

Commercial Credit Card Application

Application Information

Date	Annual Sales	Account Number
Application Taken By	Branch	Limit Requested
Request: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Increase		
Guarantors of Credit		

Company/Applicant Information

Legal Name of Company/Applicant Name	Primary Contact	Tax ID Number
Address		Own _____
City/County		Rent _____
State/Zip		Other _____
Business Telephone	FAX	
Type of Business: _____	Business Entity:	
Time in Business: _____ No. of Employees: _____	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Not-for-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Other <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership	
Time Under Current Management: _____		

Principals/Owners

Name	% Ownership	Title	Existing Bank Customer	
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No
			<input type="checkbox"/> Yes	<input type="checkbox"/> No

Banking Relationships (Please list only Your business accounts)

BANK	ACCOUNT NUMBER	BUSINESS			CURRENT BALANCE
		CHECKING	SAVINGS	LOAN	
					\$
					\$

Business/Trade References (Please list Your two major suppliers or references)

NAME	ADDRESS	NAME OF CONTACT	TELEPHONE NUMBER

Miscellaneous (Please provide details below if You answer YES to any of the following questions)

Is the business a party to any claim or lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has the business ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No Chapter _____ Date of filing _____	Are any of the Applicants an endorser, guarantor, or co-maker for obligations not listed on the financial statements? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please indicate total contingent liability: \$ _____
Details		

Authorized User

Name	Social Security Number	Date of Birth	Amount \$

IMPORTANT NOTICE: If Your application for business credit is denied, You have the right to a written statement of the specific reasons for the denial. To obtain the statement, please write to First National Bank of Fort Smith, P.O. Box 699, Rogers, AR 72757 within 60 days from the date You are notified of Our decision. We will send You a written statement of reasons for the denial within 30 days of receiving Your request for the statement.

Equal Credit Opportunity Act Notice

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the 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 credit union is:

Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050

PLEASE SUPPLY THE BANK WITH THE FOLLOWING:

Information Checklist – Documents Needed Are Indicated by

- Last year's Business Tax Return or last fiscal year-end Profit & Loss Statement and Balance Sheet.
- Most recent Business Tax Return, if last year's return is not available.
- Most recent interim Profit & Loss Statement and Balance Sheet (if last fiscal year-end is over 6-months).
- Business formation documents (fictitious name filing, partnership agreement, articles of incorporation, or trust certification form, etc.).
- Most recent Personal Tax Return.
- 4506T Tax Transcript Verification (complete for both business & personal).
- Personal Financial Statement.

Signatures

You certify that all statements in this Application and on each document required to be submitted in connection herewith, including federal income tax returns, are true, correct and complete. You authorize Us to make such inquiries and gather such information as We deem necessary and reasonable concerning any information provided to Us on this Application or on any such required document, including inquiries to the Internal Revenue Service. You further agree to notify Us promptly of any material change in any such information. You authorize Us to accept Your facsimile signatures on this application and, subsequently, on any other documents associated with the credit for which You are applying and You agree that Your facsimile signature will have the same legal force and effect as Your original signature. You assume any risk that may be associated with permitting Us to accept Your facsimile signature.

 Signature (Applicant) Company Individuals/Owners Title Date

 Signature (Applicant) Company Individuals/Owners Title Date



PO Box 699, Rogers, AR 72757
CREDIT CARD DEPT: 479.856-7850
foundercard@fnbfs.com

Continuing Unlimited Guaranty ("Guaranty")

Amount You are Guaranteeing	Date	Maturity Date	Account Number	Collateral Code	Officer Name & Number
Unlimited					

Borrower(s):

Address:

City, State, Zip:

1. Definitions. In this Guaranty, the words "We," "Us," "Our," and "Bank" mean FIRST NATIONAL BANK OF FORT SMITH. The words "You," "Your" and "Guarantor" mean the party or parties guarantying the indebtedness. "Borrower" means those to whom money has been loaned or credit has been granted.

2. Guaranty. To induce the Bank to lend money or give credit to the Borrower pursuant to a Commercial Credit Card Account Agreement And Disclosure (Credit Card Agreement) and any advances, draws, or borrowings pursuant to the Credit Card Agreement and any credit cards issued thereunder, You ("Guarantor"), jointly and severally if more than one, guarantee prompt and full payment of the amount You are guaranteeing, shown above, all charges the Borrower incurs in connection with Borrower's account (even though doing so may cause Borrower to exceed any approved credit limit, if applicable), and any interest or other charges earned by Us. You agree to pay the debt although You may not personally receive any goods, services, or money from the debt. We can demand that You pay, even though We do not try to collect from the Borrower or enforce any security interests the Borrower has given Us. Any payment by You, the Borrower, or any other person shall not reduce Your maximum principal obligations hereunder unless written notice to that effect is actually received by Us at or prior to the time of such payment. You further understand and agree that We may honor any credit advances under the terms of any related agreement without giving You prior notice and/or without Your prior consent. Additionally, You understand and agree that We may work with the Borrower(s) to implement modifications to the terms of any related agreement for the purpose of changing payment due dates and/or any other such changes without giving You prior notice and/or without Your prior consent.

3. Guaranty. This Guaranty is a Continuing Unlimited Guaranty for all present and future debts and obligations of the Borrower related to the account identified in this Guaranty. If You execute more than one guaranty of any indebtedness of the Borrower to the Bank, the limits of liability with respect to all the guaranties You have executed will be cumulative.

4. Right of Set-Off; Grant of Security Interest. In addition to all liens upon and rights of set-off against any monies, securities and other of Your property given to Us by law, You grant Us security interest in and a right to set-off against all monies, securities and other of Your property now or hereafter in Our possession or on deposit with Us whether held in a general or special account or deposit or for safekeeping or otherwise (except IRA, Keogh and Trust accounts); and each such security interest and right of set-off may be exercised without notice to You. No action or inaction by Us with respect to anything in this Guaranty shall be deemed a waiver thereof and every right We have in this Guaranty shall continue in full force and effect until specifically released by Us in writing. We may foreclose on any property either by judicial foreclosure or by the exercise of the power of sale, or any mortgage/deed of trust securing any indebtedness even though such foreclosure may destroy or diminish Your rights against the Borrower. In the event of any such foreclosure, You will remain liable for any part of any indebtedness remaining unpaid after any such foreclosure whether or not such foreclosure was for fair market value.

This Guaranty is secured by the real or personal property pledged and described in the security documents listed below, if any (identify mortgage, deed of trust, security agreement, pledge, hypothecation or similar document): _____

5. Subordination. The indebtedness of the Borrower or any endorser, co-signer, other guarantor or other person liable on any indebtedness now or hereafter owed to You is hereby subordinated to the indebtedness subject to this Guaranty. Any such indebtedness owed to You shall, if We so request, be collected, enforced and received by You as trustee for Us and be paid over to Us on account of the guaranteed indebtedness, but without reducing or affecting in any manner Your liability described in this Guaranty. Should You fail to collect the proceeds of any such indebtedness and pay the proceeds to Us, We, as Your attorney-in-fact, may do such acts and sign such documents in Your name as We consider necessary to effect such collection.

6. Default. You understand and acknowledge that the following shall constitute a default under the terms of this Guaranty, the Credit Card Agreement and any promissory note, line of credit agreement, or other similar agreement that is secured by this Guaranty, and shall also constitute a default under terms of any security agreement, deed of trust, mortgage, hypothecation, or other similar document that secures this Guaranty:

- a. You do not perform any obligation under this Guaranty or any other agreement You may have with Us;
- b. You should die, become involved in any insolvency, bankruptcy, receivership or custodial proceeding brought by or against You, or You have made an assignment for the benefit of creditors;
- c. You have made a false or misleading representation to Us in any material respect;
- d. A judgment or tax lien should be filed against You, or any attachment or garnishment should be issued against You or against any of Your property or rights on or in which We have a lien or security interest;
- e. We should, in good faith, believe Your ability to meet Your obligations under this Guaranty is or soon will be impaired, time being of the very essence; or
- f. You do not maintain any Collateral pledged in support of this Guaranty in good repair.

Upon any occurrence of default, and to the extent permitted by law, We may declare the entire balance of the obligations secured by this Guaranty immediately due and payable. If you fail to pay the amounts You have guaranteed immediately upon Our demand, and if permitted by law, We may exercise all of Our rights

and remedies under this Guaranty and applicable law, including bringing an action or actions against You to collect amounts You owe under this Guaranty or to take possession of any Collateral pledged to secure this Guaranty.

7. Joint and Several Obligations; Independent Obligations. Each person who signs this Guaranty is bound jointly and separately. In addition, Your obligations hereunder are independent of the Borrower's obligations or those of any other person liable on any indebtedness of the Borrower and a separate action or actions may be brought against You on any guaranteed indebtedness. We can also enforce this Guaranty against Your heirs and/or legal representatives.

8. Corporate or Partnership Authority. Where any one or more of the Borrowers are corporations or partnerships, it is not necessary for Us to inquire into the powers of the Borrowers or the officers, directors, partners or agents acting or purporting to act on their behalf, and any credit made or created in reliance upon the professed exercise of such powers is guaranteed hereunder.

9. Attorneys' Fees and Collection Costs. You agree to pay reasonable attorneys' fees and other collection costs and expenses incurred by Us to enforce this Guaranty.

10. Separate Property. Any married person who signs this Guaranty expressly agrees that recourse may be had against such person's separate property for all obligations hereunder. If You are not married and become so during the term of this Guaranty, You warrant that there will not be a transfer of any interest in Your real property to Your future spouse without Our consent.

11. Governing Law. This Guaranty is governed by and construed according to the laws of the State of Arkansas and You hereby submit to the jurisdiction of the courts of _____ County, Arkansas.

Signature of Guarantor

Guarantor's Name *(please print)*

Date

Signature of Guarantor

Guarantor's Name *(please print)*

Date

Signature of Guarantor

Guarantor's Name *(please print)*

Date

Signature of Guarantor

Guarantor's Name *(please print)*

Date