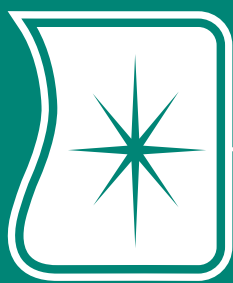


Welcome to **Heartland Bank!**

Important information about your Citizens First National
Bank accounts and services *starting May 20, 2013*



Heartland
Bank

and Trust
Company
MEMBER FDIC

***We're here
for you!***

WELCOME TO HEARTLAND BANK



April 2013

Greetings!

Since Friday, November 2, 2012 when Heartland Bank assumed the deposit and loan accounts of Citizens First National Bank, we have been making careful plans to bring your accounts over to our system so you can fully take advantage of all Heartland Bank has to offer!

Important Date

On Monday, **May 20**, you will have the added convenience of using all Heartland Bank services and locations in 48 communities! The transfer of your accounts to the Heartland Bank system will take place the weekend of May 18-19.

This welcome booklet is designed to help you understand the process and how it may affect your accounts. It also includes information that will help you get to know Heartland Bank a little better. Please take some time to read it, noting important dates and other information about the coming conversion. By all means, please let us know if you have any questions.

Heartland Bank has the technology and products you need, and having grown from rural roots in small Midwestern communities, we also provide the level of service you expect and deserve from a community bank. We are delighted to have you as a Heartland Bank customer!

Best regards,

A handwritten signature in black ink, appearing to read "Fred L. Drake".

Fred L. Drake

Chairman and CEO

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GENERATIONS OF SERVICE

Heartland Bank is widely recognized as one of the strongest and most progressive banks in the area. Our name accurately describes who we are—a locally owned community bank with roots right here in Illinois. Our history of banking service goes back three generations—to the early 1900s—when the Drake family began its involvement in the banking industry. We’ve had the opportunity to grow and change over the years—time to become an integral part of the communities we serve. And we look forward to serving you for many years to come.

OUR BEGINNINGS

M.B. Drake understood the importance of the community. He believed that people had a responsibility to each other. He valued getting to know people and treated them with respect. “It’s nice to be important, but it’s more important to be nice,” he would say. And that’s how he approached banking when he helped start a rural Illinois community bank in 1920 that would lead to a family tradition.



After graduating from the University of Illinois and a stint in the Navy, M.B.’s son, **George Drake**, followed in his father’s footsteps as he, too, pursued a career in banking. His association with the El Paso, Illinois community began in 1964, when he moved his young family to this rural town. He founded Heartland Bancorp, Inc. in 1981 and remains active as Vice Chairman of Heartland Bank.



Allen Drake, George’s oldest son, is a graduate of the University of Illinois and a long-time resident of El Paso. Since 1979 he has held positions such as Chairman of the Board and Manager of our El Paso locations. Now retired, Allen continues to serve on the Heartland Bank Board of Directors.



OUR LEADERSHIP TODAY

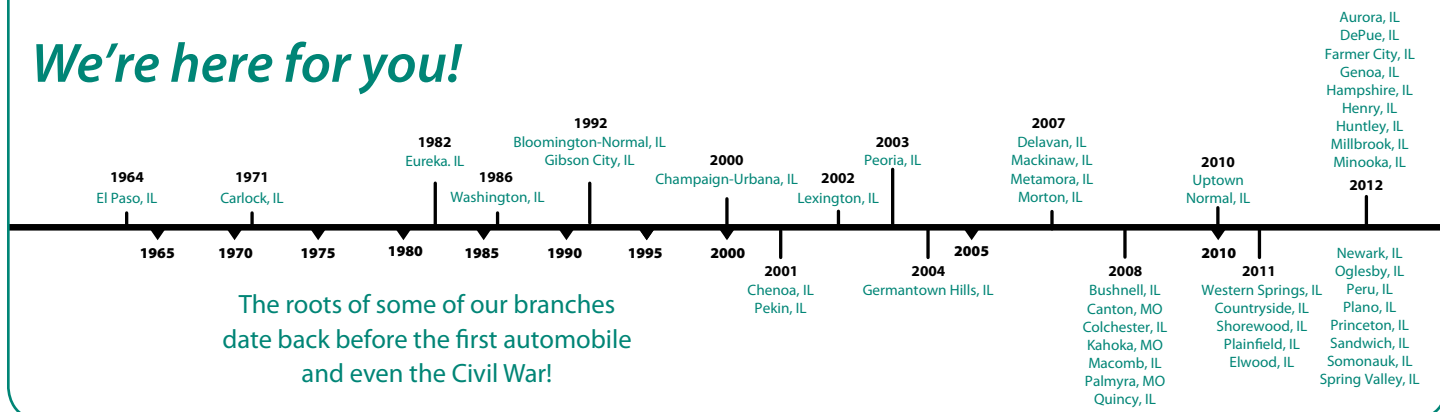
Fred Drake, George’s youngest son, is also a University of Illinois graduate and has been working in banking since high school. He moved Heartland Bank and Trust Company to Bloomington-Normal in 1992 and holds the position of Chairman and Chief Executive Officer. Working from Bloomington-Normal, Illinois, Fred continues the company tradition of hands-on management.

At Heartland Bank, we’re proud of the strength of our bank, the capabilities we have, the services we offer, and the people who offer those services to you. Get to know us and you’ll understand why we say, **“At Heartland Bank, we’re here for you!”**

STEADFAST PHILOSOPHY

With strong and conservative roots, we look forward to continued success as a leading community bank. We’ve remained committed to communities that fit our mission – those that value what a true community bank can bring. We are excited about the road ahead and what it means to the people and communities we serve. Our focus remains the same today as it was over 90 years ago: provide quality service and products customers expect and deserve.

We’re here for you!



IMPORTANT DATES: MAY 2013

Monday, May 13

ATM/Debit Cards Arrive. If you currently have a Citizens First National Bank ATM or debit card, you will receive your new Heartland Bank Visa® Debit Card the week of May 13, along with additional information about the card. You will be issued a new Personal Identification Number (PIN) which will arrive in a separate envelope. You may change your PIN by visiting any Heartland Bank office at your convenience.

Continue to use your Citizens First National Bank ATM/debit card through Sunday, May 19. You will begin using your new Heartland Bank card on Monday, May 20. See page 9 for additional information.

Bill Pay Access. *Bill Pay access will be available until 5 p.m.* If you are currently enrolled in these services, you will also receive an Electronic Banking Services Guide separately to assist you in this area.

Friday, May 17

Online Banking. Online Banking access will be available until 5p.m. If you are currently enrolled in these services, you will also receive an Electronic Banking Services Guide separately to assist you in this area.

Checking and savings account statements will be processed. Please see page 6 for additional information.

Saturday, May 18

Branch offices will be open normal business hours.

Monday, May 20

Full Service Available. All offices of Heartland Bank are now available to you for your banking needs!

- You may continue to use your existing checks. Your account numbers will remain the same.
- You may access your online accounts and Bill Pay at hbtbank.com. You will receive a separate Electronic Banking Services guide to assist you in this area.
- Please begin using your Heartland Bank ATM/Visa® Debit Card after 8:00 a.m. Citizens First National Bank cards **will be deactivated**.

TeleBank Available. Your accounts will be available through Heartland TeleBank, our 24-hour phone inquiry system. Please see page 9 for additional information on establishing your PIN.

FDIC Insurance Coverage

Q: Are my accounts still insured by the FDIC?

A: Yes. Heartland Bank is FDIC-insured and your accounts will continue to be covered by FDIC insurance as they are now. The FDIC standard coverage per depositor per financial institution is \$250,000.

Q: I already have other deposit accounts with Heartland Bank. When combined with balances at Citizens First National Bank, my deposits exceed \$250,000. Are all funds insured?

A: All deposit accounts transferred to Heartland Bank and Trust Company will be separately insured for at least six months after the merger. This grace period gives you the opportunity to restructure the accounts, if necessary.

CDs from Citizens First National Bank are separately insured until the earliest maturity date after the end of the six month grace period (May 2, 2013).

CDs that mature during the six-month period and are renewed for the same term and in the same dollar amount (either with or without accrued interest) continue to be separately insured until the first maturity date after the six-month period.

If a CD matures during the six-month grace period and is renewed on any other basis, it would be separately insured only until the end of the six-month grace period.

Q: How do I verify my FDIC coverage?

A: The FDIC has useful tools online to help you determine your FDIC insurance coverage. Visit www.fdic.gov for more information or visit your local office.

CHART OF ACCOUNTS

Heartland Bank has a deposit account that's right for you! Based on information we already have about your current account, we have placed you in the type of Heartland Bank deposit account most like your Citizens First National Bank account. Below is a reference chart of substitutions, followed by the account descriptions and change in terms. If you feel that a different account would better meet your needs and you would like to make a change, please contact a Retail Banker at any location to discuss other options. We'll be happy to make changes and get you in an account that fits your needs!

CFNB	Heartland Bank
<i>If you had this account:</i>	<i>You now have this account:</i>
CHECKING ACCOUNTS	
Interest Checking Individual	Capital Interest Checking
All In One Interest Checking	
All In One Select Checking	
Select Checking	
Interest Checking	
Hi Powered Checking	
Preferred Checking	Totally Free Checking
All in One Checking	
Student Checking	
Absolutely Free Checking	
E-Green Checking	
Freedom Plus	
Absolutely e-Checking	
Free Checking	
Spirit Checking	Capital Interest, 50+ Free Interest, VIP Free Interest or Totally Free Checking
HSA Health Checking Account	Health Savings Account
Business Checking	Totally Free Business Checking or Commercial Checking depending on the additional business services tied to the account.
Small Business Checking Corp.	
Community Business Checking	
Community Checking	
Remote Deposit Capture with Earnings Credit	
Interest Checking Non-personal	Business Checking with Interest
Interest Checking Sole Proprietor	
Small Business Checking Personal	
Cash Management	Commercial Checking
Interest Checking IOLTA	IOLTA

CFNB	Heartland Bank
<i>If you had this account:</i>	<i>You now have this account:</i>
SAVINGS ACCOUNTS	
Regular Savings or Minor / Student Savings	Regular Savings
Business Savings	
Business Public Funds	
Non-Profit	
Senior Citizen	Super Savers
Christmas Club	
Rainy Day Savings Spring/Summer/Fall	
Liberty IRA	These will be renewed as 18-month Variable rate IRA Certificates of Deposit.
The first maturity date will be set at 18 months from the date of the last deposit into your Citizens First National Bank Liberty IRA. Deposits can be made to this account at any time and for any amount.	
Note: Heartland Bank and Trust Company is now the custodian of all former Citizens First National Bank IRAs.	
MONEY MARKET ACCOUNTS	
Business Repurchase Accounts	Repurchase Sweep
Hi Yield Money Market	Super Money Market
Hi Yield Money Market Corp.	
PUBLIC ENTITIES ACCOUNTS	
Public Funds	Totally Free Business Checking
Interest Checking Public Funds	Public Funds NOW Account
Hi Yield Money Market Public Funds	Public Funds Money Market

QUESTIONS?

Please call or stop by your nearest Heartland Bank office during lobby hours.

About Your Statements

Your checking and savings statements will be processed May 17 and include activity through that date. Your next statement will be sent on or about your regular statement date. Because these two statements will be partial statements, monthly service charges (if any) will be waived for this period.

Your printed statements will not contain check images unless it is a business or money market account. Better yet, we encourage you to save paper and sign up for **eStatements**. Our effort in this area saves over 1 million sheets of paper each year! Your check images are available to you 24/7 and archived for two years through our FREE **eStatements** service.

eStatements

If you currently receive your statement electronically, your checking and savings statements will be processed May 17. Your **eStatements** service will continue and you will begin accessing your **eStatements** through Online Banking beginning Monday, May 20. **Your statement history will not transfer, so please save any statements you want to keep by Friday, May 17.** Going forward your Heartland Bank **eStatements** archive will build displaying up to 24 months of statements. You will find detailed sign on instructions in the Electronic Banking Services guide..

Direct Deposit and Automatic Payments

Any automatic activity currently in place on your accounts (such as direct deposit or an automatic loan payment) will continue, with the exception of activity initiated by or tied to your Citizens First National Bank debit card. **If you have a recurring account debit (such as an insurance premium) tied to your current Citizens First National Bank debit card number, you will need to contact the merchant with your new Heartland Bank Visa debit card number and expiration date.** Some employers or other payment originators may require updated documentation with Heartland Bank's routing number, which is 071112066. If you need additional assistance, please contact us.

Safe Deposit Boxes

Annual rent for Heartland Bank safe deposit boxes is due on the rental anniversary date. As an added convenience, we suggest having your payment automatically debited from your Heartland Bank checking or savings account!

Loan Payments

Your loan number will remain the same. Please continue to use your current loan coupons with your payments. If you receive monthly payment notices or have loan payments automatically debited from a checking account, these arrangements will continue. If you have a **Private Line** loan you will receive separate loan and checking account statements. Home Equity Line of Credit loans will no longer have a checking account statement.

Posting of Deposits and Other Transactions

Please see our Funds Availability Disclosure on page 18.

Overdraft Protection Services

If you had *Worry Free Overdraft Privilege / Checking Account Protection Umbrella* for overdraft protection service and your account is in good standing, your account will be enrolled in **Overdraft Honor**, our comparable overdraft protection service.

Heartland Bank also offers other overdraft protection services: **Overdraft Transfer Service** (protection from another checking or savings account) and **Reserve Line** (an overdraft Line of Credit). For more information on these services, please see a Retail Banker in your local office.

If your checking account was linked to your savings account to protect you from overdrawing your account, you will now have **Overdraft Transfer Service**. There is no fee unless a protection transfer occurs. The transfer fee is \$10, regardless of the number of overdraft items covered that day.

OVERDRAFT PROTECTION SERVICES

<i>If you had this service:</i>	<i>You now have this service:</i>
Worry Free Overdraft Privilege	Overdraft Honor
Overdraft Protection	Overdraft Transfer
Private Line	Reserve Line

We encourage all customers to manage their finances responsibly to avoid overdrafts and related fees. See page 19 for the Overdraft Policy.

ACCOUNT DESCRIPTIONS

TOTALLY FREE CHECKING

No minimum balance required. No monthly service charge. No transaction activity charges. You will receive a monthly statement.

50+ FREE INTEREST CHECKING

Available to account holders age 50 and better! No minimum balance required. No monthly service charge. No transaction activity charges. You will receive a monthly statement. Earns a competitive rate of interest.

VIP FREE INTEREST CHECKING

Available to account holders with direct deposit or any automatic payment. No minimum balance required. No monthly service charge. No transaction activity charges. You will receive a monthly statement. Earns a competitive rate of interest.

CAPITAL INTEREST CHECKING

Earns a competitive rate of interest with a higher rate for balances of \$2,500 or more. Monthly service charge of \$8 if the balance in the account falls below \$1,000 any day of the statement period. You will receive a monthly statement and FREE personalized checks.

SUPER MONEY MARKET ACCOUNT

Earn higher rates of interest while keeping your money available. Monthly service charge of \$8 if the balance in the account falls below \$2,500 any day of the statement period. You will receive a monthly statement. Withdrawals are subject to Regulation D limitations[^]. Excess withdrawal fee is \$5 per withdrawal if the Regulation D limit is exceeded.

REGULAR SAVINGS ACCOUNT

Interest on this account is compounded and credited quarterly. You will receive a quarterly statement. If there is electronic activity during any month, a monthly statement will be produced.

There is no monthly service charge. Transaction fee of \$1.75 per withdrawal if withdrawals exceed nine per quarter. Transaction fees are waived for minors or if the minimum daily balance is \$500 or greater during the statement period. Withdrawals are subject to Regulation D limitations[^]. Excess withdrawal fee is \$5 per withdrawal if the Regulation D limit is exceeded.

HEALTH SAVINGS ACCOUNT

This checking account earns a competitive rate of interest with higher rates for balances of \$2,500 or more. Monthly service charge of \$6 if the balance in the account falls below \$500 any day of the statement period. You will receive a monthly statement. There is no annual fee.

TOTALLY FREE BUSINESS CHECKING

No minimum balance required. No monthly service charge. Up to 500 FREE transaction items (debits and credits) each month (only 25¢ each thereafter). Deposit up to \$10,000 in currency per month FREE (\$1.50 per \$1,000 thereafter). You will receive a monthly statement with check images.

BUSINESS CHECKING WITH INTEREST

For qualifying sole proprietors and not-for-profit organizations. Earns a competitive rate of interest. Up to 500 FREE transaction items (debits and credits) each month (only 25¢ each thereafter). Monthly service charge of \$8 if daily balance falls below \$2,500 during the statement period. Deposit up to \$10,000 in currency per month FREE (\$1.50 per \$1,000 thereafter). You will receive a monthly statement with check images.

COMMERCIAL CHECKING

Earnings credit allowance may offset activity fees. Only \$12 monthly service charge. Transaction items (debits and credits) are just 15¢ each. Deposit up to \$10,000 in currency per month FREE (\$1.50 per \$1,000 thereafter). You will receive a monthly statement with check images.

PUBLIC FUND NOW CHECKING

Monthly service charge of \$8.50. This charge will be waived if daily balance does not fall below \$1,000 or an average daily balance of \$5,000 is maintained. No transaction charges. You will receive a monthly statement with check images.

PUBLIC FUND MONEY MARKET

Monthly service charge of \$8. This charge will be waived if daily balance does not fall below \$2,500 or an average daily balance of \$10,000 is maintained. You will receive a monthly statement with check images. No transaction charges. Withdrawals are subject to Regulation D limitations[^]. Excess withdrawal fee is \$5 per withdrawal if the Regulation D limit is exceeded.

SUPER SAVERS CLUB

Interest on this account is compounded and credited quarterly. You will receive a statement each month there is electronic activity, or annually if there is no electronic activity. You must set up an automatic transfer for monthly or weekly deposits into this account; otherwise the account will convert to a Regular Savings Account. Minimum transfer amount is \$5. Additional deposits are allowed. No monthly service fees. Two withdrawals allowed per calendar year; \$10 per withdrawal thereafter. Withdrawals are subject to Regulation D limitations[^]. Excess withdrawal fee is \$5 per withdrawal if the Regulation D limit is exceeded.

CERTIFICATES OF DEPOSIT

The current interest rate and maturity date on your certificates of deposit and/or IRA CDs will stay the same until maturity. Penalties for early withdrawal are as follows:

TERM	PENALTY
3 months or less	Lesser of 30 days of interest earned on amount withdrawn or 100% of accrued interest on amount withdrawn
Greater than 3 months through 12 months	Amount equal to 90 days interest on amount withdrawn
Greater than 12 months, through 36 months	Amount equal to 180 days interest on amount withdrawn
36 months or longer	Amount equal to 365 days interest on amount withdrawn

CERTIFICATES OF DEPOSIT

3 months, 6 months, 9 months, 12 months, 14 month, 18 months, 24 months, 30 months, 36 months, 42 month, 48 months, 60 months	If your CD or IRA CD is currently in a term other than those at left, it will renew to the next shortest term. For example, if you currently have a 5 month CD, it will renew as a 3 month CD.
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ADDITIONAL INFORMATION ABOUT VARIABLE RATE, INTEREST BEARING ACCOUNTS:

Interest begins to accrue no later than the business day we receive credit for the deposit of non cash items (for example, checks). We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Your interest rate and annual percentage rate may change at any time, at our discretion. If you close your account before interest has been credited, you will not receive the accrued interest. Unless otherwise noted in the product disclosure, interest is compounded and credited monthly.

ZERO BALANCE CHECKING AND SAVINGS ACCOUNTS

Checking and savings accounts with no activity for 45 days and reaching a zero balance will be automatically closed.

DORMANT ACCOUNTS

Checking and money market accounts become dormant after one year (365 days) with no activity; savings accounts become dormant after two years (730 days) of inactivity. After five years with no activity, banks are required to remit the funds remaining in the account to the State's Unclaimed Property Division for safekeeping until they can be claimed. We encourage you to actively use your accounts!

REGULATION D LIMIT ON ELECTRONIC TRANSFERS AND PAYMENTS TO THIRD PARTIES

Federal Reserve Regulation D limits the number of electronic transfers (i.e., preauthorized (ACH), automatic transfers, online, or telephone) and third party transactions to a combined total of six per month on savings and money market accounts. If the account regularly exceeds that activity, the account may be closed and reopened as a checking account. Transfers made in person, by messenger, by mail, or at an ATM are not limited by Regulation D.

ADDITIONAL INFORMATION

Heartland TeleBank: 800-749-8581

Bank by phone when it's convenient for you with Heartland TeleBank! By simply calling our toll-free number above, you can check account balances, transfer funds, check CD maturity dates, report lost or stolen Debit Cards, and much more!

To access your account through Telebank, you will be asked for personal and account information to establish a new PIN (personal identification number).

ATM/Debit Cards

If you have a Citizens First National Bank ATM card or debit card, you will receive a new Heartland Bank VISA® debit card the week of May 13. If you currently hold a Spirit or custom image card, your new Heartland Bank VISA® debit card will be issued with your custom image. Your new PIN will follow in a separate envelope. You may change your PIN at any Heartland Bank office at your convenience. Your new card will be activated for you May 20 at 8:00 a.m., and your Citizens First National Bank card will be deactivated. Please see "Direct Deposits and Automatic Payments" on page 6 if you have automatic payments currently tied to your Citizens First National Bank debit card.

We do not charge a fee for using your Heartland Bank VISA® debit card. In addition, we do not charge a fee for using other banks' ATMs!*

You can find a current list of our ATM locations online at hbtbank.com. If you don't have a debit card and would like to receive one, contact a Retail Banker at any office.

Making Cents Savings

The Making Cents Savings service will be discontinued May 20. Please see a banker to discuss other options for building your savings.



Free Online Banking and Bill Pay

Use our FREE Online Banking and Bill Pay services to safely and securely:

- Pay bills online to anyone, anywhere, anytime!
- View your account history
- View and print check images
- Transfer money between accounts
...and much more!

Mobile Banking

Get your FREE **Mobile App Banking** for iPhone®, iPad® and Android® devices from the Apple® App Store or the Google Play Store to check balances, pay bills, transfer money or find our locations. Just search for "Heartland Bank Mobile" or "Heartland Bank" and choose the Heartland Bank icon. Once installed on your mobile device, log on using your Online Banking ID and Password.



Our FREE **Mobile Web Banking** services provide you with the most commonly used features of Online Banking. Visit hbtbank.com to view a demo today! To enroll in **Mobile Web Banking** on or after May 20, just log on to hbtbank.mobi using your Online Banking user ID and Password or visit our website, hbtbank.com.

No smartphone? Our FREE **Mobile Text Banking** uses any SMS (Short Message Service) text-enabled phone to do your banking. To enroll, just text "ENROLL (space) HBTBANK" to 39257. For additional commands, visit hbtbank.com.

My Money Manager

We offer a financial management tool that allows you to review and manage all of your financial accounts in one place. If you are currently enrolled in these services, you will also receive an Electronic Banking Services Guide separately to assist you in this area.



* Non-Heartland Bank ATM owners may charge a fee to use their machine.
^Carrier message/data fees may apply.

WEALTH MANAGEMENT SERVICES

AT HEARTLANDBANK AND TRUST

Heartland Bank and Trust offers comprehensive wealth management solutions to individuals, foundations, corporate trusts, and qualified retirement plan sponsors. We offer assistance to build, maintain, and protect financial security. Services range from investment management to trust and estate administration, financial planning, retirement plan administration, risk management, and wealth transfer solutions. Our experienced team works with you to identify and understand your goals and objectives which then help us tailor a wealth management plan for your specific situation. You will benefit from our services during all life stages – from working years through retirement.



Investment Management*

- Individuals
- Foundations & Endowments


Trust and Estate Administration

- Living Trust
- Trust Under Will
- Irrevocable Trust
- Charitable Trust

Retirement Plan Services

- Trustee and Administration
- Plan Design
- Education and Enrollment
- Investment Selection and Monitoring

Financial & Estate Planning



***All of our services are delivered
with the personal touch
that is unique to Heartland Bank's
commitment to you.***



 **HBT**
Investment Services

Investment Services

- Fixed and Variable Annuities
- Mutual Funds
- Domestic & Foreign Securities
- Alternative Investments
- Professionally Managed Investment Portfolios

Financial Planning

- Estate, College, Business,
Tax, & Retirement Planning

Risk Management

- Life, Disability, & Long Term Care Insurance

Securities and advisory services offered through LPL Financial, a Registered Investment Advisor, Member FINRA/SIPC. Insurance products offered through LPL Financial or its licensed affiliates. The investment products sold through LPL Financial are not insured Heartland Bank deposits and are not FDIC insured. These products are not obligations of Heartland Bank and are not endorsed, recommended or guaranteed by Heartland Bank or any government agency. The value of the investment may fluctuate, the return on the investment is not guaranteed, and loss of principal is possible.



Farm Management

At Heartland Bank, we'll work with you to improve your farmland's productivity and asset value. The knowledge, skills, and time required to produce high yields and high profits are very exacting in the Ag industry. Budgeting, controlling costs, selling crops, collecting revenue, and daily management are the goals of every farm owner, yet it can be difficult to find the time needed to keep up with all of these important functions. Experience peace-of-mind knowing your farm is being managed by experienced professionals.

Personalized management with regular, easy to understand reporting enables you to enjoy your farmland investment. Our Ag Services clients receive many reports from our team. In addition to financials, grain sales, and capital improvements, our clients also receive easy to understand planting and harvesting reports.

“Our Farm Manager enables us to trade on larger volume because of his connections, and he has access to services like buying seed.

Living out of state, I also appreciate his experience managing contracts with operators and seed companies, along with marketing our grain and supervising maintenance.”

~ Jay, Anchor Illinois landowner who makes her home in Texas

Buying or Selling Farmland

Have you thought about selling your farmland at today's high prices? When it's time to buy or sell farmland, you'll appreciate the knowledge and expertise of our licensed real estate professionals. They'll make sure you get the best per acre price. We recognize that as agricultural land investment objectives or market conditions change, the services you require as the owner or investor may also change. Our team knows the markets we serve and will provide you with a full market analysis. We'll provide pricing and advertising recommendations to reach a vast network of qualified buyers. Since no two agricultural properties are the same, our strategy is designed to meet your individual objectives.

Our Farm Management Team helps this Illinois family legacy continue across thousands of miles.



DEPOSIT ACCOUNT TERMS AND CONDITIONS AGREEMENT

AGREEMENT—This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Illinois and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY—You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes

between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account, without notice to you.

DEPOSITS—We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS—

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earning rules of the new account classification.

(Continued on the following page.)

If we are presented with an item drawn against your account that would be a “substitute check,” as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts. You understood that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts, except for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days’ notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION—These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account. This is an account in the name of one person.

Joint Account. With Survivorship (And Not As Tenants In Common) This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you

will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship. (As Tenants In Common) This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the “number of signatures” necessary for withdrawal.

Revocable Trust or Pay-On-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship.

The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS—Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS—Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was verbal your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item as we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking-day after the banking day on which we receive the item. Additional limitations

(Continued on the following page.)

DEPOSIT ACCOUNT TERMS AND CONDITIONS AGREEMENT...Continued

on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS—A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of “preauthorized transfers” during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION—We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. I few have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS.

Your Duty to Report Unauthorized Signatures, Alterations and Forgeries. You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement avail-

able precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

DIRECT DEPOSITS—If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the U.S. Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT—If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SET-OFF—We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of set-off does not apply to this account if prohibited by law. For example, the right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

CHECK PROCESSING—We may process items mechanically by relying on the information encoded in magnetic ink along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING—We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES—If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked

(Continued on the following page.)

to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS—Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE—Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ACH AND WIRE TRANSFERS—This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES—Unless you make advance arrangements with us, we have no obligation to honor facsimile signature on your check or other or-

ders. If we do to honor items containing facsimile signatures, you authorized us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us the authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CONVENIENCE DEPOSITOR (Individual Accounts only)—A single individual is the owner. The convenience depositor is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the convenience depositor may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the convenience depositor. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the convenience depositor until; (a) we have received written notice or have the actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice of knowledge. We may refuse to accept a convenience depositor.

RESTRICTIVE LEGENDS—The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

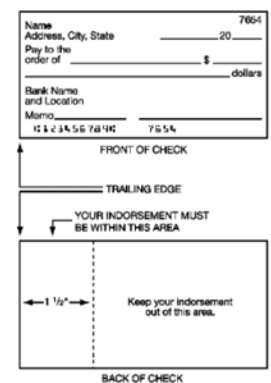
ACCOUNT TRANSFER—This account may not be transferred or assigned without our prior written consent.

INDORSEMENTS—We may accept for deposit any item payable to your or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collections, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of the check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check



DEPOSIT ACCOUNT TERMS AND CONDITIONS AGREEMENT...Continued

to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE—You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS—Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION—You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT—If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY—It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that the transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to

share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

TELEPHONIC INSTRUCTIONS—Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

CLAIM OF LOSS—If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys’ fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)—We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES—You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES—We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes a subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such a period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES—You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

Terms and Conditions-IL Bankers Systems TM | Wolters Kluwer Financial Services © 2009, 2012 | TC -IL 8/15/2012

RENTAL AGREEMENT

Citizens First National Bank safe deposit customer, hereinafter "Renter", agrees to rent from Heartland Bank and Trust Company, hereinafter "you" and "your" the safe deposit box in accordance with the terms and conditions contained in this Agreement and, in consideration of the rental and the continued use of the safe deposit box, and the delivery of the two keys to the box, the receipt of which is hereby acknowledged, Renter agrees to pay the rental fees and to comply in all respects with and be bound by all the terms, conditions, rules and regulations referred to or included in this Agreement. Renter further agrees that:

1. The right of access to the box, and the right to remove all or any part of the contents or to surrender the possession of the box, or to appoint an agent or deputy to perform any of the acts herein stated, may be exercised by each Renter without the consent or notice to any other Renter or person.
2. In the event of death of the Renter, the surviving Renter(s) will immediately notify you of the fact. Subject to applicable law you may (but need not) permit access to the box by any surviving Renter.
3. If any surviving Renter having access to the box removes contents belonging to the deceased Renter, the surviving Renter(s) agree to hold such contents in trust for the executor or personal representative of the deceased Renter's estate.
4. This Agreement and the rules and regulations on this card are binding upon the agents, heirs, executors, administrators and assigns of the Renter. The obligations of the Renter thereunder shall be joint and several.
5. The Agent, if any listed below, is authorized to have full access to and control of the safe deposit box, and of the contents of the box, including the power to surrender the box and to release you from all liability in connection with the box or its contents. This authority shall remain in full force and effect until written notice of its revocation is received by you below or until the death of the Renter, whichever occurs first. In the event of the death, Agent will immediately notify you of this fact.

RULES AND REGULATIONS

1. Renter will abide by all the rules and regulations, whether adopted by you or imposed by law, concerning the means of access to any safe deposit box rented, occupied or used by the Renter, and especially to the safe deposit box described above, and also concerning the disposition of the contents of the box, and the identification of the Renter, or any of the Renter's agents. Renter acknowledges that you have no knowledge of the contents of the box. If there is a conflict between these rules and regulations and any applicable law, applicable law will control.
2. If you are served with any legal process involving any person or entity having a right to the box, you may suspend access to the box to any or all persons having a right of access until the action or process released. You may comply with such process without liability to Renter.
3. If you learn of any circumstances or conditions which in your judgment makes it reasonably possible that you will incur any liability if access to the box is permitted, you may refuse access to any and all persons without incurring liability because of this refusal until such possibility of liability has passed, or until you are held harmless and indemnified to your reasonable satisfaction against liability, and for all damages, costs, expenses and reasonable attorney's fees at trial and on appeal, incurred by you in any legal action involving the box or its contents.
4. Upon mailing to Renter at the address designated on your books, or otherwise delivering to Renter, or Renter's Agent or legal representative, a written notice, you may, at any time, terminate the rental and possession of the box upon refunding the unearned portion of any advance payment of rental, in which event Renter will be entitled to the contents of the box upon the surrender of the two keys to the box.
5. Unless terminated under the foregoing paragraph or unless Renter provides written notice of termination and release to you, this Agreement will auto-

matically renew from year to year. All rents are payable in advance and may be changed by you from time to time without prior notice. You may (but need not) charge the amount of any rent to any of the Renter's accounts with you. You may refuse access to the box so long as any part of the box remains delinquent for over 90 days. The waiver of your right to refuse access is not a waiver of any subsequent right to do so.

6. You retain the right to open the safe deposit box on the death of any lessee, including co-renters. In the event the sole lessee dies or all joint lessees named in this Agreement die, the safe deposit box may be opened by you any time thereafter, by the number of employees required by applicable law (the "Employees"), in the presence of persons who claim an interest in contents of the safe deposit box and present proper documentation. Pursuant to applicable law, the Employees may remove all instruments of a testamentary nature and deposit such instruments with the probate division for the appropriate circuit court. Pursuant to applicable law, the Employees may deliver the deed to a cemetery lot or burial instructions therein to the appropriate parties. Employees may remove other items only pursuant to applicable law. You have the right to retain the remaining contents of the safe deposit box and to subsequently distribute the contents of the safe deposit box to the party or parties entitled hereto.
7. In the event of delinquency, you are also authorized at any time permitted by applicable law after the time of mailing to Renter at the address designated on your books or by otherwise delivering to Renter a notice of your intended action, and as soon thereafter as permitted by applicable law, to open the box forcibly, remove the contents and hold them on special deposit and as security for the payment of all amounts owing to you. You are also authorized to pay from the contents all unpaid rents, all expenses incurred in opening the box and changing the lock and keys, and all charges for the safe-keeping of the contents after removal (including any brokerage or similar charges for the sale of any of the contents), and/or to sell any part of the contents for that purpose, or to do any combination of the preceding acts.
8. Renter shall not assign or sublet all or part of the box or permit the box to be used for the deposit of any liquid or property of an explosive or offensive nature, or any property the possession of which is prohibited by local, state, or federal laws, or which may become a nuisance to you or any other tenant, or for any purpose other than the deposit of securities, documents, valuables, and other similar property.
9. The contents of this box are not individually insured by you. If you use reasonable care and diligence to prevent the admission of any unauthorized person to the box and to otherwise prevent loss from fire, water, fire suppression system operation or malfunction, radiation, forces of nature, or any other cause whatsoever, you shall not be responsible in any way for the box or its contents. An opening of the box by an unauthorized person shall not be inferred from the loss or destruction of any of its contents. Renter shall notify you immediately of the loss of either of the keys to the box. The cost of replacing keys or forcing the box open due to loss of keys or combination shall be paid immediately by the Renter.
10. Any notice required to be given to Renter by you shall be sufficient when sent by mail to Renter at the address appearing on your books relating to safe deposits, or when given personally to Renter, Renter's agent or representative.
11. Renter's access to the safe deposit box shall be limited to your posted lobby hours of business.
12. Renter shall not assign or transfer this Agreement without your written consent.
13. You reserve the right to deny access to the safe deposit box for emergencies or security reasons, as determined in your sole discretion.
14. This Agreement may be amended or altered by you and such amendments or alterations shall go in to effect 30 days after the date of notice given pursuant to section 10 of this Agreement.

FUNDS AVAILABILITY DISCLOSURE

Your Ability to Withdraw Funds on Transaction Accounts at Heartland Bank and Trust Company. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our earliest cut-off hour is 3:00 PM. If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed at the end of this section, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

1) You deposit checks totaling more than \$5,000 on any one day; 2) You re-deposit a check that has been returned unpaid; 3) You have overdrawn your account repeatedly in the last six months; 4) We believe a check that you deposit will not be paid; 5) There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules for New Account. If you are a new customer, the following special rules may apply during the first 30 days your account is open. Funds from deposits of cash, electronic direct deposits, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Call or write:

Heartland Bank and Trust Company
P.O. Box 67 • Bloomington, IL 61702-0067
309-662-4444 • 888-897-2276

OVERDRAFT HONOR POLICY AND DISCRETIONARY SERVICES

OVERDRAFT HONOR CUSTOMER OVERDRAFT POLICY

Overdraft Honor is a courtesy service that allows Heartland Bank to accommodate its personal checking account customers in good standing by paying overdraft items and fees up to \$500 on a discretionary, ad hoc basis.

Unless you, the customer, decline to participate in the program, **Overdraft Honor** is automatic for your personal checking account maintained in "good standing" as per Heartland's criteria (e.g., the account has been open 60 days, deposits are regularly made that bring the account to a positive balance at least once every 30 days, excessive overdrafts are avoided, and there are no legal restrictions against the account including, but not limited to, levies, garnishments, and liens).

Overdraft Honor extends to a variety of transactions and is intended to protect you from inadvertent, rather than routine or intentional, overdrafts. The service covers checks, ACH/automatic debit, TeleBank and Online Banking transactions. With your specific authorization, as required by federal Regulation E, the service will also extend coverage to ATM and Check Card debit transactions. Please note that coverage for checks, ACH/automatic debit, TeleBank and Online Banking transactions does not depend on your authorization for ATM and Check Card debit card transaction coverage.

Overdraft Honor is a non-contractual courtesy service, so Heartland is not obligated to pay any transaction where the amount exceeds the sufficient collected funds in your account. While Heartland has the discretion to pay overdrafts pursuant to **Overdraft Honor**, Heartland may also refuse to pay an item without prior notice. Even if we have previously paid overdrafts for you, we are not obligated to cover subsequent overdrafts. Heartland's procedure dictates the payment of electronic transactions first and then the payment of checks in ascending check number order. Heartland reserves the right to change the order of payment if there is a suspicion of fraud or illegality on your account. The order items are paid can affect total overdrafts and related fees incurred in a single day.

Overdraft Honor does not replace the terms of your Deposit Account Agreement. Any and all bank fees and charges set forth in our Deposit Account Agreement and fee schedules are applicable. This means that unless you have specified that NSF items be returned, when you present an item for payment creating an overdraft under our Deposit Agreement you have agreed to pay us the amount of the overdraft plus our normal overdraft fees regardless of whether the overdraft is paid pursuant to **Overdraft Honor**. On joint accounts, all account owners are jointly and severally liable for the payment of overdrafts and fees pursuant to the Deposit Account Agreement.

Overdraft Honor should not replace good account management. Heartland does not encourage its customers to overdraw their account. **Overdraft Honor** is not a line of credit. Customers interested in a line of credit to cover overdrafts may apply for Reserve Line, which is a loan product subject to annual fees, advance fees, interest, and late charges. Customers may also authorize transfers from another Heartland Bank deposit account by completing an Overdraft Transfer Service Authorization.

We trust you to bring your account positive as quickly as possible. If you are overdrawn for more than three business days, you will be charged \$5.00 each business day the account remains overdrawn, in addition to any per item overdraft fees. All fees and charges, including but not limited to these overdraft fees, will be included in the \$500 **Overdraft Honor** coverage limit. For example:

Let's assume you have written two checks, each for \$100. There is only \$50 in your account, which is not enough to cover either check. With **Overdraft Honor**, Heartland Bank will pay the two checks and you will be assessed the paid item fee of \$30 for each check (\$60). You have incurred \$260 in checks and fees, utilizing \$210 of your **Overdraft Honor** coverage. Your account balance is now -\$210. You can be covered for an additional \$290 in overdrafts and fees through the **Overdraft Honor** service should you need it. If this balance remains negative, you will be assessed a daily overdraft charge of \$5.00 on the 4th business day and each business day thereafter until the account becomes positive.

While you may opt-out of **Overdraft Honor** at any time, you will remain responsible for previously incurred negative balance on an overdrawn account. If you choose to remain in the program you must bring your account positive at least once every 30 days. If your account remains overdrawn beyond 30 days, **Overdraft Honor** privileges will be suspended. Heartland reserves the right to further limit participation in **Overdraft Honor** or to discontinue or suspend the service in whole or part without prior notice. If your account remains overdrawn for 60 consecutive days, your account will be closed and may be reported to collection and/or credit reporting agencies.

Please refer to your Deposit Account Agreement for further terms and conditions controlling the rights and obligations of Heartland, you and the authorized users of your account. If a conflict should ever arise between Heartland's overdraft policies and the Deposit Account Agreement, the terms and conditions of the Deposit Account Agreement shall control the outcome. | July 2011

CONVENIENCE AND DISCRETIONARY SERVICES

Amortization schedule.....	\$17.50
ATM mini-statement.....	\$ 0.50
ATM/Debit Card replacement.....	\$ 7.50
Auction commitment letter.....	\$17.50
Bank bag (<i>locking bag with two keys</i>).....	\$20.00
Cashiers check.....	\$ 8.00
Check printing fee	depends on check style ordered
Close new account within 90 days	\$20.00
Coin/currency counting/wrapping	\$ 1.00 per \$100.00
Collection fee (<i>incoming or outgoing</i>)	\$25.00 plus postage or fees
Daily overdraft charge.....	\$5.00 per day (<i>beginning on the 4th day</i>)
Dormant service charge.....	\$ 5.00 at cycle date
Fax service.....	\$ 4.50 (<i>1-5 Pages</i>)
Garnishments, levies, and other legal processes which affect your account.....	\$25.00 plus \$50.00 when remitted
Indemnity agreement.....	\$10.00
Letters of credit, annual	1% of principal (\$50.00 minimum)
License plate sticker renewal fee (<i>available at participating offices</i>).....	\$ 5.50
Medallion Signature Guarantee	\$30.00 (<i>available at participating offices through Asset Management & Trust Services</i>)
Money orders.....	\$ 3.00
Monthly statement printout	\$ 3.50
No Tax ID on interest bearing accounts	\$60.00 per year
Paid Item Fee (<i>Overdraft</i>)*	\$30.00 (<i>applies to checking, savings, and money markets</i>)
Returned Item Fee (<i>NSF</i>)* (<i>applies to checking, savings, and money markets</i>).....	\$30.00
Returned deposited item charge	\$ 5.50
Safe Deposit Box Rental (<i>prices vary by size and location</i>)	Locksmith labor cost; varies by market
Safe Deposit Box Drill Fee.....	\$15.00
Safe Deposit Box lost key replacement.....	\$10.00
Safe Deposit Box late fee (<i>60 days late</i>).....	\$30.00
Stop payment charge (<i>check or ACH</i>)	\$10.00
Special statement cutoff.....	\$25.00 per hour (<i>one hour minimum</i>)
Statement balancing, research, reconciliation	\$ 3.50 (<i>transfers are FREE through Mobile, TeleBank and Heartland B@nk Online</i>)
Telephone transfers through an office	\$ 3.50
Temporary statement printout.....	\$ 3.50
Wire transfers:	
Outgoing, domestic (<i>per item</i>)	\$25.00
Outgoing, international (<i>per item</i>).....	\$60.00
Incoming, domestic/international	\$10.00

* An insufficient funds item may be created by checks, in person withdrawals, telephone transfers, ATM withdrawals, debit card transactions, or other electronic means.

YOUR PRIVACY IS IMPORTANT TO US

PRIVACY POLICY AND DISCLOSURE

Rev. | 11.2012

FACTS

WHAT DOES HEARTLAND BANK AND TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons Heartland Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Heartland Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 888-897-2276 or go to www.hbtbank.com

Who we are

Who is providing this notice? Heartland Bank and Trust Company

What we do

How does Heartland Bank protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Heartland Bank collect my personal information? We collect your personal information, for example, when you

- open an account or apply for a loan
- make a wire transfer or use your credit or debit card
- make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Heartland Bank does not share with our affiliates.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Heartland Bank does not share with non-affiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include an investment company.*

MORE CONVENIENT LOCATIONS TO SERVE YOU!

Customer Care Center
888-897-2276

ILLINOIS

AURORA
630-585-9900

BLOOMINGTON - NORMAL
309-662-4444

BUSHNELL
309-772-2181

CARLOCK
309-376-2311

CHAMPAIGN-URBANA
217-359-5555

CHENOA
815-945-2311

COLCHESTER
309-776-3225

COUNTRYSIDE
708-246-2200

DELANAN
309-244-7521

DEPUÉ
815-447-2171

EL PASO
309-527-4400

ELWOOD
815-423-5300

EUREKA
309-467-2391

FARMER CITY
309-928-2161

GENOA
815-784-5101

GERMANTOWN HILLS
309-383-3288

GIBSON CITY
217-784-4206

HAMPSHIRE
847-683-4444

HENRY
309-364-3971

HUNTLEY
847-669-9292

LEXINGTON
309-365-3322

MACKINAW
309-359-3121

MACOMB
309-837-9988

METAMORA
309-367-2375

MILLBROOK
630-553-2575

MINOOKA
815-467-4474

MORTON
309-263-8406

NEWARK
815-695-5113

OGLESBY
815-883-8473

PEKIN
309-347-6626
309-347-6627

PEORIA
309-693-8664

PERU
815-223-7500

PLAINFIELD
815-439-2265
815-254-6800

PLANO
630-552-1414

PRINCETON
815-875-4444
815-876-1122

QUINCY
217-224-8686
217-224-8787

SANDWICH
815-786-2115
815-786-9292

SHOREWOOD
815-744-4620

SOMONAUK
815-498-2396

SPRING VALLEY
815-664-2321

WASHINGTON
309-444-3131

WESTERN SPRINGS
708-246-2200

MISSOURI

CANTON
573-288-5209

KAHOKA
660-727-3379

PALMYRA
573-769-2134