

LINE OF CREDIT ACCOUNT AGREEMENT

THANK YOU FOR CHOOSING FIRST NATIONAL BANK OF OMAHA! Please read this Agreement for important information about your Line of Credit account. Using your account or accepting advances hereunder means you accept the terms of this Agreement. (As used in this Agreement: the words "you" and "your" mean each person named on the application for the account; "we," "us" and "our" mean First National Bank of Omaha). This Agreement contains our most current terms and supersedes earlier materials you may have received.

USING YOUR ACCOUNT: Upon approval of your application, we will open a revolving credit plan account for you. Advances may be made on your account as necessary to maintain a minimum balance or to prevent overdrafts on the checking account to which this account is attached. Advances will be credited to your checking account in \$200 increments, except if less than \$200 of your credit limit remains, in which case, the advance will be the remaining credit limit. (If, however, this account is attached to an "access" account, advances will be in exact increments.) You are each jointly and severally liable for all amounts due on this account regardless of which of you initiates or benefits from advances. Each time you initiate an advance, you are representing that you intend, and have the ability, to repay all amounts due on your account.

YOUR CREDIT LIMIT: We will establish the initial credit limit for your account, and we may raise or lower your credit limit at our discretion. You agree not to exceed the credit limit we establish for you. We may honor advances in excess of your credit limit at our sole discretion. If we do, this Agreement also applies to that excess and you agree to immediately pay any amount in excess of your credit limit if we request that you do so. If yours is a joint account, either of you may request credit limit increases. We are not liable for declining to make any particular advance, regardless of our reason.

PAYING YOUR ACCOUNT: You promise to pay all amounts due on your account. You agree to review your statements and to notify us promptly of any errors (see "Your Billing Rights" below). If you don't promptly notify us of a billing error, you agree that your statement will be considered to show what you are obligated to pay. You may pay all or part of the balance outstanding on your account at any time without penalty, but must pay at least the minimum payment shown on your statement. Payments will be applied first to **FINANCE CHARGES** and outstanding fees and then to the principal balance. Payments are due on or before the due date shown on your statement. If you don't make a payment by the due date, we may (but are not obligated to) automatically deduct the payment from your checking account or any other account you have with us. We may reject payments that are not in U.S. dollars drawn on a U.S. bank. We may accept payments which are marked "payment in full" or with similar markings without losing our right to receive payment in full (partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your statement).

- **PAYMENTS MADE BY MAIL:** Payments are generally credited as of the date received if the payment is (1) received by us no later than 5 p.m. CST Monday through Friday (except for holidays) at the payment address listed on the payment coupon, (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, (3) sent in the enclosed return envelope (without any other outer envelope), and (4) only sent with the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments received by the next business day will be treated as on-time.
- **PAYMENTS MADE IN PERSON:** Payments are generally credited as of the date received if the payment is (1) received by us no later than 5 p.m. CST Monday through Friday (except for holidays) at First National Bank of Omaha branch locations, (2) paid with one check or one money order drawn in United States Dollars on a bank located in the United States and the full account number listed on the check or money order, and (3) accompanied by the payment coupon (without any other portion of a statement or any correspondence of any type). If we accept a payment in any other form there may be a delay in crediting your account up to five days, during which time interest will accrue and applicable fees will apply. If your payment is returned unpaid by your bank for insufficient funds, we may re-present your check electronically. In the event that your payment due date falls on a date we do not receive or accept payments by mail (weekends and holidays), payments made in person on that date will be treated as on-time.

TYPES OF LINES OF CREDIT – Type of Line of Credit is based on requested credit limit and credit approval.

- **First Creditline:** This account has a fixed-rate feature. **FINANCE CHARGES** will be calculated using a daily periodic rate of .0493%, which corresponds to an **ANNUAL PERCENTAGE RATE** of 18%. If the principal balance shown on your monthly statement is less than \$10, the minimum monthly payment will be the principal balance of your account plus outstanding fees. Otherwise, the monthly minimum payment requirement is: (i) 5% of the principal balance shown on your statement plus outstanding fees plus, if we so elect, any amount over your credit line at the time of billing; or (ii) \$10 plus outstanding fees, whichever is greater.

* **References to** First National Bank of Omaha include divisions that operate under the names First National Bank of Omaha, First National Bank, First National Bank of Colorado, First National Bank Iowa, First National Bank of Kansas, First National Bank Southwest and Castle Bank.

FINANCE CHARGES: A **FINANCE CHARGE** will be imposed on the daily principal balance outstanding on your account. We will accrue **FINANCE CHARGES** on advances from the date of the advance. No period is provided for repayment without incurring a **FINANCE CHARGE**.

FINANCE CHARGE AND BALANCE CALCULATIONS: **FINANCE CHARGES** will be calculated by multiplying your closing principal balance for each day by the daily periodic rate and adding the daily results during the billing cycle together. The closing principal balance for each day will be determined by adding all advances made and deducting all payments received from the opening principal balance.

ANNUAL FEE: A \$50 annual fee will be charged to your line of credit on its anniversary date, which is equivalent to the date your line of credit was opened. The annual fee will be waived if your line of credit is attached to a Customer First Premier Checking, FNWA Preferred Checking or Employee Checking account. If you no longer maintain one of these checking accounts your line of credit will be subject to the annual fee.

OTHER FEES: We may charge additional fees, as in effect from time to time: (a) for each payment which is not received by its due date (currently, this fee is 5% of the amount of the payment, with a \$10 minimum and a \$20 maximum); (b) \$20 if your account balance exceeds your applicable credit limit at any time during a monthly cycle or if you obtain an advance at a time when your account balance is over your credit limit; and (c) for payment items which are dishonored for any reason (this fee will equal the amount of the insufficient funds check fee in effect at the time of the dishonored payment, as separately disclosed to you).

SECURITY INTEREST: If you have established any deposit account with us, including but not limited to a Security Deposit Account, you agree that we have a security interest in any and all of those deposit accounts. You agree that we may, without notice, use funds in any and all of those deposit accounts to satisfy your obligations on this line of credit account. Collateral securing other loans with us may also secure this loan.

REASONS FOR REQUIRING IMMEDIATE PAYMENT: Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of your entire account balance if you do not make any payment when due, exceed your credit limit, die or become insolvent, give us false or misleading information, violate any other agreement you make with us, or if we have reason to doubt your ability to repay us. In any of the foregoing events, we may, immediately and without further notice or action, apply all money in any account you have with us in any capacity to payment of the full outstanding balance of this account. We will be deemed to have exercised such right immediately upon the occurrence of one of the foregoing events even though the charge may be made or entered on our books subsequent thereto. The foregoing are in addition to our other legal and equitable rights and remedies. You agree to pay your entire outstanding balance in full when the checking account to which this account is attached is closed.

TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES: You may terminate this revolving credit plan at any time by giving written notice to us. We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend making advances to you. If we decide not to make an advance, we will send you an overdraft notice in accordance with our standard procedures. This includes, but is not limited to, situations where you have violated this Agreement or where we have reason to doubt your creditworthiness (for example, if you pay us with insufficient funds checks on more than an occasional basis). In addition, we may choose not to make advances if payments are not made when due. Your obligations to repay the balance of your account under this Agreement continue after your rights to obtain credit have been terminated or suspended. All other terms and conditions of this Agreement will remain in full force and effect. We may delay in enforcing our rights under this Agreement without losing them.

CHANGES IN TERMS: We may change the terms of this Agreement at any time. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Changed terms will apply to the outstanding balance of your account as well as to any transactions after the date of the change. In any event, use of your account after the date of the change will confirm that you agree to the change.

COMMUNICATIONS WITH YOU AND OTHERS: We may call you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. We may release information to others regarding the status or history of your account. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least ten days before such change. You agree to provide annual financial statements in the form we request.

TRANSFERS: We may transfer all or part of your account balance, along with our rights under this Agreement to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

GOVERNING LAW: This Agreement and your account are governed by Nebraska law, regardless of where you reside. You agree that all terms of this Agreement are material to the determination of interest.

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:

First National Bank of Omaha
Customer Care Center
1620 Dodge St. Stop 3095
Omaha, NE 68197-3095

In your letter, give us the following information: *Account information:* (1.) Your name and account number. (2.) *Dollar amount:* The dollar amount of the suspected error. (3.) *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, and 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.

INFORMATION PROVIDED TO CREDIT BUREAUS: Information about your account is periodically provided to one or more credit bureaus. If you think any information regarding you or your account is inaccurate, write to us on a separate sheet at: First National Bank of Omaha, Customer Care Center, 1620 Dodge St. Stop 3095, Omaha, NE 68197-3095.