

BORROWER'S NAME	ACCOUNT NUMBER
CO-BORROWER'S NAME	

"You", "Your" and "Borrower", means any person who executes the Plan by signing the Loan Application and Agreement to Terms, or any person who endorses a proceeds check or otherwise accepts, accesses, or uses Plan funds. "We", "us", "our" or "Credit Union" means the Credit Union named above.

How the Plan Works. This Consumer Lending Plan has a variety of subaccounts under which you may take various types of loans (called "advances"). Some subaccounts may be revolving (e.g., Personal Line of Credit). The credit available under these subaccounts will replenish as you pay down the balances. Other subaccounts are single-advance subaccounts such as New Auto. These subaccounts will not replenish and will have a set term.

Binding Contract. This Consumer Lending Plan, which includes the Credit Agreement, Security Agreement, Truth-in-Lending Statement, and all Advance Receipts ("Plan"), becomes a binding legal contract with regard to each advance as soon as you take an advance, and will govern the terms of all loans that you obtain under the Plan. You only sign once to open the Plan; thereafter, you may request additional advances without signing any paperwork unless requested by us. You become obligated on a particular advance when you receive the advance proceeds or the benefits thereof.

By signing the Loan Application and Agreement to Terms, you are:

1. **Agreeing to repay all loans you take.** All loans you take under the Plan must be paid back, even if you don't sign any paperwork at the time of the loan.
2. **Pledging your shares and deposits in the Credit Union.** If you default, we may apply the shares and deposits in your accounts to the amount you owe us. We may also prevent you from withdrawing shares or deposits if you are in default, or, in the case of a share-secured or deposit-secured loan, if such withdrawal would cause your balance to fall below what you owe. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged. Please see the Security Agreement for complete details.
3. **Granting a security interest in all property you purchase or otherwise pledge.** If you default on any subaccount under the Plan, we may seize and sell any property you have purchased or pledged under that subaccount or any other subaccount. **Cross-Collateralization:** All other collateral you have pledged for any other loan with us (except your home and household goods) will also secure this Plan. **Release of Lien:** We will not release a lien on any of the collateral you have pledged if you are delinquent or in default on any of your subaccounts. For example: if you are in default of your line of credit subaccount, we will not release our lien on your vehicle loan, even if the vehicle loan is paid in full. Please see the Security Agreement for complete details.

Interest Rates and Fees. The rates and fees that apply to your subaccounts are disclosed on the separate Truth-in-Lending Statement and/or Advance Receipt.

BORROWER'S ACKNOWLEDGEMENT & SIGNATURES

By signing the Loan Application and Agreement to Terms, you agree to the terms and conditions of the Consumer Lending Plan.

IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time of this advance you are a member of the military or a dependent (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations), and: (a) your advance is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the advance; or (b) this advance is made for the purchase of a vehicle or personal property, and you also receive additional "cash out" financing (e.g., to pay off negative equity on a trade-in or you otherwise receive additional cash).

1. **NOTICE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1-800-873-5100 during our normal business hours: Monday-Friday 8:30am-6:00pm.
2. This advance will not be secured by a consensual lien on shares or deposits in any of your accounts unless you specifically agree to establish an account in connection with this advance ("Secured Account"). Only funds deposited into the Secured Account after the advance is made will secure this advance. Any cross-collateralization provision contained in your credit or membership documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act. However, with regard to this advance, we still reserve our statutory lien rights and any resulting rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this advance. Any contract terms in your credit, security, or membership agreements that contradict the above with regard to this advance are hereby deleted.
3. Your advance is not subject to mandatory arbitration and therefore any reference to mandatory arbitration in this Credit Agreement and Security Agreement shall not apply to your advance.
4. If you are a Louisiana resident, the Louisiana-specific provisions contained in the Security Agreement do not apply to your advance.

Agreement to Terms and Promise to Pay: By signing the Loan Application and Agreement to Terms or any advance proceeds check, and/or by accepting, retaining, using, or accessing any proceeds under this Plan, you agree to the terms and conditions of the Consumer Lending Plan, Credit Agreement, Security Agreement, Truth-in-Lending Statement, and all Advance Receipts, or similar document, and any future amendments thereto, and promise to pay all amounts due.

Endorsement of Proceeds Check: By endorsing an advance proceeds check, you are agreeing to the terms of the Consumer Lending Plan and Advance Receipt, and are granting a security interest in the collateral described in the Advance Receipt. The terms of the advance proceeds check and the Advance Receipt, including the collateral description, are subject to the terms of the Plan.

Purchase of Optional Products: If offered, you may apply for optional loan protection products such as credit insurance, debt protection, or Guaranteed Asset Protection (GAP). These products are voluntary and are not required to obtain a loan from us. The premium or fee for the product(s) will be added to the outstanding balance and becomes part of your minimum monthly loan payment. We will retain a portion of this fee as compensation for providing this service. Purchase of optional products may extend the time it takes to pay off your outstanding balance(s). Once you purchase credit insurance or debt protection, all subaccounts under the Plan will be covered, unless you tell us otherwise.

How to Compute the Interest Charge: (open-end loans): The Interest Charge begins to accrue on the date of each advance and accrues for each day the balance remains unpaid. The unpaid balance for each day is multiplied by the applicable daily periodic rate to determine the Interest Charge for that day. The sum of these daily charges is the Interest Charge. The unpaid balance is the outstanding balance at the close of business after all transactions have been entered.

Access to Plan: You may request advances under this Plan in any manner allowed by us. We may refuse to make any advance for any reason permitted by applicable law. This Plan has two types of subaccounts: (a) open-end revolving line of credit subaccounts under which the credit available will be replenishing as you pay the outstanding balance; and (b) closed-end single-advance subaccounts which will not replenish and will have a set repayment term (e.g., vehicle loan).

(a) **Open-end Advances:** If approved, you may obtain a revolving line of credit account under this Plan. You will receive open-end disclosures setting forth interest rate, fees, credit limit and other information pertaining to the line at the time you open the line of credit account. You may take advances from the line up to your approved credit limit, re-pay amounts, and continue to access credit up to the credit limit so long as you are not in default on the account. If your credit standing deteriorates, we may suspend your line, increase your rate, or take other actions in accordance with applicable law.

(b) **Closed-end Advances:** You may request closed-end advances under this Plan from time to time. If approved, you will receive an Advance Receipt setting forth closed-end disclosures regarding the annual percentage rate, fees, collateral, and other information pertaining to that advance. If you find the terms acceptable, you may consummate the loan by retaining or using the advance proceeds (such as by cashing the proceeds check or accepting a vehicle purchased with the proceeds). All terms and conditions of this Plan will be effective for a particular advance as of the date of that advance.

Late Fees and Other Charges: You agree to pay all fees and charges imposed under the Plan in the amount(s) disclosed on the Truth-in-Lending Statement, which fees may increase from time to time. Such fees shall be added to your outstanding balance and your minimum payment may increase or your loan term may be extended.

Overdraft Protection: If you request Overdraft Protection, any overdrafts on your checking account will be added to your line, even if the owner or authorized user of the checking account who causes the overdraft is not a borrower on the line.

Perfection of Security Interest; Increase in Rate; Fee; Default: If you fail to perfect our lien, we may take the necessary steps to do so and charge you a filing fee. This fee will be in the amount charged by the state and will be added to your loan balance. If you do not provide the title or other required documentation to the collateral within 30 days of the loan date, or we are otherwise unable to perfect our lien on the collateral pledged for the loan, the **ANNUAL PERCENTAGE RATE** for that loan shall increase to 15%. Your minimum monthly payment shall also increase accordingly. We may also, at our option, consider the loan to be in default and can call the loan immediately due and payable, in which case you must pay the entire amount due in one lump sum. We may waive or delay our right to declare default or to raise the rate at any time without losing those rights.

Payments: The minimum monthly payment and due date will be set and disclosed at the time each advance is made. You may pay the outstanding balance in full or pay more than the minimum due at any time without penalty.

Skip Payment: If we make a skip payment option available, you may skip making your payment(s) for certain month(s). If you choose this option, interest will continue to accrue, but no late payment charges will be imposed during the skip period. All credit terms applicable immediately prior to the skip period will again apply once the skip period has expired.

Default: You shall be considered in default if we should, in good faith, believe that prospect of payment, performance, or our security interest in, or realization, of the collateral is impaired. You shall also be in default if: (1) you break any promise made under this Plan; (2) you do not use the loan proceeds for the purpose stated in your advance request; (3) you die; (4) you file a petition in bankruptcy, insolvency, or receivership or are put involuntarily into such proceedings; (5) if the collateral is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; (6) you do not make your required payments on time; (7) anyone is in default of any security agreement given in connection with the Plan; (8) you commit fraud or make any false or misleading statements in connection with this Plan; (9) you are in default of any other loan or security agreement you have with us; (10) you use the Plan for any illegal purpose or transaction as determined by applicable law. Any one of the foregoing events shall evidence a reasonable belief that prospect of payment, performance or realization of the collateral is impaired.

Actions Upon Default: If you default, we may declare all amounts immediately due and payable, and you must immediately pay us the total unpaid balance, as well as the Interest Charge to date, any late charges and all collection costs permitted under law. The balance in default shall bear interest at the highest rate permitted by applicable law. If your state law requires a notice of default and an opportunity to cure that default, these rights will be afforded to you before we exercise our remedies.

Costs of Collection: You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. *The following applies to all borrowers except Wisconsin borrowers:* Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not our salaried employee in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the credit union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. *For Alabama borrowers:* attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. *For Georgia borrowers:* attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.

Borrower Responsibility: You must notify us of any change in your name, address, employment, financial situation or credit standing, and you must provide us any additional financial information we request. To prevent identity theft, you may be required to verify any change in your address. You shall not request an advance if you know or should have known that you cannot pay it back.

Joint Plans: If this Plan has more than one borrower, each of you is individually and jointly responsible for paying all amounts owed. We can enforce our rights against one or all of you. If you give us inconsistent instructions, we can refuse to follow those instructions or follow the instruction of our choosing. Unless our written policy requires all of you to sign for an advance, each of you may obtain advances individually and each agrees to repay advances made to the other(s). Any notice mailed to one shall be considered notice mailed to all. Any of you can remove yourself from responsibility as a co-borrower by notifying us in writing, unless such removal would violate our policy or regulations. In such a case the Plan may be terminated. Removing a Borrower or terminating the Plan will not relieve any of you from joint or several liability for any obligations already incurred.

Termination: This Plan may be terminated (1) upon adverse re-evaluation of your creditworthiness; (2) If you should fail to meet the terms of the Plan; (3) at our option, or your option, upon written notice. Termination will not affect your obligation to pay the balance outstanding prior to termination.

Unlawful Transactions: Your Plan shall not be used to make or facilitate any illegal transaction(s); and any such use will constitute an event of default. We shall not have any liability for any such use by you or any authorized user(s). You shall indemnify and hold us harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

Change in Terms: We may change the terms of this Plan at any time in accordance with applicable law. Increases in the interest rate will apply to future advances and, subject to applicable law, unpaid balances.

Severability: In case any provision of this Plan is held invalid, the Plan shall be enforced as if such provision was never included.

No Waiver: We may waive or delay exercising any of our rights without losing our ability to exercise those rights in the future.

Governing Law: These agreements shall be construed and enforced in accordance with the laws of the State of Florida in which our headquarters are located. *If you have entered into a mandatory arbitration agreement in connection with this Plan:* if any provisions within this Agreement pertaining to jurisdiction and venue are inconsistent with the arbitration agreement, the arbitration agreement will govern.

Final Agreement: This written agreement is a final expression of the agreement between you and us, and may not be contradicted by evidence of any oral agreement.

State and Federal Notices:

NOTICES TO WISCONSIN BORROWERS: (1) If you are married and are extended individual credit, Wis. Stat. 766.56(3)(b) requires us to notify your spouse of the extension of credit. If we receive written notice of termination from your spouse pursuant to Wis. Stat. Section 766.56(5), we may declare you in default of the Plan and call the entire extension of credit due and payable notwithstanding Wis. Stat. Sections 425.103 and 425.105. If the Plan is called due and payable, you may have certain rights to cure the default. (2) Additionally, no provision of a marital property agreement, a unilateral agreement under Wis. Stat. 766.59, or a court decree under Wis. Stat. 766.70 adversely affects our interests unless prior to the time the credit is extended, we are furnished with a copy of the agreement or statement, or have actual knowledge of the adverse provision when the obligation is incurred.

NOTICE FOR ARIZONA OWNERS OF PROPERTY: It is unlawful for you to fail to return a motor vehicle that is subject to a security interest within thirty days after you have received notice of default. The notice will be mailed to the address provided on this document unless you have given us a new address. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE -THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

NOTICE TO CALIFORNIA RESIDENTS: By signing the Loan Application and Agreement to Terms, you specifically agree that we may access the records of the California Department of Motor Vehicles from time to time to obtain your current mailing address, and by so agreeing, you are specifically waiving your rights under sections 1808.21 and 1808.22 of the California Vehicle Code.

NOTICE TO TEXAS BORROWERS- INSURANCE REQUIRED: You are required to: (i) keep the collateral insured against damage in the amount of the loan or another amount if we so specify; (ii) purchase this insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and (iii) name us as the person to be paid under the policy in the event of a loss. You must also provide us a copy of the policy and proof of the payment of premiums if we so request. If you fail to meet any of these requirements, we may obtain collateral protection insurance on your behalf at your expense.

For Missouri Residents: 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. To protect you (borrower) 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.

For Vermont Residents: NOTICE TO CO-BORROWER: YOUR SIGNATURE ON THIS PLAN MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THE PLAN. IF THE BORROWER DOES NOT PAY, WE HAVE A LEGAL RIGHT TO COLLECT FROM YOU.

OHIO RESIDENTS ONLY:The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

FOR WASHINGTON AND OREGON RESIDENTS ONLY:

WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY YOUR AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S OR OREGON'S MANDATORY LIABILITY INSURANCE LAWS.

Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

IMPORTANT NOTICE ABOUT PROCEDURES FOR OPENING A NEW 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 information.

THIS WRITTEN PLAN REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE
(applies to revolving subaccounts only):

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 the address(es) listed on your statement.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. 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 of the amount you question even if your bill is correct.

Security Interest; Description of Collateral: By signing the Loan Application and Agreement to Terms, or a document that specifically references this Security Agreement, or by signing any advance proceeds check, and/or by accessing, retaining, using, or otherwise accepting any funds, accounts or services under the Plan, you grant us a security interest in all goods, property, or other items purchased under this Plan (hereinafter referred to as "Collateral") either now or in the future, or in any other property given in connection with the Plan. Any required description of the Collateral shall appear on the Advance Receipt or similar document and you agree that the document containing the collateral description becomes a part of this Security Agreement. The Collateral shall secure your advances even though you did not sign anything at the time of the advance. The security interest includes all increases, substitutions and additions to the Collateral, proceeds from any insurance on the Collateral and all earnings received from the Collateral. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the Advance or any extensions, renewals or refinancing of the Advance. If the value of the Collateral declines, you promise to give us more security if asked to do so. You also agree to abide by the terms of the Security Agreement and any Advance Receipt or similar document.

CONSENSUAL PLEDGE of SHARES; Consensual Lien; Statutory Lien; Right to Set-off; Administrative Freeze: By signing the Loan Application and Agreement to Terms, and/or by accessing, retaining, using, or otherwise accepting any funds, accounts or services, **you grant us, and we impress, a lien on your shares and deposits in the Credit Union.** We also have similar statutory lien rights in your shares and deposits under the Federal Credit Union Act and/or applicable state law, as well as the common law right to set-off and administrative freeze. "Shares," "share accounts," "deposits," and "deposit accounts" means any and all funds, regardless of the source of those funds, in any joint or individual account held and whether your interest in the account(s) is direct, indirect, contingent or secondary and whether held now or in the future. Your pledge and our lien rights do not include any IRA, Keogh or other account which would lose special tax treatment if pledged, or any irrevocable trust or fiduciary account in which you do not have vested ownership interest. **IF YOU HAVE A CREDIT CARD WITH US, OUR RIGHTS ALSO APPLY TO THAT CREDIT CARD ACCOUNT.**

If you default, we may apply the funds in your share accounts and deposit accounts to any obligations you owe us, without any legal process, court proceeding or any notice to any owner of the affected share and deposit accounts, unless applicable law so requires. **You specifically agree that we have the right to place an administrative freeze on any of your share and deposit accounts** subject to applicable law, and such action shall not violate 11 USC 362 or other applicable law. These rights are multiple and we can exercise one or all of them.

Share- or Certificate-Secured Subaccounts: If you have a Share-Secured or Certificate-Secured subaccount, you must maintain an amount in the pledged account at least equal to your credit limit. If you fail to do so, you will be in default. Certificates must be renewed as long as a balance remains on a Certificate-Secured subaccount.

CROSS-COLLATERALIZATION: Property and/or shares and deposits given as security under this Plan or for any other loan you have with us will secure any and all advances under this Plan as well as any account owner's joint or individual obligations to us, now or in the future, whether direct, indirect, contingent or secondary and arising from any loan or credit agreement, insufficient fund items; fees; cost, expenses, reasonable attorney's fees, or otherwise. However, property securing another debt will not secure advances under this Plan if such property is your primary residence or are household goods. IF YOU HAVE A CREDIT CARD WITH US, THIS CROSS-COLLATERALIZATION CLAUSE ALSO APPLIES TO THAT CREDIT CARD.

Release of Lien: We will not release any lien on any collateral if you are delinquent on, or in default on, any subaccount under this Plan. For example, if you are in default of your line of credit subaccount, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full.

No Liability for Dishonor: We shall not have any liability relating to the dishonor or other return of any check or other item occurring as a result of us exercising our lien rights or good-faith freezing of your accounts.

Ownership of the Collateral: If you are granting a security interest in property you already own, you promise that the property is free of all security interests except that given to us or disclosed prior to the advance. You promise that you have informed us of any and all co-owners of the Collateral and/or any other person with an interest in or claim against the property. If you are using the advance proceeds to buy the property that shall be used as Collateral, you shall use those advance proceeds for the sole purpose of buying that Collateral. You shall not sell or lease the Collateral or use it as security for a loan with another creditor until the advance is repaid. You shall not allow another security interest or lien to attach to the Collateral either by your actions or by operation of law.

Protecting the Security Interest: You shall take any steps necessary for us to perfect our security interest in the Collateral. If asked to do so, you shall sign a financing statement or similar instrument to perfect our security interest and/or to protect our security interest from the claims of others.

Use and Maintenance of Collateral: Until the advance has been paid in full, you agree to (1) use the Collateral carefully and for the purpose it was intended and keep it in good repair; (2) Obtain our written permission before making material changes to the Collateral or changing the address where the Collateral is kept; (3) allow us to inspect the Collateral; (4) Promptly notify us if the Collateral is damaged, stolen or abused; (5) Not use the Collateral for any unlawful purpose; (6) pay all taxes, assessments and liens regarding the Collateral.

Notices: We may meet all requirements for sending you notice of any kind if we send it to you via United States mail, at your last given address. We may also meet this requirement by delivering these notices to you electronically if you have agreed to receive notices by electronic means.

Additional Advances: Any additional advances made by us for the payment of taxes or assessments or liens of any kind, or premiums on insurance and the interest owing thereon or any other advance necessary to perfect or protect our security interest shall also be secured by this agreement. Such amounts shall be added to your loan balance and your minimum payment due shall be increased or your loan term extended accordingly.

Disposition of Collateral: If a default under the Plan occurs, we may repossess and sell the Collateral in a lawful manner. In such case, you will at our request assemble the Collateral and make it available to us at a place of our choosing, or we may enter the premises where the Collateral is kept and take possession, subject to applicable law. We may also render the Collateral unusable. If we decide to sell the Collateral at a public sale, private sale, or otherwise dispose of the Collateral, we will provide reasonable notice if required by law and will otherwise comply with applicable state law. If we sell or otherwise dispose of the Collateral we may collect from you reasonable expenses incurred in the retaking, holding and preparing the Collateral for and arranging the sale of the Collateral, as well as any deficiency balance as allowed under applicable law. We may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the Collateral. We have certain rights and legal remedies available under the Uniform Commercial Code and other applicable laws, and we may use these rights to enforce payment if you default.

Attorney-in-Fact: You hereby appoint us as your Attorney-in-Fact to perform any acts which we feel are necessary to protect the Collateral and our security interest. You specifically authorize us to endorse on your behalf any check made payable to both you and us.

Survival of Obligations: This security agreement not only binds you, but your executors, administrators, heirs and assigns.

Applies to Louisiana residents only:

Louisiana law permits repossession of motor vehicles upon default without further notice or judicial process.

If the secured collateral is a motor vehicle and you are in default, we may seize and sell the motor vehicle without demand for payment or advance notice to you. Collateral other than motor vehicles may be repossessed without judicial process only as allowed by applicable Louisiana law.

For purposes of foreclosure under Louisiana executory process, **you hereby confess judgment in our favor for all amounts secured by the Plan**, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts advanced under the Plan. We may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, you hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein. You further agree that any declaration of fact made by authentic act by a person declaring that such facts are within his or her knowledge shall constitute authentic evidence of facts for the purposes of foreclosure under applicable Louisiana law and for the purposes of LSA-R.S. 9:3504(D)(6) and LSA-R.S. 10:9-508, to the extent applicable.

PROPERTY INSURANCE; LENDER-PLACED INSURANCE - PLEASE READ CAREFULLY

(a) Your requirement to maintain property insurance. You are required to carry insurance to protect your interest and our interest in the collateral securing this loan. The insurance:

- Must protect against any loss by fire or theft, and collision and comprehensive coverage on motor vehicles and other property pledged as security on this Plan.
- Must (i) be in an amount and type sufficient to repair the collateral to its existing condition prior to the loss, and/or to replace the collateral with comparable or like property, minus depreciation, if it is damaged or lost; or (ii) be in an amount and type as we might otherwise inform you that we require.
- Must have a maximum deductible as set forth by us.
- Must be maintained in force for as long as the loan is outstanding.
- Must name us as loss payee. We must receive the loss payee endorsement within 30 days of your loan date.

These requirements are solely in our discretion and we may change any of these requirements at any time for any reason. The insurance may be obtained by any insurer of your choice that is acceptable to us.

(b) Lender-placed property insurance. Please read carefully:

- **If you fail to maintain insurance satisfying the requirements set forth above, or if you fail to provide us proof of such coverage, we may, but do not have to, obtain insurance to protect our interest (not yours) in the property.**
- **The total cost of lender-placed insurance will be added to the loan balance.** The total cost of this insurance includes, but is not limited to, the premium, any administrative costs we incur, any commissions that may be earned, and other reasonable expenses related to your failure to maintain insurance. This cost will be paid by you either on demand, or by increasing your periodic payment, or by extending the loan term.
- Whether we obtain insurance, and the amount and types of coverage that we may obtain, is solely in our discretion. We may obtain this insurance from anyone we want, including an affiliate of ours, and such affiliate may earn a commission on the coverage.
- **The insurance placed by us is without benefit to you personally,** and is primarily for our protection. It may not adequately protect your interest in the collateral or any personal property contained in the collateral, and will not satisfy any mandatory liability or financial responsibility requirements under state law.
- **Coverage obtained by us may be considerably more expensive than coverage you could obtain on your own** and may be different than previous policies you may have had or policies that you may prefer.
- Any insurance placed by us will be effective as of the date your policy lapsed or, if you never obtained insurance, the date of the loan.
- Nothing in this agreement is intended to confer third-party beneficiary rights or status to you with respect to any agreements between us and our insurer or its agent.

(c) How to remove lender-placed property insurance. **You may have the lender-placed coverage cancelled at any time by providing evidence to us that you have purchased insurance coverage satisfying the requirements set forth above.** If you do so, you will receive a refund of any unearned premiums and finance charges on the lender-placed coverages and your loan balance will be adjusted accordingly.

(d) Other. You assign us the right to receive and endorse any insurance proceeds check, to apply those proceeds to the sums you owe, and you direct any insurer to pay those proceeds directly to us. You further authorize us or our representative to obtain the necessary information for verification of adequate coverage. We, or our affiliates, may receive compensation or reimbursement of expenses related to any insurance premiums added by us.

(e) Default. If you fail to maintain insurance as set forth above, you will be in default of your loan. We may either place our own insurance on the collateral as explained above, or we can declare you in default and take all remedies set forth in your loan agreement or available to us under applicable law, including calling the loan immediately due.

IBMSECU

IBM SOUTHEAST EMPLOYEES' CREDIT UNION

MINNESOTA LIFE**CERTIFICATE OF
GROUP CREDIT INSURANCE**

Minnesota Life Insurance Company • 400 Robert Street North • St. Paul, Minnesota 55101-2098

CREDIT LIFE INSURANCE		CREDIT DISABILITY INSURANCE		
GROUP POLICY NUMBER	INSURANCE MAXIMUM	GROUP POLICY NUMBER	MAXIMUM MONTHLY DISABILITY BENEFIT	MAXIMUM LOAN REPAYMENT PERIOD*
29524-G-500	\$50,000	29525-G-500	\$750	120 Months
MAXIMUM LOAN REPAYMENT PERIOD*	MAX. AGGREGATE DISABILITY BENEFIT	WAITING PERIOD	RETROACTIVE BENEFIT	
120 Months	\$50,000	30 Days	Yes	

*NOTE: If the maximum loan repayment period is greater than 120 months, loans with repayment periods in excess of 120 months will be insured for full life coverage but only during the first 120 months. Disability coverage will remain in effect for the entire repayment period of up to 120 months but a maximum of only 60 monthly benefits are payable.

This certificate is issued in consideration of your application and the payment of the required premium. It summarizes the main provisions of the group policy(ies) that affect you. You may examine the group policy(ies) at the principal office of the policyholder during regular business hours.

You may contact us at the following address and telephone number if you want information about your insurance coverage or if you need help with a complaint.

Minnesota Life Insurance Company
400 Robert Street North
St. Paul, MN 55101-2098
Telephone (651) 665-3500

Notice of your right to examine this certificate for 30 days. It is important to us that you are satisfied with this insurance. If you are not satisfied, you may return this certificate to us or to your insurance representative within 30 days of its receipt, and you will receive a full refund of any premiums you have paid within 30 days after we receive your notice of cancellation.

To whom will benefits be payable? Claim payments will be made to the policyholder to reduce or extinguish your loan. If claim payments are more than the balance of your loan, remaining payments will be made to you or to your estate or, if required by law and you have named one, to a secondary beneficiary.

What is the amount of the death benefit? The death benefit will be the lesser of:

- (1) the unpaid balance of your loan on the date of your death; or
- (2) the maximum amount of insurance specified on your application.

If you are jointly insured and your co-debtor dies, the death benefit will be determined on the same basis. Only one death benefit is payable, even if both jointly insured debtors should die on the same date.

Are there limitations/exclusions affecting the amount of the death benefit? As to each advance on an open-end loan, we will not pay a claim on that advance if death occurs within 6 months after the advance is disbursed and is caused by a pre-existing medical condition as defined below. A pre-existing medical condition is a condition for which the insured debtor received medical advice or treatment either for that same condition or a related condition within the 6 month period immediately prior to the date the advance is disbursed. If you, whether sane or insane, die by suicide within 6 months from the effective date of your insurance, our liability is limited to an amount equal to the premium charges. For open-end outstanding balance coverage, this suicide exclusion applies to each advance disbursed to you.

The insurance effective date for an advance is the date the advance is disbursed to you. If joint life insurance is in force, these limitations/exclusions shall apply upon the death of either jointly insured debtor.

What is the amount of your monthly disability benefit? Your monthly disability benefit will be an amount equal to the lesser of:

- (1) your minimum scheduled installment payment as specified in your loan agreement, excluding any delinquencies and/or late fees, due in the month in which total disability commences; or
- (2) the maximum monthly disability benefit available without evidence of insurability specified in your application if you did not submit any required evidence of insurability or, if submitted, we did not approve it; or
- (3) the maximum monthly disability benefit specified in your application.

If your minimum scheduled installment payment increases according to a procedure specified in your loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), we will increase your monthly disability benefit accordingly provided:

- (1) the date of scheduled installment payment increase is after total disability commences; and
- (2) the monthly disability benefit we were paying immediately prior to the increase was not limited to either the maximum monthly disability benefit available without evidence of insurability or the maximum monthly disability benefit available.

In no event will any other increase (or decrease) in your minimum scheduled installment payment, after total disability commences, serve to change the amount of monthly disability benefit payable.

What is the definition of total disability? During the first 12 months of disability, your complete and continuous inability, due either to sickness or injury, to perform the duties of your regular occupation. Thereafter, your complete and continuous inability, due either to sickness or injury, to engage in any occupation for which you are suited by age, training or experience.

For how long will monthly disability benefits be paid? We will pay the monthly disability benefit for any continuous period of total disability until any one of the following conditions are met:

Certificate continued on page 8.

- (1) the payments total an amount equal to the unpaid balance of your loan on the date total disability commences, including principal and interest, under the terms of the loan note or agreement; or
- (2) sixty monthly disability benefits have been paid; or
- (3) the maximum aggregate disability benefit specified in your application has been paid; or
- (4) your loan reaches its initial scheduled maturity date or; if the maturity date has been adjusted according to a procedure specified in the loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), your loan reaches its adjusted maturity date; or
- (5) you reach age 71.

What disabilities are not covered? We will not insure any loss resulting directly or indirectly from any total disability caused by:

- (1) intentionally self-inflicted injuries; or
- (2) normal pregnancies, normal childbirths, or elective abortions. Complications due to pregnancy or childbirth will be covered only if the complications themselves are totally disabling; or
- (3) a condition for which you received medical treatment or advice either for that same condition or a related condition within the six month period immediately prior to the date of your insurance. However, total disability resulting from any such condition or related condition will not be excluded if total disability commences six months or more after the date of your insurance. For open-end coverage, this pre-existing condition exclusion applies to each advance disbursed to you and the insurance effective date for the advance is the date the advance is disbursed to you.

When will benefits be payable? The death benefit will be payable when we receive a certified copy of the death certificate and a statement from the policyholder.

Disability benefits will be payable when we receive proof you have become totally disabled while you are insured and prior to your 71st birthday. Also, you must be under the regular care of a physician for the sickness or injury. We will pay the monthly disability benefit at the end of each month of continuous total disability following the expiration of the waiting period. If the retroactive benefit is effective, we will pay the monthly disability benefit at the end of each month of continuous total disability from the date total disability commences but benefits will not begin until the waiting period expires.

When must notice of a disability claim be given? You must give us notice within 30 days or as soon as possible after the occurrence or commencement of any loss covered by the group policy. The notice of claim must be in writing and given to our authorized agent or sent to our home office in St. Paul, Minnesota. We shall have the right to have you medically examined at our own expense as often as may reasonably be required while a disability claim is being considered or paid.

As deemed necessary to determine continued disability we may request written proof of loss during the course of a claim.

How are premiums calculated? Premiums for your insurance are calculated each month on the remaining insured outstanding balance of your loan using the premium rate in effect under the group policy. The premium rate is subject to change not more than once each year upon 45 days prior written notice to you.

How are refunds calculated? If your insurance terminates before the scheduled maturity date of your loan or the premium you were charged is greater than the premium required for your age and amount of insurance, the unearned premium will be refunded to you. The method of calculating refunds is the "Pro Rata" formula. However, refunds of less than \$1.00 will not be made.

When does your insurance terminate? Your insurance will terminate on the date any of the following events occurs:

- (1) your loan is charged off or discharged through payment, prepayment, renewal or refinancing; or
- (2) your loan reaches its scheduled maturity date or, if the maturity date has been adjusted according to a procedure specified in the loan agreement to recognize periodic changes in the loan interest rate (variable interest loan), the date your loan reaches the adjusted maturity date; or
- (3) an open-end loan agreement reaches its expiration date; or
- (4) the policyholder transfers the loan without recourse and no longer services the loan; or
- (5) any required loan repayment which includes your insurance premium is more than 90 days overdue; or
- (6) you request in writing that your insurance be terminated; or
- (7) the group policy terminates provided you receive 30 days written notice; or
- (8) you die. If joint life insurance is in force, your insurance terminates when either you or your co-debtor dies; or
- (9) you have disability insurance and we have paid 60 monthly disability benefits; or
- (10) you have disability insurance and you reach age 71; or
- (11) you have life insurance and the Maximum Term of Insurance of 120 months expires; or
- (12) you have life insurance and you reach age 71. If joint life insurance is in force and insurance terminates on one of the joint insured debtors due to the attainment of age 71, insurance will continue on the other debtor under single life insurance coverage.

What if your age is misstated? If you stated you were under age 71 when you applied for disability insurance but you were not, we will refund your premium when we discover this and no benefits will be paid. If you or your co-debtor stated you were under age 71 when you applied for life insurance but you were not, we will refund your premium when we discover this and no benefits will be paid.

Can we contest your insurance? After your insurance has been in force during your lifetime for two years from the effective date of your insurance (excluding any period during which you are disabled), we cannot contest your insurance for any loss that is incurred more than two years after the effective date, except for the nonpayment of premium.