



CREDIT LINE ACCOUNT AGREEMENT AND DISCLOSURE

THIS IS YOUR CREDIT LINE ACCOUNT AGREEMENT AND IT INCLUDES NECESSARY FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENTS AND ANY SPECIAL INSTRUCTIONS REGARDING THE USE OF YOUR ACCOUNT. PLEASE READ THIS AGREEMENT CAREFULLY AND NOTIFY US AT ONCE IF ANY PARTS ARE UNCLEAR.

Interest Rate and Interest Charges

Annual Percentage Rate (APR) For Cash Advances	Line of Credit: Prime Rate plus Margin Your APR will vary with the market based on the Prime Rate.
Paying Interest	You will be charged interest from the transaction date.

Fees

Penalty Fees <ul style="list-style-type: none">Late ChargeReturned Payment	5.00% of the payment due (\$5.00 minimum - \$25.00 maximum) \$29.50
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How We Will Calculate Your Balance: We use a method called "daily balance." See Your Account Agreement for details.

Billing Rights: Information on Your rights to dispute transactions and how to exercise those rights is provided in Your Account Agreement.

DEFINITIONS. In this Agreement, the reference to "We", "Us", "Our" and "Credit Union" mean the Lender. The words "You" and "Your" mean each person accepting this Agreement. If this is a joint account, read singular pronouns in the plural.

FEATURE CATEGORIES. Your Account has Feature Categories as described herein with a listing of the Daily Periodic Rate, **ANNUAL PERCENTAGE RATE** and Minimum Periodic Payment applicable to each Feature Category.

Account Feature Categories	Minimum Monthly Payment (Payment Schedule)
Line of Credit (Including Overdraft Protection)	Your Minimum Monthly Payment will be established at the close of each billing cycle at an amount equal to 2.00% of Your then unpaid balance, subject to the lesser of \$20 or Your balance.
OVERDRAFT PROTECTION. We may transfer funds in necessary multiples (or in such increments as We may from time to time determine) to Your share draft account by an advance on Your Line of Credit Feature Category, subject to this provision, to clear any overdraft on Your share draft account. Whether or not such transfers occur will be controlled by this Agreement. In any event, You hold Us harmless for any and all liability which might otherwise arise if the transfer does not occur. Overdraft protection automatically ceases if this Agreement is ever cancelled or terminated or Your Account is in default.	
FEES AND CHARGES. You will be charged the following fees associated with the use of Your Account: (a) \$29.50 for any check (or other negotiable instrument used for payment) which is returned unpaid; and (b) the lesser of 5.00% of the payment due or \$25.00 (subject to a minimum of \$5.00) for each payment that is more than 15 days past due.	
ARBITRATION (Except for Credit Subject to the Military Lending Act (MLA)). In the event of default under this Agreement, We may, at Our sole and exclusive option, pursue Our remedies by filing a legal action to recover any amounts owed under this Agreement, or We may initiate arbitration proceedings.	
If We elect arbitration to resolve any controversy or claim arising out of Your default under this Agreement, such arbitration shall be administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitration shall be governed by the laws of the state in which Our principal office is located, and arbitration shall take place in the area in which Our principal office is located. Time is of the essence for any arbitration under this Agreement. Arbitration hearings shall take place within 90 days of the request for arbitration, and awards shall be rendered within 60 days of the conclusion of the arbitration proceedings. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All parties hereby waive and give up all rights to a jury trial or class action relief.	
VARIABLE RATE. All advances are subject to a Variable Rate which is based on the highest Prime Rate as published in the Money Rates Section of The Wall Street Journal in effect on the 15th day of each calendar month ("Index") plus ("Margin"). The Index plus the Margin equals the Interest Rate. Changes in the Index will cause changes in the Interest Rate on the 1st day of each month that immediately follows a change in the Index. Increases or decreases in the Interest Rate will cause like increases or decreases in the Finance Charge and will affect the number of Your regularly scheduled payments. Your Interest Rate will never be less than 4.00% nor greater than 18.00% and will apply to Your remaining principal balance.	

PROMISE TO PAY. You, as the Borrower, under a Credit Line Account ("Account"), understand that the following Federal Disclosure Statement and the terms and conditions found herein constitute Our Agreement with You. You may request advances on Your Account through a variety of means which could include (but may not be limited to) telephonic requests, advance request forms, vouchers, checks, charge slips, Convenience Checks, check cards, ATM cards, wire transfers, direct transfers and/or wire transfers to specific payees identified by You, direct transfers to Your share/share draft or other Credit Union account and the like. Regardless of the means by which any advance is made, You promise to pay Us all amounts charged to Your Account by You or by any user who has access to Your Account, with actual, apparent or implied authority for use of Your Account, including Finance Charges and other fees or charges described herein.

ADVANCES. Whenever You request a transaction, We may require You to prove Your identity. Advances made on Your Account will be processed according to the instructions You give Us (such as by wire transfer, direct transfer to Your Credit Union account or by other such means) and You authorize Us to do this, or We may draw a draft or check made payable to You and mail it to You. When the amount advanced appears on a subsequent statement, that will be conclusive evidence of Your advance request unless You notify Us that You disagree with any such item appearing on Your periodic statement according to the provision of this Agreement titled "Your Billing Rights: Keep this Document for Future Use". You understand that whether or not any specific secured advance request is approved may be determined by how much equity You have or will have in the shares, certificates and/or collateral offered as security.

LINE OF CREDIT LIMIT. We will notify You of the Credit Limit(s) for Your Account. We expect that You will make repeated advances on Your Account and unless You are in default, Your Credit Limit will generally be self-replenishing as You make payments. You will keep Your unpaid balance within Your Credit Limit, and You will pay any amount over Your Credit Limit on Our demand whether or not We authorize the advance which caused You to exceed Your Credit Limit. Even if Your unpaid balance is less than Your Credit Limit, You will have no credit available during any time that any aspect of Your Account is in default.

JOINT ACCOUNTS. Each Borrower will be responsible, jointly and severally, for the repayment of amounts owed.

FINANCE CHARGES. A Finance Charge will be assessed on the unpaid principal balance(s) of Your Account for the period such balance is outstanding. Balance(s) change each time advances are made, payments are made, or credits given. The Finance Charge begins to accrue on the date of each advance and there is no grace period.

HOW TO DETERMINE THE FINANCE CHARGE. The Finance Charge is determined by multiplying Your unpaid balance at the close of each day in the billing cycle being accounted for by the applicable Daily Periodic Rate, after payments, credits and unpaid Finance or Late Charges have been subtracted and new advances, insurance premiums or other charges have been added to Your unpaid balance. These daily Finance Charges are then added together and the sum is the amount of Finance Charge owed.

MINIMUM MONTHLY PAYMENTS. Though You need only pay the Minimum Monthly Payment, You understand that You have the right to repay or prepay Your Account at any time without penalty. You may make larger payments without penalty at any time. Any partial payment or prepayment of Your Account will not delay Your next scheduled payment. All payments to Us must be in lawful money of the United States. Payments will be applied first to any Finance Charges due, then to Late Charges owing, then to the outstanding principal balance. Any unpaid portion of the Finance or Late Charge will be paid by subsequent payments and will not be added to the principal. You understand that any delay in the repayment of Your unpaid balance will increase Your periodic Finance Charges and any acceleration in the repayment of Your unpaid balance will decrease Your Finance Charges.

SECURITY. As permitted by law, to secure all transactions under this Agreement in either joint or individual Accounts, We have the right to impress and enforce a statutory lien against Your shares and/or other funds on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends and interest due or to become due to You from Us to the extent that You owe any unpaid balance on Your Account(s) and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

Whether additional Collateral will be required depends on the type of advance You request. If You request an advance under a Feature Category which describes personal property, that property, including the proceeds of the sale of such property, must also be given as Collateral. For example, a Feature Category called "New Car Advances" means the Collateral will be a new car. The fact that We are acquiring a security interest in certain property and/or Certificate(s) will be disclosed in the "Credit Line Account Advance Request and Security Agreement" form related to any initial advance. You will be provided a copy of that form at the time You receive the initial advance for any secured Feature Category.

Except for Our security interest, any Collateral pledged as security for Your Account is owned free and clear from any liens, adverse claims, security interests or encumbrances. Without Our express written consent, no other liens, security interests or encumbrances will be allowed to attach to the Collateral. You agree to inform Us immediately if the attach to the Collateral. You agree to inform Us immediately if the Collateral is to be moved from the address We have on file for You or such other address at which You have informed the Credit Union the Collateral is now located.

The Collateral will not be sold or otherwise transferred and at all times the Collateral will be kept in good repair. The Collateral shall not be used for any unlawful purpose. We shall receive Your full cooperation in obtaining everything that We require to place and/or maintain Our security interest and/or lien in the Collateral. We may examine and inspect the Collateral at any time, wherever located. All taxes or assessments on the Collateral shall be paid as they come due; if not paid, We may pay them and will be entitled to reimbursement or alternatively, charge that amount to Your Account, under the related Feature Category.

You acknowledge that You own any certificates, shares and/or Collateral pledged as security and that there are no other liens against them other than Ours. You agree to perform all acts which are necessary to make Our security interest in the certificates, shares and/or Collateral being pledged enforceable.

For advances under Your Certificate Secured Feature Category, all certificates which are pledged as Collateral must be renewed until Your outstanding Account balance is paid in full. Failure to renew any certificates securing any advance will cause Your entire outstanding Account balance to become immediately due and payable.

STOCKS AND/OR BONDS AS SECURITY. To the extent that the Collateral may consist of securities, You agree that any new or additional securities that may be issued to You evidencing increases in the Collateral, such as stock splits or the like, will be deemed an increment to the Collateral and will, to the extent received by or placed under Your control, be held or controlled in trust for Us and will be promptly delivered to Us (in form of transfer) to be held by Us. If the value of the stocks or bonds declines, causing the Credit Union to be under-secured on Your Account, You agree to: (a) immediately provide the Credit Union additional Collateral in order to fully secure the Credit Union or; (b) immediately decrease Your balance to an amount specified by Us, in order to maintain a security interest in the stocks or bonds securing Your Account that corresponds to Our underwriting guidelines. If You fail to immediately provide additional Collateral or decrease Your balance on demand by Us, You will be in default under the terms of this Agreement.

OTHER SECURITY. Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

ACCOUNT RESTRICTIONS. In order to receive and maintain a Share Secured, Certificate Secured or Stock Secured Feature Category, You agree to give Us a specific pledge of Shares, Stocks or Certificates. Your Credit Limit will be equal to a percentage of the Shares, Certificates or Stock pledged for Your Account. In the event that You default on Your Account, We may apply these Shares, Stocks or Certificates toward the repayment of any amount owed on Your Account. To be certain that Your entire balance and all advances on Your Account are paid, any Shares, Certificates or Stock pledged may not be available for 30 days after You have cancelled Your Account and paid Your balance in full.

PERIODIC STATEMENTS. On a regular basis, You will receive a statement showing all transactions on Your Account including amounts paid and borrowed since Your last statement. We will mail You a statement each month in which there is a debit or credit balance or when a Finance Charge is imposed. We need not send You a statement if We feel Your Account is uncollectible or if We have started collection proceedings against You because You defaulted. EACH STATEMENT IS DEEMED TO BE A CORRECT STATEMENT OF ACCOUNT UNLESS YOU ESTABLISH A BILLING ERROR PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT.

DEFAULT. You will be in default if: (a) You do not make any payment or perform any obligation under this Agreement, or any other agreement that You may have with Us; or (b) You should die, become involved in any insolvency, receivership or custodial proceeding brought by or against You; or (c) You have made a false or misleading statement in Your credit application and/or in Your representations to Us while You owe money on Your Account; or (d) A judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with Us; and/or (e) We should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, We may, to the extent permitted by law, cancel Your rights under this Agreement, require the return of all access devices and declare the entire balance of every Feature Category of Your Account immediately due and payable, without prior notice or demand. If Your entire Account balance is not then paid immediately upon default, and if permitted by law, the Collateral shall be voluntarily surrendered to the Credit Union at a time and place acceptable to it. If this

is not done, to the extent permitted by law, the Credit Union may enter the premises where the Collateral is located and take possession of it and the Credit Union may assert the defense of a superior right of possession as the holder of a security interest to any offense of alleged wrongful taking and conversion. The Credit Union may sell or dispose of the Collateral in any manner permitted by law, and any resulting deficiency on Your Account shall be immediately paid to the Credit Union. You further agree that We may, if necessary and at Our option, improve the Collateral from the state that it is in at the time of repossession to a state that is considered reasonable and customary for normal use of the Collateral and You agree to reimburse Us for any and all costs incurred in the course of such improvements.

PROPERTY INSURANCE. You promise to maintain property insurance in an amount necessary to protect Our security interest in the Collateral, with Us named as loss payee for Our protection. Such insurance shall protect against loss by fire, theft, and collision, and will provide "all risks" hull insurance in the case of aircraft or boats and accessories thereto, if any. You may provide the required property insurance through an existing policy or by a policy You independently obtain and pay for from a person of Your own choosing, providing such person is reasonably acceptable to Us. You agree to deliver satisfactory evidence of the insurance policy to Us within any time period specified in any notice from Us or on Our behalf.

Unless You provide evidence of the insurance coverage required by Your Agreement with Us, We may purchase insurance at Your expense to protect Our interests in the Collateral. This insurance may, but need not, protect Your interests. The coverage that We purchase may not pay any claim that You make or any claim that is made against You in connection with the Collateral. You may later cancel any insurance purchased by Us, but only after providing evidence that You have obtained insurance as required by this Agreement. If We purchase insurance for the Collateral, You will be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges We may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance You may be able to obtain on Your own. In any case, We have the authority to obtain, adjust, settle or cancel insurance and may endorse any party's name on any draft.

If we obtain any necessary insurance, Your payment may be increased and/or We may demand that You pay the cost in a single lump sum.

COLLECTION COSTS. To the extent permitted by law, You will reimburse Us for all of Our costs and expenses, including reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or for the recovery of any Collateral.

ENFORCEMENT. We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

NOTIFICATION OF ADDRESS CHANGE. You will notify Us promptly if You move or otherwise have a change of address.

CHANGE IN TERMS. We may change the terms of this Agreement by mailing or delivering to You written notice of the changes as prescribed by the Federal Truth-In-Lending Act. To the extent permitted by law, the right to change the terms of this Agreement includes, but is not limited to, the right to change the periodic rate applicable to Your unpaid balance and/or future advances.

CONSENT TO AGREEMENT. You acknowledge a receipt of a copy of this Agreement. By signing the application or by authorizing another to use Your Account, You agree to and accept its terms.

INTEGRATED DOCUMENTS. Any separate sheet of paper labeled "Additional Disclosure - Federal Truth-In-Lending Act" and/or "Advance Request" which is delivered together with this Agreement or provided later, becomes an integrated part of this Agreement.

UPDATING AND DISCLOSING FINANCIAL INFORMATION. You will provide facts to update information contained in Your original Account application or other financial information related to You, at Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

DEBT PROTECTION. Debt protection is not required for any extension of credit under this Agreement. However, You may purchase any debt protection available through Us and have the costs added to Your outstanding balance. If You elect to do so, You will be given the necessary disclosures and documents separately.

TERMINATION. Either You or We may cancel Your Account at any time, whether or not You are in default. You will, in any case, remain liable to pay any unpaid balances according to the terms of Your Account.

GOVERNING LAW. This Agreement is controlled and governed by the laws of the state in which it is written except to the extent that such laws are inconsistent with controlling federal law.

ORAL AGREEMENTS. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect You (borrower(s)) and Us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between Us, except as We may later agree in writing to modify it.

Your Billing Rights: Keep this Document for Future Use

This notice tells You about Your rights and Our 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 Our address shown in this Agreement. 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. 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 of 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 \$50.00 of the amount You question even if Your bill is correct.