

## Amarillo National Bank P.O. Box 1, Amarillo, TX, 79105 CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR CARD ACCOUNT

Notice: Read and retain this copy of your Agreement and Truth in Lending Disclosure for future reference.

TERMS USED IN THIS AGREEMENT: This Agreement and Disclosure Statement ("Agreement') covers your Amarillo National Bank Account ("Account") shown above. In this Agreement, the words "you" and "your" mean any person who signs this Agreement or uses the Card. "We" "our" and "us" "Bank" mean the financial institution named above. The "Card" means any credit card issued to you or those designated by you under the terms of this Agreement. "Use of the Card" means any procedure used by you, or someone authorized by you, to make a purchase or an advance whether or not the purchase or advance is evidenced by a signed written document. "Unauthorized use" means the use of your Card by a person, other than you, who does not have actual, implied, or apparent authority for such use, and from which you receive no benefit. In this Agreement, any plural terms shall be deemed singular and any singular terms shall be deemed plural when context and construction so require.

EXTENSION OF CREDIT: If your application is approved, we may, at our discretion, establish an Account in your name and cause one or more Cards to be issued to you or those designated by you. In such event, you authorize us to pay for your Account all items reflecting credit purchases, balance transfers, and cash advances obtained through use of the Card.

JOINT APPLICANT LIABILITY: If this Agreement is executed by more than one person, each of you shall be jointly and individually liable to us for all charges made to the Account, including applicable fees. In addition, you agree that each of you designates the other as agent for the purpose of making purchases, cash advances or balance transfers under this Agreement and each use of your Account shall be an extension of credit to all. Notice to one of you shall constitute notice to all. Any joint cardholder may remove him/herself from responsibility for future purchases at any time by notifying us in writing. However, removal from the Account does not release you from any liability already incurred.

CONVENIENCE CHECKS: We may issue checks at our discretion that may be used for any lawful purpose other than making a payment for credit to your Account. By signing such checks, you authorize us to pay the item for the amount indicated and post such amount as a cash advance to your Account. We do not have to pay any item that would cause the outstanding balance in your Account to exceed your credit limit. Charges that apply in connection with the use of convenience checks are as follows: Copy of Paid Check \$5; Stop Payment on Check \$15; Non-Sufficient Funds Check (NSF) as follows: the first NSF convenience check occurrence, a fee equal to the lesser of the amount of the check or \$25 will be assessed; if another NSF convenience check occurs during the next six billing cycles, a fee equal to the lesser of the amount of the check or \$35 will be assessed. Fees will be assessed at the time they are incurred. In addition to periodic interest charges, use of convenience checks is subject to an additional fee which is disclosed under the "Cash Advance/-Convenience Check Fee" section of this Agreement. There is no grace period for convenience checks.

BALANCE TRANSFERS: Subject to your available credit, you will be able to transfer the balances of non-Amarillo National Bank credit card accounts to your Account. If you request a balance transfer to be made, you should not rely on a balance transfer to be made by any particular date. Although most balance transfers will be made sooner, it could take up to four weeks before payment to your other account is made. Accordingly, you should continue to make all required payments on your other accounts until you confirm that the balance transfer has been made. Balance transfers may not exceed your available credit. Balance transfers will be processed from the lowest to the highest dollar amount. If a balance transfer coupon is more than your available credit limit, we will automatically lower the balance transfer amount to your available credit and complete the transfer. We will not close your other accounts, even if you transfer the entire balance. If you want to close your other accounts, you should contact the issuer directly. Transfer of a balance that contains disputed purchases or other charges may cause you to lose any dispute rights you may have with regard to those purchases or other charges. In addition to periodic interest charges, balance transfers are subject to an additional fee which is disclosed under the "Balance Transfer Fee" section of this Agreement. There is no grace period for balance transfers.

CREDIT LIMIT: The Credit Limit on your Card Account is disclosed on each monthly statement (your initial Credit Limit appears on the folder containing the Card). You agree not to use or allow anyone else to use the Card or your Card Account in any way that would cause the Outstanding Balance to exceed your Credit Limit. You are liable for the Outstanding Balance even if it exceeds your Credit Limit. Once any transaction or fee causes the balance to exceed your Credit Limit, you will no longer be able to conduct purchase, balance transfer or cash advance transactions until the outstanding balance is paid down below your designated Credit Limit. The Bank may increase or decrease your Credit Limit at any time. In addition, you may request a change in your Credit Limit by writing to the address shown on your monthly statement or by calling 1-800-262-3733 during business hours (8:00 am to 5:00 pm. Central Time, Monday through Friday, excluding Bank holidays).

THE CARD: For your protection, the back of the Card contains a signature panel which should be signed immediately upon receipt and before the Card is used. The Card is property of the Bank and must be returned to the Bank if the Bank so requests. Also, the Bank can at any time and without cause and without notice revoke the right to use the Card. If a merchant or a financial institution where the card is attempted to be used asks for the surrender of the Card, it must be immediately surrendered. The Card will not be valid after the expiration date printed on the front of the Card and it must not

be used after that date. The Bank will continue to issue renewal or replacement cards until the Bank revokes the right to use the Card or until your Card is closed. If you allow anyone else to use your Card, you will be liable for all credit extended to such persons. You promise to pay for all purchases, balance transfers, and cash advances made by anyone whom you authorize to use your Card, whether or not you notify us that he or she will be using it. If someone else is authorized to use your Card and you want to end that person's privilege, you must notify us in writing, and if he or she has a Card, you must return the Card with your written notice for it to be effective.

PROMISE TO PAY: You promise to pay us in U.S. dollars for (a) all purchases, cash advances, and balance transfers made by you or anyone whom you authorize to use the Card or Account; (b) interest charges and other charges or fees; (c) collection costs and attorney's fees as permitted by applicable law, and any costs incurred in the recovery of the Card; and (d) credit in excess of your credit limit that we may extend to you. At the end of each monthly billing cycle for which you have a balance on your Account, you will be furnished with a periodic statement showing (i) the "Previous Balance" (the outstanding balance in the Account at the beginning of the billing cycle), (ii) the amount of all cash advances, purchases, balance transfers, Late Payment Fees, Returned Payment Fees, Annual Fees, interest charges, and other charges or fees posted to your Account during the billing cycle, (iii) the amount of all payments and credits posted to your Account during the billing cycle, and (iv) the "New Balance" which is the sum of (i) and (ii) minus (iii).

You agree to pay on or before the "Payment Due Date" shown on the monthly periodic statement the entire New Balance or a Minimum Payment equal to an amount which is at least 2% of the New Balance or \$10.00, whichever is greater, plus any unpaid fees and interest charges. If the New Balance is \$10.00 or less, you agree to pay it in full. You may make extra payments in advance of the due date without a penalty, and you may repay any funds advanced, credit extended, or amount outstanding at any time without a penalty for early payment. Regardless of the amount of any extra payment during a given month, a monthly payment will be required the following month if a balance remains in your Account.

COST OF CREDIT: You will pay an interest charge for all advances made against your Account. The interest charge may include, as applicable, a minimum interest charge, a periodic interest charge on your Account balances, and certain transaction-based fees. Periodic interest charge for cash advances and balance transfers begin to accrue on the date of the advance and there is no grace period. New purchases will qualify for a grace period and will not incur periodic interest charges until the start of the next billing cycle if the Previous Balance on your statement (i) is zero, (ii) is a credit balance, or (iii) was paid in full by the Payment Due Date on your immediately preceding monthly statement. For new purchases that qualify for a grace period, you will pay no periodic interest charges on those new purchases if you pay the New Balance in full by the Payment Due Date shown on the billing statement on which those new purchases first appear. For new purchases that do not qualify for a grace period, interest charges will begin to accrue on the date of the advance. Prior to the expiration of any grace period, if you do not pay the New Balance in full, but pay a portion of the New Balance by the Payment Due Date for that monthly statement, you will pay no periodic interest charges on the purchases portion of the New Balance that remains unpaid. The Payment Due Date will be no less than 25 days after we have sent you your current monthly statement.

HOW WE CALCULATE YOUR BALANCE AND INTEREST CHARGE ON BALANCES: We figure the periodic interest charge on your Account by applying the applicable periodic rate to the Average Daily Balance of your Account for each feature category. Feature categories include purchases, balance transfers, cash advances and promotional balances. These calculations may combine different feature categories with the same Periodic Rates. The Average Daily Balance for each feature category is arrived at by taking the beginning balance of such feature category each day and adding any new transactions to the balance, except we will not include new purchases if you have paid in full the New Balance on your previous statement by the Payment Due Date or if the New Balance on your previous statement was zero or less. We then subtract any payments or credits and unpaid interest charges and finance charges allocated to the feature category balance for the day. This gives us the daily balance for such feature category. The daily balances for such feature category are then added together and divided by the number of days in the billing cycle. The result is the Average Daily Balance for such feature category. The periodic interest charge for each feature category is determined by multiplying the Average Daily Balance by the applicable Periodic Rate.

CREDITING OF PAYMENTS: We do not charge for payments made by standard mail service or other standard payment methods that we accept. If we charge a fee for any expedited payment service we offer, that fee will be disclosed to you at the time you request the service. All payments made on your Account at the address designated for payment on the monthly periodic statement or by way of any other approved payment methods generally will be credited to your Account on the date of receipt. If the date of receipt for a mailed payment is not a business day, the payment may not be credited until the first business day following receipt. Payments received in person by one of our branch employees before the close of business will receive same-day credit. If payment is made at any location other than the address designated on the periodic statement or any other standard payment method we accept, credit for such payment may be delayed up to five days.

All payments on your Account will be applied first to collection costs, then to any interest charge and other fees due, and then to the unpaid principal balance. If your payments exceed the Total Payment Due shown on your current monthly statement, we generally will apply the excess amount first to the balances subject to the highest interest rate. This will result in balances with higher ANNUAL PERCENTAGE RATES being paid before any other existing balances. Interest paid or agreed to be paid shall not exceed the maximum amount permissible under applicable law, and in any contingency whatsoever, if we shall receive anything of value deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the excessive interest shall be applied to the reduction of the unpaid principal amount or refunded to you.

LATE PAYMENT FEE: We will add a Late Payment Fee to your Account balance for each billing period you fail to pay the Current Minimum Amount Due plus any Past Due Amount by the due date shown on your current statement. RETURNED PAYMENT FEE: We will charge you a Returned Payment Fee each time you make a payment that is returned unpaid for any reason. We will charge you this fee the first time any payment is returned unpaid, even if it is paid upon

resubmission.

ADDITIONAL CARD FEE: If you request an additional or replacement card for any reason (including lost or stolen card, damaged card, etc.) a Replacement Card Fee may be charged to your Account.

LIABILITY FOR UNAUTHORIZED USE: You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use of your Card after you notify us orally or in writing at the Credit Card Center, PO Box 815909, Dallas, TX 75381-5909, telephone number (800) 442-4757, of the loss, theft, or possible unauthorized use. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your Card, nor does it apply in the case of cash advances obtained at an ATM. In any case, your liability for unauthorized use will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

SECURITY: YOU SPECIFICALLY GRANT US A CONSENSUAL SECURITY INTEREST IN ALL INDIVIDUAL AND JOINT ACCOUNTS YOU HAVE WITH US NOW AND IN THE FUTURE TO SECURE REPAYMENT OF CREDIT EXTENSIONS MADE UNDER THIS AGREEMENT. THE GRANTING OF THIS SECURITY INTEREST IS A CONDITION FOR THE ISSUANCE OF ANY CARD WHICH YOU MAY USE, DIRECTLY OR INDIRECTLY, TO OBTAIN EXTENSIONS OF CREDIT UNDER THIS AGREEMENT.

Shares and deposits in an Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security are not subject to the security interest you are giving. Collateral securing other loans with us may also secure payments for your Account under this Agreement.

CLASSIC SECURE CARD SAVINGS ACCOUNT: If you request that we establish a Classic Secure Card Savings Account (the "CSCSA") for you. You understand that no certificate of deposit, note, or other instrument will be issued to you to evidence the CSCSA and that the CSCSA will be subject to the rules which will be provided to you. The Classic Secure Card Savings Account will be established with the Bank upon approval of your credit card application. No withdrawals will be allowed from the CSCSA until after the CSCSA has been closed and repaid in full or until we have released our security interest in the CSCSA. However if your Card is closed the funds available in the CSCSA will default to the remaining balance on your Classic Secure Card.

DEFAULT: You will be in default: (1) if you fail to make any required payment on time; (2) if you exceed your authorized credit limit; (3) if you fail to keep any promises you have made under this or any other agreement with us; (4) if you become insolvent or are the subject of an order of relief under Title 11 of the U.S. Code (Bankruptcy); (5) if you die; (6) if anyone tries, by legal process, to take any of your money maintained with us; (7) if you have given us false or misleading information in obtaining your Card or in connection with any credit update; (8) if we reasonably believe that you are unable or unwilling to repay your obligations to us; or (9) if you use your Card or Account for any illegal transaction. If you have a Classic Secure Card so that your Card Account is secured by a CSCSA and if your Card is closed, the funds available in the CSCSA will default to the remaining balance on your Card Account. If you are in default, the Bank may, without prior notice to you, call any amounts you still owe immediately due and payable plus all applicable fees and interest charges, which shall continue to accrue until the entire amount is paid in full. You expressly waive any right to notice or demand, including but not limited to, demand upon default, notice of intention to accelerate, and notice of acceleration.

ACCELERATION: If you are in default, without notice to you we may accelerate your debt and call any amounts you owe immediately due and payable, plus interest charges and fees which shall continue to accrue until the entire amount is paid. You expressly waive any right to notice of our intention to accelerate and notice that your debt has been accelerated.

TERMINATION AND CHANGES: You may terminate this Agreement, by written notice, as to future advances at any time. We can terminate this Agreement at any time subject to such notice as may be required by applicable law. Termination by either party shall not affect your obligation to repay any payments made for your Account resulting from use of the Card as well as interest charges and other related charges. We may add to, change, or delete the terms of this Agreement, including the periodic rate, at any time subject to such notice as may be required by applicable law. If you use your Card or Account to make a purchase or cash advance or balance transfer after having been given notice of a change in terms, you agree that the existing balance in your Account at the time of that use will be subject to the new terms, as shall subsequent uses.

RECEIPT OF AND AGREEMENT TO TERMS AND CONDITIONS OF AGREEMENT: By using the Card, you agree to all the terms and conditions and promise to perform all the obligations, requirements, and duties contained in this Agreement, and you acknowledge receipt of a copy of this Agreement.

CONSENT TO CONTACT YOU: You agree that we may contact you for all purposes (including collection purposes) using all media, including voice, text messaging, and email, and all contact information you provide to us, including any cell phone telephone number and email address you provide to us. You agree that we may use automated equipment to dial your telephone number or to deliver messages to you. You may limit this consent based on the options we may provide by calling our Card Services department. Any charges for contacting you that may be billed to you by your communications carrier are your responsibility.

CREDIT INVESTIGATION: In conjunction with your application for credit and, if approved, maintenance of your Account, you agree that we have the right to investigate your credit and employment history, to verify your credit references, to request and use credit reports, and to report the way you pay your Account to credit bureaus and other interested parties.

NOTIFICATION ADDRESS FOR INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES: We may report the status and payment history of your Account to credit reporting agencies each month. If you believe that the information

we have reported is inaccurate or incomplete, please notify us in writing at the address shown above in this Agreement. Please include your name, address, home telephone number and Account number.

ILLEGAL TRANSACTIONS: You may not use your Card or Account for any illegal transaction. You agree that we may decline to process any transaction that we believe in good faith to be for an illegal purpose. You agree that we will not be liable for declining to process any such transaction. If we do process any transaction that ultimately is determined to have been for an illegal purpose, you agree that you will remain liable to us under this Agreement for any such transaction notwithstanding its illegal nature. You agree that any illegal use of the Card or Account will be deemed an act of default under this Agreement. You further agree to waive any right to take legal action against us for your illegal use of the Card or Account and to indemnify and hold us and VISA International, Inc. harmless from and against any lawsuits, other legal action, or liability that results directly or indirectly from such illegal use.

INTERNATIONAL TRANSACTIONS: If you effect an international transaction with your VISA Card, the rate of exchange between the transaction currency and the billing currency used for processing the international transaction will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives or the government-mandated rate in effect for the applicable central processing date; and in each instance, plus the Foreign Transaction Fee. The Foreign Transaction Fee will apply to all international purchases, cash disbursement, and account credit transactions, even if there is no currency conversion. There is no grace period within which to repay international transactions in order to avoid paying the Foreign Transaction Fee.

COLLECTION CHARGES: In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including court costs, reasonable attorney's fees, and litigation expenses, to the extent permitted by applicable law.

APPLICABLE LAW: No matter where you live, this Agreement and your Account are governed by the laws of the United States and, to the extent not preempted by federal law, the State of Texas. We extend credit to you from Texas regardless of where you live or use your Account. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties only in the courts of Texas, and each of the parties hereto consents to the jurisdiction of such courts (an of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

DISPUTE RESOLUTION PROVISION: This Dispute Resolution Provision contains a jury wavier, a class action waiver, and an arbitration agreement (or judicial reference agreement, as applicable), set out in for Sections. READ IT CAREFULLY.

General Provisions Governing All Disputes:

Prior Dispute Resolution Agreements Superseded: THIS DISPUTE RESOLUTION PROVISION SHALL SUPERSEDE AND REPLACE ANY PRIOR "JURY WAIVER," "JUDICIAL REFERENCE," "CLASS ACTION WAIVER," "ARBITRATION," "DISPUTE RESOLUTION," OR SIMILAR ALTERNATIVE DISPUTE AGREEMENT OR PROVISION BETWEEN OR AMONG THE PARTIES RELATING TO THIS AGREEMENT, YOUR CARD OR CARD ACCOUNT.

"Dispute" Defined: As used herein, the word "Dispute" includes, without limitation, any claim by either party against the other party related to this Agreement, your Card or Card Account. In addition, "Dispute" Includes, but is not limited to, matters arising from or relating to an application for or denial of credit, warranties and representations made by a party, the adequacy of a party's disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto. If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that third party.

Jury Waiver: EACH PARTY WAIVES ITS, HIS OR HER RESPECTIVE RIGHTS TO A TRIAL BEFORE A JURY IN CON-

NECTION WITH ANY DISPUTE. All Disputes shall be decided by a judge sitting without a jury, unless submitted to binding arbitration pursuant to this Section or judicial reference pursuant to this Section.

In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a petition or complaint, third-party petition or

In any lawsuit regarding a Dispute (a "Lawsuit"), following the service of a petition or complaint, third-party petition or complaint, cross-claim or counterclaim or any answer thereto, any amendment to any of the above, or a ruling or entry of an order that has the effect of invalidating jury trial waiver (any of the foregoing, an "ADR Event"), then at any time of the Dispute, but no later than 30 days after the ADR Event, any party shall be entitled to move the court for an order, as applicable: (A) Compelling arbitration and staying or dismissing the Lawsuit pending arbitration (Arbitration Order) under Section hereof, or (B) staying the Lawsuit and compelling judicial reference under Section hereof. Each party agrees that a party that commenced or participated in the lawsuit may demand arbitration of a Dispute after an ADR Event, and that the commencement or participation in the lawsuit shall not operate as a waiver of the right to compel arbitration. After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration.

Class Action Waiver: If permitted by applicable law, each party waives the right to litigate any Dispute as a class action (either as a member of a class or as a representative) or to act as a private attorney general. The waiver in this paragraph applies whether the proceeding is in a court, in an arbitration, or in a judicial reference proceeding.

Survival: This Dispute Resolution Provision shall survive any termination, amendment, or expiration of this Agreement, or any other relationship between the parties.

Agreement to Submit To Binding Arbitration (Except California). This Section is an agreement to submit to binding arbitration of any Dispute between the parties. This Section shall not, however, apply to any Dispute pending in a state or federal court located in the State of California, except to the extent such Dispute may also be pending in a state or federal court outside of California.

Each party agrees that it, he or she shall have the right, but no obligation, to require any Dispute between the parties be

resolved by arbitration. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member, which matters may be determined only by a court without a jury. BY AGREEING TO RESOLVE FUTURE DISPUTES IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT.

Arbitration under this provision shall be conducted before a single arbitrator through either the National Arbitration Forum ("NAF") or Judicial Arbitration and Mediation Service, Inc. (JAMS), as selected by the initiating party, in accordance with the rules of NAF or JAMS (the "Administrator"). However, if the parties agree, a licensed attorney may be selected by the parties to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator without an Administrator, then either party may file a Lawsuit and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be as stated elsewhere in this Agreement with respect to any judicial proceedings between the parties. Absent such a provision, the arbitration shall be conducted at a location determined by mutual agreement of the parties or by the Administrator if no agreement can be reached. The arbitrator shall apply the law of the State of Texas.

In any arbitration commenced by a consumer regarding a consumer Dispute, the Bank shall pay one-half of the Administrator's initial fee, up to \$500. If the Bank commences arbitration or is the moving party obtaining an Arbitration Order, the Bank shall pay all Administrator and arbitrator fees, regardless of whether or not the consumer is the prevailing party in such arbitration, unless such Dispute involves a claim for damages by a consumer and is found by the arbitrator to be frivolous. For this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by the Bank, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000.

The Administrator and the arbitrator shall have the authority, to the extent practicable, to take any reasonable action to require the arbitration proceeding to be completed within 180 days of commencing the arbitration. The arbitrator: (i) will render a decision and any award applying applicable law; (ii) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (iii) will give effect to any statutory or contractual limitations period (e.g., any statute of limitations) in determining any Dispute or defense; (iv) shall have the authority to impose sanctions on any party that fails to comply with time periods imposed by the Administrator or the arbitrator, including, without limitation, the sanction of entering a final award against the party that fails to comply; (v) shall have authority to award costs and fees (including attorneys fees and costs, arbitration administration fees and costs, and arbitrator(s)' fees) to the extent permitted by law; (vi) shall recognize and honor claims of privilege recognized at law; and (vii) with regard to motions and the arbitration hearing, shall apply the Federal Rules of Evidence. The doctrines of compulsory counterclaim, res judicata, and collateral estoppel shall apply to any arbitration proceeding hereunder. Commencement of an arbitration by any party shall not prevent any party from at any time (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, temporary restraining orders, property preservation orders, foreclosure, sequestration, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver; or (ii) availing itself of any self-help remedies such as setoff and repossession rights or non-judicial foreclosure of collateral. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$200,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$200,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration award shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator; if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply. To request information on how to submit an arbitration claim, or to request a copy of an Administrator's rules or fee schedule, please contact the Administrators as follows: JAMS: 8401 N. Central Expressway, Suite 610, Dallas, TX 75225, Phone: (214) 744-5267, Fax: (214) 720-6010, E-mail: info@jamsadr.com, Website: www.jamsadr.com; NAF: National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, Phone (800) 474-2371, E-Mail: info@adrforum.com,

Website: www.adrforum.com.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If the terms of this Section vary from the Administrator's rules, this Section shall control.

Judicial Reference (California Only): If a Dispute between the parties hereto is filed in a state or federal court located in the State of California, each party shall have the right, but not the obligation, to require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq.. BY AGREEING TO RESOLVE DISPUTES BY JUDICIAL REFERENCE, EACH PARTY IS GIVING UP ANY RIGHT THAT PARTY MAY HAVE TO A JURY TRIAL. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. If AAA and JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court. The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. Only for this Section, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. Except as otherwise provided in this paragraph, the costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. If the Bank commences a judicial reference proceeding regarding a consumer Dispute, the Bank shall pay all referee fees, regardless of whether or not the consumer is the prevailing party in such proceeding, unless such Dispute involves a claim for damages by a consumer and is found by the

referee to be frivolous. For purposes of this paragraph, "consumer Dispute" shall mean a Dispute involving credit or services provided by the Bank, primarily for personal, family or household purposes, in which the claim for damages is less than \$75,000. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain Lender's or Bank's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property, or to comply with legal process involving accounts or other property held by Bank or Lender. Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section shall not apply to any proceedings in the new forum.

This Section may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

Reliance: Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in this DISPUTE RESOLUTION PROVISION.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered part of the total Agreement and cannot in any way be severed from it. However, if any provision of this Agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this Agreement will remain valid and enforceable. All changes to this agreement must be made in writing. We do not warrant any merchandise or services purchased by you with the Card. All purchases and cash advances are extended at the option of the merchant or cash-advancing financial institution and we are not responsible for the refusal of any merchant or financial institution to honor your Card. The Card remains our property at all times and you agree to immediately surrender the Card upon demand. You agree to pay all reasonable costs of collection, including court costs and attorney's fees, and any costs incurred in the recovery of the Card. We can accept late payments or partial payments, or checks or money orders marked "payment in full" without losing any of our rights under this Agreement. We can also waive or delay enforcing any of our rights under this Agreement without losing our right to enforce them in the future. You expressly waive presentment for payment, demand, protest, and notice of protest and dishonor of same. You agree to give us prompt notice of any change in your name, mailing address, telephone number or place of employment. You may not transfer or assign your Account or this Agreement to any other person. We may assign or transfer your Account, your Account balance, or this Agreement to another person, who will have all of our rights hereunder. This Agreement is binding on your heirs and legal representatives.

AMENDMENT OF THIS AGREEMENT: The Bank reserves the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement or your Card or Card Account. The Bank will provide you with notice of the amendment, to the extent required by law. Unless we state otherwise, the amendment will apply only to new activity on your Card or Card Account. If the amendment requires your consent, we will obtain your consent before the amendment becomes effective; however and you agree that we may obtain your consent in any one or more of the following ways: (a) by your usage of the Card or the Card Account after we give notice of the amendment; (b) by your failure to write us in time if we request that you write us to reject an amendment; and/or (c) by your affirmative agreement which may be obtained verbally, in writing or electronically. If you do not agree with any amendment, you must notify us in the manner provided herein and within 25 days after the effective date of the change and we may close your Card and Card Account and may elect to have you pay the Outstanding Balance as provided herein or by law. Use of your Card or Card Account after the effective date of the amendment shall be deemed your acceptance of the amendment.

You acknowledge that we may provide personal data concerning you to VISA U.S.A., its Members, or their respective contractors for the purpose of providing you with VISA Emergency Cash and Emergency Card Replacement Services, and you consent to the release of your information for these purposes.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Amarillo National Bank c/o Credit Card Center P.O. Box 1 Amarillo, TX 79105

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Amarillo National Bank c/o Credit Card Center P.O. Box 1 Amarillo, TX 79105

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

CUSTOMER SERVICE: 1-800-442-4757 – 24 hours a day/7 days a week. (Please have Account information available.)