

Amalgamated Bank Credit Card
Cardmember Agreement

RETAIL INSTALMENT CREDIT AGREEMENT

Dear Customer,

We are happy you decided to open a credit card account (Account) with us. This Agreement, the accompanying sheet entitled Amalgamated Bank Credit Card Account Disclosures (Account Disclosures Insert), the credit card or cards we provide to you (Card), the card carrier we send with your Card and the application for credit (Application) that you signed or otherwise submitted (collectively, the Cardmember Documents) govern the use of your Account. The Account Disclosures Insert, card carrier and Application are part of and incorporated into this Agreement. Your signature (including any electronic or digital signature) on your Card, any Application, any accepted sales slip or any other document you sign in connection with the use of your Card or your Account is part of and incorporated into this Agreement. Please read the Cardmember Documents and keep them for your records.

AGREEMENT TERMS. In this Agreement, the word Cardmember means any person who applied and was approved for a Card. The words you, your and yours mean the Cardmember. If you have a Union Credit Card, the word Union means the union of which the Cardmember is a member in good standing. The words we, us, our, ours and Bank mean Amalgamated Bank of Chicago and its successors or assigns.

CHANGING THIS AGREEMENT. Subject to the limitations of applicable law, we may at any time change, add to or delete any of the terms and conditions in this Agreement, including, but not limited to, interest rates and fees and this Changing This Agreement section. Such changes may be based, in whole or in part, upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Limit on your Account with us, or your credit score and information contained in your credit report. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new Purchases, Advances and Balance Transfers and to the outstanding balances of your Account, to the extent permitted by applicable law.

CREDIT LIMIT. We will grant you credit up to a maximum amount (your Credit Limit). You will be informed of your initial Credit Limit when you receive your Card. Your current Credit Limit will be shown on each monthly statement. You promise not to exceed your Credit Limit. However, if you exceed your Credit Limit, we can still charge you for all Purchases, Advances, Balance Transfers, interest and fees without giving up any of our rights. At our discretion, we may change your Credit Limit at any time without advance notice to you.

USE OF ACCOUNT. You may use your Account to make Purchases, Advances and Balance Transfers as described below. Any use of your Account number will be considered to be a use of the Card. Please sign the Card before you use it. The Card is our property. You must return it to us or our agent upon request.

1. Purchases. You may use your Card at participating merchants to purchase goods and services (Purchases).

2. Advances. You may use your Card or Account to obtain cash loans (Advances) from an authorized automated teller machine (ATM), bank or others who agree to accept your Card. To obtain Advances at authorized ATMs, you must request and use a personal identification number (PIN). You agree to keep your PIN confidential and not write it on or leave it near your Card. ATM Cash Advance limitations and charges are shown on the Account Disclosures Insert and also are available upon request. We may impose other or different limitations or charges for ATM Cash Advances upon prior notice to you.

You also may obtain Advances by using Credit Checks that we may provide from time to

Amalgamated Bank March 2014 Agreement

time that you may use like a personal check to access your Account. Whenever you use a Credit Check, it will be charged against your Account as an Advance on the date it is received by us. You may not use your Credit Checks as payment on your Account or any other account you have with us. Credit Checks will not be returned with your monthly statement but will be identified on it. We will not certify a Credit Check.

3. **Balance Transfers.** You may use your Card or Account to transfer balances from other credit card accounts to this Account (Balance Transfers) by means (including balance transfer forms) we may make available from time to time. Balance Transfers will be treated as Cash Advances unless otherwise provided in this Agreement or any applicable balance transfer offer. You may not transfer balances from any other account you have with us.

PROMISE TO PAY. When you use your Account or permit someone else to use it, you promise to pay the total amount of all Purchases, Advances and Balance Transfers as well as any interest or fees that may be due under the terms of this Agreement. If your Account is a joint Account, all of you are bound by this Agreement and each of you jointly and individually promises to pay all amounts owed to us for transactions made by any joint Account holder.

MONTHLY STATEMENT. We will send you a monthly statement for any billing period in which there is activity on your Account, or as otherwise required by applicable law. Your monthly statement will show, among other things, (1) the unpaid balance on your Account at the beginning of the billing period (the New Balance); (2) any Purchases, Advances, Balance Transfers, interest, fees and other debits posted to your Account in that billing period; (3) any payments and credits posted to your Account in that billing period; and (4) the minimum payment you must pay and the date your minimum payment is due (approximately 25 days after the billing date on your monthly statement). We will send the monthly statement to the address specified on your Application or to the address you designate from time to time. If this is a joint Account, each of you appoints the other as his or her agent to designate the address to which we may send your monthly statements and any other notices.

PAYMENTS.

1. **Minimum Payment; Application of Payments.** You must pay at least the minimum payment shown on your monthly statement each billing period. If the New Balance is more than \$15, the minimum payment is \$15 or 2.5% of the New Balance, whichever is greater. The minimum payment will be rounded to the nearest dollar. If the New Balance is less than \$15, the total New Balance is due. Any amounts past due or in excess of your Credit Limit will also be added to the minimum payment. Payment for more than the minimum amount due will be accepted as a single payment for that month. Any amount over the minimum is not applicable to future amounts due. In accordance with applicable law, we will choose the order in which payments are applied to your Account.

2. **Skip Payment Options (If You Have A Union Credit Card).** We may allow you to skip one or more minimum payments if one of the following options is applicable to your Account. Interest will continue to accrue on any unpaid balance in any billing period in which you skip a minimum payment, but no Late Payment Fee will be imposed on your Account. An election to skip payments under either option may lengthen the period over which your Account balance must be paid.

a. **Strike Skip Payment:** You may skip the minimum payment for those months when you are on strike if (1) the strike lasts for at least 30 days and is sanctioned by your Union and (2) your Union notifies us that you qualify for the Strike Skip Payment.

b. **No-Pay Option Months:** If your Union has chosen no-pay option months, you may skip the minimum payment in those months.

Amalgamated_Bank_March_2014_Agreement

3. Making Payments. All payments must be in U.S. dollars. All checks must be drawn on funds on deposit in the United States. Mail your payment to the address shown on your monthly statement. Your payment will be credited as of the date of receipt by us only if received by 5:00 p.m. (Central Standard Time). Any payments received after this time will be deemed received by us on the next business day. Payments made at any location other than the address shown on your monthly statement could be subject to a delay in crediting. With your payment, include your payment coupon, which is a portion of your monthly statement. If you do not include your payment coupon, credit to your Account may be delayed. Delayed crediting may cause you to incur a Late Payment Fee or additional interest. Do not send us cash.

4. Disputed Payments. You agree not to send us payments marked paid in full, without recourse or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes payment in full of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Amalgamated Bank of Chicago, One West Monroe Street, Chicago, Illinois 60603, Attn: Credit Card Disputed Payments.

OTHER FEES. Subject to limitations and requirements of applicable law, you agree to pay the following fees:

a. If applicable, an Annual Fee, which will be billed on your first monthly statement and thereafter on the anniversary date of your Account until your Account is terminated or cancelled;

b. A Late Payment Fee based on your Account balance contained on your most recent statement if you have not made the required monthly payment by the statement due date. The late payment fee will be up to \$15 for balances up to \$99.99, \$25 for balances up \$100 to \$999.99 and \$35 for balances \$1,000 or more, except that the fee will not exceed the minimum payment due when the payment was late and will exceed \$25 only if more than one payment is late within six billing cycles;

c. A Transaction Fee for each Advance, including Balance Transfers;

d. A Returned Payment Fee for any payment that is returned unpaid by your financial institution, not to exceed the minimum payment due when the payment was returned;

e. An International Transaction Fee for each transaction made outside the U.S., including returns;

f. A Credit Limit Increase Fee if we approve your request for a same-day Credit Limit increase;

g. A Copy Fee for each additional copy of a monthly statement we provide at your request; and

h. A Replacement Card Fee for the second and any subsequent replacement Card we provide at your request within a 12 month period.

The specific amounts of these fees and any additional terms or conditions related to these fees are shown on the Account Disclosures Insert.

INTEREST. The monthly periodic rates used to calculate interest on your Account and the corresponding Annual Percentage Rate (APRs), which depend on the type of Card you have (such as Union, Standard or Gold), are set forth on the Account Disclosures Insert. The monthly periodic rates and corresponding APRs for each billing period will vary with the market based on the prime rate published in the Wall Street

Amalgamated_Bank_March_2014_Agreement

Journal on the last business day of the preceding month (the Prime Rate). Your monthly periodic rates and corresponding APRs may increase or decrease if the Prime Rate changes. Changes in the Prime Rate will apply to your entire Account balance, will take effect on the first day of the billing period following the change and may result in increases or decreases in the amount of interest, minimum payments and/or number of payments. We may select a new interest rate index if the Prime Rate is not available.

1. Rate for Purchases. The monthly periodic rate for a billing period for your Purchase balance is the Prime Rate plus a Margin (set forth on the Account Disclosures Insert), divided by 12 and calculated to three decimal places and rounded up.

2. Rate for Advances. The monthly periodic rate for a billing period for your Advance balance is the Prime Rate plus a Margin (set forth on the Account Disclosures Insert), divided by 12 and calculated to three decimal places and rounded up.

BALANCE SUBJECT TO INTEREST. We figure the interest on your Account by applying the applicable monthly periodic rate to the average daily balance of your Account (including current transactions). To get the average daily balance, we take the beginning balance of your Account each day, add any new Purchases, Advances or fees, and subtract any payments and credits and unpaid interest. This gives us the daily balance. Then, we add up the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance.

WHEN INTEREST BEGINS TO ACCRUE; GRACE PERIOD. Except as provided below, Purchases, Advances and Balance Transfers begin to accrue interest from the date of the transaction (or, at our option, from the date they are posted to your Account) and continue to accrue interest until the charge is paid in full. You will have at least a 25 day grace period (Grace Period) on Purchases. This means you have at least 25 days from the closing date on your monthly statement to pay for new Purchases before we charge interest on them. However, the Grace Period will apply only in billing periods when (1) you paid the previous balance in full or (2) you had a previous balance of \$0.00 or a credit balance. (The previous balance is the balance identified as the New Balance on the monthly statement for the previous billing period.) When the Grace Period applies, we will not impose interest on (1) any new Purchases if we receive the full New Balance on the monthly statement for that billing period by the due date shown on that statement or (2) the portion of the Purchase balance repaid if we receive only part of the New Balance by the due date. There is no grace period within which you can avoid interest on Advances or Balance Transfers.

AUTHORIZATION OF TRANSACTIONS; LIMITATION OF LIABILITY. We are not obligated to authorize any transaction (including Purchases, Advances, Balance Transfers or Credit Checks) under the following circumstances or any other circumstances which we deem necessary: (1) your Credit Limit has been exceeded or would be exceeded by the transaction; (2) you have failed to pay amounts owed to us when due or have failed to follow any terms of this Agreement; (3) you have notified us that your Card or Credit Checks have been lost or stolen or may be used by an unauthorized person; (4) your Account has been closed for any reason; or (5) your rights under this Agreement have expired or been revoked for any reason. If, in our sole discretion, we elect to honor a transaction under any of the above circumstances, we may nevertheless charge the full amount thereof to your Account. We are not responsible for the failure of any merchant, financial institution or other party to honor your Card or Advance request.

FOREIGN TRANSACTIONS. The credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate.

Amalgamated_Bank_March_2014_Agreement

DEFAULT. Subject to limitations required by applicable law, you will be in default if (1) you fail to pay the full minimum payment on time; (2) you file for bankruptcy; (3) you break one of your promises under this Agreement; (4) you have a Union Credit Card and the Cardmember is no longer a member in good standing of the Cardmember's Union; (5) you provide us with any false, misleading, incomplete or incorrect information or signature; or (6) you die. Upon your default, we may, subject to the limitations of applicable law and without notice: (1) reduce your Credit Limit; (2) close your Account and demand immediate payment of the entire outstanding balance and any other fees or charges that may be imposed under the terms of this Agreement; (3) bring an action to collect all amounts owed; and/or (4) take any action allowed by law.

COLLECTION COSTS. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney's fees, incurred by us in collecting or enforcing your indebtedness, whether or not a court proceeding is actually commenced. We will bill these costs to your Account as Purchases.

OTHERS USING YOUR ACCOUNT. You promise to pay for all transactions made by any other person you authorize to use your Account, whether or not that person exceeded your permission and whether or not you notified us that the person was using your Account. If someone else is authorized to use your Card or Account and you want to end that person's privileges, you must let us know in writing. If he or she has a Card, you must return that Card cut in half with your written notice.

CLOSING YOUR ACCOUNT. You may close your Account at any time by notifying us in writing and returning your Card(s) cut in half. You remain responsible to pay the amount you owe us according to the terms of this Agreement. We may close or suspend your Account privileges at any time and without prior notice, unless required by applicable law, for any reason we deem appropriate, including if you are in default under this Agreement. We may also reissue a different Card at any time. Upon request, you must destroy the Card by cutting it in half and surrendering it to us or our agent.

ADDRESSES; CHANGE OF ADDRESS. Your full name, address and any signature on your Application are considered part of this Agreement. For purposes of this Agreement, you agree and represent that you live at the address shown on your Application or from time to time designated by you for the receipt of monthly statements. You will notify us of any address change in writing before the change becomes effective.

DELAY IN ENFORCEMENT; NO WAIVER BY US. We can delay enforcing or waive any of our rights under this Agreement without losing them. If we waive a right, we do not thereby waive the same right in other situations.

ASSIGNMENT. We can assign your Account and any of our rights under this Agreement without consent or notice to you. Your Account, Card, this Agreement and your obligations hereunder are not transferable or assignable by you.

GOVERNING LAW. This Agreement and your Account will be governed by federal law applicable to a FDIC insured institution and, to the extent not preempted by federal law, the laws of Illinois, without regard to its conflicts of law provisions. This Agreement is entered into between you and us in Illinois and we extend credit to you from Illinois, whether or not you live in Illinois and whether or not you use your Card in Illinois. We will make the decision whether to open an account for you and issue a Card to you from our offices in Illinois. All payments under this Agreement are received by us in Illinois.

CREDIT REPORTS AND ACCOUNT INFORMATION. You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer reporting agencies) in considering your Application and for any lawful purpose, including any updates, renewals or extensions of credit, or reviewing or collecting your Account. Upon your request to us at Amalgamated Bank of Chicago, P.O. Box A3979, Chicago,

Amalgamated Bank March 2014 Agreement

Illinois 60690, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to you. We may also obtain information about your credit worthiness and employment from others and may furnish information concerning your Account as well as information concerning you to consumer reporting agencies and to other proper parties.

NOTICE OF INACCURATE INFORMATION. If you believe that we have information about you that is inaccurate or that we have reported or may report to a consumer reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Amalgamated Bank of Chicago, P.O. Box A3979, Chicago, Illinois 60690.

TELEPHONE MONITORING AND CONSENT TO COMMUNICATION. From time to time, we may monitor and/or record telephone calls regarding your Account with us to assure the quality of our service, and you agree to any such monitoring or recording. You also agree that we may communicate with you for any lawful purpose, including collections, using (1) any electronic mail address or cell phone number that you provide to us at the time of application or in the future and/or (2) an automated telephone dialing system and/or artificial or prerecorded voice message, even if you are charged for the call under your phone plan, unless you call (800) 365 6464 to limit this consent. No such communication will be deemed unsolicited.

LOST OR STOLEN CARDS OR CREDIT CHECKS. If your Card or Credit Checks are lost or stolen or if you think someone may be using them without your permission, you must notify us at once by calling the telephone number on your monthly statement. If the Card is returned to you after you have notified us, do not use the Card. Cut it in half and return it to us. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

ENTIRE AGREEMENT; SEVERABILITY; INTERPRETATION. The Cardmember Documents constitute the entire agreement between you and us relating to your Account and supersede any other prior or contemporaneous agreement between you and us relating to your Account. Except as otherwise expressly provided, if there is any conflict among these documents, the terms of this Agreement control. If any part of this Agreement is unenforceable this will not make any other part unenforceable. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

MARYLAND RESIDENTS: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

NEW JERSEY RESIDENTS: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NOTICE TO THE BUYER - 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.

RETAIL INSTALMENT CREDIT AGREEMENT

CARDMEMBER: Your signature (including any electronic or digital signature) on any Application or on any sales slip or other evidence of indebtedness on your Account represents your signature on this Agreement. Your address on your Application represents your address on this Agreement.

BANK:

<Facsimile Signature>

Amalgamated_Bank_March_2014_Agreement
Jonathan Telzrow * Senior Vice President - BankCard
Amalgamated Bank of Chicago * One West Monroe Street
Chicago, Illinois 60603

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 Amalgamated Bank of Chicago, P.O. Box A3979, Chicago, Illinois 60690.

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 any 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

Amalgamated_Bank_March_2014_Agreement

question, along with applicable interest and fees. We will send you a statement of the amount that 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.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

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

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

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

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Amalgamated Bank of Chicago
P.O. BOX A3979
Chicago, Illinois 60690

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

* * *

Amalgamated Bank Credit Card Account Disclosures: Pricing Information

Disclosures are accurate as of March 17, 2014.

INTEREST RATES AND INTEREST CHARGES

ANNUAL PERCENTAGE RATES (APRs): Your APRs will vary with the market based on the Prime Rate. Your monthly periodic rates and corresponding APRs may increase or decrease if the Prime Rate changes. Changes in the Prime Rate will apply to your entire Account balance, will take effect on the first day of the billing period following the change and may result in increases or decreases in the amount of interest, minimum payments and/or number of payments.

The Rates for Purchases are:
Prime Rate plus 6% to Prime Rate plus 9.50%

Amalgamated_Bank_March_2014_Agreement
Current Periodic Rates: 0.771% to 1.063%
Corresponding APRs: 9.25% to 12.75%

The Rates for Advances are:

Prime Rate plus 11.00% to Prime Rate plus 14.50%
Current Periodic Rates: 1.188% to 1.479%
Corresponding APRs: 14.25% to 17.75%

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

FEES

Annual Fee: \$0 to \$50

Transaction Fees

Cash Advance: 3% of each advance (minimum \$5)

International Transaction: 3% of transaction amount

Penalty Fees

Late Payment: \$15 for a balance up to \$99.99; \$29 for a balance of \$100 to \$999.99; or \$39 for a balance of \$1,000 or more except that the fee will not exceed the minimum payment due when the payment was late and will exceed \$25 only if more than one payment is late within six billing cycles.

Returned Payment: \$25, not to exceed the minimum payment due.

How We Will Calculate Your Balance: We use a method called average daily balance (including new transactions). See your account agreement for more details.
49095