

OVERDRAFT PROTECTION ACCOUNT



Blackhawk
BANK & TRUST

<i>Truth-in-Lending Disclosure</i>	
Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for All Transactions	18%
Paying Interest	I will be charged interest from the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: http://www/consumerfinance.gov/learnmore
Fees	
Set-up and Maintenance Fees <ul style="list-style-type: none">Semiannual Fee	\$30.00 (for Business Accounts) \$10.00 (for Consumer Accounts)
Transaction Fees <ul style="list-style-type: none">Transaction/Cash Advance Fee	\$5.00 for each advance.
Penalty Fees	None

How You Will Calculate My Balance: You use a method called "daily balance." I can see my account agreement for more details.

Billing Rights: Information on my rights to dispute transactions and how to exercise those rights is provided in my account agreement.

BLACKHAWK OVERDRAFT PROTECTION AGREEMENT

If you approve my Blackhawk Overdraft Protection Application you will notify me of my Credit Limit, and I agree as follows:

DEFINITIONS. In this Agreement, these terms have the following meanings.

Pronouns. The pronouns "I," "me," and "my" refer to all Applicants applying for this Blackhawk Overdraft Protection Line of Credit, jointly and individually, and each other person or legal entity that agrees to pay this Agreement. "You" and "your" refer to the Lender, or any person or legal entity that acquires an interest in the Line of Credit.

Agreement. Agreement refers to this Blackhawk Overdraft Protection Agreement, and any extensions, renewals, modifications or substitutions of it.

Billing Cycle. Billing Cycle means the interval between the days or dates of regular periodic statements.

Credit Limit. Credit Limit means the maximum amount of principal you will permit me to owe you under this Line of Credit, at any one time.

Line of Credit. Line of Credit refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

Loan Account Balance. Loan Account Balance means the sum of the unpaid principal balance advanced under the terms of this Agreement, interest or other finance charges, fees, and other charges that are due, and other amounts advanced to me or others under the terms of this Line of Credit.

Property. Property means any real or personal property that secures my obligations under this Line of Credit.

Transaction Account. Transaction Account means the account that I have agreed to maintain with you in connection with this Line of Credit. The Transaction Account number is referenced in my Application.

Other important terms are defined throughout this Agreement.

PROMISE TO PAY. I promise to pay to you or your order, at your address, or at such other location as you may designate, so much of the Credit Limit as may be advanced under this Agreement, plus interest or other finance charges, fees, charges, costs and expenses as described in this Line of Credit.

AGREEMENT TERM. I may request advances from the date you approve my Application until the Agreement is terminated.

ADVANCES. I request advances by drawing my Transaction Account below \$0.00 (Triggering Balance). During the term of this Agreement I will maintain my Transaction Account with you. You will make the advance by depositing the advance amount in my Transaction Account. You will record the amount as an advance and increase my Loan Account Balance.

ADVANCE LIMITATIONS. My ability to request and access advances is subject to the following limitations.

- **Minimum Advance.** When I request an advance, the minimum amount you will advance will be \$100.00 (Minimum Advance). You will, subject to the limitations contained in this Agreement, advance either the Minimum Advance, or the smallest multiple of the Minimum Advance necessary to cover my request. Please note: Partial transfers will occur if funds are not sufficient to meet the transfer increment, even if they will not fully cover the overdrawn item(s). The transfer fee stated in this section will be charged for partial transfers under this agreement.

CREDIT LIMIT. Subject to the terms and conditions of this Agreement, I may borrow on this Line of Credit up to the Credit Limit. I agree not to request or obtain an advance that will cause the unpaid principal of my Loan Account Balance to exceed the Credit Limit. I understand that you will not ordinarily grant a request for an advance that would cause the unpaid principal of my Loan Account Balance to be greater than the Credit Limit, but that you may, at your option, grant such a request without obligating yourselves to do so in the future. My Credit Limit will not be increased if I overdraw the Line of Credit. If I exceed the Credit Limit, I agree to pay the amount by which the unpaid principal of my Loan Account Balance exceeds the Credit Limit immediately, even if you have not yet billed me.

COMPUTATION OF INTEREST CHARGES. Interest charges begin to accrue immediately when you make an advance to me. To figure the interest charge for each Billing Cycle, a daily periodic rate is multiplied by the Daily Balance of my Loan Account Balance each day. To figure the Daily Balance, you first take my Loan Account Balance at the beginning of each day, and add any new advances, and subtract any payments or credits that apply to debt repayment, and any unpaid interest or other finance charges, fees, and charges. This gives you the Daily Balance.

PERIODIC RATE AND ANNUAL PERCENTAGE RATE. The periodic rate used in calculating the Interest Charge is .000493%, which corresponds to an Annual Percentage Rate of 1B%.

FEES AND CHARGES. I agree to pay the following additional fees and charges:

- **Transaction/Cash Advance Fee.** A transaction fee of \$5.00 for each advance you make to me under this Agreement. This fee will be added to my Loan Account Balance at the time you make the advance.
- **Semiannual Fee (For Business Accounts).** A fee of \$30.00 due semiannually in order to continue this Line of Credit. You will deduct this amount from my Transaction Account semiannually.
- **Semiannual Fee (For Consumer Accounts).** A fee of \$10.00 due semiannually in order to continue this Line of Credit. You will deduct this amount from my Transaction Account semiannually.

PAYMENT DATE. During the term of this Agreement, a Minimum Payment will be due on or before the Payment Date indicated on my periodic statement for any Billing Cycle in which there is an outstanding balance on my account. My Minimum Payments will be due monthly.

MINIMUM PAYMENT. On or before each Payment Date, I agree to make a payment of at least the Minimum Payment amount. The Minimum Payment will equal any amount past due, any fees and charges that are due, and 2% of the principal balance outstanding on the last day of the Billing Cycle or \$50.00, whichever is greater. The minimum payment will be rounded to the nearest \$.01.

ADDITIONAL PAYMENT TERMS. If my Loan Account Balance on a Payment Date is less than the Minimum Payment amount, I must pay only the amount necessary to reduce the Loan Account Balance to zero. If I otherwise fail to fully pay the Minimum Payment amount, you may, but are not required to,

advance money to me to make the payment. All the terms of this Agreement would apply to such an advance. I can pay off all or part of what I owe at any time. I must continue to make my periodic Minimum Payment so long as I owe any amount.

Unless otherwise agreed or required by law, payments and other credits will be applied first to any charges I owe other than principal and interest charges, then to any interest charges that are due, and finally to principal. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment.

AUTOMATIC WITHDRAWAL. I authorize you to automatically withdraw the Minimum Payment from my Transaction Account on each Payment Date. If my Transaction Account does not have enough money in it to fully pay the Minimum Payment amount, you may, but are not required to, advance money to me to make the payment. All the terms of this Agreement would apply to such an advance. If my Loan Account Balance is less than the Minimum Payment amount, you will withdraw only the amount necessary to reduce my Loan Account Balance to zero.

SECURITY. Property securing any other loans that I have with you may also secure this Agreement. However, no agreement creating a security interest in my dwelling will secure the payment of this Line of Credit.

COMMISSIONS. I understand and agree that any insurance premiums paid to insurance companies as part of this Agreement will involve money retained by you or paid back to you as commissions or other remuneration. In addition, I understand and agree that some other payments to third-parties as part of this Agreement may also involve money retained by you or paid back to you as commissions or other remuneration.

DEFAULT. To the extent permitted by law, I will be in default if any of the following occur:

1. **Payments.** I fail to make a payment when due;
2. **Insecurity.** Anything else happens that causes you to reasonably believe that the prospect of payment or performance is impaired.

REMEDIES. After I default, and after you give any legally required notice and opportunity to cure the default, you may at your option, to the extent permitted by law, do any one or more of the following:

1. **Termination and Acceleration.** You may terminate this Line of Credit and make all or any part of the amount owing by the terms of this Agreement immediately due.
2. **Sources.** You may use any and all remedies you have under state or federal law.

Except as otherwise required by law, by choosing a remedy you do not give up your right to use another remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after Default, to the extent permitted by law, I agree to pay all expenses of collection, enforcement or protection of your rights and remedies under this Line of Credit. Expenses include reasonable attorneys' fees. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

AMENDMENTS. To the extent permitted by law, you may amend or change any term of this Agreement upon appropriate advance notice as required by law.

TERMINATION. Either you or I may, unless prohibited by law, terminate this Line of Credit at any time by giving written notice to the other. Termination by one Applicant terminates the Line of Credit for all Applicants. Termination will not affect my obligation to repay advances made prior to the termination.

WAIVERS. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor. No delay or forbearance on your part in exercising any of your rights or remedies will be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

PERIODIC STATEMENTS. If I have an outstanding balance on my account or have any account activity, you will send me a periodic statement at the end of each Billing Cycle. This periodic statement will reflect, among other things, credit advances, interest charges, other fees and charges, payments made, other credits, my previous account balance and my new account balance. The periodic statement will also identify my Minimum Payment for the cycle, the date it is due (Payment Date), and any other specific payment requirements.

JOINT AND INDIVIDUAL LIABILITY. If my Transaction Account is a joint account, all persons on the Transaction Account have signed the Application and read this Agreement. My obligation to pay this Line of Credit is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on this Line of Credit, or any number of us together, to collect on this Line of Credit. You may make an advance upon the request of any one person signing the Application or authorized to sign on the Transaction Account.

INTEGRATION AND SEVERABILITY. This Agreement is the complete and final expression of the agreement, and it may not be modified by oral agreement. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

NOTICE. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address, or to any other address designated in writing. Notice to one Applicant will be deemed to be notice to all Applicants. I will inform you in writing of any change in my name, address or other Application information. Your address is Blackhawk Bank & Trust, 301 W 4th Street, PO Box 1100, Milan, IL 61264-1100.

CREDIT INFORMATION. I agree to supply you with whatever information you reasonably feel you need to decide whether to continue this Line of Credit. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

APPLICABLE LAW. This Agreement is governed by the laws of Illinois and the United States of America.

**My Billing Rights: Keep this Document
for Future Use**

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

**What To Do If I Find a Mistake on
My Statement**

If I think there is an error on my statement, I will write to you at the address listed on my bill. In my letter, I will give you the following information:

- Account information: My name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If I think there is an error on my bill, I will describe what I believe is wrong and why I believe it is a mistake.

I must contact you:

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

I must notify you of any potential errors in writing. I may call you, but if I do you are not required to investigate any potential errors and I may have to pay the amount in question.

**What Will Happen After You Receive
My Letter**

When you receive my letter, you must do two things:

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

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

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

After you finish your investigation, one of two things will happen:

- If you made a mistake: I will not have to pay the amount in question or any interest or other fees related to that amount.

If you do not believe there was a mistake: I will have to pay the amount in question, along with applicable interest and fees. You will send me a statement of the amount I owe and the date payment is due. You may then report me as delinquent if I do not pay the amount you think I owe.

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

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

My Rights If I Am Dissatisfied With My Credit Card Purchases

If I am dissatisfied with the goods or services that I have purchased with my credit card, and I have tried in good faith to correct the problem with the merchant, I 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 my home state or within 100 miles of my current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if my purchase was based on an advertisement you mailed to me, or if you own the company that sold me the goods or services.)
2. I must have used my credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses my credit card account do not qualify.
3. I must not yet have fully paid for the purchase.

If all of the criteria above are met and I am still dissatisfied with the purchase, I will contact you in writing at the address listed on my bill.

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

LIABILITY FOR UNAUTHORIZED USE OF A CREDIT CARD

Generally: If I notice the loss or theft of my ATM Card or a possible unauthorized use of my card, I should write to you immediately at the address listed on my bill, or call you at the telephone number listed on my bill.

I will not be liable for any unauthorized use that occurs after I notify you. I may, however, be liable for unauthorized use that occurs before my notice to you. In any case, my liability will not exceed \$50.

If my ATM or debit card is used for an unauthorized electronic fund transfer, my liability will be as described in the disclosures I received with my card.

Limits on Liability for Debit Card: Unless I have been grossly negligent or have engaged in fraud, I will not be liable for any unauthorized transactions using my lost or stolen Debit Card. This limit on liability does not apply to commercial credit cards, to ATM transactions outside of the United States, to ATM transactions not processed over MasterCard® or Plus networks, or to Personal Identification Number (PIN) transactions which are not processed by MasterCard®. Visa is a registered trademark of Visa International Service Association.

If I am liable for unauthorized transactions, my liability will not exceed \$50. In addition, even in these circumstances I will not be liable for unauthorized transactions that occur after I notify you of the loss, theft or possible unauthorized use by writing to you at the address listed on my bill, or by calling you at the phone number listed on my bill.

If my ATM or debit card is used for an unauthorized electronic fund transfer, my liability will be as described in the disclosures I received with my card.