

BBVA Compass

VISA BUSINESS CARD MASTER AGREEMENT & SECURITY AGREEMENT

This Agreement should be read carefully and maintained in the Business' records. This Visa Business Card Master Agreement (the "Agreement") contains the terms and conditions under which Compass Bank will establish a Visa Business Card Account (the "Account") for the Business and issue Visa Business Cards (each, a "Card") and Convenience Checks (each, a "Check"), for the purpose of accessing available credit on the Account. In this Agreement, the "Business" means each individual and/or entity that applied for or otherwise agreed to be responsible for the Account, "Organization Administrator" means each individual designated by the Business to manage the Account for the Business via the Online Account Management Site, "Authorized Cardholder" means each Business employee to whom a Card and any Check is issued and any other person that the Business or a cardholding employee allows to use a Card, Check or the Account. "Online Account Management Site" means that Internet site established for administration, maintenance and configuration of the Account by the Business. The "Bank" means Compass Bank, its successors and assigns.

The application submitted to the Bank by the Business, each Card, the card folder sent with each Card, and each charge slip signed in connection with the Account are incorporated into this Agreement. This Agreement need not be separately signed on behalf of the Business, but each Authorized Cardholder should sign the Card immediately upon receiving it. By submitting the application for the Account, the Business is considered to have signed this Agreement. By retaining, using, or allowing use of the Account or any Card or Check, or permitting others to use the Card, any Checks, or the Account, or by signing, accepting or acknowledging a charge slip or any other evidence of credit, the Business accepts and agrees to the terms of this Agreement. However, the Business may cancel this Agreement before any Authorized Cardholder uses the Account if the Business complies with Section 19 and the Bank receives a written termination notice from the Business.

1. Organization Administrator. Business may establish one or more Organization Administrators for the purpose of managing the Account for the Business through the Online Account Management Site. The Business may establish a Primary Organization Administrator, by the Business' completion and submission of the "Authorization for Administrative Access for Online Account Maintenance" form in accordance with the notice requirements of Section 27. The Business agrees that the Bank may rely upon such form unless and until the Business completes and submits another "Authorization for Administrative Access for Online Account Maintenance" form in accordance with the notice requirements of Section 27. The Primary Organization Administrator may create additional Organization Administrators through the Online Account Management Site. The Business agrees that each Organization Administrator, including additional Organization Administrator(s) created by the Primary Organization Administrator or by another Organization Administrator, are duly authorized to transact on behalf of the Business.

At the sole discretion of the Bank, each Organization Administrator shall have the ability to execute certain administrative, maintenance and/or configuration changes to the Account via the Online Account Management Site or by any other method permitted by the Bank, which changes may include but are not limited to the following: (a) request a new individual card, (b) request a replacement card, (c) close an existing card, (d) make a payment, (e) request a credit limit increase, and (f) enable an additional Organization Administrator to manage the Account. However, Business agrees that the ability to execute additional or fewer types of changes via the Online Account Management Site is solely in Bank's discretion and may be changed at any time without prior notice to the Business and without any changes in the terms of this Agreement.

2. Authorized Cardholder. The Bank may issue Cards and Checks to Authorized Cardholders at the request of the Business. The Cards and Checks will be sent to the address of the Business as set forth in the Bank's records unless otherwise requested by the Business. The Business is solely responsible for distributing the Cards and Checks to the Authorized Cardholders and for safeguarding them following receipt. The Business acknowledges that the Cards and Checks are for the Authorized Cardholders only. Unless the Business notifies the Bank otherwise in writing, the Business authorizes and directs the Bank to issue renewal or replacement Cards to Authorized Cardholders on or before the expiration of each Card. The Business acknowledges and agrees that Cards are not assignable or transferable, by operation of law or otherwise.

The Account will include a sub-account for each Authorized Cardholder (a "Cardholder Account"). The name of the Authorized Cardholder and Cardholder Account number (the "Cardholder Account Number") will be imprinted on the Card and Checks issued with respect to each Cardholder Account, along with the Business' name. The Business may elect to have each Cardholder Account billed individually to the Authorized Cardholder ("Individual Billing") or to have a combined bill sent to the Business ("Business Billing"). Under either billing program, the Business is liable for all payments due in connection with the Account and the Cardholder Accounts, in accordance with the terms of this Agreement.

3 Business Purposes. Cards and Checks are to be used solely for business purposes (which does not include any personal, family or household purpose), and the Business agrees to so advise each Authorized Cardholder. The Business' obligation under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes. The Business is solely responsible for the use and treatment of the Cards and Checks and will inform each Authorized Cardholder as to the terms of this Agreement.

4. Use of the Account.

Use of Cards: Cards or the Account may be used to purchase goods or services wherever the Cards are accepted ("Purchases"), subject to the Business Credit Limit, the applicable Cardholder Credit Limit, and any applicable activity limits placed on specific Cardholder Accounts, all as provided in Section 5. Unless the Business instructs the Bank otherwise, a Card or the Account may be used to obtain cash or other funds from the Bank or from any other financial institution or automated teller machine ("ATM") that accepts the Card, to pay debts, or to enter into transactions that involve the purchase of items convertible to cash or similar transactions (each, a "Cash Advance"). Each Cash Advance is subject to the applicable Business Credit Limit, the applicable Cardholder Credit Limit, and any applicable activity limits placed on specific Cardholder Accounts.

Cash Advance transactions include, but are not limited to, using the Card, a Check or Account to obtain wire transfers, money orders, traveler's checks, lottery tickets, bets, wagers, and casino chips or to make tax or other similar payments. The Business agrees that neither the Account nor any Cardholder Account may be used for any transaction that is illegal in the jurisdiction where the transaction is consummated or in any other jurisdiction affected by the transaction. The Business agrees that it is the responsibility of the Business and each Authorized Cardholder to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa, MasterCard or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. The Business acknowledges and agrees that the Bank has no obligation to monitor, to review or to evaluate the legality of the Business' Card transactions. The Business also agrees that no Authorized Cardholder will use a Card in connection with any Internet or on-line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. The Bank reserves the right to decline any transaction that the Bank believes is an illegal transaction, an Internet or on-line gambling transaction or a high-risk transaction. To the fullest extent permitted by law, the Business agrees to pay for any Card transaction by an Authorized Cardholder, even if that transaction is determined to be illegal.

The Bank may limit the number or dollar amount of Purchases and/or Cash Advances that may be made or obtained with a Card or Account. Neither the Bank nor its agents will be responsible or have any liability for refusing to authorize any transaction, even if the Business has credit available. The Account may be used to authorize both Purchases and Cash Advances by mail order, telephone, computer or any other means without presenting the Card. The Business agrees that neither the Business nor any other Authorized Cardholder will make any Purchases or obtain Cash Advances while the Account or any Cardholder Account is past due, over the Business Credit Limit or Cardholder Credit Limit (as applicable), or otherwise in default under this Agreement. The Business agrees that each Authorized Cardholder will cease using the Account and the Business will notify the Bank immediately if the Business or any guarantor of the Business' obligations under this Agreement plans to file for bankruptcy or similar debtor's relief or if the Business is otherwise unable to pay its debts. The Business agrees that the Bank may suspend or terminate use of the Account at any time without notice to the Business, subject to any restrictions of applicable law.

Use of Checks: Unless the Business instructs the Bank otherwise, the Bank may issue Checks to Authorized Cardholders that may be used to access the Account, subject to the applicable Business Credit Limit, the applicable Cardholder Credit Limit, and any applicable activity limits placed on specific Cardholder Accounts, all as provided in Section 5, but the Bank is under no obligation to pay or certify any Check drawn on the Account. Each Check will be treated as a Cash Advance in the amount of the Check, even if the Check is used to purchase goods or services. Each Check must be completed and signed by an Authorized Cardholder in the same way as a regular check. The Bank is not required to pay any Check if:

- Payment of the Check causes the Business Credit Limit or the Cardholder Credit Limit (as applicable) to be exceeded;
- The Account is in default under this Agreement;
- The credit privileges under this Agreement have been suspended or terminated;
- The Bank has notified the Business not to use the Account, Card or Checks for any reason; or
- The Check is postdated or is dated more than six months prior to the time presented to the Bank.

If the Bank does pay a Check that meets any of the conditions listed above, the Business agrees to repay the Bank the amount of that Check and any applicable interest and fees. If, however, the Bank returns a Check unpaid for any of the reasons listed above, the Business agrees to pay the Bank a returned check fee, as described in Section 10.

Checks paid by the Bank will be identified on the monthly billing statement, but will not be returned to the Business or the Authorized Cardholder. The Bank will retain Checks for the period of time required by law. Upon written request by the Business, the Bank will send the Business copies of paid Checks for which the Bank may charge the Business a Document Fee as described in Section 10. If the Bank provides Checks for the Account, the Business may not use a Check to pay any amount it owes the Bank, whether under this Agreement or otherwise.

The Bank does not promise that everyone will accept Cards or Checks. The Bank will not be responsible if anyone refuses to accept a Card or Check or if any goods or services purchased by an Authorized Cardholder are defective or unsatisfactory, except as otherwise provided by applicable law. The Business acknowledges and agrees that the use of a Card or Check constitutes an extension of credit from the Bank to the Business. Except as otherwise provided in Sections 17 and 21, the Business shall be liable for all indebtedness created by the use of a Card or Check, including all charges made by an Authorized Cardholder following termination of that Authorized Cardholder's employment with the Business.

Balance Transfers: The Business may request the Bank to transfer to the Account any balance that the Business owes to another creditor and the Bank, at its option, may honor the Business' request by making payment on the Business' behalf to that creditor (a "Balance Transfer"). Payments made to another creditor using a Check are not Balance Transfers under this Agreement. Balance Transfers are Cash Advances for all purposes under this Agreement, except that the Annual Percentage Rate for Purchases (and not the Annual Percentage Rate for Cash Advances) will apply to Balance Transfers. For each Balance Transfer, the Bank will charge the Business the Cash Advance Fee as described in Section 10.

5. Credit and Activity Limits. The Bank will establish a total credit limit for the Business' Account (the "Business Credit Limit"). The Bank may designate that only a portion of the Business Credit Limit is available for Cash Advances. If the Bank makes this designation, any reference in this Agreement to the Business Credit Limit shall be considered a reference to both the total credit limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to the Account exceed the designated limit on Cash Advances, the Business will be considered to have exceeded the Business Credit Limit for all purposes of this Agreement. The Business promises to keep the amount of credit outstanding under this Agreement at all times below the applicable Business Credit Limit. At any time and in its sole discretion, the Bank may increase or decrease the Business Credit Limit (including the portion available for Cash Advances) to be effective immediately, whether in response to a request by the Business or otherwise. The Bank will notify the Business in writing if such a change occurs. The Business may request an increase in the Business Credit Limit by calling the Bank at 1-800-316-0207. The Bank may honor this request, but is not required to do so. The Bank may cancel the available credit under this Agreement at any time without prior notice to the Business or any Authorized Cardholder and without affecting the Business' obligation to pay all amounts that the Business may owe under this Agreement. When a payment is made on the Account or any Cardholder Account, the Bank will apply that payment as of the date that the Bank receives it, but the Bank may delay increasing the credit available under this Agreement for up to ten (10) days while that payment is processed.

The Bank does not have to honor any Purchase or Cash Advance that would cause the outstanding balance on the Account (including interest and fees) to exceed the applicable Business Credit Limit. If the Bank does so, this Agreement also will apply to any credit the Bank extends to the Business in excess of the applicable Business Credit Limit, and the Business agrees to pay this excess amount immediately. The Business also agrees that the Bank may charge an Overlimit fee if the outstanding balance on the Account exceeds the applicable Business Credit Limit, as described in Section 10. If the Bank honors requests for credit over the applicable Business Credit Limit on one or more occasions, it does not mean that the Bank must honor future overlimit requests.

The Business will designate any activity limits and the total credit limit for each Authorized Cardholder (the "Cardholder Credit Limit") and may change any Cardholder Credit Limit by providing written notice to the Bank. The Bank may designate that only a portion of each Cardholder Credit Limit is available for Cash Advances. If the Bank makes this designation, any reference in this Agreement to the Cardholder Credit Limit shall be considered a reference to both the total credit limit and any limits on Cash Advances, unless otherwise specified. If the total Cash Advances charged to a Cardholder Account exceed the designated limit on Cash Advances, the Authorized Cardholder will be considered to have exceeded the Cardholder Credit Limit for all purposes of this Agreement.

The initial Cardholder Credit Limit is shown on the folder sent with the Card. The Business agrees to advise each Authorized Cardholder of the Cardholder Credit Limit and any specific activity limits applicable to that Cardholder Account, including but not limited to restrictions relating to the maximum number of transactions or maximum total dollar amounts permitted for that Cardholder Account during a specified period of time. The Business understands that once an applicable Cardholder Credit Limit or an activity limit is reached with respect to any Cardholder Account, the Bank has no obligation to honor further uses of the Card associated with that Cardholder Account until the Bank has received sufficient payment on the Cardholder Account, the applicable time period has expired, or the Business has advised the Bank of a change to the Cardholder Account restrictions in accordance with Section 17. If the Bank does extend credit in excess of an applicable Cardholder Credit Limit, this Agreement also will apply to any excess credit the Bank extends, and the Business agrees to pay this excess amount immediately. Overlimit fees may apply as indicated in Section 10.

6. Promise to Pay. Regardless of the billing option selected by the Business, the Business agrees to pay the Bank, when due, the total of all Purchases and Cash Advances charged to the Cards, with interest as provided in this Agreement, subject to applicable law. The Business also agrees to pay the Bank, when due, all fees and other charges set forth in this Agreement. The Bank, at its discretion, may change the interest, fees and charges from time to time as provided in Section 20.

7. Monthly Statements. Account information, including the most recent monthly statement, is available within the Online Account Management Site or the Bank's online banking website. If the Business chooses to rely entirely on the monthly statements available electronically, the Business may notify the Bank as provided in Section 27 to discontinue mailing monthly statements to the Business. The type of monthly statements to be furnished by the Bank regarding the Account will depend upon the billing option selected by the Business.

Individual Billing: If the Business has selected Individual Billing, at the end of each monthly billing cycle in which a Cardholder Account has a closing credit or debit balance of more than \$1 or for which interest is charged, the Bank shall furnish to the Authorized Cardholder a monthly statement reflecting all transactions posted to that Cardholder Account, all fees and charges imposed on that Cardholder Account under this Agreement, and any credits to that Cardholder Account (a "Cardholder Statement"). The Cardholder Statement also will show the Cardholder Credit Limit and the credit available to that Authorized Cardholder, the minimum monthly payment due for that Cardholder Statement (the "Minimum Payment Due") and the date by which the Bank must receive the Minimum Payment Due, which shall be twenty (20) days after the statement date (the "Payment Due Date"). With Individual Billing, the Business will not receive any monthly statements.

Business Billing: If the Business has selected Business Billing, at the end of each monthly billing cycle in which the Account has a closing credit or debit balance of more than \$1 or for which interest is charged, the Bank shall furnish to the Business a monthly statement reflecting all transactions posted to all Cardholder Accounts, all fees and charges imposed under this Agreement, any credits to the Account, and the Business' Minimum Payment Due (the "Business Statement"). Along with the Business Statement, the Bank will make available electronically a "Summary Statement" for each Authorized Cardholder on whose Cardholder Account any transactions have been posted during the billing cycle. The Summary Statement for a Cardholder Account will show the Cardholder Credit Limit and credit available to that Authorized Cardholder, but will not reflect any Minimum Payment Due.

References in this Agreement to a "Statement" mean the Cardholder Statement, the Business Statement, or a Summary Statement, whichever may apply.

The Business agrees to review promptly each Business Statement and to instruct each Authorized Cardholder to do so for each Cardholder Statement or Summary Statement. If the Business or an Authorized Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a Statement,

the Business agrees to notify the Bank in writing as provided in Section 27 within sixty (60) days of the date of the Statement on which any disputed charge or error first appeared. If the Business does not notify the Bank within this time period, the Business waives any rights with respect to the disputed amount to the fullest extent permitted by law. The notice must include the following information: the names of both the Business and the Authorized Cardholder; the Cardholder Account Number; the dollar amount of any dispute or suspected error; the reference number for any questioned transaction; and a brief description of the dispute or suspected error.

8. Interest. In addition to repaying the credit extended to the Business and any fees or other charges payable under this Agreement, the Business agrees to pay interest as provided in this Agreement. If the Business has selected Individual Billing, interest will be calculated separately for each Cardholder Account based on the Purchases, Balance Transfers and Cash Advances posted to that Cardholder Account. If the Business has selected Business Billing, the interest will be calculated for the entire Account based on the Purchases, Balance Transfers and Cash Advances posted to all Cardholder Accounts.

For each billing cycle, the Bank will charge interest based on the average daily balances of Purchases, Balance Transfers and Cash Advances, as described below, for the Account or each Cardholder Account, as applicable. Interest is calculated separately for Purchases, Balance Transfers and Cash Advances. If any Purchase, Balance Transfer or Cash Advance balance is subject to a special periodic rate as a result of an offer the Bank made, the Bank will calculate separately the average daily balance for these special offer Purchases, Balance Transfers or Cash Advances.

Interest on Purchases and Balance Transfers: To calculate interest for Purchases and Balance Transfers on the Account or Cardholder Account, as applicable, for each billing cycle, the Bank first determines the average daily balance of Purchases and the average daily balance of Balance Transfers during that billing cycle; next the Bank multiplies each average daily balance by the applicable Daily Periodic Rate described in Section 9 below (or, if applicable, the Daily Periodic Rate for any special offer); and then the Bank multiplies the resulting amount by the number of days in the billing cycle. If the Bank receives full payment of the new balance shown on the previous statement by the Payment Due Date, the average daily balance for Purchases will be considered zero and, there will be no interest on Purchases for the current billing cycle.

Interest on Cash Advances: Interest will be charged on all Cash Advances on the Account or Cardholder Account, as applicable, whether the Cash Advances are obtained by the use of Checks, the Card or otherwise. Interest on all Cash Advances accrues from the date the Cash Advance is added to the daily balance until the Bank receives full payment for all outstanding balances. To calculate interest for Cash Advances on the Account or Cardholder Account, as applicable, for each billing cycle, the Bank first determines the average daily balance of Cash Advances during that billing cycle; next the Bank multiplies the average daily balance by the Daily Periodic Rate described in Section 9 below (or, if applicable, the Daily Periodic Rate for any special offer); and then the Bank multiplies the resulting amount by the number of days in the billing cycle.

Determining the Average Daily Balance:

- The Bank separately calculates the average daily balances for Purchases, Balance Transfers, Cash Advances and any Purchases, Balance Transfers or Cash Advances subject to a special offer made by the Bank. For Purchases, the Bank starts with the new balance shown on the previous monthly statement, and then subtracts any Cash Advances and Balance Transfers, any unpaid interest or fees on Cash Advances and Balance Transfers (including any Foreign Transaction Fees charged on any Cash Advances or Balance Transfers and any Cash Advance Fees), and any unpaid Payment Service Fee, Transfer Fee and Rate Reduction Fee. The beginning balance for Purchases will include unpaid interest and fees on Purchases (including any Foreign Transaction Fees charged on Purchases) and any unpaid Annual Fee, Late Fee, Overlimit Fee, Returned Payment Fee, Returned Check Fee, Stop Payment Fee, Document Fee; and Expedited Delivery Fee. For Balance Transfers, the Bank starts with the new balance shown on the previous monthly statement, and then subtracts any Purchases and Cash Advances, any unpaid interest on Purchases and Cash Advances, and all fees included in the balances for Purchases and Cash Advances. The beginning balance for Balance Transfers will include unpaid interest and fees on Balance Transfers (including any Cash Advance Fees on a Balance Transfer). For Cash Advances, the Bank starts with the new balance shown on the previous monthly statement, and then subtracts any Purchases and Balance Transfers, unpaid interest or fees on Purchases and Balance Transfers (including any Foreign Transaction Fees charged on any Purchases or Balance Transfers) and any unpaid Annual Fee, Late Fee, Overlimit Fee, Returned Payment Fee, Returned Check Fee, Stop Payment Fee, Document Fee; and Expedited Delivery Fee. The beginning balance for Cash Advances

will include unpaid interest and fees on Cash Advances (including any Foreign Transaction Fees charged on any Cash Advances and any Cash Advance Fees on a Cash Advance), and any unpaid Payment Service Fee, Transfer Fee and Rate Reduction Fee. If the previous monthly statement shows that the Bank owes money to the Business or any Authorized Cardholder, as applicable, or that there is no outstanding balance on the Account or Cardholder Account, as applicable, the beginning balance will be zero. For each day after the first day of the billing cycle, the beginning daily balance is equal to the closing daily balance, if any, from the previous day.

- At the end of each day, the Bank adds any new Purchases, Balance Transfers or Cash Advances to and subtracts any new payments or credits from the appropriate beginning daily balance in order to arrive at each closing daily balance. For the purpose of computing average daily balances, the following fees shall be treated as Purchases: Annual Fee, Late Fee, Overlimit Fee, Returned Payment Fee, Returned Check Fee, Stop Payment Fee, Document Fee; and Expedited Delivery Fee. New Purchases will be added to the beginning daily balance as of the date the Card is used to make the Purchase or the first day of the billing cycle in which the transaction or fee is posted to the Account or Cardholder Account, as applicable, whichever is later. New Cash Advances obtained by use of Checks or Balance Transfers will be added to the beginning daily balance as of the date that the Check or Balance Transfer is presented to and/or paid by the Bank or the first day of the billing cycle in which the transaction is posted to the Account or Cardholder Account, as applicable, whichever is later. All other new Cash Advances will be added to the beginning daily balance as of the date the Card or Account is used to obtain a Cash Advance or the first day of the billing cycle in which the transaction is posted to the Account or Cardholder Account, as applicable, whichever is later.
- At the end of each billing cycle, the Bank separately totals all of the closing daily balances for Purchases, for Balance Transfers, for Cash Advances, and for any special offer Purchases, Balance Transfers or Cash Advances during the billing cycle. Then, the Bank divides the totals for each of these closing daily balances by the number of days in the billing cycle to arrive at the average daily balances for Purchases, Balance Transfers, Cash Advances, and any special offer Purchases, Balance Transfers or Cash Advances.

This method of calculating the average daily balance results in charging interest on unpaid interest (also known as compounding) and fees.

Minimum Interest Charge on Purchases: For any month in which the interest calculated on Purchases is less than \$1 with respect to the Account or any Cardholder Account, as applicable, the Bank will assess a minimum interest charge of \$1 to that Account or Cardholder Account.

9. Annual Percentage Rates.

Generally: The Daily Periodic Rates and the Annual Percentage Rates generally applicable to Purchases, Balance Transfers and Cash Advances are shown on the card folder sent with the Card. Each Daily Periodic Rate is determined by dividing the applicable **ANNUAL PERCENTAGE RATE** by 365. Except for any non-variable special promotional rates, the Daily Periodic Rates and Annual Percentage Rates applicable to the average daily balances of Purchases, Balance Transfers and Cash Advances are variable rates based on the Prime Rate, and these rates may change from billing cycle to billing cycle based on increases and decreases in the Prime Rate.

We use the Prime Rate in the Wall Street Journal two (2) business days before the Statement Date for each billing cycle, and any change in the Prime Rate will take effect as of the first day of that billing cycle. Any change in the Daily Periodic Rates and Annual Percentage Rates will cause a corresponding increase or decrease in the amount of interest for Purchases, Balance Transfers and Cash Advances and the Minimum Payment Due on the Account. In no event will the variable **ANNUAL PERCENTAGE RATE** be less than the rate shown on the card folder sent with the Card. Interest will be charged on the outstanding balances from cycle to cycle in amounts or at rates not in excess of those permitted by law.

Conversion To Higher Default Rate: If the Bank has not received the Minimum Payment Due on the Account (if the Business has selected Business Billing) or on any Cardholder Account (if the Business has selected Individual Billing) by the 30th day after the Payment Due Date (the "Past Due Date"), then the Bank may, at its option and in its sole discretion, increase the Annual Percentage Rates and Daily Periodic Rates in effect at that time for the Account or Cardholder Account, as applicable, to the higher default rate shown on the card folder sent with the Card. This higher rate will become effective as of the first day of the billing cycle that includes the Past Due Date.

By converting the Annual Percentage Rates as described above, the Bank does not waive the right to take any and all other action available to the Bank under this Agreement and applicable law. When all required payments

under this Agreement have been made on time for six (6) consecutive billing cycles, the Business may request the Bank to re-evaluate the Account to determine whether the Business qualifies for a lower Annual Percentage Rate.

Temporary Reductions in Interest Rates or Fees: From time to time, the Bank may make special offers to the Business which involve a temporary reduction in certain interest rates or fees applicable to the Account or Cardholder Account, as applicable, including an offer for reduced introductory rates. A temporary reduction in any interest rate or fee may apply to all transactions or balances due on the Account or Cardholder Account, as applicable, or only to the transactions and balances designated in the Bank's special offer. The Bank will describe in each special offer the specific terms of any temporary interest rate or fee reduction that differ from the existing provisions of this Agreement. Any temporary reduction in an interest rate or fee that the Business may receive through a special offer will terminate immediately if the minimum payment shown on either the Business Statement or any Cardholder Statement has not been paid in full by the Payment Due Date, in which case all provisions otherwise applicable to the Account will resume, including any provisions that increase the Annual Percentage Rate as a result of late payment. Except as specifically provided in a special offer, all other provisions of this Agreement will continue to apply to all transactions and balances due on the Account.

10. Fees.

The Business agrees to pay the fees described below, as may be applicable. If the Business has selected Individual Billing, all fees related to use of the Account by a particular Authorized Cardholder will be billed on the Cardholder Statement for that Cardholder. Otherwise, the fees will be billed to the Business directly.

- Annual Fee: The Bank may charge the Business a non-refundable Annual Fee of \$40 for each Cardholder Account. Payment of this fee will not affect any of the Bank's rights under this Agreement, including its right to suspend or terminate the Business' privileges under this Agreement. The Bank may, in its sole discretion, choose to waive or reduce the Annual Fee for any Account or Cardholder Account.
- Cash Advance Fee: For each Cash Advance (including a Balance Transfer described in Section 4), the Business must pay a fee equal to 4% of the Cash Advance amount, or \$10, whichever is greater.
- Foreign Transaction Fee: The Business also agrees to pay the Foreign Transaction fee described in Section 28, if applicable.
- Late Fee: If the Business has selected Business Billing and the Bank has not received payment in an amount equal to at least the Minimum Payment Due by the Payment Due Date shown on the Business Statement, the Bank will charge a late fee to the Account. If the Business has selected Individual Billing and the Bank has not received payment in an amount equal to at least the Minimum Payment Due shown on every Cardholder Statement by the Payment Due Date, the Bank will charge a late fee to each delinquent Cardholder Account. The amount of the late fee is based on the amount of the "Previous Balance" shown on the Business Statement or Cardholder Statement, as applicable, on which the late fee appears. The Previous Balance on which the late fee is based is the same as the "new balance" shown on the Statement for which the Bank did not receive the full Minimum Payment Due. The Bank will charge a late payment fee only once for any Minimum Payment Due on the Account or any Cardholder Account, as applicable, that is not received by the Payment Due Date. The late fee generally will be:
 - \$19 - if the Previous Balance is less than \$100;
 - \$39 - if the Previous Balance is \$100 or more.

However, if the Annual Percentage Rates applicable to the Account or any Cardholder Account have been increased to the default rate provided in Section 9 above, then the late fee will be \$49, regardless of the amount of the Previous Balance, as long as the increased Annual Percentage Rate remains in effect.

- Overlimit Fee: If the Business has selected Individual Billing, the Bank will charge the Business an overlimit fee of \$39 at the time the balance on any Cardholder Account exceeds by \$1 or more the applicable Cardholder Credit Limit, including any limit on Cash Advances. If the Business has selected Business Billing, the Bank will charge the Business an overlimit fee of \$39 at the time the balance on the Account exceeds by \$1 or more the Business Credit Limit, including any limit on Cash Advances. The Bank will charge only one overlimit fee to any particular Cardholder Account (if the Business has selected Individual Billing) or to the Account (if the Business has selected Business Billing) for any single billing cycle. The Bank may charge this fee even if the Account balance or Cardholder Account balance is over the Business Credit Limit or the Cardholder Credit Limit, as applicable, as a result of a transaction the Bank authorized or interest or a fee the Bank charged, even if the Business or Authorized Cardholder, as applicable, has not been billed for that interest or fee. The Bank may charge an overlimit fee at the beginning of a billing cycle if the Account balance or Cardholder Account balance, as applicable, is over the credit limit, even if the Bank receives the Minimum Payment Due for the previous billing cycle by the

Payment Due Date and there are no new transactions on the Account or Cardholder Account, as applicable, during the later billing cycle.

- Returned Payment Fee: The Bank will charge a fee of \$25 if a check or similar instrument is submitted to the Bank as payment on the Account or any Cardholder Account and that check or instrument is returned for insufficient funds or for any other reason, or if any automatic debit for payment on the Account or any Cardholder Account is returned unpaid. The Bank may charge this fee even if the Bank chooses to represent the check or to initiate another debit, and the Bank receives payment on the check or debit.
- Returned Check Fee: The Bank will charge a fee of \$39 if the Bank returns a Check for any reason authorized in Section 4.
- Stop Payment Fee: The Bank will charge a fee of \$29 per Check on each stop payment request, as described in Section 12 whether or not the Bank actually stops payment, subject to any restrictions of applicable law.
- Document Fee: Subject to any restrictions of applicable law, the Bank will charge the following document fees: (i) If copies of sales slips or Convenience Checks are requested, the Bank will charge \$5 for each item requested; and (ii) If duplicate copies of monthly statements are requested, the Bank will charge a fee for each item requested. The fee for each duplicate monthly statement requested will be: \$7 for statements from the previous twelve (12) months; \$17 for statements more than 12 months but not more than 24 months old; \$27 for statements more than 24 months but not more than 36 months old; \$37 for statements more than 36 months old. However, there will be no charge if such items are requested in good faith in connection with the resolution of any disputed billing matter.
- Expedited Delivery Fee: The Business or an Authorized Cardholder may request the Bank to arrange for expedited delivery of (i) any Card or Checks to the Business or the Authorized Cardholder, or (ii) any Balance Transfer to another creditor of the Business. The Bank will disclose the amount of the expedited delivery fee at the time of the request for this service. If the Business or Authorized Cardholders then confirms the request and the bank honors the request, the Bank will charge the fee disclosed at the time of the request for each such delivery arranged by the Bank.
- Payment Service Fee: If the Business or any Authorized Cardholder requests the Bank to make a payment on the Account or Cardholder Account, as applicable, by debiting any deposit or other account the Business or Authorized Cardholder designates, and the Bank honors the request, the Bank will charge a fee of \$15 for each such payment, subject to any restrictions of applicable law.
- Transfer Fee: If the Business or any Authorized Cardholder requests the Bank to make a Cash Advance (including any Balance Transfer) and to deposit that Cash Advance directly into a Compass checking account, and the Bank chooses to honor that request, then, in addition to any applicable Cash Advance Fee, the Bank will charge a \$25 transfer fee.
- Rate Reduction Fee: If a reduction in any interest rate or fee is offered by the Bank and accepted by the Business, or requested by the Business and honored by the Bank, the Bank may charge a fee of \$20 in connection with a reduction in interest rate or fees applicable to the Account, whether on a temporary or indefinite basis. If the Bank intends to apply this fee to any interest rate or fee reduction, the Bank will tell the Business about the fee orally or in writing at the time the Bank offers or agrees to the reduction. The Bank may in its sole discretion choose to waive this fee.

In addition to these fees that the Bank may charge, if a Card is used at an ATM that the Bank does not own, the owner or operator of that ATM may charge a fee for use of that ATM.

11. Payment. The Business shall pay the Bank at least the Minimum Payment Due by the Payment Due Date shown on each monthly Statement, which is twenty (20) days after the statement date or closing date shown on the Statement. All payments must be made in United States dollars. Except as provided in Section 23, each payment must be delivered to the address shown on the monthly statement to be credited to the Account or Cardholder Account, as applicable, or made through the Online Account Management Site. If the Bank allows payment at any other location or in any other manner, including payment at a branch or ATM, or if the Bank accepts a payment and the Bank's payment instructions have not been followed, the Bank will credit payment to the Account within a reasonable period of time after the Bank's receipt of the payment. If the payments are made by mail, the Business agrees not to send cash. The Business agrees that Checks will not be used to make payments on the Account or any Cardholder Account. The Business agrees that the Bank may electronically present and represent items (such as checks) that are received by the Bank as payment on the Account or any Cardholder Account, to the extent allowed by applicable law and clearinghouse rules.

Minimum Payment: If the total balance for the Account or Cardholder Account (as applicable) is \$150 or less, the Minimum Payment Due will be the balance for the Account or Cardholder Account, as applicable. If the total balance for the Account or Cardholder Account (as applicable) is greater than \$150, the Minimum Payment Due

for each billing cycle generally will be \$150 or 5% of the new balance, whichever is greater, plus any amount that exceeds the Business or Cardholder Credit Limit (as applicable), and any unpaid Minimum Payments Due from previous billing cycles, rounded to the nearest dollar (up for any fractional amount of 50¢ or more, and down for any fractional amount of less than 50¢). However, if the Annual Percentage Rates for the Account or any Cardholder Account, as applicable, have been increased to the default rate provided in Section 9 above, then, as long as the higher Annual Percentage Rates remain in effect, the Minimum Payment Due for each billing cycle will be \$15 plus any interest that has accrued during that billing cycle, any unpaid Minimum Payments Due from previous billing cycles, and any amount by which the new balance exceeds the Business or Cardholder Credit Limit (as applicable). If the Bank accepts a payment for an amount that exceeds the outstanding balance on the Account or any Cardholder Account, the applicable credit limit will not be increased by the amount of such overpayment nor shall the Bank be required to authorize transactions for an amount in excess of the applicable credit limit. **The Business may pay more than the Minimum Payment Due and, at any time, the Business may pay the full amount owed to the Bank under this Agreement without incurring any additional charge as a result of that payment.**¹ The Business may make additional payments at any time during a billing cycle. Any partial prepayment shall not affect the obligation to make subsequent Minimum Payments Due as described in this Agreement, and interest will continue to accrue on any remaining Account balance or Cardholder Account balance, as applicable.

Skip Payment Option: From time to time, the Bank may allow the Business to skip one or more monthly payments during a year. This option, if made available to the Business, will be effective for only one month at a time. The Business will be given notice of any month(s) for which the option is available. If the Bank allows the Business to skip a payment, interest will continue to accrue on the Account balance and the regular Minimum Payment Due will be applicable for the next month. Allowing the Business to skip a payment will not extend the period within which the Business must pay the new balance on the Statement to completely avoid paying interest on Purchases as described in Section 8.

Payment Allocation: Subject to applicable law, the Bank reserves the right to allocate payments to the Account or any Cardholder Account, as applicable, among interest, fees, Purchases, Balance Transfers, Cash Advances and any other amounts due in any manner it chooses. The Bank may allocate payments to balances subject to a special, reduced rate offer before any other balances due on the Account, or any Cardholder Account, as applicable, regardless of the order in which those balances were created.

12. Stop Payment Requests: The Business may ask the Bank to stop payment on a Check or to cancel a stop payment request by calling the Bank at 1-800-316-0207 or (256) 552-1676 or by writing the Bank at the address in Section 27. The Bank may require a written stop payment request. Whether a stop payment request is made in writing or otherwise, the request must include: (a) the Cardholder Account number; (b) the date, number and amount of the Check; and (c) the name of the person(s), company or organization to whom the Check is payable. The Bank needs at least four (4) hours advance notice to be able to stop payment on a Check. The Bank will not be liable in any way for requests to stop payment or to cancel a stop payment request or for failure to honor any such request if the Bank uses ordinary care in handling the request, if the Bank receives incorrect information, if the Bank receives insufficient information, or if the Bank does not receive all requested information in time for it to act.

13. Representations, Warranties and Covenants of the Business.

(a) The Business represents and warrants to the Bank that: (i) the Business has the power and authority to execute, deliver, perform, and take all actions contemplated by this Agreement; (ii) all such actions have been duly and validly authorized by all necessary proceedings on the Business' part; (iii) this Agreement has been duly executed and delivered by the Business and constitutes a valid, legal, and binding agreement of the Business enforceable against it in accordance with its terms; (iv) all information presented to the Bank in connection with this Agreement is true and complete; and (v) all financial statements presented to the Bank fairly and accurately reflect the financial position and performance of the Business for the period(s) covered by those statements and conform with generally accepted accounting principles applied on a consistent basis throughout the periods involved.

(b) The Business agrees to furnish to the Bank: (i) the authorized and true signatures of its officers and each Authorized Cardholder; (ii) upon the Bank's request, such further authorizations, verifications, and certificates as

¹ In the final version, this bolded sentence must be larger than surrounding language and in at least 10 pt. type.

the Bank may require from time to time with respect to this Agreement; (iii) as soon as available, but not later than ninety (90) days after the end of each fiscal year of the Business, audited financial statements of the Business certified by independent public accountants selected by the Business; and (iv) such other information regarding the current financial condition of the Business as the Bank reasonably may request from time to time.

(c) The Business must provide the Bank with both a mailing address and an email address. The Business shall: (i) notify the Bank within five (5) banking days of any change in the Business' address and/or to the Business email address; (ii) notify the Bank within five (5) banking days after the occurrence of any event which constitutes a default under subsections (d), (e), (f) or (g) of Section 15, and provide a statement of the details of such default and the action that the Business proposes to take with respect to that default; and (iii) notify the Bank promptly of the occurrence of any other event, condition, act, or fact that either would constitute a materially adverse change in, or otherwise would involve a substantial risk of a materially adverse effect on, the business, operations, finances, credit, any other condition, or prospects of the Business.

(d) The Business authorizes the Bank at any time to obtain credit reports and other information regarding the Business. The Business acknowledges and agrees that the credit reports and other information provided pursuant to this Section shall be used for the purpose of evaluating or reevaluating the Business' creditworthiness. Upon determining that the creditworthiness of the Business or any guarantor of the Business' obligations under this Agreement has changed adversely or that the Business or any such guarantor does not satisfy the Bank's current credit standards, the Bank may lower the Business Credit Limit, or suspend or terminate the Account or Cardholder Account, as applicable. The Bank may report its credit experiences with the Business, and with any guarantor of the Business' obligations under this Agreement, to third parties, including governmental authorities.

14. Security Interest and Right of Setoff. The Business grants the Bank a continuing lien and security interest in and upon, as well as a right of setoff against, any and all monies, deposit accounts, securities and other property of the Business now or hereafter held or received by the Bank or any of the Bank's affiliates, whether for safekeeping, pledge, custody, transmission, collection or otherwise, as security for all amounts that the Business may owe to the Bank under this Agreement.

15. Events of Default. At the Bank's option, the occurrence of any of the following events will constitute an "Event of Default" under this Agreement:

- The Business fails by the applicable due date to make or to cause to be made the Minimum Payment Due, as defined in Section 7, on the Account or any Cardholder Account;
- The Business or any Authorized Cardholder fails to abide by any other terms of this Agreement;
- The Business or any guarantor defaults in the performance of any other obligation to the Bank under any other agreements;
- The Business or any guarantor misrepresents any material fact in connection with the Account;
- The Business or any guarantor defaults (whether as principal or as guarantor or other surety) in the payment on any obligation of \$10,000 or more due to the Bank or any other creditor;
- The Business or any guarantor makes a payment under this Agreement or any other agreement with the Bank or any other creditor that is not honored by the Business' bank or the guarantor's bank, as applicable;
- The Business, without receiving the prior written approval of the Bank:
 - (i) dissolves or otherwise ceases to operate;
 - (ii) is a party to a merger or other reorganization; or
 - (iii) sells or otherwise transfers all or substantially all of its assets.
- Any guarantor or any natural person owning a majority interest in the Business dies, is declared legally incompetent, is imprisoned, or sells a majority of his or its interest in the Business; or
- The Business or any guarantor files or has filed against it a petition under a provision of the federal bankruptcy laws, becomes insolvent, or suffers an adverse change in its financial condition which in the Bank's opinion will increase the Bank's risk or render its prospect of payment insecure.

16. Bank's Remedies. Upon the happening of any one or more of the Events of Default under Section 15 above, the Bank, at its option and without prior notification or demand, may: (a) close the Account or any and all Cardholder Accounts to all use; (b) accelerate payment of the full balance of all amounts due under this Agreement, including without limitation, the balances due on any or all Cardholder Accounts and all accrued fees and other charges; (c) apply or set off any and all of the Business' monies, deposit balances (general or specific), securities, and other credit or property held by the Bank against all amounts due from the Business to the Bank

under this Agreement; and/or (d) suspend or terminate credit extensions to the Account or any or all Cardholder Accounts. The Business agrees that the Bank may delay enforcing any of its rights under this Agreement without losing them. The fact that the Bank waives its rights in one or more instances does not constitute a waiver of the same or other rights in any other like or different instance.

17. Cancellation of Cards/Cardholder Accounts; Changing Limits on Cardholder Accounts. If the Business at any time wishes either to have a new Card issued, or to cancel, increase, reduce, or otherwise change any limit or other requirement on any outstanding Card, an authorized representative of the Business shall notify the Bank in writing of the requested action and the requested date of such action, which request shall constitute an amendment to the application for the Account. Upon the cancellation of any Card or the termination of any Cardholder Account, the Business promptly will notify the Authorized Cardholder and will use its best efforts to obtain the canceled Card and destroy the Card. Upon cancellation of a Card (other than a lost or stolen Card about which the Bank has received notice) or termination of any Cardholder Account (including termination resulting from the Authorized Cardholder's termination of employment for which the Bank has received notice), the Business shall remain liable for all outstanding balances incurred by the use of the Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, as well as all fees or other charges of any type with respect to that Cardholder Account. Upon the Bank's reduction of or change in any limit or other requirement on any outstanding Card, the Business promptly shall notify the Authorized Cardholder. Notwithstanding any such notice, the Business shall remain liable for all amounts incurred by the use of the Card.

18. Account Review; Termination and Suspension of Account; Changes to Credit Limits. The Bank may reevaluate the Business' financial condition and credit standing at any time. The Business agrees to permit and cooperate with any investigation of its credit record and also to furnish the Bank promptly upon request accurate and current information concerning the Business' assets and liabilities, including true copies of the Business' signed and filed federal income tax returns. Based upon such a review, the Bank in its discretion may terminate or suspend the Account and any or all Cardholder Accounts, or may increase or decrease the Business Credit Limit and any or all Cardholder Credit Limits at any time.

19. Termination and Suspension. The Bank may temporarily suspend or delay reissuing any Card, or limit the right to make Purchases, obtain Cash Advances, or otherwise use the Account or any Cardholder Account, at any time without notice to the Business or to any Authorized Cardholder and without liability to the Bank. The Business will not make and agrees to notify and instruct each Authorized Cardholder not to make any Purchase or obtain any Cash Advance after being notified by the Bank of termination or temporary suspension of a Card or the Account or any Cardholder Account, as applicable. The Business also will comply, and will notify and instruct each Authorized Cardholder to comply, with any limitation placed by the Bank on the use of a Card or the Account or Cardholder Account, as applicable. The Business may terminate the Account or any Cardholder Account at any time by notifying the Bank in writing of its intent to do so and destroying all affected Cards and unused Checks. Upon termination of the Account, the Business shall remain liable for all outstanding balances incurred prior to termination, including all outstanding balances for transactions that may be posted to a Cardholder Account by a merchant after termination, as well as all fees or other charges of any type with respect to the Account. If the Business is not in default at the time of termination, the Business may pay off the balance due on the Account according to the terms and conditions of this Agreement. Neither termination nor suspension will affect the Business' existing obligations or the Bank's rights or remedies under this Agreement, including the Bank's right to change the terms of the Agreement from time to time. Except as otherwise provided in this Agreement, the Business will remain liable for all charges posted to the Account prior to the time all Cards and unused Checks issued on the Account are destroyed.

20. Amendments. The Bank may change the terms of this Agreement at any time by giving the Business 30 days advance written notice of the change, as required by applicable law. These changes may include modifying or deleting existing terms and adding new terms. The Business agrees that, at the Bank's option, written notice of change in terms includes electronic delivery of a notice informing Business of the change with the 30 day advance written notice period beginning to run upon the delivery of the electronic notice to the Business at the Business' email address on file with the Bank. Subject to the requirements of applicable law, any changes to this Agreement will become effective at the time stated in the Bank's notice to the Business, and the amended terms of the Agreement will apply to all outstanding unpaid balances the Business owes under this Agreement, as well as new charges, unless the Business terminates all rights to use the Account on or before the date provided in the Bank's notice.

No change to any term or condition of this Agreement shall be effective unless accepted or authorized by the Bank in writing.

21. Liability for Unauthorized Use of the Account. Each Organization Administrator's access to the Online Account Management Site will be controlled by a user name and password (collectively referred to as a "User Codes"). The Business agrees that use of User Codes and other security techniques that the Bank has established for the Online Account Management Site constitutes a commercially reasonable security procedure for the Business. The Business agrees to be bound by all requests, communications, or other instructions to the Bank that are initiated under this Agreement and in compliance with Bank's security procedures, regardless of whether the Business or any Organization Administrator or other person connected to the Business actually authorized the request, communication, or instruction. If any request, communication, or instruction initiated in connection with any Account is accepted by the Bank in compliance with this security procedure contains any error, to the full extent allowed by law the Business will be liable for, and shall indemnify the Bank, against any claims, losses, and expenses the Bank may incur that arise from or relate to the erroneous requests, communications, or instructions. The Bank's records demonstrating compliance with this security procedure will be deemed conclusive proof that the request, communication, or instruction received by the Bank was authorized by the Business and that the Business is bound by the request, communication, or instruction. The Business agrees to notify the Bank immediately if the Business knows or suspects that any Card or Checks are lost, stolen, or otherwise subject to unauthorized use. The use of a Card or Checks by an Authorized Cardholder at any time, even if the Authorized Cardholder no longer is employed or associated with the Business, shall not constitute unauthorized use, subject to applicable law and Section 17. The Business may be liable for unauthorized use of any Card and/or Checks, as well as any fraud involving the use of a Card and/or Checks.

If nine or fewer Cards are issued to the Business' employees, then: (a) the Business' liability for unauthorized use shall not exceed the lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized use before the Bank is notified of that use; and (b) the Business will not be liable for unauthorized use that occurs after it notifies the Bank, either orally or in writing, of the loss, theft or unauthorized use, at the following address or phone number or in writing as indicated in Section 27:

Compass Bank
P.O. Box 2210
Decatur, Alabama 35699-0001
800/316-0207 or 256/552-1587

However, if ten (10) or more Cards are issued to the Business' employees, the Business shall be liable for all unauthorized use. The Business agrees that any liability the Authorized Cardholder separately may have to the Business for the unauthorized use of the Card shall be the lesser of \$50 or the amount obtained by the unauthorized use.

22. Indemnification. If ten (10) or more Cards are issued to the Business' employees, the Business shall indemnify and hold harmless the Bank, its affiliates, and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, expenses, liabilities, judgments, settlements, or other amounts, including reasonable attorneys' fees (collectively, "losses") resulting from, relating to, or arising out of this Agreement; provided however, that the Business shall have no obligation to indemnify the Bank, its affiliates, or their respective directors, officers, employees, or agents against any losses to the extent that such losses result from, arise out of, or relate to the gross negligence or willful misconduct of the Bank, its affiliates, or their respective directors, officers, employees or agents.

23. Irregular Payments/Delay in Enforcement: Subject to applicable law, the Bank reserves the right, at any time and in its sole discretion, to delay imposing or not to impose part or all of any fee or other amount permitted by this Agreement or to delay exercising or not to exercise any of its other rights under this Agreement and, should the Bank do so, it will not waive its right to impose such fee or other amount or to exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, and subject to applicable law, the Bank may, at its option: (a) accept late or partial payments, (b) agree to extend the due date of any payment due under this Agreement for any length of time and/or (c) release any guarantor or other person responsible for the Business' obligations under this Agreement, all without notifying the Business and without releasing the Business from its obligation to pay in full all amounts owing under this Agreement and to perform all of the Business' other obligations under this Agreement. To the extent allowed by applicable law, the Bank may take other action not described in this Agreement, and by doing so the Bank does not limit and will not lose its rights under this Agreement. No payment shall operate as an accord and satisfaction without the Bank's prior written approval. The Business agrees that the Bank may accept, endorse, and collect any payment that is marked "payment in full" or that is tendered with other conditions or limitations without changing any of the Bank's rights or the

Business' obligations under this Agreement (including the Business' obligation to pay in full all amounts owed to the Bank) if: (i) the payment is received by the Bank at any location and the Bank's records do not reflect an existing dispute of an amount owed by the Business to which the payment relates, or (ii) the payment is received by the Bank at any location, other than the special payment address provided in this Section 23 below, and the Bank's records show an existing dispute of an amount owed by the Business to which the payment relates. The Business agrees that, for the purposes of this Section 23, the Bank's determination and records regarding the existence of a dispute by the Business of any amount owed by the Business will be conclusive, except in the event that the Business proves otherwise by written evidence. **If the Business disputes any obligation under this Agreement, including any payment obligation, the Business agrees to mail or deliver all written communications concerning such disputes, including any check or other payment instrument that is marked "payment in full" or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, to: BBVA Compass Card Financial Services, PO BOX 2210, Decatur, Alabama 35699-0001.** The fact that the Bank may at any time honor a Purchase or Cash Advance in excess of the applicable credit limit or at a time when the Account is in default does not obligate the Bank to do so again.

24. Governing Law/Severability/General: THIS AGREEMENT AND THE ACCOUNT, AND ANY CLAIM, DISPUTE OR CONTROVERSY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE ACCOUNT, WHETHER BASED ON CONTRACT, TORT, FRAUD OR OTHER INTENTIONAL TORTS, STATUTE, REGULATION, CONSTITUTION, COMMON LAW AND/OR EQUITY, ARE GOVERNED BY AND WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW) AND APPLICABLE FEDERAL LAW. THE LEGALITY, ENFORCEABILITY AND INTERPRETATION OF THIS AGREEMENT AND THE AMOUNTS CONTRACTED FOR, CHARGED AND RECEIVED UNDER THIS AGREEMENT WILL BE GOVERNED BY THESE LAWS. THIS AGREEMENT IS ENTERED INTO BETWEEN THE BANK AND THE BUSINESS IN ALABAMA. THE BANK MAKES DECISIONS ABOUT GRANTING CREDIT TO THE BUSINESS IN, EXTENDS CREDIT TO THE BUSINESS UNDER THIS AGREEMENT FROM, AND ACCEPTS THE BUSINESS' PAYMENTS IN ALABAMA.

Except as otherwise expressly provided in Section 30, if any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The provisions of any prior agreement between the Business and the Bank respecting the Account, to the extent that such agreement is or may be in conflict with the terms of this Agreement, are hereby superseded and shall be void and of no force and effect. The remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law. The Business waives demand, presentment, notice of dishonor, protest and suit.

25. Assignment/Binding Effect. The Business agrees that at any time the Bank may assign or transfer the Account, this Agreement and the Bank's rights and obligations under the Agreement to another person without prior notice to or approval from the Business. The Business may not assign, delegate, or transfer the Account or any of the Business' obligations under this Agreement to any other person. This Agreement shall be binding on the Business, its successors and assigns.

26. Attorneys' Fees and Other Collection Charges. The Business agrees to pay all reasonable expenses incurred by the Bank in collecting or attempting to collect the amounts that the Business owes the Bank under this Agreement, including court costs and reasonable attorneys' fees.

27. Notices. The Bank will send statements and other notices to the Business at the address shown on the Bank's records. The Business promises to notify the Bank in writing within five (5) banking days of any change in the address of the Business or any Authorized Cardholder and/or of any change in the Business' email address. Any notice the Business is required to give the Bank under this Agreement will be effective only when the Bank actually receives it and has a reasonable period of time to process it. Unless otherwise instructed by the Bank, such notice must be (a) in writing, (b) on the Business letterhead and signed by an authorized representative of the Business or an Organization Administrator, and (c) directed to the following address:

BBVA Compass Card Financial Services
Attn: Business Credit Card
P.O.Box 2210
Decatur, AL 35699-0001

The Business agrees that the Bank's waiver of the requirements of this Section in certain instances, regardless of whether such waiver is express or implied, will not operate to establish a course of dealing or to waive the requirements of this Section in any future instances, even if such future instances are similar in nature.

28. Foreign Transactions: Foreign transactions include any Card transactions on the Account or any Cardholder Account, as applicable, made in a foreign currency or made outside of the United States of America, even if that transaction is made in U.S. dollars. If a Card transaction is made in a currency other than U.S. dollars, Visa will convert the amount of that Card transaction into U.S. dollars according to its own currency conversion procedures in effect at that time. The exchange rate used to convert the currency is either a rate selected by Visa from the range of rates available in wholesale currency markets on the applicable processing date (which rate may differ from the rate Visa itself receives), or the government-mandated exchange rate in effect on the applicable processing date. The exchange rate in effect on the applicable processing date may differ from the exchange rate in effect on the date of the Card transaction. The Bank may charge the Business a Foreign Transaction Fee equal to three percent (3%) of the U.S. dollar amount of any foreign transaction made on the Account or any Cardholder Account, as applicable, whether that Card transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa. In either case, the Foreign Transaction Fee will be calculated on the U.S. dollar amount of the Card transaction provided to the Bank by Visa, and charged to the Account or Cardholder Account, as applicable, at the time the Card transaction is posted to the account. The same conversion process and fee may apply if any foreign transaction is reversed or credited back to that Account. The amount (in U.S. dollars) of any credit associated with a particular foreign transaction on the Account or any Cardholder Account, as applicable, is likely to differ from the original amount (in U.S. dollars) of the Card transaction due to differences in the applicable exchange rates, which may vary daily.

29. Telephone Monitoring. To assure that the Business receives accurate and courteous customer service and to verify the Business' requests or notices, the Business' calls may be monitored by a second employee of the Bank and/or recorded, and the Business agrees to this monitoring and recording.

30. Dispute Resolution.

(a) Subsection (a) applies if the Business' principal place of business is outside California

ARBITRATION: By opening or maintaining the Account, the Business agrees that if a dispute, claim or controversy of any kind arises out of or relates to this Agreement, the Account, any Cardholder Account or any transactions involving the Account or any Cardholder Account, either the Business or the Bank can choose to have dispute resolved by binding arbitration. This arbitration provision limits the Business' ability to litigate claims in court and the Business' right to a jury trial. The Business should review this section carefully. The Business will not have the right to participate as a class representative or member of any class of claimants for any claim subject to arbitration. Arbitration is a more informal proceeding in which disputes are decided by one or more neutral arbitrators who receive the evidence and then issue a binding ruling in the form of an award. The Business and the Bank understand that discovery and other procedures in arbitration may be more limited than discovery in court proceedings and that the ability to modify, vacate, or appeal an award by an arbitrator(s) is strictly limited.

The Business and the Bank agree, upon written demand made by the Business or the Bank, to submit to binding arbitration all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to (a) this Agreement, the Account, any Cardholder Account, any transaction involving the Account or any Cardholder Account, or any advertisements, promotions, or oral or written statements related to this Agreement, the Account or any Cardholder Account, (b) the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this arbitration provision), or (c) the validity, interpretation, scope or enforceability of this Agreement or the interpretation or scope of the Arbitration Clause (collectively, a "Claim"). All parties retain the right to seek relief in a small claims court for disputes or claims within the jurisdictional limits of the small claims court. At the option of the first to commence arbitration, the Business or the Bank may choose to have the arbitration conducted by JAMS ADR ("JAMS") or the American Arbitration Association ("AAA"), or the Business and the Bank may agree upon a different arbitrator. In any event, any arbitration under this Agreement shall be conducted in writing in accordance with the applicable arbitration rules of the arbitrator or arbitration organization ("Rules"). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. In the event of any inconsistency between this Agreement and the Rules to be used for arbitration, such inconsistency shall be resolved in favor of

this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the “FAA”) shall apply to the construction, interpretation, and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either the Business or the Bank may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with JAMS or the AAA in accordance with the Rules in effect at the time the notice is filed. The notice shall set forth the subject of the dispute and the relief requested, at a minimum. The demand for arbitration may be made before or after commencement of any litigation. The Business should contact the AAA at 800-778-7879 or www.adr.org, or JAMS at 800-352-5267, www.jamsadr.com for more information about arbitration. If for any reason the AAA or JAMS is unable or unwilling to serve as arbitration administrator, or the Business and the Bank are unable to agree on another arbitrator, the Bank will substitute another national or regional arbitration organization.

Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or similar other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

The Business cannot join together in a dispute with anyone other than persons who use the Account. Even if other people have disputes similar to a dispute that the Business and the Bank have, those people and their disputes cannot be part of any arbitration between the Business and the Bank. A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between the Business and the Bank, and a Claim may not be arbitrated on a class action, private attorney general, or other representative basis. Notwithstanding anything to the contrary in this Agreement, any dispute regarding the prohibitions in this paragraph or about the enforceability of the arbitration clause shall be resolved by a court and not by the arbitrator(s).

Where the aggregate of all Claims by both the Business and the Bank does not exceed \$250,000, any expedited procedures provided in the Rules (“Expedited Procedures”) shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both the Business and the Bank exceeds \$250,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

The Business and the Bank agree that the arbitrator(s): (a) shall limit discovery to non-privileged matters directly relevant to the arbitrated dispute; (b) shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; (c) shall have authority to grant relief only with respect to Claims asserted by or against the Business; (d) shall not have any authority to require, as part of any relief granted, that the Business and the Bank continue any relationship the Bank may have under this Agreement or otherwise; and (e) shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000.

Upon written request by the Business, for claims up to \$50,000, the Bank will pay to the AAA or JAMS the portion of the arbitration filing fee that exceeds the cost of filing a lawsuit in the federal court where the Business has its principal place of business. Upon written request by the Business, the Bank may elect, at our sole discretion, to pay or advance some or all of any remaining arbitration fees and other costs. The arbitrator will decide whether the Bank or the Business ultimately will be responsible for paying any filing, administrative or other fees in connection with the arbitration. If the Business is the prevailing party in the arbitration, the arbitrator(s) also may order the Bank to pay some or all of the Business’ attorney, expert, and/or witness fees. Any arbitration proceedings shall be conducted in the federal judicial district where the Bank maintains the Account. Judgment upon any award rendered in arbitration may be entered in any court having jurisdiction.

If the Business or the Bank are seeking to bring a joined, consolidated, or class action and if the portion of this arbitration provision that prohibits the arbitration of joined, consolidated, or class actions is deemed invalid or unenforceable, then the entire arbitration provision shall be void and unenforceable and severed from the rest of this Agreement. If any portion of this arbitration provision other than the prohibition against the arbitration of joined, consolidated or class actions is deemed invalid or unenforceable, then that portion will be severed and the remaining portions of this arbitration provision will remain valid and enforceable including the prohibition against

the arbitration of joined, consolidated or class actions. **Nothing in this arbitration provision shall limit the Business' or the Bank's right, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action. The Business and the Bank agree that the taking of these actions or any other participation in litigation by the Business or the Bank does not waive any right that either the Business or the Bank has to demand arbitration at any time with respect to any subsequent or amended Claim filed against the Business or the Bank after commencement of litigation between the Business and the Bank.** This arbitration provision shall survive termination of this Agreement and the closing of the Account or any Cardholder Account.

WAIVER OF JURY TRIAL: This provision limits the Business' rights to a jury trial. The Business should review this section carefully. If (i) neither the Business nor the Bank seek to compel arbitration of any dispute the Bank has related to this Agreement, the Account, any Cardholder Account, or any transactions involving the Account or any Cardholder Account, or (ii) some or all of the arbitration clause is unenforceable and the Bank is in a dispute in a court of law, then each of us agrees to waive any right the Bank may have to a jury trial to the extent allowable under the laws of the state that govern this Agreement.

Attorneys' Fees: In any action between the Business and the Bank in court, the prevailing party shall be entitled to recover its reasonable attorneys' fees expended in the prosecution or defense of the court action from the other party.

(b) Subsection (b) applies if the Business' principal place of business is California

JUDICIAL REFERENCE & WAIVER OF JURY TRIAL: By opening or maintaining the Account, the Business agrees that if a dispute, claim or controversy of any kind arises out of or relates to this Agreement, the Account, any Cardholder Account or any transactions involving the Account or any Cardholder Account, it will be resolved by judicial reference pursuant to the provisions of the California Code of Civil Procedure, Sections 638-645.1 inclusive, unless the dispute, claim or controversy is part of a class action. **This judicial reference provision limits the Business' ability to litigate claims in court and the Business' right to a jury trial. By agreeing to judicial reference, the Business and the Bank waive, and shall not have, any right to a jury trial. The Business should review this section carefully.** Judicial reference is a proceeding in which disputes are decided by a judicial referee who receives the evidence at a hearing and then issues a statement of decision upon which a judgment is based. The Business and the Bank agree that the referee shall have the power to decide all issues of fact and law and report his/her statement of decision hereon, and to issue all legal and equitable relief appropriate under the circumstances before him/her. Either the Business or the Bank may initiate judicial reference by giving written notice of the intention to initiate judicial reference to the other party and by proceeding in accordance with California Code of Civil Procedure, Section 638.

The Business and the Bank agree, upon written demand made by the Business or the Bank, to submit to judicial reference all disputes, controversies, and claims, whether based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity, or any other legal basis or theory, and whether pre-existing, present, or future, that arise out of or relate to this Agreement, the Account, and Cardholder Account, any transaction involving the Account or any Cardholder Account, or any advertisements, promotions, or oral or written statements related to this Agreement, the Account or any Cardholder Account, the relationships that result from this Agreement (including, to the fullest extent permitted by applicable law, relationships with third parties who are not parties to this Agreement or this judicial reference provision), or the validity, interpretation, and scope of this Agreement (collectively, a "Claim"). All parties retain the right to seek relief in a small claims court for disputes or claims within the jurisdictional limits of the small claims court.

The Business and the Bank agree that a single referee who is a retired California state or federal court judge shall be appointed by the court pursuant to California Code of Civil Procedure, Section 640 and shall preside over the reference proceeding and try all issues, whether of fact or law. If the parties are unable to agree upon a referee within ten (10) days of a written request to do so by any party, then any party may thereafter seek to have a referee appointed pursuant to the California Code of Civil Procedure, Sections 638 and 640, including submitting to the court up to three nominees who are retired state or federal court judges.

The Business and the Bank shall be entitled to discovery, and the referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

Demand for judicial reference under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the claim also is barred in judicial reference. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the judicial reference of any Claim shall be decided by the judicial referee in accordance with the provisions of this Agreement.

A claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the judicial reference proceedings between the Business and the Bank. Any such claim will be resolved in a court of proper jurisdiction.

Nothing in this judicial reference provision shall limit the right of the Business or the Bank, whether before, during, or after the pendency of any judicial reference proceeding, to exercise any self-help remedies, such as set off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action. The Business and the Bank agree that the taking of these actions or any other participation in litigation by the Business or the Bank does not waive any right that either the Business or the Bank has to demand judicial reference at any time with respect to any subsequent or amended Claim filed against the Business or the Bank after commencement of litigation between the Business and the Bank.

The Business and the Bank agree that the referee shall not have any authority to require, as part of any relief granted, that the Business and the Bank continue any relationship the Bank may have under this Agreement or otherwise; and shall provide a statement of decision stating the disposition of each claim and a concise written explanation of the basis for the award. The referee's statement of decision shall contain written findings of fact and conclusions of law, and the court shall enter judgment thereon pursuant to California Code of Civil Procedure, Sections 644(a) and 645. The decision of the referee shall then be appealable as if made by the court.

Unless inconsistent with applicable law, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the judicial reference. Any judicial reference proceedings shall be conducted in the federal judicial district where the Business has its principal place of business, and the Business will be given the opportunity to attend the proceeding and be heard. Judgment upon any statement of decision rendered in judicial reference may be entered by the court that appointed the judicial referee.

If any portion of this judicial reference provision is deemed invalid or unenforceable, the remaining portions of this judicial reference provision will remain valid and enforceable. This judicial reference provision shall survive termination of this Agreement and the closing of the Account or any Cardholder Account.

CALIFORNIA RESIDENTS: You understand and agree that interest is compounded under the terms of this Agreement.

MARYLAND RESIDENTS: You have the right under Maryland Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of the Account or any Cardholder Account.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.