the other party. As an example, and not by way of limitation, if we file a lawsuit against you in court to collect a debt and you file a counterclaim against us in that lawsuit, we have the right to demand that the entire Dispute, including our original lawsuit against you and your counterclaim against us, be arbitrated in accordance with this arbitration provision. You and we agree that bringing the lawsuit shall not operate as a waiver of our right to demand arbitration.

Cost of Arbitration: If you start arbitration, you agree to pay the initial filing fee and deposit required by the AAA. If we start arbitration we will pay the filing fee and deposit. If you believe you are financially unable to pay such fees you may ask the AAA to defer or reduce such fees, pursuant to the Commercial Arbitration Rules and Procedures. If the AAA does not defer or reduce such fees so that you are able to afford them we will, upon your written request, pay the fees, subject to any later allocation of the fees and expenses between you and us by the arbitrator. There may be other costs during the arbitration such as attorney's fees, expenses of travel to the arbitration, and the costs of the arbitration hearings. The Commercial Arbitration Rules and Procedures determine who will pay those fees.

Location of Arbitration: Any arbitration hearing will take place in the state in which you live unless you and we both agree to another location.

Enforcement of Arbitration: After the arbitrator has made a decision, either you or we may take any legal action, including filing a lawsuit, to enforce the arbitrator's decision in any federal or state court that has jurisdiction.

CHANGE OF ADDRESS:

If you move, you must notify us of your new address as well as your new phone numbers in writing. Please write them on the payment stub of your Monthly Statement so we can change our records.

AMENDMENT:

We can amend this Agreement from time to time upon forty five days advance notice to you. The new terms, including any increase or decrease in the fees, charges or periodic rate, shall apply both to New Purchases and to New Cash Advances made on and after the effective date. In case of any change in the periodic rate or certain fees, the new fees, periodic rate and APR will not be more than the maximum rate permitted by applicable law.

ASSIGNMENT:

We can assign the Agreement to others upon proper notification to you. You may not assign

this Agreement to others without our permission. IBERIABANK has in the past sold and assigned all or part of its credit card portfolio to one or more financial institutions located in states other than Louisiana. At its sole discretion, IBERIABANK reserves the right to do so again, and any such sale may include your Account. IBERIABANK has also denied credit solely on the basis that the applicant previously had an Account with IBERIABANK that was sold and assigned to another institution. In the event your Account is sold to another institution, IBERIABANK reserves the right to deny your application for another credit card on this basis. In the event your Account is sold to another institution, the purchaser may elect to offer you Account terms and conditions which differ from those set forth in this Agreement and which may include an Annual Percentage Rate which is substantially higher than the Annual Percentage Rate offered by IBERIABANK. The purchaser may also offer you the option of rejecting the new terms and conditions, but it is highly probable that your rejection of new terms and conditions offered by a purchaser would result in cancellation of your right to make purchases or obtain cash advances with your card. In the event your card is canceled under these circumstances and your account was assessed an annual fee, IBERIABANK will refund a portion of your annual fee. The amount of the refund will be determined by multiplying the annual fee most recently charged to your Account by a fraction, the numerator of which is the number of days remaining in the one year period covered by the fee and the denominator of which is 365. It may be necessary for you to provide IBERIABANK with a written request for the refund, since IBERIABANK may not have access to records indicating who would be entitled to a refund. In the event your card is canceled, you will still be obligated to pay the existing balance of your Account in accordance with the terms of this Agreement.

APPLICABLE LAW:

We are a bank (IBERIABANK) whose home state is Louisiana. Your Account and each advance of principal there under will be a loan made in Louisiana. Questions arising in connection with this Agreement or your Account will be decided by, as applicable, (i) Louisiana law, (ii) any laws of other states which are made applicable by laws of the State of Louisiana, including Title 6 of the Louisiana Revised Statutes, and (iii) the laws of the United States of America.

For information about product specific enhancements, you may view full disclosures at http://creditcards.iberiabank.com, email: creditcard.servicing@iberiabank.com or call (800) 563-8891.

IMPORTANT INFORMATION TO READ AND SAVE

IBERIABANK

CARDHOLDER CREDIT CARD AGREEMENT AND ADDITIONAL DISCLOSURES

(MEMBERSHIP RULES)

IBR0113VPL

CARDHOLDER DISCLOSURE AND CREDIT CARD AGREEMENT

This agreement explains the terms of your credit card account with IBERIABANK, we are a federally-chartered savings bank with our headquarters located in Louisiana. Please read it carefully and keep it for your records.

MEANING OF WORDS:

In this agreement the words "You", "Your", "Yours", and "Borrower" mean anyone who signs the Credit Card Application or otherwise agrees in writing to be obligated under this agreement. The words "We" and "Us" mean IBERIABANK, 200 West Congress Street, Lafayette, Louisiana the Creditor under this agreement. The word "Account" means your Credit Card Account. The word "Card(s)" means any Visa Credit Card(s) which IBERIABANK issues on your Account. The word "Purchases" means amounts charged to your Account when you use your Card(s) or give your Account number to buy or lease goods or services. "Purchases" also means the fees and charges which, when charged to your Account, are treated as purchases and are subject to an **INTEREST CHARGE**. The phrase "Cash Advances" means loans charged to your Account which you obtain by use of your Card, your Account number or your Convenience Checks. The phrase "Convenience Checks" means checks charged to your Account which you use to buy or lease goods or services or obtain cash. The phrase "Balance Transfer Checks" means checks charged to your Account which you use to pay credit or charge accounts at another financial institution or department store.

YOUR RESPONSIBILITY:

This agreement applies to any Card(s) we have issued you. You will be obligated by this Agreement as soon as you use your Card(s) for a Purchase, Balance Transfer or Cash Advance. If you applied for a joint account, each of you will be obligated to pay all amounts owing on your Account. Upon request we may issue additional Cards to person(s) you authorize to use the Account. You are responsible for paying all charges they make with their Card(s). You agree to the terms of this agreement as it may be amended from time to time, when you obtain credit or authorize others to obtain credit under this Agreement. Anyone you authorize to use the Account is also subject to the terms of this Agreement.

PROMISE TO PAY:

When you use your Account or permit anyone

else to use it for a Purchase or Cash Advance, you promise to pay us in accordance with the terms of this Agreement, the total amount of all purchases and Cash Advances. You also promise to pay any **INTEREST CHARGE** owing under this agreement as explained below. The Bank does not waive its rights to collect the full amount due if you pay late or you pay part of the bill, even if you write the words "Paid in Full" (or similar words) on any correspondence to the Bank.

CREDIT LIMIT:

Your Account will have a credit limit that we set. We may change the limit at any time and for any reason and, if we do, we will notify you promptly thereafter. You agree that the outstanding balance of you Account (including **INTEREST CHARGES**) will never exceed this amount, but that if we allow it to, which we may, you agree to pay us the excess when we ask you to. You can apply for a higher credit limit at any time you wish.

ANNUAL MEMBERSHIP FEE:

There is no annual membership fee.

PURCHASES:

You may use your Card(s) to charge purchases of goods and services wherever the Card(s) is/are honored by signing a Sales Slip. Except as provided in the accompanying notice about your rights to dispute any billing errors, we will not be responsible to you for any claim you may have about the quality of goods or services purchased with our Card(s). We also are not and will not be responsible for any damage or injury caused by goods or services that you purchase with your Card(s).

CASH ADVANCES:

You can use your Card(s) to obtain a Cash Advance (borrow money) at any participating bank by presenting your Card(s) and completing a Cash Advance Slip. You can also use your Card(s) to obtain a Cash Advance from an Automated Teller Machine (ATM) that accepts the Card(s). Cash Advances and ATM Withdrawals will be limited to 50% of your credit line available.

You agree to pay the Bank a Cash Advance Fee of five percent (5%) of the transaction amount for all transactions. There is a minimum fee of $5.00 per transaction and a maximum fee of $100.00 per transaction. The fee will apply to all Cash Advances, excluding balance transfers.

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 purchases. 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 the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at:

IBERIABANK
PO Box 31535, Tampa, FL 33631-3535
creditcard.servicing@iberiabank.com

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.

ARBITRATION:

THIS ARBITRATION PROVISION LIMITS OUR RIGHT TO LITIGATE CLAIMS IN COURT AND YOUR RIGHT TO A JURY TRIAL. YOU

SHOULD READ THIS PROVISION CAREFULLY. Any claim, dispute, or controversy (a "Dispute") between you and us including without limitation those related to this Cardmember Agreement, your Account, goods or services purchased in whole or part by use of your Account, or those relating to the validity, enforceability or scope of this arbitration provision shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the Commercial Arbitration Rules and Procedures of the American Arbitration Association (AAA). This arbitration provision also applies to any Dispute between you and any of our employees, our affiliate companies, and any of their employees. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. S1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor all claims of privilege recognized at law. This arbitration provision is fully binding in the event a class action is filed in which you would be a class representative or member. You and we agree that arbitrations pursuant to this arbitration provision which involve you and us and/or us and any other person cannot be consolidated. You and we further agree that there shall be no class action arbitration pursuant to this arbitration provision. This arbitration provision shall survive the inactivation or termination of this Cardmember Agreement or your account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining provisions are severable and enforceable to the fullest extent permitted by law. This arbitration provision supersedes any prior arbitration provision that there may be between you and us.

To Start Arbitration: Either you or we can start arbitration any time a Dispute arises between you and us. To start arbitration, you or we must contact the AAA at:
American Arbitration Association
13455 Noel Road, Two Galleria Tower,
Suite 1750, Dallas, TX 75240-6636

For more information about the arbitration process, or to obtain a copy of the Commercial Arbitration Rules and Procedures, contact the AAA at 1-800-426-8792, or log onto their web site at http://www.adr.org.

No Waiver: You and we agree that bringing a lawsuit, counterclaim, or other action in court shall not be deemed a waiver of the right to demand arbitration of any Dispute brought by

Card(s) and also any other Credit Access Devices we may have issued for your Account. You will be in default if you do not make a payment on time on this Account or any other loan from us, or if you go over the credit limit on this Account, or if you break any promises under any agreement with us. You will also be in default if you die or become bankrupt, or give us false information to get this Account, or if anything happens that leads us to believe in good faith that you will not pay us what you owe us or keep your promises to us.

You will also be in default if the usual business of any persons or organization that must pay on this Account is suspended or stopped or someone tries by legal process to reorganize, liquidate, or dissolve this business. Copies of documents like Monthly Statements, Sales Slips, Cash Advance forms, and Loan Checks will be competent evidence before a court to establish the amount you owe to us. We will have no obligation to produce the originals.

COLLECTION COSTS:

If you default, you agree to pay our collection costs, including court costs and reasonable attorney's fees.

OTHERS USING YOUR ACCOUNT:

You promise to pay for all Purchases and Advances made by anyone you authorize to use your Account, whether or not you notify us that they will be using it. If someone else is authorized to use your Account and you want to end that person's privilege, you must let us know in writing. If he or she has a Card you must return that Card with your written notice.

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 us at: **Customer Service, P.O. Box 31535, Tampa, FL 33631-3535**. You may also contact us on the Web via e-mail: ***creditcard.servicing@iberiabank.com.***

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 or electronically via e-mail. 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 the 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 the 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.

CONVENIENCE CHECKS:

We may issue Convenience Checks on your Account and you may use them as regular checks; however, you cannot use a Convenience Check to pay any amount owing on your Credit Card Account under this Agreement. Convenience Checks will be treated as Purchases on your Account.

We may not pay any Convenience Check if, by paying the check, your unpaid balance would exceed your credit limit, you are attempting to pay another account you have with IBERIABANK or if you are in default, or if we have canceled your credit availability. If we decline to pay a Convenience Check for any of the above reasons, we will charge you a fee of $35.00.

BALANCE TRANSFERS:

We may permit you to transfer a balance from your credit card account(s) at other financial institutions or department stores; however, we will not pay a Balance Transfer Check if by paying the check your unpaid balance would exceed your credit limit, if the Check was written for a purpose other than transferring the balance of another credit account to your Account with us, if you are in default, or if we have canceled your credit availability. If we decline to pay a Balance Transfer Check for any of the above reasons, we will charge you a fee of $35.00. Balance Transfers will be treated as Purchases.

You agree to pay the Bank a Balance Transfer Fee of two percent (2%) of the transaction amount for all Balance Transfers accepted. There is not a minimum or maximum fee applicable to transactions. The fee will apply to all Balance Transfers.

MONTHLY STATEMENT:

At the end of every monthly billing period, we will send you a billing statement advising you of the status of your Account, if there is a balance on it, or if we have imposed an **INTEREST CHARGE.** This billing statement will include such items as the advances we made for you, the **INTEREST CHARGE** imposed, the payments we received, the total amount you owe us (the "New Balance"), the minimum payment you must make to us and when that payment is due. The payment due date is twenty five (25) days from the closing date for billing. As explained below, late payment can result in a Late Fee.

MINIMUM PAYMENT:

You can pay off all your purchases and advances in full each month, or you can pay in monthly installments. If you decide to pay in installments, then you must pay us each billing cycle, a minimum payment of at least equal to $15 or 2% of your outstanding balance whichever is greater, plus any amount which is past due or which exceeds your credit limit. Account balance that is less than $15 will be due in full.

LATE FEES:

If we do not receive at least the minimum monthly payment, on or before the Payment Due Date shown on your monthly statement, you may be charged a late fee based on the balance of your account for each such late payment up to $35. Late Fees will be identified on your monthly statement and treated as purchases due currently.

DOCUMENT RETRIEVAL AND OTHER FEES:

A fee of $5.00 will apply per page for requested statement copies. Anyone who makes a payment by phone by calling one of our customer service representatives will be assessed a fee of $7.00 per payment made. If you ask for a copy of any Sales Slip or Cash Advance Slip, we will charge you $13.00 for each copy we provide. However, there will be no charge to you if we provided the copy in response to a billing error and our investigation shows that you are correct. We may charge a fee of $35.00 for any check returned to us, for any reason, as non-payable. We may charge a fee of $5.00 each time we provide you with an additional or replacement card at your request. We may charge you a fee of $10.00 each time we stop payment of a Convenience Check or a Balance Transfer Check at your request. We may charge you a fee of $10.00 each time we change the monthly Payment Due Date for your Account at your request. We may charge you a fee of $15.00 if we delete a Cardholder or an additional authorized Signer at your request. You are entitled to have a total of two Cardholders and additional authorized Signers on your Account at no charge. We may charge you a fee of $15.00 for adding any additional Cardholders or authorized Signers. We may charge you a fee of $5.00 for sending you a replacement Personal Identification Number mailer or changing the one randomly assigned by the computer.

APPLICATION OF PAYMENTS:

In Accordance with applicable law, we will choose the order in which any Minimum

Payment will be applied to your indebtedness to us at the time the payment is made. Any payment you make in excess of any required Minimum Payment will be applied first to balances with the highest **ANNUAL PERCENTAGE RATE** and then to each successive balance bearing the next highest **ANNUAL PERCENTAGE RATE**. Payments in excess of the required Minimum Payment will not affect your obligation to make future required Minimum Payments, calculated in accordance with this Agreement, while any balances are outstanding. We will allow time for checks and automatic payments to be honored by your bank before the funds will be available for future purchases, cash advances or balance transfers. Payments received after 5:00 pm which are mailed to the address on your monthly statement will be posted the following business day. From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain **INTEREST CHARGES** on all or a portion of your Credit Card account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and all the terms of the Agreement will resume. We may allow time for checks and automatic payments to be honored by your bank before the funds will be available for future purchases, cash advances, balance transfers or convenience checks.

INTEREST CHARGE:

An **INTEREST CHARGE** will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance within that 25-day period, an **INTEREST CHARGE** will be imposed on the unpaid average daily balance of the Credit Purchases comprising such New Balance.

The **INTEREST CHARGE** will be imposed on such Credit Purchases from the closing date of the statement. The **INTEREST CHARGE** will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from that closing date.

The **INTEREST CHARGE** on Credit Purchases

for a billing cycle is computed by applying the "Monthly Periodic Rate" to the Average Daily Balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. To get the "Monthly Periodic Rate" applicable to the current billing cycle, the Annual Percentage Rate (APR) in effect is divided by 12. If you elect not to pay the entire New Balance within the 25-day period, each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of the Credit Purchases at the beginning of the billing cycle any new Credit Purchases made on your Account, and subtracting payments as received and credits as posted to your Account, but excluding any unpaid **INTEREST CHARGES**. If you pay your balance in full each month, but pay less than the full balance in any given month, we will credit any payment made within the 25-day period on the first day of the billing cycle.

You cannot avoid **INTEREST CHARGES** on Cash Advances. **INTEREST CHARGES** on Cash Advances begin on the date of the advance and continue until your Cash Advance Balance is paid in full.

The Average Daily Balance of Cash Advances is the sum of the unpaid balances of Cash Advances on each day of the current billing cycle divided by the number of days in the current billing cycle.

Such unpaid balances on Purchases and Cash Advances are subject to **INTEREST CHARGES** computed by applying a Monthly Periodic Rate as explained above.

The minimum **INTEREST CHARGE** is $ .50.

ANNUAL PERCENTAGE RATE:

The **ANNUAL PERCENTAGE RATES** (APRs) applicable to your Account may vary or increase. The APRs will be determined monthly by adding a Spread to an Index. The Index for each billing cycle is the U.S. "Prime Rate" published in the Money Rates table of the Wall Street Journal during the calendar month immediately preceding the calendar month in which the billing cycle ends. In each case, the spreads applicable to your Account will be based on our assessment of your creditworthiness at the time of your application. Please see attached letter and Account Opening Disclosure for specific information that relates to the current value of the index and your applicable spread.

CREDIT BALANCE:

If your total new balance is a credit balance, we will refund the amount of the credit to you promptly, if you request us to in writing, or as required by law. Credit balances of less than $1.00 will not be refunded unless requested by the cardholder prior to the balance being on the account for less than 90 days.

FOREIGN TRANSACTIONS:

If you make any purchase in foreign currencies, Visa U.S.A. will convert the foreign currencies into U.S. Dollars using their applicable currency conversion procedures. Currently the conversion procedures utilize a rate selected from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate they receive, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the Bank. You agree to pay the Bank the sum in U.S. Dollars as converted by Visa U.S.A. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your card. Transactions with a foreign merchant may or may not involve a currency conversion. You agree to pay the Bank a foreign transaction fee of two percent (2%) of each transaction in U.S. dollars.

ILLEGAL TRANSACTIONS:

You may not use your Credit Card for any illegal transaction.

SECURITY INTEREST:

Collateral securing other loans with us, other than a dwelling used as your principal residence, may also secure this Account.

LOST CARDS

Though you may not be liable for the unauthorized use of your Card(s), you will immediately notify us of the loss, theft, or possible unauthorized use as soon as it is known to you in order to limit any potential loss. You will telephone us at **1-800-765-0853** to report any such occurrence.

LIABILITY FOR UNAUTHORIZED USE:

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to use immediately at:

Customer Service , P.O. Box 31535, Tampa, FL 33631-3535, or call us at 1-800-765-0853. You may also contact us on the Web via e-mail: **creditcard.servicing@iberiabank.com**. 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 [**unless this account is for business use and 10 or more cards are issued to employees of your company in which case there will be no limit on your liability for unauthorized use**]. You may have no liability if certain conditions are met in accordance with the Visa © Zero Liability program (contact us for more details).

CANCELLATION OF CREDIT AVAILABILITY AND CREATION OF NEW ACCOUNTS:

We can cancel your Account any time, by phone or by writing you at the address shown for you on our Account records. You can cancel your Account by writing to us. Of course, if your Account is canceled, you are required to pay everything you owe us, including any amounts that have not been billed to you yet. You are also required to return all Card(s) we have given you. In the event we cancel your Account, we may offer to enter into a new contract with you establishing a new Account to replace the one we canceled. One method we may use to offer you a new contract is to include a notice in your monthly billing statement (i) advising you of the cancellation of your existing Account, (ii) offering to enter into a new contract with you establishing a new Account which you can access with your existing card, (iii) setting forth the terms of the new contract (which may include terms incorporated by reference from this or any other agreement we have previously had with you) and (iv) advising you that your use of the card to purchase goods or services or obtain cash after you have received the notice will constitute your agreement to the terms of the new contract. You and we now agree that our sending such a notice to you coupled with your subsequent use of your credit card in the manner set forth in the notice will be one means by which we can form a valid, enforceable contract with one another on the terms set forth in the notice.

DEFAULT:

If you are in default, we may require you to pay the entire unpaid balance of your Account at once. We may also cancel your right to charge amounts to this Account. If we ask, you agree to promptly cut in half and return to us all Credit

Pricing Addendum

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	9.25% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	**1.99%** Introductory APR for six billing periods from the date of the balance transfer check.* After that, your APR will be the same as your assigned purchase rate. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**14.75%** This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $.50.
Fees	
Set-up and Maintenance Fees	
• Annual Fee	**None**
• Additional Card Fee	**$5** per occurrence
Transaction Fees	
• Balance Transfer	**2%** of the transfer amount
• Cash Advance	Either **$5** or **5%** of the amount of each transfer, whichever is greater (maximum fee: **$100**)
• Foreign Transaction	**2%** of the transaction amount for all transactions where the merchant country is not the United States, regardless of whether a currency conversion occurs.
Penalty Fees	
• Late Payment	up to **$35**
• Returned Payment	up to **$35**
***Introductory APR offer for Balance Transfers**	Balance Transfer option must be used by the end of the third month following account opening or the day you receive your card, whichever is later, to receive the 1.99 APR for six billing cycles on those balances. After that, the standard APR for balance transfers will apply. You may only conduct a balance transfer using a balance transfer check, which you receive(d) with your account agreement.

Rates applicable to this account are as follows:

Purchases – An Annual Percentage Rate of 9.25%, which is a Variable Purchase Rate of Prime plus 6.00%, having a Monthly Periodic Rate of 0.77%.

Cash Advances and Convenience Checks– An Annual Percentage Rate of 14.75%, which is a Variable Cash Advance Rate of Prime plus 11.50%, having a Monthly Periodic Rate of 1.23%.

Balance Transfers – An Annual Percentage Rate of 1.99%, having a Monthly Periodic Rate of 0.17%, for the first six (6) billing cycles from the date the check is posted to your account with your Variable Purchase Rate thereafter. Balance Transfer checks must be used within three (3) months of the account open date in order to take advantage of the 1.99% promotional offer. The

Variable Purchase Rate will apply to any Balance Transfer Checks that are posted during a non-promotional period.

Index – As of April 25, 2011 the U.S. Prime Rate is 3.25%.

The ANNUAL PERCENTAGE RATES (APRs) applicable to this account may vary or increase monthly. The APRs will be determined monthly by adding a Spread to an Index. The Index for each billing cycle is the highest U.S. “Prime Rate” published in the Money Rates Table of the Wall Street Journal during the calendar month immediately preceding the calendar month in which the billing cycle ends. In each case, the spreads applicable to your Account will be based on our assessment of your creditworthiness at the time of your application.

To calculate your balance we use a method called “average daily balance (including new purchase).” We figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”