

## Overdraft Protection Line of Credit Agreement

This agreement is subject to an arbitration agreement between you and TCF. If there is a dispute between you and TCF, and the dispute is covered by the arbitration agreement, either you or TCF may require the dispute to be resolved by arbitration in front of an arbitrator. This means that you and TCF will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the arbitration agreement within 30 days after opening your deposit account. See the section called "Arbitration of Disputes" in TCF's *Terms and Conditions for Checking and Savings Accounts* for more information.

**DEFINITIONS.** "Account Balance" means the sum of the unpaid Principal Balance and interest charges. "Agreement" means this Overdraft Protection Line of Credit Agreement. "Assigns" means an entity or person to whom TCF assigns its rights under this Agreement. "Checking Account" means your checking account with TCF. "Checking Account Contract" means the contract you have with TCF covering your checking account (your Checking Account Contract is described in TCF's *Terms and Conditions for Checking and Savings Accounts*). "Credit Limit" means the maximum Account Balance we will allow you to have on your Overdraft Protection Account. We will notify you separately of your credit limit. "Loan Advance" means amounts that we advance to you on your Overdraft Protection Account when you request a withdrawal for more than the available balance in your Checking Account. Loan Advances include any fees we charge under your Checking Account Contract for transferring funds to your Checking Account (called an "Overdraft Protection Fee"). "Overdraft Protection Account" means a line of credit account to be used in connection with your Checking Account according to the terms of this Agreement. "Principal Balance" means the unpaid amount of Loan Advances on your Account. "Successor" means a legal entity or person that by law succeeds to the legal rights and obligations of TCF. "TCF," "we," "us" and "our" mean TCF National Bank and its Successors and assigns. "You," "your" and "account holder" mean the person or persons signing above as applicant(s).

**OUR OBLIGATION.** We will make Loan Advances to you according to the terms of this Agreement to "cover" overdrafts in your Checking Account. If we receive a check, debit card transaction, withdrawal or transfer request, or other transaction for payment that exceeds your Checking Account's available balance, called an "item," we will make a Loan Advance in an amount necessary to pay the item plus the overdraft protection fee. We will not charge more than one overdraft protection fee in a day.

We will not make a Loan Advance: (1) if your Checking Account's ending available balance is overdrawn by \$5 or less, (2) if your Checking Account's ending available balance is overdrawn entirely due to Checking Account fees, or (3) for any item that exceeds your Credit Limit. We also will not make a Loan Advance if doing so would cover only part of an item.

If we receive multiple items for payment in a day that together would exceed your Credit Limit, we will make Loan Advances in the order in which the items are processed, or "posted," to your Checking Account. However, we will disregard any item that would exceed your Credit Limit. See your Checking Account Contract for an explanation of how we post transactions to your Checking Account. **Items that would exceed your Credit Limit will be treated as an overdraft on your Checking Account. We may pay or return those items at our discretion, subject to the overdraft options you selected for your Checking Account. When we pay or return an item you will be charged either an overdraft or return item NSF fee. See your Checking Account Contract for current overdraft protection, overdraft, and returned item NSF fees.**

**Example:** Assume you have \$0 in your Checking Account, \$100 remaining on your Credit Limit, and the Overdraft Protection Fee is \$10. We post the following items to your Checking Account in the order shown, all of which exceed your Checking Account's available balance: \$50, \$100, \$25, \$10, \$8. In this example, we would make a Loan Advance to cover the first item for \$50, the third item for \$25, the fourth item for \$10, and the \$10 fee, for a total Loan Advance of \$95. We would not make a Loan Advance for the second item for \$100 or the fifth item for \$8, because doing so in either case would exceed your Credit Limit. If we paid them, the second and fifth items would be treated as an overdraft on your Checking Account.

**YOUR OBLIGATION.** You promise to pay to us your Account Balance according to the terms of this Agreement. You promise to pay us a monthly payment as described in the section called "Your Payment." We may also direct you to make any payments to someone else (this means that this Agreement is payable to us or "our order").

**NOTICE TO COSIGNER.** You are being asked to guarantee this debt. Think carefully before you do. If any other person authorized to use the Overdraft Protection Account doesn't pay the debt, you will have to pay it. Be sure that you can afford to pay it if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if any other person authorized to use the Overdraft Protection Account does not pay. You may also have to pay finance charges, collection costs and attorney's fees, which increase this amount.

We can collect this debt from you without first trying to collect from any other person authorized to use the Overdraft Protection Account. We can use the same collection methods against you that can be used against the person that used the Overdraft Protection Account to create the debt. These collection methods include, but are not limited to, suing you and garnishing your wages. If this debt is ever in default, that fact may become part of YOUR credit record.

**OVERDRAFT PROTECTION STATEMENTS.** Each month you have an Account Balance we will send you an Overdraft Protection Statement. The statement will show Loan Advances, interest charges, payments, and credits entered on your Overdraft Protection Account during the most recent billing cycle. If you believe there is an error or have any questions about the statement, you agree to follow the procedures set forth at the end of this Agreement.

**YOUR PAYMENT.** To repay your Account Balance, you authorize us to deduct the following minimum payment from your Checking Account each month: either \$25 or 5.000% of the unpaid Account Balance on the last day of your billing cycle, whichever is greater. We will show your minimum monthly payment and due date on your monthly account statement.

You agree to have sufficient funds available in your Checking Account to make the minimum payment on the due date. If you do not, we will not make you a Loan Advance to make the payment. You may pay any additional amounts you owe under this Agreement at any time without penalty, but if you do, we may still deduct the minimum monthly payment in future billing cycles. We will apply all payments first to any billed and unpaid interest charges and then to the unpaid Principal Balance. If you owe a payment for more than one billing cycle, we will apply your payments in the order in which they are due.

**FINANCE CHARGE AND OTHER CHARGES.** You will owe us an interest charge until you pay your full Account Balance. We will figure the interest charge at the end of every billing cycle (called the "billing date"). We will select your first billing date, and every subsequent billing date will be the same date of each month. A billing cycle will be approximately one month, with the length of each billing cycle being the number of days from the end of the billing cycle to the end of the immediately preceding billing cycle. We will figure the interest charge that you will owe for each monthly billing cycle at the end of the billing cycle. We figure the interest charge by multiplying the balance subject to interest rate (the average daily balance) by the number of days in the billing cycle, and multiply that value by the daily periodic rate to determine the interest for the billing cycle.

We determine the balance subject to interest rate by taking your beginning Account Balance each day, add any new Loan Advances and other charges added to your previous balance and subtract any unpaid interest charges and payments or credits. This gives us the daily balance. Then, we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle to determine the average daily balance.

We determine the daily periodic rate by dividing the annual percentage rate by the actual number of days in the year (365 or 366 in any leap year). The annual

percentage rate is the cost of your credit as a yearly rate. **The annual percentage rate is 18.00%.** We figure the interest charge for the monthly billing cycle by adding the interest charges for each day in the monthly billing cycle. You pay no interest charge on unpaid interest charges. The interest charge for Loan Advances begins to accrue the day we post them to your Account. We post Loan Advances to your Account on the date we receive them. No time period exists within which any credit extended may be repaid without incurring an interest charge.

The interest you owe under this agreement is in addition to any Overdraft Protection Fee under your checking account contract.

**DEFAULT.** You will be in default if any of the following events occur: (1) you fail to make the minimum payment on the due date or fail to comply with any other term of this Agreement; (2) your Account Balance exceeds your Credit Limit; (3) you or any guarantor of this Agreement dies; (4) you do not pay your debts when due; (5) you or any guarantor of this Agreement file(s) a petition under the United States Bankruptcy Code, or someone files a petition against you or any guarantor; (6) your Checking Account is closed for any reason; or (7) anything happens that we feel, in good faith, increases the risk that any payment will not be made on time. If you are in default, we may (without providing notice to you, unless notice is required by Law) refuse to make any further Loan Advances to you and require that you pay the entire Account Balance immediately. We are not required to use these rights and we can delay using these rights without losing them.

**ASSIGNMENT.** You may not assign this Agreement.

**CANCELLATION.** Either you or we may cancel this Agreement at any time by notifying the other party in writing. Any one of you can cancel your Overdraft Protection Account or restrict additional loan advances. If your Account is canceled, you will have to immediately pay us the full Account Balance that you owe, including amounts that have not been billed to you yet. We do not have to make a Loan Advance if your Overdraft Protection Account is canceled, but if we do, you promise to pay the amount advanced as soon as we ask you to.

**GOVERNING LAW.** TCF is a national bank with its main office in South Dakota. Therefore, you and we agree that your Account Contract and all disputes relating in any way to your Account or your Account Contract will be governed by: (1) federal law (including the National Bank Act and regulations adopted by the Comptroller of Currency); and (2) to the extent state law applies and is not preempted, the substantive and procedural law (but not the conflict of law rules) of the State of South Dakota. If a dispute arises and you file a lawsuit against us, service of process must be made on TCF at the following address: TCF National Bank, Attn: Legal Department, 200 Lake Street East, Wayzata, MN 55391.

**CHANGE IN TERMS.** We may, at our sole discretion, change this Agreement (including the daily periodic rate of interest and other fees) from time to time. We will notify you of any changes to this Agreement. We will comply with any law or regulation that requires notice within a minimum number of days before the effective date of the change. We may increase your Credit Limit without notifying you. All changes will apply to future and existing balances, except where prohibited by law.

**OTHER AGREEMENTS.** This Agreement replaces any previous overdraft protection line of credit agreement that you have with us.

## YOUR BILLING RIGHTS

(Keep This Notice for Future Use)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at **TCF National Bank, Mail Code 002-01-P, 101 E 5th Street, Suite 101, St. Paul, MN 55101.** Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (1) your name and account number; (2) the dollar amount of the suspected error; (3) describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE.** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we reported you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.