED, the Company desires to authorize and issue credit cards to the individuals identified in "Exhibit A" (Business Credit Card Authorized Cardholder Information Sheet) of the Account Agreement. Each of the persons listed in the "Exhibit A" are directors, officers or employees who are authorized in the name of the Company to perform transactions, including, but not limited to, purchases, point of sale transactions and cash advances using a credit card issued in the name of the company.

FURTHER RESOLVED, the undersigned are authorized and directed to certify the persons and credit limits identified in "Exhibit A" with the full faith and credit of the Company.

FURTHER RESOLVED, that any and all actions heretofore taken by a director, officer or employee of the Company in connection with relating to the Account be and they are hereby ratified and confirmed as the proper and binding actions of the Company, and the terms of the Account Agreement are approved and authorized and are binding upon the Company.

FURTHER RESOLVED, that this Certificate shall be conclusively deemed to be in addition to and shall not be deemed to revoke, rescind, modify, or otherwise affect, any other resolutions heretofore or hereafter delivered to the Bank on behalf of the Company.

YOU CERTIFY, by signing below, you are asking, on behalf of the Company identified on this Resolution for the Bank to issue Visa Business Credit Card(s) to individuals identified on the "Exhibit A" (Business Credit Card Authorized Cardholder Information Sheet) of the Account Agreement or any attachments. By signing, you represent that you are authorized to sign this application on behalf of the Company and that all of the information provided is true and correct. You also authorize Bank to verify the information you have given and to lawfully receive and exchange credit information about the Company, and its principle owner(s), both now and in the future. You agree that the Company will be liable for all fees and charges incurred on the Business Credit Card(s) described in the "Exhibit A" (Business Credit Card Authorized Cardholder Information Sheet) of the Account Agreement or any attachments, as amended from time to time, and which is incorporated herein and made a part hereof by this reference. By signing and using the Business Credit Card(s), you agree that all Business Credit Cards will be used solely for business purposes and that you agree to all of the terms of the Visa Business Card

Agreement. By signing below, you acknowledge and agree that you are granting us a Uniform Commercial Code security interest in any deposits accounts you maintain with us to secure payments initiated with Business Credit Card(s) and any current or future indebtedness to us whether under this Agreement or any other indebtedness to us.

YOU HEREBY FURTHER CERTIFY, that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures appearing hereon are the genuine, original signatures of each respectively:

(PLEASE SUPPLY GENUINE SIGNATURES HEREUNDER)

_____	_____
Name	Position

_____	_____
Name	Position

_____	_____
Name	Position

_____	_____
Name	Position

_____	_____
Name	Position

I hereby certify that I am a Director of said Corporation and that the foregoing is a correct copy of resolutions passed as therein set forth, and that the same are now in full force.

_____	_____	_____
Name	Title	Date