

**Agreement for U.S. Bank National Association ND  
Investment Equity Line of Credit Accounts**

This line of credit program is administered by U.S. Bank National Association ND. This information is accurate as of September 30, 2011.  
PLEASE NOTE that this information is provided for general information purposes only and is not specific to your Account. See the Agreement that was provided for your Account and Card for more detailed information, including contact information.

**PRICING INFORMATION:** Actual pricing will vary from one Borrower to another  
(APR = Annual Percentage Rate)  
(DPR = Daily Periodic Rate)

**Interest Rates and Interest Charges**

<b>Annual Percentage Rate (APR) for Purchases, Balance Transfers, and Cash Advances</b>	Prime + <b>0.00%</b> to Prime + <b>1.50%</b> This APR will vary with the market based on the Prime Rate.
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<b>Paying Interest</b>	Your due date is 24-30 days after the close of each billing cycle. There is no interest-free period.
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<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .
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**Fees**

<b>Set-up and Maintenance Fees</b>	
<ul style="list-style-type: none"> <li>Annual Fee</li> <li>Enrollment Fee</li> </ul>	<p><b>\$20</b></p> <p><b>\$25</b> (one-time fee)</p>

<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>Cash Advance</li> <li>Cash Equivalent Advance</li> <li>Foreign Transaction</li> </ul>	<p>Either <b>\$1.50</b> or <b>2%</b> of the amount of each advance, whichever is greater (maximum fee: <b>\$10</b>)</p> <p>Either <b>\$10</b> or <b>4%</b> of the amount of each advance, whichever is greater (maximum fee: no maximum)</p> <p><b>2%</b> of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars.</p> <p><b>3%</b> for foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency.</p>

<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Late Payment</li> <li>Returned Payment</li> <li>Overlimit</li> </ul>	<p>Up to <b>\$35</b></p> <p>Up to <b>\$35</b></p> <p>Up to <b>\$35</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases)”. See your Account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account agreement.



P.O BOX 6361  
FARGO, ND 58125-6361

**INVESTMENT EQUITY LINE OF CREDIT  
PROMISSORY NOTE AND PLEDGE AGREEMENT**

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**IMPORTANT NOTICE:**

Please read the Agreement that is provided with the Account carefully and keep it in a safe place. This Agreement will apply to your Investment Equity Line of Credit Account when you borrow under it. If you object to anything in this Agreement, call the phone numbers shown in the Agreement that is provided with the Account to cancel the Investment Equity Line of Credit immediately. This Agreement will not be in effect until the Transfer Agent confirms that a hold has been placed on sufficient Stock to secure your Account. The Agreement becomes effective as soon as you or someone authorized by you uses the Access Card or Account, but no later than 30 calendar days after we issue and you fail to return the Card. This web Agreement does not replace the Agreement that is provided with the Account.

This Agreement contains an arbitration provision (including a class action arbitration waiver). It is important that you read the entire Arbitration Provision section carefully.

**PLEASE REFER TO THE ATTACHED DOCUMENT FOR THE SUMMARY OF IMPORTANT TERMS ON YOUR ACCOUNT.**

**DEFINITIONS:**

“Access Card” means Visa® card that will be issued to access your Investment Equity Line of Credit Account.

“Account” means your Investment Equity Line of Credit Account

“Additional Collateral” means all stock, other securities, cash, and anything else that is exchanged for any Stock or other Additional Collateral, or is issued or paid to shareholders of Stock or any other Additional Collateral, because of an acquisition, merger, spin off, stock split, or any other reason. Normal cash dividends are not included in “Additional Collateral.”

“Bank”, “we”, “us”, and “our” means U.S. Bank National Association ND.

“Billing Cycle” means a period of about 30 days. Each statement you receive shows amounts for one Billing Cycle.

“Borrower”, “you” and “your” means each individual.

“Collateral” means the Stock and Additional Collateral.

“Held Collateral” means all Stock and Additional Collateral on which the Transfer Agent has placed a hold. See the COLLATERAL HOLDS section below.

“Interest Charge” is explained in the **INTEREST CHARGE** section below.

“Investment Equity Line Checks” means checks used to access your Investment Equity Line of Credit Account.

“Owner(s)” means each individual who owns the Stock.

“Stock” means the stock described in the COLLATERAL HOLDS section below whether or not a hold has been placed.

“Stock Account(s)” means the stock plan account or accounts described in the COLLATERAL HOLDS section below.

“Transfer Agent” means Computershare Inc, U.S. Bank National Association ND, or any replacement administrator of the Stock Account(s).

**COLLATERAL HOLDS:** Bank will tell the Transfer Agent to put a hold on a specific number of shares of Stock of an eligible participating company in a stock account held at the Transfer Agent. The Transfer Agent shall also put a hold on all Additional Collateral that is issued or paid in exchange for any Collateral (including Stock) on which a hold has been placed at any time. The Transfer Agent shall also put a hold on all Additional Collateral that is issued on Account of any Collateral on which a hold has been placed at any time. (All Stock and Additional Collateral on which the Transfer Agent has put a hold is called “Held Collateral.”) That means that the Transfer Agent will not let the Owner(s) sell or withdraw any Held Collateral without Bank’s permission. The Owner(s) agrees that Bank may give the Transfer Agent any orders about any Held Collateral. Bank may also give the Transfer Agent any orders about dividends and other payments on any Held Collateral. Bank may also tell the Transfer Agent not to change the Owner(s) on the Stock Account(s). Pursuant to an existing Agreement between Bank and Transfer Agent, the Transfer Agent will follow Bank’s instructions without obtaining Owner’s permission. For example, Bank may order the

Transfer Agent to sell any Held Collateral and pay Bank the money. Bank agrees not to give such orders unless you are in default. Bank does not have to sell any Held Collateral even if the price of the Held Collateral is falling. No one else - not even the Owner(s) - can give the Transfer Agent orders about any Held Collateral. If the Stock price has decreased (including as a result of a Stock split or exchange), or the Borrower(s) is in default, then Bank may decide it needs a hold on more shares of Stock and Additional Collateral to protect Bank on the Borrower's Investment Equity Line of Credit Account. Then Bank can tell the Transfer Agent to put a hold on more shares of Stock and Additional Collateral without telling the Owner(s). If there is more than one Stock Account, Bank may choose which shares of Stock and Additional Collateral to sell or place a hold on. Bank will release the Held Collateral hold within 10 days after the Borrower's Account is terminated and all amounts owed have been paid. There may be some further delay in releasing the shares unless final payments have been made in collected funds (e.g. by cashier's check or certified check). Also, if the Credit Limit is decreased at the Borrower(s)' request, Bank may be able to reduce the number of shares held.

**STOCK COLLATERAL:** The Owner(s) pledges all Collateral (which means Stock and Additional Collateral) now or later in the Stock Account(s). The pledge protects Bank if the Borrower(s) does not make all the payments the Borrower(s) owes. The pledge covers all the amounts the Borrower(s) owes Bank now or later, even if the Credit Limit is increased. The Owner(s) understands all the Collateral in the Stock Account(s) is pledged to Bank, even though there may be a hold on only some of the shares. The Owner(s) may sell any shares on which a hold has not been placed. The Owner(s) gives up any exemption on the Collateral - an "exemption" is a legal protection against creditors. You do not pledge anything you buy with any Investment Equity Line of Credit loan. The Owner(s) agrees that the Transfer Agent may give Bank information about the Collateral and the Stock Account(s). The Owner(s) guarantees that no Owner(s) is an insider of a company that issues any of the Collateral. If an Owner becomes an insider, the Owner(s) agrees to notify Bank. Bank can then cancel your Account immediately.

**PERIODIC RATES:**

Your Variable ANNUAL PERCENTAGE RATES (**APRs**) are calculated by adding a margin to the Index. Your variable DAILY PERIODIC RATE (**DPR**) is equal to 1/365<sup>th</sup> of the corresponding **APR**. Your **DPR** and corresponding **APR** may increase or decrease from time to time according to the movements up or down of the Index, which is the Prime Rate published in the "Money Rates" section of the Midwest Edition of *The Wall Street Journal* on the last publication day before the date on which the billing cycle closed (in other words, the "statement date"). Any variable rate adjustment based on an Index change will be effective as of the first day of the current billing cycle, and will apply to the new and outstanding Account balances and transactions subject to that variable rate. We reserve the right to choose a comparable new Index if *The Wall Street Journal* ceases to publish a Prime Rate. The margin is the percentage we add to the Index to calculate the **APR**. The current applied Index value for your Account is 3.25%.

**USING YOUR ACCOUNT:** Bank agrees to make loans to you under your Account. Bank does not have to make loans if you are in default (see **DEFAULT** section), or your Account is canceled (see **CANCELING YOUR ACCOUNT** section). You may request a loan by writing an Investment Equity Line Check. You agree that each U. S. Bank Investment Equity Line Check will be for at least \$100.00. Or you may use your Bank issued VISA<sup>®</sup> card on your Account. You agree not to use any loan to buy or refinance any Collateral. If this line is secured by margin Collateral, you agree not to use any of the funds we lend you under this Agreement to purchase or refinance the purchase of securities.

**CREDIT LIMIT:** Your Credit Limit is provided on the Agreement that is provided with your Account. You agree not to borrow more than your Credit Limit. Bank does not have to lend you more than your Credit Limit. If you do go over your Credit Limit, you agree to pay back any extra amount immediately. Bank may lower your Credit Limit if your Collateral value decreases, in which case Bank will then send you a written notice of your new Credit Limit. If your new Credit Limit is less than your balance, then you will have to pay that extra amount.

**WRITING CHECKS ON YOUR ACCOUNT:** Bank will pay a check on your Account if:

- it is properly signed and completed, and
- there seems to be no problem with the check, and
- it is written in U.S. dollars for at least \$100, and
- it is written on Bank's U.S. Bank Investment Equity Line of Credit check form, and
- your Account has available credit to cover the amount of the check, and
- you are not in default.

Otherwise, Bank may return the check. We may return a check unpaid if:

- (a) the credit available under your Account is less than check amount;
- (b) the Account is in Default; or
- (c) the check is improperly endorsed or otherwise fails to conform to our regularly accepted standards for check payment.

If your checks have been reported as lost or stolen, you will have to obtain checks with a new Account number.

**CHECK STOP PAYMENT ORDERS:** You may request Bank to stop the payment on any check you have written on your Account. Here are some stop payment rules:

The order must be given in time. Otherwise, Bank may not be able to stop the payment. One normal working day is generally enough time, but not always.

Bank cannot stop payment without complete, accurate information about the check.

If Bank pays a check on which you stopped payment; you must prove that you did not owe the money. Otherwise, Bank does not have to pay you back.

You must use the number and address provided in the Agreement that is provided with the Account to request that payment be stopped on a check. You must call us promptly with an oral stop payment request and then provide us with a written confirmation of the stop payment request within 14 calendar days. Any written stop payment request we receive will remain in effect for 6 months, unless you renew the request in writing before the end of that time. We may pay checks more than 6 months old. There may be circumstances under which a check must be paid, even if we have received a stop payment request from you. We will not be liable to you if we do not honor your stop payment request under those circumstances. If it is determined that a check should have been paid, but was not, we will not be liable for any consequential, punitive or incidental damages if we acted in good faith. Our only obligation under those circumstances will be to pay the designated payee the amount of the check and cancel any charges assessed against your Account as a result of any wrongful failure to honor the check.

**WRONGFUL DISHONOR:** We will not be liable for consequential, punitive, or incidental damages should we wrongfully dishonor any check you have issued against your Account as long as we acted in good faith. Our sole liability will be to pay the amount of the Investment Equity Line Check and cancel any charges assessed against your Account on your credit history to consumer reporting agencies and others who may properly receive that information.

**PAYMENT:** You agree to repay all loans under your Account. You also agree to pay Bank **INTEREST CHARGES** on the loans. You also agree to pay any other amounts you may owe Bank, such as collection costs or attorney's fees as allowed by law (except in California and New Hampshire). You agree to pay at least your minimum payment by the date shown on your monthly statement. Your minimum payment includes all of the following that apply:

- a. the amount of **INTEREST CHARGE** you owe.
- b. all previous payments you have not paid.
- c. any amount over your Credit Limit.

If we cannot collect on your check or other payment item you send us to pay on your Account, we may post as an Advance transaction an amount equal to the credit previously given to you for such check or payment item and we may charge interest on this amount from the date your Account originally was credited for the payment. After a payment has been made, we reserve the right to withhold available credit in the amount of the payment for 7 business days. Any credit available before the payment is made will continue to be available for use during this time.

**MINIMUM PAYMENT:** Each month, you must pay at least the Minimum Payment and any past due Minimum Payment(s) by the Payment Due Date shown on your monthly Account statement. You may, at your option, pay more than the Minimum Payment or pay the New Balance (as stated on your monthly Account statement) in full to reduce or avoid the **INTEREST CHARGE** for the Account. Transactions posting as credits will not reduce the amount of your minimum monthly payment.

Your Minimum Payment will be calculated as follows: first we determine the "Base Minimum Payment", which is the greater of \$50 or 1% of your New Balance (not including items (1) and (2) below). To the Base Minimum Payment we may add one or more of the following items, as incurred on your Account: (1) any late and/or Account Management Fees, (2) the **INTEREST CHARGE**, and (3) if your Account is over the Credit Limit, some or all of the balance amount over your Credit Limit. If the resulting Minimum Payment is greater than \$50, the total is then rounded to the next highest dollar not to exceed your New Balance. Any Minimum Payment or additional amount you pay each month will not prepay any future Minimum Payments required, or change your obligation to make at least a Minimum Payment by the Payment Due Date.

Payment Hierarchy - We apply your minimum payment to balances with lower APRs first. Amounts paid over the minimum payment will be applied in the order of highest to lowest APR balances.

**RULES ABOUT PAYMENTS:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment.

For purposes of this Agreement, the payment date is the day we receive your check or money order at the address specified on your monthly Account statement or the day we receive your electronic or phone payment. If you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional **INTEREST CHARGES**, fees, and possible suspension of your Account.

**INTEREST CHARGE; Method of Computing Amount Subject to Interest:** We calculate the periodic rate or interest portion of the **INTEREST CHARGE** by multiplying the applicable **DPR** by the **Average Daily Balance (ADB)** (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the **ADB** separately for the Purchases, Advances and Balance Transfer categories. To get the **ADB** in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the **ADB** of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the **ADB** calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the **ADB** calculation. As described above, this Agreement provides for the compounding of interest on your Account.

**PAYING INTEREST:** There is no interest-free period for transactions that post to the Account except as provided in any Offer Materials. Transactions are subject to interest from the date they post to the Account until the date they are paid in full.

**ADVANCES:** The following transactions will be considered Advances and will be assessed Advance Fees: Cash Advances at automated teller machine (ATM) and teller locations and Cash Equivalent Advances (where permitted by law to be made by credit card). Cash Equivalent Advances include Wire Transfers, Travelers Checks, Money Orders, Foreign Cash Transactions, Casino Gaming Transactions, Betting Transactions, and Lottery Tickets. Cash Advances may be obtained at most U.S. Bank® and PLUS® SYSTEM ATM locations. ATM transactions for Investment Equity Line Visa® Access Cards are restricted to \$500.00 per day if the Account has the available credit. Minimum withdrawals will vary according to the type of ATM. Cash Advances at teller locations are restricted to a minimum of \$50.00 and a maximum advance up to the available credit.

The Advance Fee (**INTEREST CHARGE**) charged to your Account will equal the disclosed percentage of each Advance or the minimum dollar amount, whichever is greater. The maximum dollar amount, if any, is also shown below.

Type of Advance	Percentage	Minimum	Maximum
Cash Advance	2%	\$ 1.50	\$10.00
Cash Equivalent	4%	\$10.00	No Max

**OTHER CHARGES:** You agree to pay these fees.

**Annual Fee:** A fee of \$20.00 will be assessed as a loan against your Account on your first statement and the same month every year.

**Insurance Premium:** You agree to pay the premium for the Payment Protection Plan, if you signed up for it. The premium will be assessed as a loan against your Account.

**Duplicate Documentation Fee:** A fee of \$2.00 will be assessed as a loan against your Account for each copy of monthly statements, sales slips, refunds slips, cash advances or other document that is requested. If the copy proves a billing error, there will be no charge.

**Enrollment Fee:** A one-time fee of \$25.00 will be assessed as a loan against your Account and will appear on your first statement.

**Late Payment Fee:** A fee will be assessed as a loan against your Account if your Minimum Payment is not received by the Payment Due Date disclosed on your monthly Account statement (Payment Due Date is the date following the words "Payment must be received" on your statement). The fee will be assessed as follows: the first time your payment

is late, a Late Payment Fee of up to \$25.00 will be assessed. If another payment is late during the next 6 billing cycles, a Late Payment Fee of up to \$35.00 will be assessed.

**Line Change Fee:** A fee of \$15.00 will be assessed as a loan against your Account for changing the Credit Limit on your Account. Bank must agree to the change.

**Overlimit Fee:** You can request that we cover overlimit transactions by opting in as instructed below. If you opt in and we permit you to go over your Credit Limit, an Overlimit Fee will be assessed as a loan against your Account if you exceed your Credit Limit on your statement cycle date. The fee will be assessed as follows: the first time you exceed your Credit Limit, an Overlimit Fee of up to \$25.00 will be assessed. If you exceed your Credit Limit during the next 6 billing cycles, an Overlimit Fee of up to \$35.00 will be assessed. You will only pay one fee per billing cycle, even if you go over your Credit Limit multiple times in the same cycle. You may also revoke your decision to opt in for future transactions at any time.

Your decision to opt in does not solely determine whether we will authorize transactions to go over your Credit Limit. For example, even if you opt in, we still may decline any transaction that would cause you to go over your Credit Limit, such as if you are past due or significantly over your Credit Limit. In addition, we have discretion to authorize transactions that go over your Credit Limit even if you do not opt in, but you will not incur a fee for these transactions.

You may opt in, or revoke your decision to opt in, in one of the following ways at any time by: (1) calling us, (2) visiting us at the website listed on the back of your periodic statement, or (3) writing to us.

**Phone Pay Service Charge:** If you call us to make a payment on your Account and are assisted by a Cardmember Service representative to make the payment, a \$10.00 Phone Pay Service Charge will be assessed to your Account.

**Promotional Discount Transaction Fee:** We may add a Promotional Discount Transaction Fee **INTEREST CHARGE** for each Promotional Discount you receive during the billing cycle, as outlined in any Offer Materials.

**Returned Payment Fee:** A fee will be assessed as a loan against your Account if any payment on the Account is not honored or if we must return it to you because it cannot be processed. The fee will be assessed as follows: the first time your payment is returned a fee of up to \$25.00 will be assessed. If another payment is returned during the next 6 billing cycles, a fee of up to \$35.00 will be assessed. A payment that is returned unpaid will be sent for collection and may result in **INTEREST CHARGES** and revocation of Account privileges.

**Stop Pay U.S. Bank Investment Equity Line Check Fee:** A fee of \$35.00 will be assessed as a loan to the Purchase balance of your Account if you request a stop payment on a U.S. Bank Investment Equity Line Check.

**DEFAULT:** You will be in default if:

- a. the Transfer Agent (including any replacement administrator) no longer administers the Stock Account(s) in a way that Bank believes properly protects Bank's rights in the Collateral as collateral; or
- b. you do not make a payment on time; or
- c. the Credit Limit is greater than a predetermined percentage of the value of the shares in the Stock Account(s); or
- d. you do not comply with any part of this Agreement; or
- e. you become insolvent, assign any property for the benefit of creditors, go into Bankruptcy, receivership or anything similar; or
- f. Bank has a reason to believe your Account is being used for fraud; or
- g. you are a married Wisconsin resident and Bank receives written notice of termination of this Agreement from your spouse; or
- h. you die.

**BANK'S RIGHTS IF YOU ARE IN DEFAULT:** If you are in default, Bank may demand that you pay your full Account balance immediately. Bank may also sell the Collateral. If any law gives you time to cure the default, Bank will give you notice about that. You must repay all loans on your Account both before and after that notice. Bank may also exercise any other legal right it has.

**COLLECTION COSTS:** Except in California and New Hampshire, you will repay Bank any money it spends protecting the pledge or enforcing this Agreement. This includes attorney's fees unless prohibited by law. Any amount spent may be treated as a loan on your Account until you repay it.

**DELAY IN ENFORCEMENT:** Bank can delay enforcing its rights under this Agreement without losing them. Bank will still be able to recover all amounts you owe.

**CHANGES TO YOUR ACCOUNT:** Account and Agreement terms are not guaranteed for any period of time; we may change the terms of your Agreement, including APRs and fees, in accordance with applicable law and the terms of your Agreement. Your transactional experience with us may also cause a change, including an increase in the margin that is added to the Index, an increase in fees, or a decrease in the Credit Limit. Factors considered in determining the

increased rate or Credit Limit decrease may include your general credit profile, existence, seriousness and timing of the defaults under any agreement that you have with us, and other indications of the Account usage and performance. We will give you the written notice of any such change in the manner required by North Dakota and federal law. Any Agreement changes to APRs and fees will apply to all new Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law. All other Agreement changes will apply to all new and outstanding Account balances you owe under your Account as of the effective date indicated in the notice or otherwise permitted by applicable law. If you do not want to accept the changes, you must provide us with written notice at the address contained in the change in terms notice no later than 25 days after the effective date of the change. In this case, we will close your Account and permit you to pay off the outstanding Account balances in full at that time or under the terms of your existing Agreement. You will have accepted any proposed change if your Account is used after the effective date of the changed terms, even if 25 days has not elapsed after any such effective date.

**CANCELING YOUR ACCOUNT:** We may cancel your Account or suspend your ability to obtain Account credit immediately, without notice, if your Account is in Default. Even if you are not in Default, we may cancel your Account by providing notice to you. You may cancel your Account by notifying us by telephone or in writing. If you have a secured Account, your termination request must be made in writing. If this is a joint Account, we will honor a request by either of you to cancel the Account. After the Account is cancelled, you will not be able to obtain additional Account credit, except that, (a) the Account may continue to receive recurring charges for items and services until you contact and cancel delivery with the company providing the item or service, or (b) under certain circumstances if you use your Account for a transaction, the transaction may be posted to your Account. After your Account is cancelled, all amounts outstanding on your Account will be due and payable without notice or demand from us. You must cut all Access Cards and Investment Equity Line Checks in half and return them to us. If you do not pay the amount you owe under this Agreement, you will be liable for our collection costs including our reasonable attorney fees and expenses of legal actions, to the extent permitted by applicable law.

**AUTHORIZED USERS:** You agree not to allow access to your Card, Account number, Investment Equity Line Checks, or personal identification number (PIN) to anyone else to use your Account, except by asking us to issue a card to grant Account access to another person. If you allow access to your Access Card or Account information, you will be liable for any charges made by that person, unless and except as expressly required by applicable law. You agree to be responsible for all Account transactions made by a Borrower, or anyone who you have authorized by (a) asking us to issue a Access Card to grant Account access to another person; (b) lending your Access Card to or allowing Account access by another person; or (c) any other way in which you would be legally considered to have allowed another person to use your Account or to be legally prevented from denying that you did so. Be cautious when allowing another person to become an authorized user of your Account; once you allow authority to any authorized user you cannot limit that authority unless the Account is closed to future transactions. You, as a primary or joint Borrower must call us or write us with any request to cancel and remove a person's authority. We will not provide any Account information to anyone other than you and any individual you authorize has no right to make any Account changes or inquiries.

**LOST OR STOLEN ACCESS CARDS OR CHECKS:** You must notify us immediately by telephone or in writing if your Access Card or Investment Equity Line Checks are lost or stolen or there is possible unauthorized use of your Account. You will not be liable for unauthorized use of the Account. NOTE: IF YOU REPORT YOUR ACCESS CARD OR CHECKS AS LOST OR STOLEN, ALL OTHER ACCESS CARDS AND UNUSED CHECKS YOU HAVE MUST BE RETURNED TO OUR INVESTIGATIONS DEPARTMENT AND YOUR ACCOUNT WILL BE CLOSED. NEW CHECKS WILL BE ISSUED ON YOUR NEW ACCOUNT. IF YOUR OLD ACCOUNT HAD CARD ACCESS, NEW ACCESS CARDS WILL ALSO BE ISSUED ON YOUR NEW ACCOUNT.

**JOINT ACCOUNTS:** Each Borrower agrees to pay all amounts on your Account, even if another Borrower won't or can't pay, or another Borrower received the loan money. Each Borrower can cancel the Account in writing, even if the other Borrower does not want the Account canceled.

**GOVERNING LAW:** United States and North Dakota laws govern this Agreement.

**"PAYMENT IN FULL" OF DISPUTED AMOUNTS:** If you attempt to resolve any disagreement about any amount you owe by sending Bank a check marked "Payment in full" or with similar language, you must send it with an explanation to an address specified in the Agreement that is provided with the Account. If you send your check to any other address and Bank cashes it, Bank may still collect any other amount you owe.

**MISCELLANEOUS AGREEMENT PROVISIONS:**

**Introductory and Promotional Rates:** We may, at our option, offer you for a limited time introductory or promotional interest rates for all or part of new Purchase, Advance, or Balance Transfers posted to your Account. We will tell you in

the Offer Materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the Offer Materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply, or, when appropriate under the terms of this Agreement, a Penalty Rate due to an Adjustment Event (as indicated above).

**Promotional Offers:** You may take advantage of special promotional U.S. Bank Investment Equity Line Check or Balance Transfer offers that post as Purchase transactions ("Purchases"). We will, in connection with any promotional Balance Transfer or U.S. Bank Investment Equity Line Check offer we make, provide you with materials that explain whether those transactions will post and be treated as a Purchase.

**Balance Transfers (if available):** We may permit you to transfer balances and obligations to the Account that you owe other companies or financial institutions, subject to the terms and conditions disclosed in offers we may make to you from time to time. Balance Transfers will post to the Account and be separately reflected on monthly Account statements as Balance Transfer, or, depending upon the offer, may post to the Account and be treated as a Purchase, Cash Advance or some other kind of Advance transaction. We will, in connection with any Balance Transfer offer we make, provide you with materials that explain how the Balance Transfer will post to the Account and be reflected on monthly Account statements. You may not request Balance Transfers of existing obligations you owe us or our affiliates. If you request a Balance Transfer that would cause the Account to exceed its available Credit Limit, we may, at our option,

- (a) post the entire Balance Transfer requested to your Account and assess an Overlimit Fee;
- (b) post only a portion of the Balance Transfer requested to your Account up to the amount of credit available under the Credit Limit; or
- (c) refuse to process the entire amount of the Balance Transfer Requested.

**PRIVACY PLEDGE AND DISCLOSURE OF ACCOUNT INFORMATION:** You will receive a copy of our Privacy Pledge when you open your Account and at least once annually. We also keep copies of our Privacy Pledge in Bank offices and post it on our Web site at [usbank.com](http://usbank.com). Our Privacy Pledge describes how we collect, protect and use your confidential financial and other information and the circumstances in which we share your information with members of our corporate family and with unaffiliated third parties. The Privacy Pledge also tells you how you can (a) limit the ways we share, and (b) request corrections to the information we maintain about you.

**CREDIT BUREAU DISPUTES:** If you believe we have inaccurately reported information on your credit history to a credit bureau, you can call us at 1-866-234-4750 or write to us at U.S. Bank, Consumer Recovery Department, Attn: CBR Disputes, P.O. Box 108, St. Louis, MO 63166.

**ARBITRATION PROVISION:**

(a) You agree that either you or we can choose to have binding arbitration resolve any claim, dispute or controversy between you and us that arises from or relates to this Agreement or the Account and credit issued thereunder (individually and collectively, a "Claim"). This does not apply to any Claim in which the relief sought is within the jurisdictional limits of, and could be fully and properly adjudicated by, a small claims court. If arbitration is chosen by any party, the following will apply:

(1) *NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES.*

(2) Arbitration will only decide our or your Claim, and you may not consolidate or join the claims of other persons who may have similar claims. *YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS, OR AS A PRIVATE ATTORNEY GENERAL, PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.*

(3) The arbitration will be performed in accordance with this Arbitration Provision and the rules of the chosen arbitrator in effect when the Claim is filed.

(4) The arbitrator's decision will generally be final and binding, except for the limited right of appeal provided by the Federal Arbitration Act.

(5) Other rights that you would have if you went to court might also not be available in arbitration.

(b) The party commencing the arbitration may select to use either JAMS or the American Arbitration Association ("AAA") (or, if neither of these arbitration organizations will serve, then a comparable substitute arbitration organization agreed upon by the parties or, if the parties cannot agree, chosen by a court of competent jurisdiction). If JAMS is selected, the arbitration will be handled according to its Streamlined Arbitration Rules unless the Claim is for \$250,000 or more, in which case its Comprehensive Arbitration Rules shall apply. If the AAA is selected, the arbitration will be handled according to its Commercial Arbitration Rules. You may obtain rules and forms for JAMS by contacting JAMS at 1-800-352-5267 or [www.jamsadr.com](http://www.jamsadr.com)

and for the AAA by contacting the AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance your filing and hearing fees for any Claim you may file against us. If you prevail on your Claim, we will pay your arbitration costs and fees, other than attorney, expert and witness fees and expenses. We will also pay any fees or expenses that applicable law requires us to pay. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, including but not limited to applicable statutes of limitation, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) This Arbitration Provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration Provision shall be governed by federal law, including the Federal Arbitration Act, and by North Dakota law, without regard to its internal conflict of law principles, to the extent such state law does not conflict with federal law or this Arbitration Provision. Notwithstanding any language of this Agreement to the contrary, should any portion of this Arbitration Provision be held invalid or unenforceable by a court or other body of competent jurisdiction, this entire Arbitration Provision shall be automatically terminated and all other provisions of this Agreement shall remain in full force and effect.

**THE FOLLOWING PROVISIONS APPLY TO YOUR ACCESS CARD:**

**EXPANDED ACCOUNT ACCESS:** Any Card or PIN issued to or selected by you under this Agreement will access multiple checking, savings, line of credit and credit card accounts in your name with us or our bank affiliates; and any Account opened under this Agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by us or our bank affiliates. “Expanded Account Access” means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or via any other available method. There are no additional fees or charges for Expanded Account Access. The fees and terms disclosed for each Account apply. Expanded Account Access may be available for up to 5 checking, 5 savings, 5 line of credit and credit card accounts, and at other ATMs and with other available methods of access, other limitations apply. Call Cardmember Service to cancel Expanded Account Access, allowing a reasonable time for cancellation to become effective. Canceling the service for this Account will cancel your ability to use Expanded Account Access by all of your other accounts.

**MERCHANT ACCEPTANCE:** Bank cannot be responsible if someone won’t accept your card. Also, Bank cannot be responsible for anything purchased with your card. Only the merchant who sold you the product can accept returns.

**LIMITS ON USING YOUR CARD:** When you use your card, the merchant or teller may have to get an “authorization.” Your card is limited to a certain number of authorizations per day. That limit may change. You may not be able to use your card if: you are over your Credit Limit or you are in default.

**USING YOUR CARD IN A FOREIGN COUNTRY:** You may use your Card for retail Purchases at foreign merchants and for cash withdrawals from foreign ATMs that bear either the PLUS System or the Visa logo. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered foreign transactions under the applicable Visa rules, in which case we will add the Foreign Transaction Fee **INTEREST CHARGE** described in this section to those transactions. We do not control how these merchants, ATMs, and transactions are classified for this purpose. The exchange rate in effect when the transaction is processed may differ from the rate in effect on the date of the transaction or the date of the posting of the transaction to your Account.

If you use your Card at a merchant or an ATM that bears the Visa logo (and no PLUS System logo), the transaction will be processed through the Visa system and will be converted into U.S. Dollars according to the applicable rules established by Visa from time to time. Currently, the currency conversion rate used by Visa to determine the foreign currency transaction amount in U.S. Dollars is determined by multiplying the amount of the foreign currency transaction times (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. If your foreign transaction is in foreign currency prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of 3% of the Purchase transaction or 3% of the ATM transaction. If your foreign transaction is in or converted to U.S. Dollars prior to being processed by Visa, we will add a Foreign Transaction Fee **INTEREST CHARGE** of 2% of the Purchase transaction or 2% of the ATM transaction.

If you use your Card at an ATM that bears only the PLUS System logo (and no Visa logo), the transaction will be processed through the PLUS System and will be converted into U.S. Dollars at the exchange rate established, from time

to time, by the operator of that ATM. To the converted transaction we will not add a Foreign Transaction Fee **INTEREST CHARGE.**

If you use your Card at an ATM that bears both the Visa and PLUS System logos, the ATM operator will determine whether to send your transaction over the Visa or PLUS System network using such network's respective currency conversion rules then in effect (as explained above).

### **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, call or write to us.

In your letter or call, 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.

#### **What Will Happen After We Receive Your Letter or Call:**

When we receive your letter or call, we must do two things:

1. Within 30 days of receiving your letter or call, 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 or call, 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.

#### **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 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.

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.

**SPECIAL RULES FOR VISA® ACCESS CARD PURCHASES DO NOT APPLY TO PURCHASES MADE WITH INVESTMENT EQUITY LINE CHECKS.**

The creditor and issuer of your Account is U.S. Bank National Association ND.

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