

advances to you under your Bankcard Account will at all times be subject to such requirements and restrictions.

Promise to Pay: You agree to pay us the full amount of all purchases and cash advances made under your Bankcard Account, whether these purchases or cash advances are made by you or by any one using your Bankcard with your express or implied knowledge or consent, or with the express or implied knowledge or consent of any Authorized User under your Account. You further agree to pay all Finance Charges and other fees and charges that may be assessed under your Bankcard Account, including our reasonable fees in the amount equal to 25% of the unpaid debt due us in the event that your account is turned over to an attorney for collection.

Foreign Transactions: If you or any Authorized User use your Bankcards to purchase goods or services or to obtain cash advances on your Account outside of the United States, the amounts that you actually will owe us and the amounts that will be billed on your Account for these foreign transactions may be greater or less in U.S. dollars than the amounts shown on your receipts due to fluctuations in foreign exchange rates. In addition, foreign merchants or financial institutions may impose a conversion fee for converting the transaction into U.S. dollars, in which these fees will also be charged to your Account.

Credit Limit: We have established a credit limit on your Bankcard Account. If we approve your request for credit, you and Authorized Users may make purchases and obtain cash advances up to this established credit limit; although we may, under certain circumstances and at our option, allow your Account balance to exceed your credit limit. Should this happen, you agree to pay us any excess amounts as provided under the Payment Options Section of this Agreement.

We may not allow you to make additional Bankcard purchases or to obtain additional Bankcard cash advances under your Bankcard Account whenever (A) the amount of your purchase or cash advance will result in your outstanding Account balance exceeding your established credit limit; (B) we reasonably believe that you have not complied with our procedures for requesting Bankcard loans and cash advances; (C) we reasonably believe that your sales draft has been completed, negotiated or altered in an improper or unauthorized manner; (D) you are in default in making payments under your Bankcard Account with us; (E) you are in default under any other provision of this Agreement or under any other loan or extension of credit with us; or (F) your Bankcard Account privileges are cancelled or suspended for any reason.

Monthly Billing Statements: We will send you monthly billing statements whenever you have an outstanding balance on your Bankcard Account in excess of \$1.00. These statements will reflect transactions on your Bankcard Account for the preceding monthly billing cycle. You should carefully review your monthly billing statements and advise us in writing of any errors within sixty (60) days of the disclosed cycle Closing Date.

Application of Payments: We will apply amounts paid in excess of the minimum payment due first to the balance bearing the highest rate of interest, and then to each successive balance bearing the next highest rate of interest, until the payment is exhausted.

Payment Options: You have the option of paying the New Balance of your Bankcard Account, as disclosed on your monthly billing statement, in full within twenty-five (25) days of the cycle Closing Date. You have the further option of deferring payment on your Bankcard Account, in which case you must pay at least the Minimum Payment due on your Account within twenty-five (25) days of the disclosed cycle Closing Date.

The Minimum Payment due on your MasterCard or VISA Bankcard Account will include any past due payments, any over-limit amounts, plus a current payment equal to two and one half (2.5%) percent of the New Balance of your Account (excluding any overlimit amount) at the end of the billing cycle (less any amounts disputed by you) or \$10.00, whichever is greater. If the New Balance of your Account is less than \$10.00, then the entire New Balance (less any amounts in dispute) must be paid in full.

You have the option of making larger payments on your Bankcard Account at any time and in any amount. The larger your payments, the less periodic Finance Charges you will have to pay. Your payments will be applied as follows: (1) **first**, to previously billed Finance Charges on your Account, (2) **next**, to the outstanding principal balance of your Account attributable to previously billed purchases and cash advances, as well as other debits, (3) **next**, to new Bankcard purchases and new cash advances posted to your Account during the current billing cycle, and (4) **finally**, to new Cash Advance Fees assessed on your Account during the current billing cycle.

You should mail your Bankcard payments directly to us at the address indicated on your monthly billing statements. Payments which we receive at that address by 5:00 p.m. will be credited to your Account as of the date of receipt. Payments which are mailed to us at another address or which are made at any other authorized location will be promptly credited to your Account, but in no event longer than five (5) days following receipt.

Overlimit Fee: You will not be charged a fee for going over your credit limit. However, any transaction that would cause you to exceed your credit limit may be declined. To avoid inconvenience when using your card, it is important to be aware of how close you are to your limit. This information can be found, day or night by going online to www.mycardstatement.com or by calling the number on the back of your card. Online banking can be used to set up automatic alerts to let you know when you are approaching your limit.

Late Payment: If you do not pay the current payment due on your Account within 10 days of your scheduled due date, you agree to pay a \$10.00 late charge.

Periodic Finance Charges will be assessed on your **Visa Platinum Rewards** by applying a Monthly Periodic Rate of 1.24% (corresponding **ANNUAL PERCENTAGE RATE** 14.92%) to the Average Daily Balance of your Account over each current billing cycle.

Periodic Finance Charges will be assessed on your **MasterCard Platinum** by applying a Monthly Periodic Rate of 1.16% (corresponding **ANNUAL PERCENTAGE RATE** 13.96%) to the Average Daily Balance of your Account over each current billing cycle.

The average Daily Balance on your Account will be computed by taking the previous balance (if any) less any accrued but unpaid finance charges and multiplying this amount by the number of days in the billing cycle. The amount of each subsequent purchase or cash advance will likewise be multiplied by the number of days from the date of such purchase or cash advance until the end of the billing cycle. After totaling these amounts, any payment received, multiplied by the number of days remaining in the billing cycle, will be subtracted and the remainder will be divided by the number of days in the billing cycle to determine the Average Daily Balance.

Periodic Finance Charges are assessed on new Bankcard purchases from the date of each purchase or a later date we choose to post to your Account over the current billing cycle **only where:** (1) you have a Previous Balance on your Account at the beginning of the billing cycle; and (2) you elect to defer payment over the current billing cycle by not paying the New Balance of your Account in full within twenty-five (25) days of the disclosed cycle Closing Date. Otherwise periodic Finance Charges are assessed on new Bankcard purchases only from date of first billing.

You may avoid periodic Finance Charges on the Previous Balance of your Account, as well as on new Bankcard purchases posted to your Account over the current billing cycle, by paying the New Balance of your Account in full within twenty-five (25) days of the disclosed cycle Closing Date.

Periodic Finance Charges will be assessed on Bankcard cash advances from the date of each transaction or a later date we choose to post to your Account. There is no free period within which payments may be made on current Bankcard cash advances to completely avoid periodic Finance Charges.

Minimum Finance Charge: We will charge you a minimum finance charge of \$1.00 for any billing period in which a finance charge is due.

Transaction Finance Charges: An additional four (4%) percent (\$12.00 maximum) Cash Advance Fee will be assessed on the amount of each new cash advance posted to your Bankcard Account over the current billing cycle. Such cash Advance Fees are considered to be transaction Finance Charges for Truth in Lending purposes and will be included in the total Finance Charge amount disclosed on your current billing statement.

Annual Membership Fees: If you choose a card that carries an **Annual Fee**, you will be charged a Membership Fee, beginning on the first anniversary date of your Account, and continuing on each anniversary date thereafter. The amount of your annual Membership Fee will be \$25.00.

Annual Membership Fees are payable in advance and will be charged as a purchase to your Bankcard Account balance. You will not be entitled to a refund of any portion of the fee in the event that your Bankcard Account is cancelled or terminated for any reason during each current year.

NSF Check Charges: In the event that you make a payment on your Bankcard Account by check and your check is not paid because of non-sufficient funds in your deposit account, you agree

to pay us an additional NSF Check Charge equal to \$25.00.

Additional Charges: Whenever we are requested by you or any other person not connected with us to conduct any type of research in connection with your Bankcard Account, we will charge you a fee of \$10.00 per hour for our research time. We will also charge you \$1.00 for each copy of a Bankcard statement and \$3.00 for each copy of a credit card draft that you request. These additional fees will not be assessed when you assert a billing error under the Fair Credit Billing Act and Regulation Z. For replacing lost or stolen Bankcards, you will be charged a fee of \$5.00. A fee of \$25.00 will be charged when you request that your cards be delivered within three (3) days. A fee of \$10.00 will be charged for temporary credit increases.

Security Interest: Collateral securing other loans with us may also secure your Bankcard Account. However, this will not apply to any security interest in your or any other person's dwelling that may otherwise secure repayment of your Bankcard Account.

We are waiving our right of offset against your deposit accounts with us, which may otherwise secure repayment of your Bankcard Account. However, this does not apply to any written security agreement you may have executed in connection with your bankcard account.

Cancellation, Default and Acceleration: We may cancel your Bankcard Account at any time and for any reason. You may also cancel your Bankcard Account at any time by notifying us by certified mail.

If your Bankcard Account is cancelled for any reason, or should you die, or become insolvent, or apply for bankruptcy relief, or should you fail to comply with any of the terms and conditions of this Agreement, or should you default under any other loan or account that you may have with us, we have the right to accelerate payment of all amounts you owe us under your Bankcard Account, which you agree to pay to us immediately, without further notice or demand for payment.

If we have to turn your Bankcard Account over to an attorney for collection, you further agree to pay our reasonable attorney's fees in an amount equal to twenty-five (25%) percent of the unpaid debt due us.

The unpaid balance of your Bankcard Account will continue to bear interest (Finance Charges) at the rate of 18% per annum after cancellation of your Account, until your Account is paid in full. We will also continue to assess annual Membership Fees until your Account balance is paid in full.

Under this Agreement you are waiving demand, protest, notice of protest and notice of non-payment of your Bankcard Account, and all pleas of division and discussion. You further agree that we may extend payment under your Bankcard Account from time to time, one or more times, without notice to you and without releasing any of your obligations or liabilities to us.

If there is more than one holder under your Account, your obligations to us under this Agreement shall be on a "joint and several" or "solidary" basis. Each of you further agrees that we may

at any time release any of you from your respective obligations to us without in any manner affecting or impairing our rights against any of you who are not released. Our rights and remedies under this Agreement are in addition to all rights and remedies that we may have under any other agreements with you or as otherwise provided under applicable law. We may delay enforcing any of our rights, powers or remedies without losing them. Any waiver or forbearance of such rights or remedies on our part must be in writing and signed by us. We are further permitted to accept partial payments under your Account marked as “PAID IN FULL” or in a similar manner without losing any of our rights.

Return of Bankcards: You will be issued one or more VISA or MasterCard credit cards under your Bankcard Account with us. These credit cards will remain our property. In the event that your Bankcard Account is cancelled or your credit privileges are suspended for any reason, you and all Authorized Users under your Bankcard Account are required to immediately cease using any VISA or MasterCard credit cards that we have issued to you, and to Authorized Users and to return all of your Bankcards to us. Should you terminate the privileges of any Authorized User under your Bankcard Account you further agree to return any Bankcards that may have been given to that person.

Lost or Stolen Bankcards: In the event that any of your Bankcards are lost or stolen or you learn that someone is using your Bankcard without your permission, you should call us or write us immediately at the address indicated on your monthly billing statements. You may be liable for unauthorized use of your Bankcards. You will not, however, be liable for any unauthorized use that occurs after you notify us. In any case, your liability to us may be limited to \$50.00.

Multiple Bankcard Accounts: In the event that you apply to us for both a VISA and MasterCard credit card Account and we accept both of your applications, two (2) separate Bankcard Accounts will be opened in your name. You will receive separate monthly billing statements and will have separate credit limits on all of your Accounts with us. You will also have to pay separate Membership Fees for each of your Accounts.

Updated Credit Information: You agree to immediately notify us should there be any adverse change in your credit or financial condition. You further agree to provide us with annual financial statements and such additional credit-related information as we may request from time to time.

Notices: You agree to keep us informed of any change in your mailing address. If we mail a letter, notice or statement to your last address appearing in our records, we can assume that you have received it. If you send a notice or letter to us, you must send it to us at P.O. Box 1819, Opelousas, Louisiana 70571, unless we notify you later of a new address.

Governing Law: This Agreement and all credit advances under your Bankcard Account with us are considered as consummated when accepted by us at our offices in Opelousas, Louisiana. This Agreement is to be governed solely under the laws of the State of Louisiana, and all extensions of credit under your Bankcard Account and all Finance Charges and other charges assessed on your Account are to be governed under Louisiana law (and federal law, to the extent applicable). If any provision of this

Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Amendments: We may amend the terms of this Agreement at any time (including increasing the rate or changing the method of computing Finance Charges on your Bankcard Account). These amended terms may apply to both subsequent transactions and the outstanding balance of your Bankcard Account at the time the amended terms go into effect. When required by law to do so, we will notify you of any increased charge at least forty-five (45) days before the beginning of the billing cycle when the charge takes effect.

Acceptance of This Agreement: You have agreed to be bound and obligated under the terms of this Agreement and any subsequent amendments to this Agreement by signing your credit application for a Bankcard Account with us and by the further use of your Account.

YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE
This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions
About Your Bankcard Statement
If you think your Bankcard monthly billing statement is wrong, or if you need more information about a Bankcard transaction on your statement, write us on a separate sheet at the address indicated on your billing statement. Write to us as soon as possible. We must hear from you not later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Bankcard Account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

Your Rights and Our Responsibilities
After We Receive Your Written Notice
We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days we must either correct the error or explain why we believe your Bankcard statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Account balance that are not in question.

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

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

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was 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.
3. 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 (or electronically) at the address shown on the front of this billing statement following the phrase “Please send Billing Inquiries to...” 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.

Important Contact Information:
To report a card lost or stolen 24/7: 1.800.423.7503
To report a card lost or stolen during working hours (8-5, M-F): 1.337.948.3056

Website Information: <http://www.mycardstatement.com>
<http://www.federalreserve.gov/creditcard>
<http://www.americanbankandtrust.net>
<http://www.scorecardrewards.com>

Mailing Address: American Bank and Trust Co.
P. O. Box 1819
Opelousas, LA 70571

**American Bank
and Trust Company**
307 E. Landry
Post Office Box 1819
Opelousas, Louisiana 70571

BANKCARD AGREEMENT
We are pleased to open a Bankcard Account in your name. This is the Agreement that governs your Account with us. In this agreement, the words, “you” and “your” refer to you and all other persons signing your Bankcard credit application. The words, “we,” “our,” and “us” refer to American Bank. The word, “Account” refers to your Bankcard Account with us. The words, “Bankcard” or “Bankcards” refer to MasterCard or VISA credit cards that we may issue to you under your Bankcard Account.

Bankcard Transactions: You may from time to time obtain loans and cash advances under your Bankcard Account. In doing so, you agree to be bound and obligated under this Agreement and our procedures for requesting Bankcard loans and cash advances.

Bankcard Purchase Loans: Depending upon the type of Bankcards issued to you (either VISA or MasterCard), you may use your Bankcards to purchase goods and services from participating merchants and other persons honoring VISA or MasterCard credit cards. We will pay the amount of your Bankcard purchases by making loan advances on your Bankcard Account with us. Your Bankcards may not be used as payment for any illegal purchase.

Bankcard Cash Advances: Again depending upon the type of Bankcards issued to you, you may also obtain cash advances on your Bankcard Account at locations where VISA or MasterCard cash advances are available.

Authorized Users: You may also permit members of your family and other persons who are authorized to use your Bankcards to purchase goods and services as well as to obtain cash advances under your Bankcard Account. When doing so, you agree to advise us in writing as to who these Authorized Users are and to again advise us in writing should any of these individuals no longer be authorized to make purchases or to obtain cash advances on your Bankcard Account. For your own protection, please sign the Card before using it. Your signature on the Card is not a prerequisite to your obligation to pay amounts incurred on your Account.

Additional Limitations on Use of Your Bankcard Account: We may, from time to time, establish certain requirements and restrictions that must be satisfied before you may use your Bankcards, such as requiring authorization before a Bankcard purchase will be approved or limiting the number of Bankcard transactions that may be made within a specific time period. The use of your Bankcards and our decisions to make loan and cash