

1st Capital Bank VISA® Business Card Application

PLEASE CHOOSE ONE: VISA Business Flex Miles VISA Business Card Non Mileage
Travel Mile Option: \$79 Annual Fee for each Account No Annual Fee

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT: 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 FOR 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.

BUSINESS NAME (BORROWER)		BUSINESS ADDRESS	
CITY		STATE	ZIP CODE
BUSINESS PHONE		TAX ID#	
OWNERSHIP (CHECK ONE) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corporation <input type="checkbox"/> Public Corporation <input type="checkbox"/> Non Profit			
Type of goods or services provided: _____		Number of Cards Requested _____	Number of Accounts Requested _____
If proprietorship, partnership or private corporation, have any of the principals ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			
When would you prefer to receive your monthly statement? (Check one) <input type="checkbox"/> Week 1 <input type="checkbox"/> Week 2 <input type="checkbox"/> Week 3 <input type="checkbox"/> Week 4 <input type="checkbox"/> Week 5			

IMPORTANT! THE FOLLOWING INFORMATION MUST ACCOMPANY APPLICATION:
 CURRENT YEAR END FINANCIAL STATEMENTS INCLUDING BALANCE SHEET AND INCOME STATEMENT. IF APPLICANT IS A CORPORATION, INCLUDE CORPORATE RESOLUTION AND ARTICLES OF INCORPORATION. IF APPLICANT IS A PARTNERSHIP, INCLUDE PARTNERSHIP AGREEMENT.

Applicant Information (Copy to make additional pages if needed)

NAME		TITLE	
CREDIT LIMIT REQUESTED	DATE OF BIRTH	SOCIAL SECURITY NUMBER	
ADDRESS	CITY	STATE	ZIP
SIGNATURE X			
NAME		TITLE	
CREDIT LIMIT REQUESTED	DATE OF BIRTH	SOCIAL SECURITY NUMBER	
ADDRESS	CITY	STATE	ZIP
SIGNATURE X			
NAME		TITLE	
CREDIT LIMIT REQUESTED	DATE OF BIRTH	SOCIAL SECURITY NUMBER	
ADDRESS	CITY	STATE	ZIP
SIGNATURE X			

LOAN APPLICATION CERTIFICATION: Everything that I/we have stated in this application is correct to the best of my/our knowledge. I/We understand that you will retain this application whether or not it is approved. You are authorized to check my/our credit, credit and employment history and ask questions about my/our credit experiences. I/We understand that the use of any card issued in connection with this application shall be subject to the terms of the Cardholder Agreement which will be sent upon approval of application. I/We agree to pay all indebtedness arising from the use of any cards issued pursuant to this application. Applicant represents that the debt to be incurred pursuant to the Cardholder Agreement will be for business purposes and that none of such debt will be primarily for a personal, family or household purpose.

DATE	OWNER, PARTNER OR PRESIDENT	PARTNER OR SECRETARY/TREASURER
	X	X

PERSONAL GUARANTY AGREEMENT

FOR VALUE RECEIVED the undersigned (hereinafter referred to as "Guarantors" whether one or more) jointly and severally guarantee unconditionally the payment of and promise to pay the Issuing Bank of the VISA Card and Credit Devices issue pursuant hereto (hereinafter referred to as "Bank") any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof, for which Borrower is now, or hereafter may become liable or indebted to Bank, whether such liability or indebtedness be in contract or tort; provided, however, that Guarantors, shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney's fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of all VISA cards issued by Bank for the account of Borrower.

Notwithstanding any other provision of this guaranty or the guaranteed indebtedness, Bank and Guarantors agree that Guarantors shall never be required or obligated under the terms hereof or under the terms of any note, instrument or other agreement evidencing any of the guaranteed indebtedness, to pay interest in excess of the maximum interest rate as may be authorized by law for written contracts which constitute the guaranteed indebtedness and for the Guarantors. It is the intention of the parties hereto to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantors, shall be held to be subject to reduction to the maximum interest rate allowed under said laws.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of Bank in the collection of any indebtedness or obligation hereby guaranteed, and agree that Bank shall not be required to first endeavor to collect from Borrower any indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the guaranteed obligations. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the election of Bank, without joinder of Borrower or any other Guarantor as parties thereto. If any sum due Bank by Guarantors hereunder is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, that the undersigned Guarantors, jointly and severally, promise to pay Bank on demand any and all attorney's fees and other costs and expenses incurred by Bank.

This guaranty is continuing and shall continue to apply without regard to the form or amount of indebtedness or obligation guaranteed which Borrower may create, renew, extend, or alter, in whole or in part, without notice to Guarantors. This guaranty also includes, but is not limited to, fraudulent use of the card or unauthorized use of the card as a result of the card being lost or stolen.

If the status of Borrower changes, this guaranty agreement shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof.

If, for any reason, the guaranteed indebtedness cannot be enforced against Borrower, or any payments thereon must be refunded by Bank to any party for any reason, including bankruptcy, such fact shall not affect the liability of Guarantors hereunder, and Guarantors shall be liable hereunder to the same extent as if the guaranteed indebtedness had been enforceable against Borrower or said payments had not been made to Bank.

Bank may settle or agree with any of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to Bank for guaranteed indebtedness without impairing the right of Bank to demand and collect the balance of the guaranteed indebtedness from others of the Guarantors not so released.

Bank may surrender, release, exchange, or alter any collateral or security for any indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty, and this guaranty shall continue effective notwithstanding any legal disability of Borrower.

In the event of the death of any of the undersigned Guarantors, this guaranty shall bind the decedent, his heirs, executors, and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time notice in writing of

such death is received by the Cashier of Bank and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors. No notice shall be deemed received by the Cashier of Bank unless and until the said Cashier has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty is operative and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank, whether the same is incurred through the execution of a similar guaranty, through endorsement, or otherwise.

Guarantors shall furnish to Bank annually (and more frequently if requested by Bank) financial statements, including cash flow and contingent liability information.

Guarantors jointly and severally represent and warrant to Bank, that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrower and Guarantors executing and delivering this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited or may reasonably be expected to benefit Guarantors directly or indirectly.

Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty shall inure to the benefit of such assignee, to the extent so assigned. Any action or inaction by Bank with regard to the guaranteed indebtedness or this guaranty shall not impair or diminish the obligation of Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereon. The rights of Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The exercise by Bank of any right or remedy hereunder or under any other instrument, at law or in equity, shall not preclude concurrent or subsequent exercise of any other right or remedy.

This guaranty agreement is performable in Dallas County, Texas, and Guarantors waive the right to be sued elsewhere. This guaranty agreement is not intended and does not replace, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank.

Bank is relying and is entitled to rely upon each and all of the provisions of this agreement; and, accordingly, if any provision or provisions of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

THIS GUARANTY EMBODIES THE FINAL, ENTIRE AGREEMENT OF GUARANTORS AND BANK WITH RESPECT TO GUARANTORS' GUARANTY OF THE GUARANTEED INDEBTEDNESS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTORS AND BANK AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTORS AND BANK, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTORS AND BANK.

Signed on this _____ day of _____

Personal Guaranty _____ Personal Guaranty _____

INTERNAL USE ONLY: BANK #3861

EMPLOYEE CODE:
 (Not to exceed 5 alpha or numeric characters)

CL _____ CDS _____ DT _____ BY _____

	PLATINUM FLEX MILES	CLASSIC FLEX MILES	NON-MILEAGE CARD*
Annual Percentage Rate	5.9% until the end of 6 billing cycles from the date the account is opened. After that 12.15%	5.9% until the end of 6 billing cycles from the date the account is opened. After that 14.15%	5.9% until the end of 6 billing cycles from the date the account is opened. After that 16.15%
Intro Periodic Rate	.492%	.492%	.492%
Variable Rate Information	Your APR may vary. The rate is determined by adding a margin of 3.9% to the Index. See explanation below.**	Your APR may vary. The rate is determined by adding a margin of 5.9% to the Index. See explanation below.**	Your APR may vary. The rate is determined by adding a margin of 7.9% to the Index. See explanation below.**
Regular Periodic Rate	1.013%	1.179%	1.346%
Penalty APR	Up to 21%. See explanation below.***	Up to 21%. See explanation below.***	Up to 21%. See explanation below.***
Annual Fee	\$35	\$35	None
Grace Periods	25 days for purchases. No grace period for Cash Advances.	25 days for purchases. No grace period for Cash Advances.	25 days for purchases. No grace period for Cash Advances.
Method of Computing Balances for Purchases and Cash Advances	Average daily balances (including New Purchases and Cash Advances).	Average daily balances (including New Purchases and Cash Advances).	Average daily balances (including New Purchases and Cash Advances).
Cash Advance Fee	2% of the amount of the Cash Advance subject to a minimum fee of \$2.	2% of the amount of the Cash Advance subject to a minimum fee of \$2.	2% of the amount of the Cash Advance subject to a minimum fee of \$2.
International Transaction Fee	One percent of the U.S. dollar amount of the transaction converted from a foreign currency.	One percent of the U.S. dollar amount of the transaction converted from a foreign currency.	One percent of the U.S. dollar amount of the transaction converted from a foreign currency.
Additional Fees	Late payment: \$29 Over-the-limit: \$29 NSF: \$29 Pay-By-Phone:\$10	Late payment: \$29 Over-the-limit: \$29 NSF: \$29 Pay-By-Phone:\$10	Late payment: \$29 Over-the-limit: \$29 NSF: \$29 Pay-By-Phone:\$10

*Non-mileage cards include VISA® Platinum, VISA® Classic and Gold MasterCard®.

**After the introductory rate, the Annual Percentage Rate (APR) will vary based on changes in the Index (the National Prime Rate published in the Wall Street Journal). The Index will be adjusted on the 25th day of each month or the business day preceding the 25th day if that day falls on a weekend or a holiday recognized by the Federal Reserve Bank. Changes in the Index will take effect beginning with the first billing cycle in the Month following a change in the Index. Increases or decreases in the Index will cause the APR and regular periodic rate to fluctuate, resulting in increased or decreased Finance Charges on the Account. As of April 25, 2007, the Index was 8.25%. The Account will never have an APR over 21%.

*** If you allow your Account to become 60 days past due, we may increase your Annual Percentage Rate (APR) on all balances to a higher APR equal to the Index plus a margin of 10.9% up to a maximum of 21%. However, if your APR is increased, your Account may become eligible for a lower APR if you make timely payments for three consecutive months.

If you do not qualify for a Platinum Flex Miles Card and you qualify for a Classic Card, you will be automatically offered a Classic Flex Miles Card.

+ Alimony, child support or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

The information about the cost of the Card described in this table is accurate as of May 1, 2007. This information may change after that date. To find out what may have changed, call us at 800-367-7576 or write Card Service Center, P.O. Box 569120, Dallas, Texas 75356-9120.