

**CERTIFICATE OF CORPORATE RESOLUTIONS  
And Authorization To Borrow**

I HEREBY CERTIFY to Branch Banking and Trust Company (herein "Bank"), that I am the duly elected or appointed and qualified TOWN CLERK ("Certifying Officer") of THE TOWN OF PITTSBORO, a corporation organized and existing under the laws of the State of NORTH CAROLINA, having its executive offices in the City of PITTSBORO, State of NORTH CAROLINA (herein "Corporation"); that the taxpayer identification number of the Corporation is 56-6001311; that I am the keeper of the records of the Corporation and its corporate seal, if required by law or its bylaws; that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of the Corporation held in accordance with its bylaws and the laws of said state, on the 13th day of OCTOBER, 2014, as taken and transcribed by me from the minutes of said meeting and compared by me with the original of said resolutions recorded in said minutes, and that the same have not in any way been modified, repealed, or rescinded but remain in full force and effect:

**COPY OF RESOLUTIONS**

BE IT RESOLVED that the following officers of this Corporation, MAYOR or any one or more of them unless otherwise limited below, are hereby authorized, empowered and directed to perform the following acts and deeds in the name of and on behalf of this Corporation:

- (a) To negotiate and procure loans from the Bank up to an amount not exceeding (if there is no limit, so indicate) \$ Unlimited in the aggregate at any one time outstanding on such terms and conditions as said officer or agent deems proper; and to negotiate and procure loans from BB&T on BB&T Business Cards under such terms and conditions as contained in the BB&T Commercial Card Plan Agreement; and
- (b) To pledge collateral to secure and/or to guarantee the indebtedness and obligations of \_\_\_\_\_ (herein "Borrower"), who/which is a \_\_\_\_\_, (Resident of state, Corporation, Partnership, LLC, LLP or LLLP of state) \_\_\_\_\_, and to enter into and execute any one or more of the following: security agreement, deed of trust, guaranty agreement, mortgage, other security instrument or other writing (herein "Documents") in favor of Bank upon such terms, in such form, and pledging as security such collateral owned by the Corporation, as such officer deems advisable and appropriate to guarantee payment and secure performance of all obligations of Borrower to Bank, whether direct or indirect, absolute or contingent, or now existing or hereafter arising. Corporation acknowledges that it has an economic interest in Borrower and that the funds, credit, or financial assistance desired by said Borrower from Bank will only be extended upon the promise of Corporation to guarantee and secure all obligations of Borrower as set forth in the Documents; and
- (c) To give security for any liabilities of the Corporation to Bank by pledge, mortgage, assignment, security interest, or other lien upon any real or personal property, tangible or intangible, of the Corporation, and to execute in such a form as may be required by the Bank all notes and other evidences of such loans, all instruments of pledge, mortgage, assignment, security interest, or other lien, all financing and other agreements with Bank relating to the terms and conditions upon which any such loans may be obtained and to the security to be furnished by this Corporation therefore, provided, however, that the endorsement of commercial or other business paper discounted may be effected by any one of them; and
- (d) To discount with said Bank, commercial or other business paper belonging to this Corporation, made or drawn by or upon third parties, without limit as to amount; and
- (e) To modify, supplement or amend such agreements, guarantees, notes or other writings, any such terms or conditions thereof, and any such security; and
- (f) To pledge, assign, guarantee, mortgage, cosign, grant security interests in and otherwise transfer to Bank additional security and collateral for any and all debts and obligations of either this Corporation or of Borrower to Bank, whenever and however arising; and
- (g) To do and perform all other acts and things deemed by any such officer or agent necessary, convenient, or proper to carry out any of the contents of these resolutions; hereby ratifying, approving, and confirming all that any such officers or agents have done or may do in the premises.

RESOLVED FURTHER, that the following officer(s), \_\_\_\_\_ are hereby authorized to enter into and execute on behalf of the Corporation foreign exchange transactions and wire transfers through the Bank to and from accounts of the Corporation in accordance with the Bank's procedures and requirements, and such officers are hereby authorized and directed to do and perform all necessary and proper acts to carry out such authority; and

RESOLVED FURTHER, that the Certifying Officer of this Corporation shall certify to said Bank the names and signatures of the persons who are at present authorized to act on behalf of this Corporation under the foregoing resolutions and shall from time to time hereafter, as changes in the personnel of said officers and employees are made, immediately certify such changes to said Bank, and Bank shall be fully protected in relying on such certifications of the Certifying Officer and shall be indemnified and saved harmless in any claims, demands, expenses, loss, or damage resulting from or growing out of honoring the signature of any officer or employee so certified; and

**ACCOUNT# / NOTE#**



# BB&T Commercial Card Application

## Company Information

Legal Name of Company/ Individual Borrower <b>TOWN OF PITTSBORO NC</b>		Date Application Received <b>10/07/2014</b>
Name, as it will appear on the card (24 spaces) <b>TOWN OF PITTSBORO NC</b>		Approved Credit Limit <b>40,000.00</b>
Physical Address <b>635 EAST ST PITTSBORO, NC 27312-9474</b>		Mailing Address (if different from physical address) <b>PO BOX 759, PITTSBORO NC 27312-0759</b>
Company Start Date <b>01/01/1900</b>	Total Company requested credit line <b>\$40,000.00</b>	Annual Sales <b>\$6,952,992.00</b>
Product Type: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Purchasing <input type="checkbox"/> Corporate <input type="checkbox"/> Fleet		Federal Tax ID Number/SSN# <b>56-6001311</b>
		Phone Number <b>919-542-4621</b>

### Organization Type:

Corporation  
  Limited Liability Company  
  Partnership  
  Limited Liability Partnership  
  Sole Proprietorship  
  Unincorporated Association

**New Cards** Please complete the following information for all individuals that require a card. (If more space is needed please attach a separate application).

Name to Appear on Card	Initial Credit Line Requested	Principal Owner (Y/N)	Issue Convenience Checks (Y/N)	Cash Advance Access (Y/N)	% of Cash	Provide Pin Access (Y/N)
<b>BRYAN GRUESBECK</b>	<b>10,000.00</b>	<b>N</b>	<b>N</b>	<b>N</b>		<b>N</b>
<b>ALICE LLOYD</b>	<b>2,000.00</b>	<b>N</b>	<b>N</b>	<b>N</b>		<b>N</b>
<b>NANCY EMSLIE</b>	<b>20,000.00</b>	<b>Y</b>	<b>N</b>	<b>N</b>		<b>N</b>
<b>STUART BASS</b>	<b>2,000.00</b>	<b>N</b>	<b>N</b>	<b>N</b>		<b>N</b>

### Billing Options

Individual Billing. Each individual cardholder receives an invoice for payment.  
 Central Billing. One central invoice is paid; each individual cardholder may receive a memo statement.

### Business Payment Options

Business Card Revolving  
 Business Card Pay in Full

### Product Options

Auto Pay

Acct. Type \_\_\_\_\_ Bank Name \_\_\_\_\_ Routing No. \_\_\_\_\_ Acct. No. \_\_\_\_\_  
 Pay in Full  Min. pay

Please attach a voided check or deposit slip for the designated account.

**BB&T Credit Card Connection Online Access for Companies with Multiple Cardholders.** Complete information below for Program Administrator. All others can self-enroll at [www.bbcreditcardconnection.com](http://www.bbcreditcardconnection.com).

Access \_\_\_\_\_ Sign-on Name **NancyEm1** E-mail Address **nemslie@pittsboronc.gov**  
8-15 Characters Up to 40 Characters  
 User Name **Nancy H. B. Emslie** Password **WELCOME1**  
6-15 Characters

Use this account for **Overdraft Protection (Business Card Only)** OD Limit \_\_\_\_\_ Bus. DDA #1 \_\_\_\_\_ Bus. DDA #2 \_\_\_\_\_  
 **Enroll in the Business Rewards Program (Business Card Only)** Name of cardholder to accrue points (Individual Billing only) \_\_\_\_\_

### Balance Transfers:

1. Card Issuer \_\_\_\_\_ Account Number \_\_\_\_\_  
 Card Issuer Payment Address \_\_\_\_\_ Transfer Amount (Actual Dollar Amt) \_\_\_\_\_

2. Card Issuer \_\_\_\_\_ Account Number \_\_\_\_\_  
 Card Issuer Payment Address \_\_\_\_\_ Transfer Amount (Actual Dollar Amt) \_\_\_\_\_

### Signature and Authorization

Date: \_\_\_\_\_

The Entity named above (Company), by the signature of its authorized officer(s) below, requests that a BB&T Commercial Card account be established in the name of the Company, and that BB&T Commercial Card(s) be issued to the authorized Cardholders set forth on the BB&T Commercial Card Application and as otherwise directed in writing by the Company from time to time. The Company certifies that the information in this application, and any other documents submitted in connection with the application, is true and correct. The Company authorizes BB&T to verify the information and obtain further information concerning the credit standing of the business, its representatives, and to exchange credit information with others. The Company understands that if this application is accepted, card(s) will be issued and credit will be extended by Branch Banking and Trust Company, 200 West Second Street, Winston-Salem, NC 27101. The Company agrees to provide additional information upon request. The Company also agrees to be bound by all of the terms and conditions of the BB&T Commercial Card Plan Agreement (the "Agreement") including, but not limited to, the Agreement's provisions regarding the Company's obligation to pay debts incurred through the use of the cards issued as a result of this application. The Company certifies that such account(s) opened pursuant to this application shall be used solely for business or commercial purposes, and agrees that unless otherwise directed by the Company in writing, all monthly statements and other notices regarding the account(s) shall be mailed to the Company at the address shown above. Any person signing below as the duly authorized signatory of the Company attests that the Company is a valid business entity and that each person signing below is authorized to enter into the Agreement on behalf of such business. The Applicant requests that BB&T Commercial Card(s) be issued (as set forth in this application) and that such card(s) contain the capability of initiating certain electronic transfers in automated teller machines. PIN access codes will be mailed separately to cardholders. The signer(s) acknowledges that he has received Attachment 1 of this application.

**WILLIAM G TERRY** MAYOR

Print Name	Title	Signature	Date
Print Name	Title	Signature	Date

The Program Administrator designated below will have the authority to act for your business as Borrower on all matters in connection with the Plan and all commercial cards issued thereunder. The authorization permits the Program Administrator to establish access to accounts and carry out activities via the internet, phone, fax or mail. Such activities include reporting, card additions, deletions, address changes, and individual credit limit changes. This portion must be completed to add Credit Card Connection. Failure to complete this portion assumes the above individuals are the only representatives authorized. The designated Program Administrator may be changed only by duly authorized subsequent written notification. The designation below will be in effect until BB&T receives the aforementioned written notification of change.

**NANCY HB EMSLIE** FINANCE OFFICER

Print Name	Title	Signature	Date
Print Name	Title	Signature	Date

### Officer Approval

Approved Credit Limit **40,000.00** Center Number: **6013970**

Loan Officer (Signature)	Number	Telephone	Additional Approval (Signature)	Number
<b>Margaret A. Brady, SVP/MP</b>	<b>671</b>	<b>919-918-7033</b>		<b>38247</b>

1 Bank Copy 2 Client Copy



# BB&T Commercial Card Application

## Company Information

Legal Name of Company/Individual Borrower: TOWN OF PITTSBORO NC Date Application Received: 10/07/2014

Name, as it will appear on the card (24 spaces): TOWN OF PITTSBORO NC Approved Credit Limit: 40,000.00

Physical Address: 635 EAST ST PITTSBORO, NC 27312-9474 Mailing Address (if different from physical address): PO BOX 759, PITTSBORO NC 27312-0759

Company Start Date: 01/01/1900 Total Company requested credit line: \$40,000.00 Annual Sales: \$6,952,992.00 Federal Tax ID Number/SSN#: 56-6001311 Phone Number: 919-542-4621

Product Type:  Business  Purchasing  Corporate  Fleet

Organization Type:  
 Corporation  Limited Liability Company  Partnership  Limited Liability Partnership  Sole Proprietorship  Unincorporated Association

**New Cards** Please complete the following information for all individuals that require a card. (If more space is needed please attach a separate application).

Name to Appear on Card	Initial Credit Line Requested	Principal Owner (Y/N)	Issue Convenience Checks (Y/N)	Cash Advance Access (Y/N)	% of Cash	Provide Pin Access (Y/N)
PAUL HORNE	2,000.00	N	N	N		N
FRED ROYAL	2,000.00	N	N	N		N
PERCY CRUTCHFIELD	2,000.00	N	N	N		N
TROY ROBERSON	2,000.00	N	N	N		N

**Billing Options**  Individual Billing. Each individual cardholder receives an invoice for payment.  
 Central Billing. One central invoice is paid; each individual cardholder may receive a memo statement.

**Business Payment Options**  
 Business Card Revolving  Business Card Pay in Full

**Product Options**  
 Auto Pay

Acct. Type: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Routing No.: \_\_\_\_\_ Acct. No.: \_\_\_\_\_  
 Pay in Full  Min. pay

Please attach a voided check or deposit slip for the designated account.  
 **BB&T Credit Card Connection Online Access for Companies with Multiple Cardholders.** Complete information below for Program Administrator. All others can self-enroll at [www.bbctcreditcardconnection.com](http://www.bbctcreditcardconnection.com).

Access: \_\_\_\_\_ Sign-on Name: NancyEm1 E-mail Address: nemslie@nitsboronc.gov  
 User Name: Nancy H. B. Emslie Password: WELCOME1 (8-15 Characters) (6-15 Characters) (Up to 40 Characters)

Use this account for **Overdraft Protection** (Business Card Only) OD Limit: \_\_\_\_\_ Bus. DDA #1: \_\_\_\_\_ Bus. DDA #2: \_\_\_\_\_

**Enroll in the Business Rewards Program** (Business Card Only) Name of cardholder to accrue points (Individual Billing only): \_\_\_\_\_

**Balance Transfers:**

1. Card Issuer: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Card Issuer Payment Address: \_\_\_\_\_ Transfer Amount (Actual Dollar Amt): \_\_\_\_\_

2. Card Issuer: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Card Issuer Payment Address: \_\_\_\_\_ Transfer Amount (Actual Dollar Amt): \_\_\_\_\_

**Signature and Authorization** Date: \_\_\_\_\_

The Entity named above (Company), by the signature of its authorized officer(s) below, requests that a BB&T Commercial Card account be established in the name of the Company, and that BB&T Commercial Card(s) be issued to the authorized Cardholders set forth on the BB&T Commercial Card Application and as otherwise directed in writing by the Company from time to time. The Company certifies that the information in this application, and any other documents submitted in connection with the application, is true and correct. The Company authorizes BB&T to verify the information and obtain further information concerning the credit standing of the business, its representatives, and to exchange credit information with others. The Company understands that if this application is accepted, card(s) will be issued and credit will be extended by Branch Banking and Trust Company, 200 West Second Street, Winston-Salem, NC 27101. The Company agrees to provide additional information upon request. The Company also agrees to be bound by all of the terms and conditions of the BB&T Commercial Card Plan Agreement (the "Agreement") including, but not limited to, the Agreement's provisions regarding the Company's obligation to pay debts incurred through the use of the cards issued as a result of this application. The Company certifies that such account(s) opened pursuant to this application shall be used solely for business or commercial purposes, and agrees that unless otherwise directed by the Company in writing, all monthly statements and other notices regarding the account(s) shall be mailed to the Company at the address shown above. Any person signing below as the duly authorized signatory of the Company attests that the Company is a valid business entity and that each person signing below is authorized to enter into the Agreement on behalf of such business. The Applicant requests that BB&T Commercial Card(s) be issued (as set forth in this application) and that such card(s) contain the capability of initiating certain electronic transfers in automated teller machines. PIN access codes will be mailed separately to cardholders. The signer(s) acknowledges that he has received Attachment 1 of this application.

WILLIAM G TERRY MAYOR  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Program Administrator designated below will have the authority to act for your business as Borrower on all matters in connection with the Plan and all commercial cards issued thereunder. The authorization permits the Program Administrator to establish access to accounts and carry out activities via the internet, phone, fax or mail. Such activities include reporting, card additions, deletions, address changes, and individual credit limit changes. This portion must be completed to add Credit Card Connection. Failure to complete this portion assumes the above individuals are the only representatives authorized. The designated Program Administrator may be changed only by duly authorized subsequent written notification. The designation below will be in effect until BB&T receives the aforementioned written notification of change.

NANCY HB EMSLIE FINANCE  
 Print Name: \_\_\_\_\_ Title: OFFICER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Officer Approval** Approved Credit Limit: 40,000.00 Center Number: \_\_\_\_\_

Loan Officer (Signature): \_\_\_\_\_ Number: 671 Telephone: \_\_\_\_\_ Additional Approval (Signature): \_\_\_\_\_ Number: 38247

1 Bank Copy 2 Client Copy

# BB&T Commercial Card Application

## Company Information

Legal Name of Company/ Individual Borrower: TOWN OF PITTSBORO NC Date Application Received: 10/07/2014

Name, as it will appear on the card (24 spaces): TOWN OF PITTSBORO NC Approved Credit Limit: 40,000.00

Physical Address: 635 EAST ST PITTSBORO, NC 27312-9474 Mailing Address (if different from physical address): PO BOX 759, PITTSBORO NC 27312-0759

Company Start Date: 01/01/1900 Total Company requested credit line: \$40,000.00 Annual Sales: \$6,952,992.00 Federal Tax ID Number/SSN#: 56-6001311 Phone Number: 919-542-4621

Product Type:  Business  Purchasing  Corporate  Fleet

Organization Type:  
 Corporation  Limited Liability Company  Partnership  Limited Liability Partnership  Sole Proprietorship  Unincorporated Association

**New Cards** Please complete the following information for all individuals that require a card. (If more space is needed please attach a separate application).

Name to Appear on Card	Initial Credit Line Requested	Principal Owner (Y/N)	Issue Convenience Checks (Y/N)	Cash Advance Access (Y/N)	% of Cash	Provide Pin Access (Y/N)
JOHN POTEAT	2,000.00	N	N	N		N
RANDY HEARD	2,000.00	N	N	N		N
ADAM PICKETT	2,000.00	N	N	N		N
CURTIS HALL	1,000.00	N	N	N		N

**Billing Options** BOYD HAWLEY \$1000 LIMIT

Individual Billing. Each individual cardholder receives an invoice for payment.  
 Central Billing. One central invoice is paid; each individual cardholder may receive a memo statement.

**Business Payment Options**  
 Business Card Revolving  
 Business Card Pay in Full

**Product Options**  
 Auto Pay

Acct. Type \_\_\_\_\_ Bank Name \_\_\_\_\_ Routing No. \_\_\_\_\_ Acct. No. \_\_\_\_\_  
 Pay in Full  Min. pay

Please attach a voided check or deposit slip for the designated account.  
 **BB&T Credit Card Connection Online Access for Companies with Multiple Cardholders.** Complete information below for Program Administrator. All others can self-enroll at [www.bbcreditcardconnection.com](http://www.bbcreditcardconnection.com).

Access \_\_\_\_\_ Sign-on Name NancyEmI E-mail Address nemslie@pittsboronc.gov  
8-15 Characters Up to 40 Characters

User Name Nancy H. B. Emslie Password WELCOME1  
6-15 Characters

Use this account for **Overdraft Protection** (Business Card Only) OD Limit \_\_\_\_\_ Bus. DDA #1 \_\_\_\_\_ Bus. DDA #2 \_\_\_\_\_

**Enroll in the Business Rewards Program** (Business Card Only) Name of cardholder to accrue points (Individual Billing only) \_\_\_\_\_

**Balance Transfers:**

1. Card Issuer \_\_\_\_\_ Account Number \_\_\_\_\_  
 Card Issuer Payment Address \_\_\_\_\_ Transfer Amount (Actual Dollar Amt) \_\_\_\_\_

2. Card Issuer \_\_\_\_\_ Account Number \_\_\_\_\_  
 Card Issuer Payment Address \_\_\_\_\_ Transfer Amount (Actual Dollar Amt) \_\_\_\_\_

**Signature and Authorization** Date: \_\_\_\_\_

The Entity named above (Company), by the signature of its authorized officer(s) below, requests that a BB&T Commercial Card account be established in the name of the Company, and that BB&T Commercial Card(s) be issued to the authorized Cardholders set forth on the BB&T Commercial Card Application and as otherwise directed in writing by the Company from time to time. The Company certifies that the information in this application, and any other documents submitted in connection with the application, is true and correct. The Company authorizes BB&T to verify the information and obtain further information concerning the credit standing of the business, its representatives, and to exchange credit information with others. The Company understands that if this application is accepted, card(s) will be issued and credit will be extended by Branch Banking and Trust Company, 200 West Second Street, Winston-Salem, NC 27101. The Company agrees to provide additional information upon request. The Company also agrees to be bound by all of the terms and conditions of the BB&T Commercial Card Plan Agreement (the "Agreement") including, but not limited to, the Agreement's provisions regarding the Company's obligation to pay debts incurred through the use of the cards issued as a result of this application. The Company certifies that such account(s) opened pursuant to this application shall be used solely for business or commercial purposes, and agrees that unless otherwise directed by the Company in writing, all monthly statements and other notices regarding the account(s) shall be mailed to the Company at the address shown above. Any person signing below as the duly authorized signatory of the Company attests that the Company is a valid business entity and that each person signing below is authorized to enter into the Agreement on behalf of such business. The Applicant requests that BB&T Commercial Card(s) be issued (as set forth in this application) and that such card(s) contain the capability of initiating certain electronic transfers in automated teller machines. PIN access codes will be mailed separately to cardholders. The signer(s) acknowledges that he has received Attachment 1 of this application.

WILLIAM G TERRY Mayor  
 Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

The Program Administrator designated below will have the authority to act for your business as Borrower on all matters in connection with the Plan and all commercial cards issued thereunder. The authorization permits the Program Administrator to establish access to accounts and carry out activities via the internet, phone, fax or mail. Such activities include reporting, card additions, deletions, address changes, and individual credit limit changes. This portion must be completed to add Credit Card Connection. Failure to complete this portion assumes the above individuals are the only representatives authorized. The designated Program Administrator may be changed only by duly authorized subsequent written notification. The designation below will be in effect until BB&T receives the aforementioned written notification of change.

NANCY HB EMSLIE FINANCE  
 Print Name \_\_\_\_\_ Title OFFICER Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Officer Approval** **Approved Credit Limit** 40,000.00 Center Number: \_\_\_\_\_

Loan Officer (Signature) \_\_\_\_\_ Number \_\_\_\_\_ Telephone \_\_\_\_\_ Additional Approval (Signature) \_\_\_\_\_ Number \_\_\_\_\_

671 38247

1 Bank Copy 2 Client Copy

**Definitions.** The following words have the following meanings in this Agreement: (a) "Borrower" means the Company named above on the application; (b) "Bankcard" means the issuer of the Cards and Branch Banking and Trust Company located in Winston-Salem, North Carolina, or its successors; (c) "Principal" means the person or persons designated as the Principal with authority to act for Borrower on all matters in a resolution duly adopted by Borrower; (d) "Card" means a BB&T Commercial Card has been issued to Borrower and its designated employees; (e) "Cash Advance" means a loan that Borrower, through any of its designated employees, obtains under this Plan in the following forms: making a credit transaction at participating ATM network machines; making a credit transaction through on-line banking; funding a wire transfer; purchasing money orders, travelers checks, lottery tickets or betting or casino chips; writing a convenience check; making a credit transaction by using BB&T Phone 24; or utilizing overdraft protection; (f) "Purchase" means a Purchase of goods or services of any kind Borrower obtains from a seller or provider under this Plan; (g) "Advance" means any Cash Advance, Purchase, or other credit extensions Borrower obtains under this Plan; (h) "Maximum Credit Limit" means the total dollar amount Bankcard approves against which Borrower may get Cash Advances or make Purchases through the use of Cards; (i) "Outstanding Balance" means the total balance Borrower owes from time to time under this Plan and this Agreement, including the principal and all finance and other charges or fees due; (j) "Available Credit" means the difference between the Outstanding Balance and the Maximum Credit Limit Bankcard approves for Borrower; (k) "Plan" means the Credit Card Plan established and governed by this Agreement; (l) "Commercial Card" means a business, corporate or purchasing card issued by BB&T.

**1. Issuance of Cards.** Bankcard agrees that it will issue Cards to Borrower's authorized employees with the understanding that each authorized employee may only charge Purchases of goods and services and obtain Cash Advances which are necessary for authorized business activities or are incidental to travel for Borrower's business. It is Borrower's responsibility to inform authorized employees of the appropriate use of the Cards. It is understood by and between the parties that the use of said Cards will constitute an extension of credit to Borrower by Bankcard and that each Card issued shall constitute a separate account hereunder. Borrower agrees that its obligation hereunder is not affected or limited if any balances are incurred for other than business purposes. Bankcard will issue Cards to authorized employees designated by the Principal. Unless contrary written instructions are given by Principal to Bankcard, Borrower authorizes Bankcard to issue renewal or replacement Cards prior to the expiration of Cards issued to authorized employees, without further action on the part of Borrower.

**2. Promise to Pay, Credit Limit.** Borrower hereby represents and warrants that it shall accept liability for any and all Purchases, Cash Advances or other charges made in connection with a Card issued under this Plan and that it will pay same with any finance charge accrued. Bankcard will establish and advise Borrower by separate document, in regard to the Maximum Credit Limit on the extension of revolving credit under each account, which Maximum Credit Limit can be adjusted from time to time at Bankcard's discretion. Borrower represents that it will not make, authorize or allow use of any Card for any Purchases or Cash Advances, which would exceed said limit.

**3. Liability for Unauthorized Charge.** Borrower shall remain liable for all charges resulting from use of an employee's Card following his or her termination of employment until notice of said termination has been received by Bankcard, and except as specified by the Visa Liability Waiver Program or the MasterCard MasterCoverage Liability Protection Program.

**4. Borrower Cancellation of Cards.** Borrower agrees and understands that it shall have sole responsibility for notifying Bankcard of any cancellation of charging privileges of any employee to whom a Card has been issued and to so advise each employee. It shall be Borrower's responsibility to return to Bankcard the Card in the case of its cancellation. Borrower shall be fully responsible for any and all charges made prior to the return of the Card to Bankcard.

**5. Overdraft Protection.** Borrower, if it is a qualifying checking account client with Bankcard, may elect to utilize its Cardholder Account to provide Overdraft Protection for one or more qualifying checking accounts. If the Cardholder Account is utilized to provide Overdraft Protection, automatic Cash Advances will be made against the Credit Card Account to cover overdrafts in designated checking accounts. The presentation of any check signed by any person authorized to draw checks upon any checking accounts for which Borrower has elected Overdraft Protection or the assessment of any other charges against the checking accounts in excess of the balance in the checking accounts constitutes an authorization for a Cash Advance to be made under this Agreement. Bankcard has the sole discretion to determine whether to advance funds to the checking accounts in the amount needed to cover each overdraft amount item, up to the established Maximum Credit Limit, to pay checks, drafts, or any other charges when there is not a sufficient balance in the checking accounts at the time such checks, drafts, or other charges are presented or made. Bankcard may refuse to authorize any Cash Advance in connection with Overdraft Protection if the Cardholder Account is not in good standing or if the Cash Advance would exceed the Maximum Credit Limit. Bankcard is not liable for any returned items or NSF fees. The terms and conditions governing Borrower's checking accounts, Overdraft Protection, and the fees associated with checking accounts are contained in the Commercial Bank Services Agreement and the BB&T Business Services Pricing Guide, which are incorporated herein by reference.

**6. Business Purpose.** Borrower agrees and understands that no Purchases, Cash Advances or other charges may be incurred for personal, family, or household purposes and agrees to so advise each authorized employee.

**7. Advances.** This Plan allows Borrower to obtain extensions of credit from Bankcard by use of Cards to make Purchases and/or obtain Cash Advances and also by requesting Cash Advances by executing a Cash Advance Slip or other written request form. Borrower may also use Cards to obtain Cash Advances from Automated Teller Machines, provided that Borrower has received a Personal Identification Number (PIN) and abides by the following rules: (a) Advances may be in increments of \$10.00; (b) the maximum advance for each 24-hour period is \$500.00; (c) Advances may not exceed Borrower's credit limit; (d) Borrower will not reveal its PIN to anyone but an authorized employee user. Borrower understands that it shall not write the PIN on any Cards nor will any authorized employees carry the PIN with the Card; (e) Bankcard will not be liable for damages resulting from any malfunction of Automated Teller Machines. Notwithstanding the foregoing paragraph, Cash Advances will be limited to a designated percentage of the Maximum Credit Limit. Borrower will need to request its Cash Advance limit once the account is established.

**8. Balance Transfers.** Upon request, Borrower may transfer balances from other credit cards to the Outstanding Balance under this Plan ("Balance Transfer"). All Balance Transfers will be treated as a Purchase and become a part of the Outstanding Balance from the date of the transfer.

**9. Re-Issuance and Use of Cards.** Borrower must notify Bankcard promptly, verbally or in writing, of the loss, theft, or unauthorized use of Cards. Bankcard may refuse to issue or reissue and may also terminate, limit or modify Cards without notice to Borrower, and Borrower agrees to surrender Cards on Bankcard's demand or upon learning of the cancellation or withdrawal of Cards. Cards at all times remain Bankcard property, and Bankcard may repossess them without the use of any court process. Borrower promises not to use an expired or cancelled Card to obtain or try to obtain credit from anyone honoring a Card.

**10. Periodic Billing.** Bankcard will bill Customer on a periodic (monthly) basis on a date Bankcard selects for all amounts owed under this Plan. Borrower agrees to examine each Periodic Statement and immediately notify Bankcard about any charge or item it believes to be in error or subject to dispute. Borrower has 60 days after the billing date on the Periodic Statement on which any inaccuracies first appear to notify Bankcard in writing about them. If Borrower does not, the statement will be considered as accepted by Borrower and correct.

If Borrower has authorized Bankcard to pay periodic payments automatically from Borrower's savings or checking account, Borrower can stop the payment on any amount it thinks is wrong. To stop the payment, Borrower's letter must reach Bankcard at least three business days before the automatic payment is scheduled to occur.

**11. Periodic Rates.** The monthly periodic rate and the corresponding ANNUAL PERCENTAGE RATE applicable to Borrower's account shall be determined as provided in the following explanation. The rates for Purchase and Cash Advances differ. The ANNUAL PERCENTAGE RATES will not exceed that permitted by North Carolina law.

**Periodic Rate-Purchases.** No FINANCE CHARGE is imposed on Purchases if the total New Purchase balance shown on the Periodic Statement is paid in full within 25 days of the statement date. A FINANCE CHARGE on Balance Transfers is imposed from the date of transfer. To determine the Average Daily Purchase Balance of any account where payment of the Purchase balance is not made in full within 25 days (or includes Balance Transfers), Bankcard will take the beginning Purchase balance of the account each day, add any new Purchases (including Balance Transfers) and fees (except Cash Advance fees), and subtract any payments or credits. This produces the daily Purchase balance. Then, Bankcard adds up the daily balances for each day in the billing cycle and divides the total by the number of days in the billing cycle. This produces the Average Daily Balance. Then, depending on the Average Daily Balance, Bankcard will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE which is BB&T (Bankcard) Prime Rate + 5.90%. As of 10/07/2014, the ANNUAL PERCENTAGE RATE is 9.15%, which corresponds to a monthly periodic rate of 0.763%.

**Variable Rate Disclosure.** Borrower understands the monthly periodic rates and the ANNUAL PERCENTAGE RATE are variable rates and may change (increase or decrease) from time to time based on movements up or down of Bankcard's Prime Rate. "Bankcard's Prime Rate" is a variable rate which is announced by BB&T from time to time as Bankcard's "Prime Rate", which is in effect on the first day of each calendar month. Under this variable rate plan, the ANNUAL PERCENTAGE RATE for Purchases will be determined separately for each billing cycle and will be determined as of the first day of the calendar month preceding the date on which the billing cycle started. An increase in Bankcard's "Prime Rate" will result in an increase in the amount of the FINANCE CHARGE for Purchases, the minimum periodic payment and the Outstanding Purchases Balance.

**Periodic Rate Cash Advances.** The ANNUAL PERCENTAGE RATE for Cash Advances is a fixed rate of 19.90% which corresponds to a monthly periodic rate of 1.658%. To determine the Average Daily Cash Advance Balance of any account (including current transactions), Bankcard will take the beginning Cash Advance balances of the account each day, add new Cash Advances and Cash Advance fees and subtract any payments or credits. This produces the daily Cash Advances balance. Bankcard will add up the daily balances for each day in the billing cycle and divide by the total number of days in the billing cycle. This produces the Average Daily Balance. Then, depending upon the Average Daily Balance, Bankcard will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE, or 1.658%.

**Special Introductory Rate.** From time to time, Bankcard may offer a Special Introductory Rate. If Borrower has elected central billing, the monthly periodic rate for each account opened during the first 6 months after the Plan is established will be 1/12 of the ANNUAL PERCENTAGE RATE. As of 10/07/2014, the ANNUAL PERCENTAGE RATE is .00%, which corresponds to a monthly periodic rate of 0.000%. This special introductory rate will expire as to all accounts opened under the Plan 6 months after the date on which the Plan was established. Thereafter, the applicable monthly periodic rates will be based upon the rates described above.

If Borrower has elected individual billing, the monthly periodic rate will be 1/12 of the ANNUAL PERCENTAGE RATE for each account opened as of the date the Plan is established. As of 10/07/2014, the ANNUAL PERCENTAGE RATE is .00%, which corresponds to a monthly periodic rate of 0.000%. This special introductory rate will expire as to all accounts opened under the Plan 6 months after the date on which the Plan was established. Thereafter, the applicable monthly periodic rates will be as described above. For each account opened after the date the Plan was established, the applicable monthly periodic rate will not be based upon the Special Introductory Rate, but will be based upon the rates described above.

**Special Introductory Rate Cash Advances.** The ANNUAL PERCENTAGE RATE for Cash Advances is 19.90% which corresponds to a monthly periodic rate of 1.658%. To determine the Average Daily Cash Advance Balance of any account (including current transactions), Bankcard will take the beginning Cash Advance balances of the account each day, add new Cash Advances and Cash Advance fees and subtract any payments or credits. This produces the daily Cash Advances balance. Bankcard will add up the daily balances for each day in the billing cycle and divide by the total number of days in the billing cycle. This produces the Average Daily Balance. Then, depending upon the Average Daily Balance, Bankcard will apply a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE, or 1.658%.

**Late Payment Rate.** If within a six (6) month period, you either (1) make your payment late but within 30 days of the payment due date, twice, or (2) make your payment more than 30 days after the payment due date once, then the monthly periodic rate for Purchases and Cash Advances and previous billing cycle Purchases and Cash Advances (including existing balances) will be increased to a monthly periodic rate of 1/12 of the ANNUAL PERCENTAGE RATE which is BB&T (Bankcard) Prime Rate + 21.90%. As of 10/07/2014, the ANNUAL PERCENTAGE RATE is 25.15% which corresponds to a monthly periodic rate of 2.0958%. If the monthly periodic rate (and the corresponding ANNUAL PERCENTAGE RATE) is increased as described above, your rate for Purchases may be lowered if the account remains in good standing for twelve (12) consecutive months. The account will be subject to subsequent increases in the monthly periodic rate (and the corresponding ANNUAL PERCENTAGE RATE) if future payments are late as described in this section.

**12. Payments.** Borrower agrees to pay Bankcard all of its obligations under this Agreement no later than the "Due Date" shown on each Periodic Statement and at the place Bankcard designates. Bankcard may apply the payments to fees, interest, principal and other charges in any order it determines, in its discretion.

- 13. Periodic Payment.** If Borrower has a Business Card, Bankcard determines if the Borrower must pay the Outstanding Balance (the total "New Balance") in full or pay less than the total amount of the New Balance shown on the Periodic Statement unless the entire Outstanding Balance has become due as provided for in paragraph 21 of this Agreement. In the event that Bankcard does not require the Borrower to pay the entire Outstanding Balance shown on the Periodic Statement each month by the due date indicated, Borrower agrees to pay a minimum Periodic Payment each month equal to the greater of 2% of the "New Balance" shown on the Periodic Statement or \$20.00. Even though Borrower pays more than the minimum payment during any individual billing cycle, the minimum payment will be due in all later billing cycles. Please note that if your account falls into the Late Payment Rate, your minimum monthly payment may increase to 3% to avoid negative amortization. If Borrower has a Corporate Card, a Purchasing Card or a Fleet Card, Borrower must pay the entire Outstanding Balance shown on the Periodic Statement each month by the due date indicated. In addition to any other payment obligations under this Agreement, Borrower agrees to immediately pay the full amount of any outstanding balance exceeding Borrower's Credit Limit.
- 14. Other Charges.** Borrower understands that the cost of copies of statements, sales tickets, and other information not routinely provided to cardholders will be charged to Borrower if this information is requested. Borrower agrees that Bankcard will charge a late fee of \$35.00 for any minimum periodic payment that is not posted to your account by the payment due date. Borrower agrees that a fee of \$35.00 for exceeding its credit limit will be imposed for each billing period during which the balance exceeds the Maximum Credit Limit established by Bankcard. Borrower understands that a Cash Advance appearing on the Periodic Statement is considered a part of the Outstanding Balance from the date of the transaction or if posted in the next billing cycle, then on the first day of the next billing cycle, whichever is later. Regardless of when the payment is made, an initial charge equal to 4% of each Cash Advance and/or Balance Transfer with a minimum of \$10.00 will be charged to Borrower's account in addition to any FINANCE CHARGES that apply. If any payment by Borrower is returned unpaid, for any reason, Bankcard may charge and Borrower agrees to pay, a returned payment fee of \$32.00. If you request a copy of a statement, unless it is in connection with a billing or resolution process, Bankcard may charge and Borrower agrees to pay, a fee of \$5.00 per statement copied. If Borrower requests that Bankcard expedite delivery or replacement of any Card, and we are able to do so, Bankcard may charge and Borrower agrees to pay a fee of \$25.00. All fees will be subject to the FINANCE CHARGES applicable to Purchases, except that the Cash Advance fee will be subject to the FINANCE CHARGE applicable to Cash Advances.
- 15. Foreign Transactions and Fees.** Visa or MasterCard International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard regulations. The conversion rate may differ from the rate on the date of your transaction. Currently, Visa and MasterCard use a currency conversion rate of either: (1) a wholesale market rate, or (2) a government-mandated rate. Visa and MasterCard use, under their respective regulations, either the rate in effect on (1) the date the transaction is processed or (2) the day before the date the transaction is processed. Bank may charge a (3%) foreign transaction fee for transactions made or processed outside the U.S.
- 16. Security.** No security interest is retained in Borrower's property under this Plan.
- 17. Membership Fee.** None.
- 18. Liability for Unauthorized Use.** Borrower may be liable for the unauthorized use of Cards. "Unauthorized Use" means the use of a Card by a person other than an authorized employee, who does not have actual, implied, or apparent authority for such use, and from which Borrower receives no benefit. Borrower's liability for unauthorized use will not exceed \$50.00 per account if Borrower has fewer than ten (10) cards issued. If Borrower has ten (10) or more cards issued, it will be responsible for all unauthorized use of the Cards. Borrower will not be liable for any unauthorized use of Cards that occurs after it notifies BB&T Bankcard, P.O. Box 698, Wilson, NC 27894-0698 (1-800-397-1253) orally or in writing of the loss, theft, or possible unauthorized use of Cards.
- 19. Borrower's Promises.** Borrower shall deliver to Bankcard as soon as available, and in any event not later than 90 days after the end of fiscal year of Borrower, financial statements of Borrower in form and detail satisfactory to Bankcard. Borrower further agrees to provide Bankcard from time to time such other information as Bankcard may reasonably request.
- Borrower shall promptly notify Bankcard of the occurrence of any event, conditions, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of Borrower.
- 20. This account may be used for legal purposes only.** The Bank at its discretion may block any transactions that could be considered of an illegal or at-risk nature. We will not be liable if you engage in an illegal transaction.
- 21. Events of Default.** Borrower will be in default under this Plan and Agreement if any of the following events shall occur: Guarantor shall be in default hereunder upon: (a) failure of the Company or Guarantor to comply with any requirement of this Agreement including payment when due; (b) the death, dissolution, termination of existence, insolvency, or business failure of the Company or Guarantor, appointment of a receiver for any part of the property or for any such party, assignment for the benefit of creditors by or the commencement of any proceedings in bankruptcy or insolvency by or against the Company or Guarantor; (c) the entry of a judgment against the Company or Guarantor; (d) the issuing of any attachment or garnishment, or the filing of any lien against any property of the Company or Guarantor; (e) the taking of possession of any substantial part of the property of the Company or Guarantor at the instance of any governmental authority; (f) the merger, consolidation or reorganization of the Company or Guarantor; (g) the determination by Bank that a material adverse change has occurred in the financial condition of the Company or Guarantor from the condition of such party as disclosed to Bank in any manner; (h) if any representation or statement made to Bank by or on behalf of the Company or Guarantor is untrue in any material respect, or if there is any material omission in any representation or statement made to Bank by or on behalf of the Company; or (i) if Borrower fails to provide complete current financial or other information when due or upon Bankcard's request. Bankcard should believe, in good faith, that the chances of Borrower paying or performing all of its obligations under this Agreement have been impaired; or (j) if any of the undersigned or any Obligor shall fail to furnish information to Bank sufficient to verify the identity of the undersigned or any Obligor as required under the USA PATRIOT Act.
- 22. Remedies.** If any of the above events of default should occur, Bankcard may declare the Outstanding Balance immediately due and payable, without notice, with interest due on these balances at the applicable ANNUAL PERCENTAGE RATE provided in this Agreement until paid, and Bankcard may terminate the use of Cards for credit or Cash Advances, at its option, and without notice. Bankcard may take the foregoing action as to any or all Cards and associated balances, or as to all Cards and the entire Outstanding Balance. If Borrower fails to pay all or part of the Outstanding Balance immediately on Bankcard's demand, Borrower agrees to pay all of Bankcard's collection expenses, including reasonable attorneys' fees. Bankcard will not be obligated to accept any check, money order, or other payment instrument marked "payment in full" delivered on any disputed account, loan balance, fee, or expense owed, and it expressly reserves the right to reject all such payment instruments. All communications concerning any disputed amounts owed, including without limitation any payment instrument tendered in good faith as full satisfaction of the amount owed, must be sent to the following address: BB&T, Bankcard Disputed Payments, P.O. Box 200, Wilson, NC 27894-0200. Borrower agrees that if it fails to send any communications, check, money order or other payment instrument purporting to pay any disputed amount due hereunder in full, to the address designated above, the obligation referred to will not be satisfied, and shall be deemed not to have been made in good faith, even if such payment instrument is inadvertently processed by Bankcard.
- 23. Right of Setoff.** Borrower authorizes Bank, to the extent permitted by applicable law, to charge, withdraw or setoff all sums owing on the Plan against any and all of Borrower's deposit accounts (whether checking, savings, or some other account) or securities now or hereafter in the possession of or on deposit with Bank or any affiliate or subsidiary of Bank including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding all IRA, Keogh and trust accounts, without prior demand or notice to Borrower.
- 24. Amendments.** Bankcard may amend this Agreement and Plan, from time to time, upon 15 days advance notice to the Borrower. Borrower agrees that the new terms, including any increase or decrease in the FINANCE CHARGE or other charges provided in this agreement, shall apply to both new Cash Advances and new Purchases made on and after the effective date of the changes and to any unpaid Outstanding Balances on the effective date, unless Borrower opts not to accept the new terms. If Borrower opts not to accept the new terms, then Borrower's Cards will be terminated and Outstanding Balances will be paid in accordance with existing terms.
- 25. Termination.** Borrower and Bankcard may each terminate this Agreement immediately at any time either for cause or without cause. No Card shall be used for any Purchase or any Cash Advance upon termination. Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to Bankcard with respect to such transactions, (iii) the indemnity provided by Borrower in Paragraph 26 of this Agreement, and (iv) the arbitration provisions of Paragraph 29. Furthermore, upon any termination, Borrower shall reimburse Bankcard for any out-of-pocket expenses incurred in connection with this Agreement, including without limitation the costs associated with unused customized cards and forms.
- If Bankcard terminates a particular Card, Borrower agrees to use all reasonable efforts to obtain the Card and return it, cut in half, to Bankcard or otherwise destroy it. Notwithstanding such termination, this Agreement shall remain in full force and effect and Borrower shall continue to be liable for full payment with respect to (i) the balance on the closed Card and all charges to such Card, including but not limited to Purchases, Cash Advances, and any transactions that post after such Card is closed, and (ii) all fees and other charges of any type as shall have accrued or as shall occur or accrue to Bankcard with respect to such transactions.
- 26. Indemnification.** Borrower shall indemnify and hold harmless Bankcard and its affiliates and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amount paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement except to the extent such Losses solely result from, arise out of or relate to the gross negligence or willful misconduct of Bankcard, its affiliates, or their respective directors, officers, employees, or agents.
- 27. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES.**  
BANKCARD SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.
- In addition, Borrower acknowledges and agrees that Visa or MasterCard shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa or MasterCard member (including Bankcard) or by the agents, brokers, cardholders (including the Company or any Authorized Cardholder), or merchants of any such Visa or MasterCard member arising out of the Visa or MasterCard Card product, including without limitation the Visa or MasterCard Card Account and services provided under this Agreement.
- VISA AND MASTERCARD DISCLAIM ALL WARRANTIES WITH RESPECT TO THE VISA OR MASTERCARD CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR MASTERCARD OR THEIR CONTRACTORS (INCLUDING BANKCARD), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE.
- 28. Assignment; Binding Effect.** This Agreement (including any of the Borrower's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by Borrower without prior written consent by Bankcard. This Agreement shall be binding upon the representatives and permitted successors and assigns of Borrower. No consent is required for Bankcard to assign or otherwise transfer this Agreement or its rights or obligations hereunder.
- 29. ARBITRATION DISCLOSURE.** By applying for a Card, Cardholder agrees that if a dispute of any kind arises out of or relates to this Agreement or Cardholder's application for a Card, either Cardholder or Bank can choose to have that dispute resolved by binding arbitration as set forth in the Arbitration Provision below. If arbitration is chosen, it will be conducted pursuant to then applicable rules for consumer arbitrations of the American Arbitration Association, JAMS, or the National Arbitration Forum. If Cardholder has any questions concerning those organizations, or wishes to obtain a copy of their rules and forms, Cardholder may call the following numbers or visit the listed websites:

American Arbitration Association  
335 Madison Avenue, Floor 10  
New York, New York 10017-4605  
Telephone: (212) 716-5800  
Facsimile: (212) 716-5905  
E-mail: [Website@adr.org](mailto:Website@adr.org)  
Website: [www.adr.org](http://www.adr.org)

National Arbitration Forum  
P.O. Box 50191  
Minneapolis, MN 55405-0191  
Telephone: (877) 655-7755  
E-mail: info@arb-forum.com  
Website: www.arbitration-forum.com

JAMS  
One Atlantic Center  
1201 West Peachtree, NW  
Suite 2650  
Atlanta, GA 30309  
Telephone: 404-588-0900  
Facsimile: 404-588-0905  
E-mail: mkoransky@jamsadr.com  
Website: www.jamsadr.com

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO ANY CLAIM DISPUTE OR CONTROVERSY, NEITHER CARDHOLDER NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT, OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR THIS ARBITRATION PROVISION. FURTHER, CARDHOLDER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR CLAIMANTS WITH RESPECT TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS ARBITRATION PROVISION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT CARDHOLDER WOULD HAVE IF CARDHOLDER WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT CARDHOLDER READ THE ENTIRE ARBITRATION PROVISION CAREFULLY BEFORE SIGNING THIS AGREEMENT.

**ARBITRATION PROVISION.** This Arbitration Provision sets forth the circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated instead of litigated in court.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between Cardholder and Bank arising from or relating to this Agreement or the relationships resulting from this Agreement, including the validity and scope of this Arbitration Provision or the Agreement. "Claim" or "Claims" includes claims of over kind and nature between Cardholder and Bank, including, but limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statutes, regulations, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between Cardholder and Bank that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any balances on the Account; (b) the goods or services (including insurance or extended service contracts, if any) charged to the Account; (c) advertisements, promotions or oral or written statements related to the Account, goods or services financed under the Account or the terms of financing; (d) your application for the Account; and (e) the origination or servicing of the Account and the collection of the amounts owed by Cardholder to Bank.

Upon the election of either Cardholder or Bank, any Claim between Cardholder and Bank shall be resolved by binding arbitration pursuant to this Arbitration Provision and the applicable rules of the American Arbitration Association, JAMS, or the National Arbitration Forum in effect at the time the Claim is filed. Cardholder may select one of these organizations to serve as the arbitration administrator (a) if you initiate an arbitration against us or (b) if either cardholder or Bank compels arbitration of a Claim which the other party has brought in court. In addition, if Bank initiates arbitration against Cardholder, Bank will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator.

If you fail to select an arbitration administrator within the 20-day period, Bank will select one. In all cases, the arbitrator chosen shall be a lawyer with more than 10 years experience or a retired judge. If, for any reason, the selected arbitration organization is unable to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list. If you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim (s) subsequently asserted in that lawsuit by any other party or parties. Bank agrees that it will not elect to arbitration an individual Claim that Cardholder brings against Bank in small claims court or Cardholder's state equivalent court, if any. However, if that claim is transferred or appealed to a different court, Bank reserves the right to elect arbitration. The arbitrator(s) shall have no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide Bank's or Cardholder's Claims and may not consolidate or join the claims of other persons who may have similar claims. Any in-person arbitration hearing that Cardholder attends will take place at the location provided for in the applicable rules of the organization chosen as arbitration administrator. At the request of the Bank or Cardholder or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct the production of documents and other information. The arbitrator shall have the authority to grant whatever remedies would be available to Cardholder under applicable federal, state or local laws. Cardholder will be required to pay those filings and hearings fees required by the applicable rules of the organization chosen as arbitration administrator. At Cardholder's request, Bank will advance the first \$500 of the filing and hearing fees for any Claim that Cardholder may file against Bank. The arbitrator will decide whether Bank or Cardholder ultimately will be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness' fees, regardless of which party prevails in the arbitration.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Consistent with the choice-of-law provision of this Agreement, the arbitrator(s) shall apply the applicable substantive law of the State of North Carolina. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This Arbitration Provision shall survive payment of Cardholder's obligations under this Agreement, termination of this Agreement, or termination of any or all Cards. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules of the organization chosen as arbitration administrator, this Arbitration Provision shall govern.

**30. Notices.** All notices under this Agreement shall be given in the manner which follows: All notices permitted or required by this Agreement shall (unless otherwise specified in this Agreement) be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, telegram, or facsimile, addressed, in the case of notice to Bankcard, to the address specified in Paragraph 22 above and in the case of Borrower, to the address by its signature.

**31. Miscellaneous.** Borrower agrees that by signing the "BB&T Commercial Card Application" and this Incorporated Agreement under seal, which means that Bankcard may sue Borrower within 20 years after the total debt under this Agreement is due if Borrower defaults.

Notwithstanding any other provisions of this Agreement, Bankcard shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, MasterCard, Borrower or any third party, severe weather, war, civil commotion, governmental action, fire, explosion, strikes, or other industrial disturbances, equipment malfunction, or any other cause beyond Bankcard's reasonable control.

**32. Notice of Furnishing of Negative Information.** Bank may report information about your Account to Credit Bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

This Agreement and your account will be governed by and interpreted in accordance with the laws of the United States and, to the extent applicable, the laws of the State of North Carolina, without regard to its conflict of laws principles.

**BB&T Business Card Continuing and Unconditional Guaranty  
on continuing pages**

ATTACHMENT I TO THE COMMERCIAL BANKCARD APPLICATION

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the legal capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G. Street, N.W., Washington, D.C. 20006

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If Borrower's application for credit is denied, he has the right to a written statement of the specific reason(s) for the denial. To receive that statement, please write to Branch Banking and Trust Company, Loan Services Compliance, P. O. Box 1847, Wilson, N.C. 27894-1847. Attn: MC 100-50-02-56 within 60 days from the date notified of the decision. Bankcard will send you a written statement of the reason(s) for the denial within 30 days of receiving the written request.

Credit Cards are issued by Branch Banking and Trust Company. Member FDIC.

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