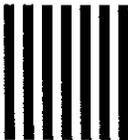


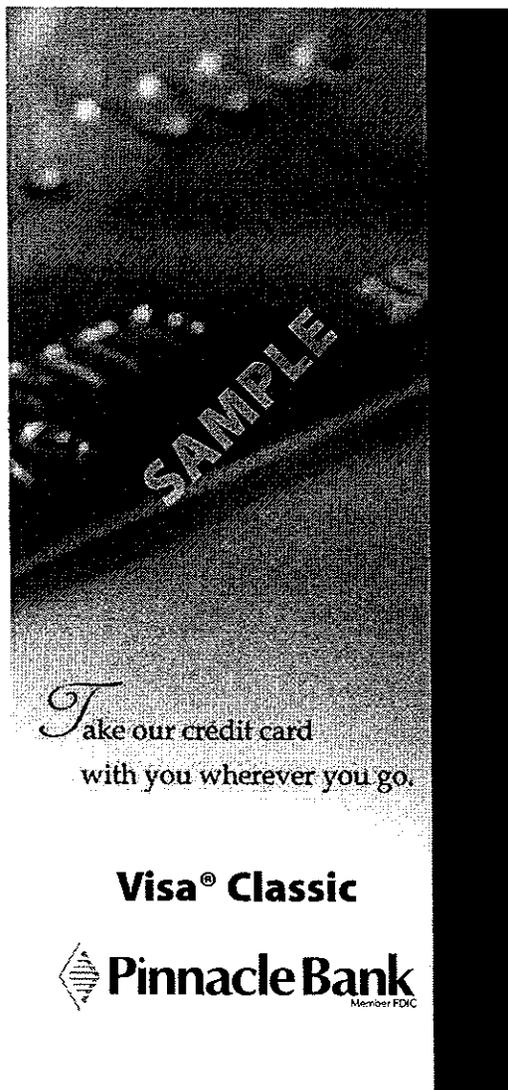
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 30 OMAHA NE

POSTAGE WILL BE PAID BY ADDRESSEE

PINNACLE BANK
PO BOX 461209
PAPILLION NE 68046-9929



Take our credit card
with you wherever you go.

Visa® Classic

Pinnacle Bank
Member FDIC

FEDERAL CREDIT APPLICATION INSURANCE DISCLOSURE

Pinnacle Bank offers a Group Credit Card Insurance Program. This program is offered and underwritten by Central States Health and Life Co. of Omaha and Central States Indemnity Co. Of Omaha, both of Omaha, Nebraska. You are not required to purchase the Payment Protection Plan from the bank or it's affiliates nor are you prohibited from purchasing insurance elsewhere to receive an extension of credit from the bank.

FEDERAL SALE OF INSURANCE DISCLOSURE

The Payment Protection Plan is not a deposit of or guaranteed by the bank, the FDIC or any other agency of the United States.

By signing, I acknowledge that I have received a copy of both (Federal Credit Application Insurance and Federal Sale of Insurance) disclosures on today's date. Unless this disclosure is provided electronically or I have applied for credit by mail, I also acknowledge that this disclosure has been provided orally.

X _____
Individually Date

X _____
Individually Date

This Visa® Card may not be used for any illegal transaction.

A fee may be imposed by an ATM operator not holding the consumer's account, or by any national, regional or local network used to complete the transaction.

Multi-Currency Conversion Rates

If you effect a transaction with your Visa® card in a currency other than U.S. Dollars, Visa® will convert the charge into a U.S. Dollar amount. This rate may differ from day to day. A 1.0% Fee is assessed on international transactions when a currency conversion occurs. This fee is unchanged. Visa® will also impose a fee on foreign transactions where a currency conversion is not performed.

When you use the...



**Visa® Credit Card for the purchase
of goods or services, the following
benefits are yours!**

ADVANTAGE - TRAVEL

- Travel Reservation Service
- Bonus Travel Dividends
- Concierge Services
- Automobile Rental Insurance
- Auto Rental Discount
- Medical Assistance Services
- Travel Protection
 - Lost Luggage Locator Service
 - Lost or Damaged Luggage Insurance
 - Hotel-Motel Burglary Insurance
- Payment Card Registration
- Quarterly Newsletter
- Key Registration

TRAVEL ACCIDENT INSURANCE

You, your spouse and dependent children up to age 19 (age 25 if a full-time student at any institute of higher learning) are automatically covered with common carrier travel accident insurance every time you travel by air, bus, train, ship, taxi, or any other common carrier anywhere in the world when you charge your entire fare to our card. This coverage is provided to you at NO EXTRA COST.

CREDIT INSURANCE

Our Credit Insurance program can protect your card, your family, and your credit rating when you may need it most due to unexpected events.

SCORECARD® BONUS POINTS

Earn Bonus Points for every net retail purchase you make with our Pinnacle Bank Credit Card! You can redeem Bonus Points for brand-name merchandise and exciting travel awards. Visit www.scorecardrewards.com and browse the current award selections. You'll be amazed at what ScoreCard® has to offer! To find out how the plan works, ask one of our friendly representatives.

Interest Rates and Interest Charges	Visa [®]
Annual Percentage Rate (APR) for Purchases	15.60% APR may vary with the market based on the Prime Rate.
APR for Balance Transfers	N/A
APR for Cash Advances	15.60% APR may vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on retail purchases if you pay your entire balance by the due date. We will begin charging interest on cash advances on the transaction date. We do not offer balance transfers.
Minimum Interest Charge	None
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the web site of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
Fees	Visa [®]
Annual Fee	\$15.00
Transaction Fees	
• Balance Transfer	None
• Cash Advances	None
• Foreign Transaction	1.0% of each transaction in U.S. Dollars
Penalty Fees	
• Late Payment	Up to \$20.00
• Over-the-Credit-Limit	None
• Returned Payment	None
Other Fees	
• Lost/Damaged Fee	\$20.00
• Phone payment fee	\$10.00 per occurrence if processed with a live representative. No charge if processed through the automated system.

*The prime rate used to determine your APR is the rate published in the Wall Street Journal on the 1st day of the prior month. The annual percentage rate may vary April 1 or October 1 of each year.
 Variable rate determined by adding 16.00% to the prime rate.
 How We Will Calculate Your Balance: We use a method called "average daily balance" (including new purchases). * See your account opening disclosures for more details.
 Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

CREDIT APPLICATION

Check Account Choice:
 (Signature required for joint applicant)

- Individual Account
 Joint Account
 (see co-applicant and signatures section)
 Credit Line Increase

Credit Limit Requested \$ _____

Visa[®]

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal laws require 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.

APPLICANT <small>Note: If applicable, applicant should be registered completely with the credit bureau.</small>	Last Name		First	Middle	Social Security Number		
	Date of Birth	No. of Dependents	Home Phone ()	Cell Phone ()	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Other <input type="checkbox"/>
	Current Address		City	State	Zip Code	How Long (yrs)	
	Mailing Address (if different from above)		City	State	Zip Code	How Long (yrs)	
	Previous Address (if less than 2 years at present address)		City	State	Zip Code	How Long (yrs)	
	Employer	Self Employed <input type="checkbox"/> Yes <input type="checkbox"/> No		Work Phone ()		Date Employed	
	Address		Position/Occupation			Monthly Gross Income \$	
Name and Address of Previous Employer (if less than 2 years at present employer)						How Long (yrs)	
Source of Additional Income: Income from alimony, child support or separate maintenance need not be revealed if it is not considered in determining creditworthiness						Amount per Month \$	
Nearest Relative (Not Living With You)				Home Phone ()	Relationship		
CO-APPLICANT <small>Note: If applicable, applicant should be registered completely with the credit bureau.</small>	Last Name		First	Middle	Social Security Number		
	Date of Birth	No. of Dependents	Home Phone ()	Cell Phone ()	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Other <input type="checkbox"/>
	Current Address		City	State	Zip Code	How Long (yrs)	
	Previous Address (if less than 2 years at present address)		City	State	Zip Code	How Long (yrs)	
	Employer	Self Employed <input type="checkbox"/> Yes <input type="checkbox"/> No		Work Phone ()		Date Employed	
	Address		Position/Occupation			Monthly Gross Income \$	
	Name and Address of Creditor		Name under Which Account is Carried	Account Number	Balance	Monthly Payment	
1. Home Mortgage/Rent							
2. Bank Credit Card/Bank Name and Address							
FOR INTERNAL USE ONLY	PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING. This statement is submitted to obtain credit and I/we certify that all information herein is true and complete. I/We agree that inquiries may be made to verify information and that credit references or verification may be given based on inquiries from other parties. This offer is subject to the credit policies of this institution. I/We agree to be bound by the terms and conditions of the cardholder agreement, a copy of which will be mailed to the applicant if this application is granted, receipt of such agreement and acceptance of such terms to be conclusively presumed by the applicant's use. If you intend to apply for joint credit, the undersigned shall be jointly and severally liable for any and all credit extended from time to time. We may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.						
	X	Applicant Signature	Date	X	Co-Applicant Signature	Date	
Date Approved		Credit Line		Approved By			

Pinnacle Bank, Papillion, NE 68046

FOLD AND SECURE WITH TAPE FOR MAILING

Application ©2009 FIS® 01/12

All contents are accurate at the time of printing, for changes that may have been made after printing please call (800) 369-7283.

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

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at the address shown on your monthly billing statement.

In your letter, give us the following information:

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

You must contact us:

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

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

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

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

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

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

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

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

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

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

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

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) at the address shown on your monthly billing statement.

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

PINNACLE BANK/BANK OF COLORADO

CREDIT CARD AGREEMENT

This Agreement, along with the Credit Application and Credit Disclosures comprises the Credit Agreement between you and Pinnacle Bank/Bank of Colorado. It applies to you and to all eligible users of your card(s). It is effective on the date your card is activated and terminates on the date of expiration shown on your card. Your signature on the credit card application means that you have read and agree to the terms of this Agreement. You acknowledge receipt of a copy of this Agreement.

A. WORDS OFTEN USED IN THIS AGREEMENT

In this Agreement, "We," "Us," and "Our" mean Pinnacle Bank/Bank of Colorado. "You" and "Your" mean each person who signs an application for, or otherwise requests, a credit card account with us. "Account" means your credit card account with us. "Card" means each credit card we issue to you for your Account.

B. AGREEMENT

You agree to the terms of this Agreement. When you use your Account or let someone else use it, you promise to pay the total amount of the transaction as well as any interest or fees that may be due. All amounts owed must be paid in United States dollars. You promise to do everything this Agreement requires of you. You will be legally bound by this Agreement if you sign an application to obtain credit from us, or if you sign a charge slip, or if you use or permit someone else to use the card. If the Account is a joint Account, you and the joint Account holder each will be bound by this Agreement and each of you will be jointly and individually responsible for repaying all amounts due under this Agreement. Any authorized user of your Account will, by such use of the Account, be bound by the terms of this Agreement.

If you want to cancel the authorized or permitted use of your Account by another person, you may either write us at the address or call us at the telephone number shown on your Statement. You understand and agree that we will be unable to determine whether any particular transaction on your Account has been conducted by you, your joint Account holder or the authorized user or if the transaction by the authorized user was indeed authorized by you or made for your benefit. If you fail to comply with any of the terms of this Agreement, we may declare all amounts you owe to be immediately due and payable, prohibit further transactions on your Account, cancel the card(s) and revoke any privileges associated with your Account.

C. HOW YOUR CARD MAY BE USED

Your card may be used at any place where credit cards are accepted. For your own protection, please sign the card before using it. Your signature on the card is not a prerequisite to your obligation to pay amounts incurred on your Account. If a card is lost or stolen, you must tell us at once. You must also tell us at once if you think someone used a card without your permission. You may either write us a letter or call us at the address and phone number shown on your Statement. Until you do, you may have to pay (up to \$50.00) for purchases made by anyone who used the card without your permission.

D. CREDIT LIMIT

Your Credit Limit is the total maximum amount we allow you to owe us at any time. You may not exceed any credit limit that we set for your Account. If you do use the Account for more than your Credit Limit, we can still charge you for all purchases, Finance Charges and other charges without giving up any of our rights under this Agreement. We may change your Credit Limit at any time.

E. PAYMENTS

You may pay all of your Account balance at any time without penalty. You must pay us at least the Minimum Payment Due for each Billing Period by the Payment Due Date shown on your monthly billing Statement. The Payment Due Date is the date the Minimum Payment Due is due to us and is shown on your billing Statement.

F. INTEREST

At the end of each day we will add new charges to your balance and subtract payments we receive, and other credits that may apply. Your Annual Percentage Rate (APR) is shown on the Credit Card Application.

G. GOVERNING LAW

This Agreement is governed by laws of the state in which our main office is located, and applicable federal law. This is the law we are speaking of when we refer to a term permitted or required by applicable law.

H. FEES

Fees that you may be charged for services provided are set forth in the Credit Disclosures section of the attached Credit Application. By executing the Application you agree to pay them when applicable.

I. DISPUTE RESOLUTION

We can delay enforcing our rights under this Agreement without losing them. If any provision of this Agreement is in conflict with applicable law, that provision will be considered to be modified to conform with applicable law. All disputes concerning this Agreement and use of cards issued pursuant to it will be resolved pursuant to federal and state law. We will promptly notify you once our investigation has been completed.

J. UNLAWFUL TRANSACTIONS

You agree that you will not use your Account for any transaction that is unlawful. In addition, we reserve the right to deny transactions or authorizations from merchants we determine are apparently engaging in the Internet gambling business or identifying themselves through the Card Transaction records or otherwise as engaged in such business.

K. CHANGE IN TERMS OF YOUR ACCOUNT

We can change or add to any terms of your Account at any time. We do not guarantee that the fees and the Annual Percentage Rates (APRs) on your Account are for any particular length of time. Future changes will be made in accordance with this Agreement and applicable law. We will provide you with such notice as is required by applicable law. You may cancel your card without penalty if you do not accept such changes, and you may pay off the existing balance under the account terms in place at time of cancellation.

L. CHANGE OF NAME, ADDRESS OR TELEPHONE NUMBER(S)

You are responsible for promptly notifying us of a change in your name, address (including any e-mail address at which you agree to be contacted), or telephone number(s) including any wireless telephone number(s).

Pricing Addendum

INTEREST RATES AND FINANCE CHARGES

Interest Rates

The APR is divided by 365 and rounded to the next highest hundred thousandth of a percentage point to determine your Daily Periodic Rate. The daily periodic rate is used to determine the amount of periodic interest rate charges.

Variable rates are determined by adding a specified amount ("Spread") to an Index (described below).

Index for Variable Rate Accounts

Index Information

For each billing cycle, variable APRs are calculated by adding a specified amount ("Spread") to the U.S. prime rate published in the Money Rates table of *The Wall Street Journal* that is in effect on the first day of the prior month ("Prime Rate"). The Annual Percentage Rate (APR) may vary April 1 or October 1 of each year. An increase in the Prime Rate will increase your applicable Daily Periodic Rates, which may increase the Interest Charge due on your Account and may increase the Minimum Payment Due. Each time any APR changes, we will apply it to any applicable balances.

Specific Rates and Fees may be determined based on your creditworthiness.

Visa Classic -Papillion	Visa Classic w/fee-Papillion	Master Card-Papillion	Visa Gold-Lincoln	Visa Classic-Lincoln
Purchase APR Prime plus 16.00%	Purchase APR Prime plus 16.00%	Purchase APR Prime plus 16.00%	Purchase APR 10.99% Fixed	Purchase APR 15.99% Fixed
Balance Transfer APR NA	Balance Transfer APR NA	Balance Transfer APR NA	Balance Transfer APR 10.99% Fixed	Balance Transfer APR 15.99% Fixed
Cash Advance APR Prime plus 16.00%	Cash Advance APR Prime plus 16.00%	Cash Advance APR Prime plus 16.00%	Cash Advance APR 10.99% Fixed	Cash Advance APR 15.99% Fixed
Penalty APR NA	Penalty APR NA	Penalty APR NA	Penalty APR NA	Penalty APR NA

Penalty APR: NA.

Interest and Finance Charges

Minimum Interest Charge: NA.

Paying Interest: Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. The interest on cash advances and/or balance transfers will begin on the transaction date.

Balance Transfer Fee: 0% -2% of the amount transferred.

Cash Advance Fee: 0% -2% of the amount advanced (\$2.00 minimum).

Foreign Transaction Fee: 1% of each transaction in U.S. dollars.

ACCOUNT FEES AND OTHER CHARGES

Annual Fee: \$0 - \$15.

Late Payment Fee: Up to \$25.

Over the Credit Limit Fee: NA.

Returned Payment Fee: NA.

Required insurance, debt cancellation or debt suspension coverage: NA

Phone Payment Fee: \$10.00 per occurrence if processed with a live representative. No charge if processed through automated system.

Lost/Damage Fee: \$0 - \$20.00

Balance Computation Method: The finance charges for the billing cycle are computed by applying the monthly periodic rate to the "average daily balance" of cash advances (and if applicable, purchases). To get the average daily balance, we take the beginning balance of your account each day, add any new purchases or cash advances, and subtract any payments, credits, non-accruing fees, and unpaid finance charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle.

Disclosure of Rates: The Daily Periodic Rate, which is used to determine your Interest Charges and the corresponding Annual Percentage Rate, may be variable rates, which may change semi-annually. The Daily Periodic Rate will be one-third hundred sixty fifth of the sums of the U.S. prime rate published in Money Rates table of *The Wall Street Journal* that is in effect on the first day of the prior month. ("Prime Rate"), plus a "Spread" of 16.00 percentage points for the Standard Rate. Any changes in the Prime Rate will increase your applicable Daily Periodic Rates, which may increase the Interest Charge due on your Account and may increase the Minimum Payment Due. Each time any APR changes; we will apply it to any applicable balances.