



Santa Fe
FEDERAL CREDIT UNION

Keeping you on track

Account Agreement

Terms and Conditions of your Deposit Account

Welcome to Santa Fe Federal Credit Union. Thank you for your membership!

In this Agreement, the words "you", "your", "Party", and "Owner" mean any and all persons or entities who sign a Membership Application or any other application in connection with the opening of any account with Santa Fe Federal Credit Union, including any applicant for membership, any Joint Owner, or any other person or entity authorized to use or having access to any such account. The words "we", "us", "our", and "Credit Union" mean Santa Fe Federal Credit Union.

You authorize us to establish one or more accounts for you and on your behalf designated in your Membership Application or in any other Account Application you may execute with us (the "Application"), including but not limited to any Share or Savings Account, any Share Draft or Checking Account, any Money Market Account, any Real Estate Escrow Account, any Individual Retirement Account, any Coverdell Education Savings Account, and any Share Certificate Account. By opening or using any such Account, you agree to be bound by the terms of this Agreement whether you are acting in your individual capacity, in a fiduciary capacity, or in your capacity as an officer, agent, or representative of any business entity or association with regard to any such Account. You also acknowledge receipt of and agree to be bound by our Truth-In-Savings disclosure, Funds Availability disclosure, Electronic Funds Transfer disclosure, and Member Privacy disclosure, all of which may be amended from time to time, and all of which are hereby incorporated into this Agreement. You also agree to conform to our rules, regulations, bylaws, and policies now in effect and as amended or adopted hereafter. In the case of any conflict between the terms of this Account Agreement and the previously incorporated disclosures, the disclosures will control. This Agreement is incorporated into and made a part of any application or other document which you execute in connection with the opening or use of any Account.

ACCOUNT OWNERSHIP

SINGLE PARTY ACCOUNT

Under this type of Account ownership, the sole party to the Account owns the Account. If you open a single party Account, upon your death ownership of the account passes as part of your estate under your Will or by intestacy.

JOINT OR MULTIPLE PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP

If an Account is opened by two or more parties, the account will be a joint or multiple party Account with right of survivorship. The parties to the Account own the Account in proportion to the party's net contributions to the Account. The Credit Union may pay any sum in the Account to a party at any time. All funds deposited into that Account, including any earnings thereon, shall be owned by you jointly, with all others who sign the Application, with right of survivorship. On the death of one party to a joint Account, all sums in the Account on the date of the death vest in and belong to the surviving party or parties as his or her separate property and estate. Payment to any Owner shall be valid and discharge the Credit Union from any and all liability for such payments. The Credit Union may accept instructions from any Joint Owner or act at the request of any Joint Owner with regard to any such Account without the joinder of any other Owner, and each Joint Owner authorizes the other to act on his or her behalf with respect to the Account. Any Joint Owner may pledge all of the shares in the Account to secure any indebtedness owing to the Credit Union or may designate the Account to provide overdraft protection for any other Account, without the joinder of any other Joint Owner and without regard to his or her interest in the Account. The credit Union makes no representation concerning the effectiveness of these survivorship rights and you understand that you should consult with your attorney if you have any question regarding the validity, effectiveness, or fitness of such survivorship designation for any purpose.

PAYABLE ON DEATH (P.O.D.) ACCOUNT

A P.O.D. Account is an Account payable on request to one or more persons during their lifetimes and upon the death of the last of those persons, payable to one or more P.O.D. beneficiaries named in the Application. You agree that the persons named as P.O.D. beneficiaries in the Application, whether one or more, are designated as P.O.D. beneficiaries. During your lifetime, all funds paid into or deposited into the Account designated, including any earnings thereon, shall be owned by you, and payment may be made upon your request, or the request of any Joint Owner. If there is more than one Owner, then during your lifetimes the provisions set forth above with regard to Joint Accounts with Right of Survivorship shall control. Upon your death (the death of the last of you to survive), all such funds shall be owned by the P.O.D. beneficiaries surviving. Payment may be made at the request of any named P.O.D. beneficiary then living, and any payment made upon the request of any surviving P.O.D. beneficiary discharges us from any and all liability to that P.O.D. beneficiary and any remaining P.O.D. beneficiaries or their heirs, executors, and personal representatives. You, your heirs, executors, and personal representatives agree to defend, indemnify, and hold the Credit Union harmless from any claim asserted by any person or estate as a result of the payment of funds deposited in the Account designated. You understand and agree that a P.O.D. designation shall be ineffective with respect to any account held in an Individual Retirement Account.

ACCOUNTS FOR TRUSTS

At our option, we may issue shares or receive deposits in a revocable or irrevocable trust subject to such membership requirements as we may impose from time to time in keeping with applicable law. If you request that we open an Account in the name of a trust, and the Credit Union permits the opening of such Account, you agree that we are authorized to release the funds in any such Account upon the signature of any Trustee. You agree that if we make payment to any Trustee or Successor Trustee, or at the direction of any one of the Trustees or Successor Trustees named, that payment shall be valid and shall discharge us from any liability for the sums paid. Any Trustee authorized to sign on any such Account shall be subject to the terms and conditions set forth in this Account Agreement and any other Agreement governing any such Account. You agree that we shall have no fiduciary responsibility or obligation in connection with any such Account beyond our obligations set forth in this Agreement, and that we shall serve solely as a depository for the trust funds. You and any Trustee agree to save, indemnify, defend, and hold us harmless from any claim, demand, suit, or other charge by any person arising out of or resulting from the establishment, maintenance, and transaction of any business related to the trust and any Account established for the trust.

CORPORATION, PARTNERSHIP, AND ORGANIZATIONAL ACCOUNTS

At our option, we may issue shares and accept deposits in the name of corporations, partnerships, or other organizations upon such terms and conditions, and upon such membership requirements as we may establish from time to time. In the event that the Credit Union permits the opening of such Account, and if you establish a corporate, partnership, or organizational Account, you agree to provide us with such documentation as we may require. You agree that we may rely upon the signature of any person authorized to transact business on behalf of any such corporation, partnership, or organization and that any such authorization shall continue in effect until we receive, and give written acknowledgment of the receipt of written revocation thereof. The Credit Union shall not be liable for any loss occasioned by the fraud, negligence, or misapplication of funds on the part of any officer, director, employee, or agent of any such corporation, partnership, or organization.

CHECKS AND WITHDRAWALS

PAYMENT AUTHORIZATION

You authorize us to pay checks signed by you and charge the payments against the applicable Account. Only checks or other methods approved by us may be used to withdraw funds from your Account. In the event that the applicable Account has sufficient funds on deposit to cover one or more, but not all of the checks or other withdrawal orders presented during any given business day, we may honor those items and allow those withdrawals in any order that we may choose in our sole discretion including withdrawal orders or checks payable to the Credit Union, and dishonor or refuse any item or withdrawal order for which there are insufficient funds available thereafter.

STALE ITEMS

We are under no obligation to pay a check which is presented for payment more than 6 months from its date.

OVERDRAFT AND OVERDRAFT PROTECTION

We are under no obligation to pay any item, the amount of which exceeds the balance of the Account upon which that item was drawn. In the event that we do pay any such item, we will not waive our right to dishonor any subsequent items presented. If we do pay an item, the amount of which exceeds the balance in the Account upon which it is drawn, you agree to pay us immediately the amount by which that Account is overdrawn together with any fees which we might assess unless the Account is covered by overdraft protection (also referred to as Courtesy Pay). You also authorize us to deduct any overdraft from your next deposit, to withhold or to transfer funds from any other Account to which you are party in amounts sufficient to cover any overdraft, or to use any other collection remedy available to us at law. In the event that you write a check or take any other action which would result in an Account becoming overdrawn, and if you have requested and been approved for automatic overdraft protection, such check or action taken shall be deemed to be a request by you to us to transfer available funds from your Regular Share Account, or to make an advance under your Line of Credit Account with us, in increments which we deem sufficient to pay such check or otherwise remedy the overdraft, together with any service charge we may impose. We will use our best efforts to transfer funds to your Checking Account from your Regular Share Account, or to make an advance under your Line of Credit Account, in the manner in which you have directed in the Application. A fee may be charged for overdraft protection as set forth in the Fee Schedule. If sufficient funds are not available, then any such item presented will be returned to the payee due to insufficient funds and a charge will be made to your Account in such amounts as we may establish from time to time. Each party to any of your Accounts will be jointly and severally liable for overdrafts caused by any other party or parties to such Accounts.

For Accounts covered by our overdraft protection program, we reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand. This discretionary service will generally be limited to a \$500 overdraft (negative) balance for eligible personal share draft (checking) account types. Our normal fees and charges including, without limitation, our non-sufficient funds (NSF) or overdraft (OD) fees, as set forth in our rate and fee schedule, will be charged for each transaction initiated for payment from your checking account that does not have sufficient collected funds.

Typically, we will charge our normal NSF/OD fee whether we approve an overdraft item for payment or return it unpaid. **The daily maximum overdraft fees will be set forth in our rate and fee schedule.**

Our NSF/OD and daily overdraft fees will be included in and count against your assigned Courtesy Pay Limit of up to \$500. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. **We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.** You will be notified by mail, or other acceptable means of communication, of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including our fees that you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

Our Courtesy Pay Service does not constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of or by us. Our Courtesy Pay service represents a purely discretionary courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

SIGNATURES

You authorize us to recognize any of the signatures set forth on the Application in the payment of funds or the transaction of any business for your Accounts. You authorize us to pay a check or withdrawal request even though the signature or signatures thereon do not correspond exactly with the signatures on the Application. We are not obligated to honor a check or withdrawal request unless the signature or signatures do correspond exactly with the signatures on the Application.

POSTDATED, INCOMPLETE, AND CONDITIONAL ITEMS

You agree to hold us harmless from any and all loss and liability which we may incur due to our inadvertent payment of incomplete or postdated items, items endorsed "without recourse", or conditional items. You agree that we will not have any duty to discover or comply with postdated, incomplete, or conditional items.

WIRE TRANSFERS AND AUTOMATED CLEARING HOUSE (ACH) TRANSACTIONS

Under the Operating Rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving the Accounts governed by this Agreement, the Credit Union is not required to give next day notice to any Owner of the receipt of an ACH item and the Credit Union will not do so. The Credit Union will continue to notify the Owner of the receipt of payments in the periodic statements which it provides. Credit given by the Credit Union to the Owner of an Account with respect to an Automated Clearing House credit entry is provisional until the Credit Union receives final settlement for such item through a Federal Reserve Bank. If the Credit Union does not receive such final settlement, the Owner is hereby notified and all parties who sign the Application in connection with any such Account agree that the Credit Union is entitled to a refund of the amount credited to the Account in connection with such entry, and the party making payment to any Owner of the Account via such entry shall not be deemed to have paid the Owner the amount of such entry. The Credit Union may accept on behalf of any Owner payments to any Account governed by this Agreement which have been transmitted through one or more Automated Clearing Houses ("ACH") and which are not subject to the Electronic Funds Transfer Act and the Owner's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York as provided by the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving the Accounts governed by this Agreement.

If the Owner of any Account gives the Credit Union a payment order which identifies the beneficiary by name and an identifying or Account number, payments made to the beneficiary may be made on the basis of the identifying or Account number even if the number identifies a person different than the named beneficiary. If the Owner of any Account gives the Credit Union a payment order which identifies any bank and the funds transferred by name, and by a routing/transfer or other identifying number, a receiving bank may rely on that number as the proper identification even if it identifies a bank different from the named bank.

At the option of the Credit Union, and unless other times are posted for the various types of funds transfers, any funds transferred received after 3:00 p.m. central time on each weekday that the Credit Union is open which is not a holiday, may be treated by the Credit Union as having been received on the next banking day and processed accordingly. This cutoff time shall be applicable to all payment orders, cancellations, or amendments received. Our cutoff time for processing outgoing wire transfers is 2:00 p.m. central time.

Any rate of interest which the Credit Union might be obligated to pay to you by virtue of the operation of Article 4A of the Texas Business and Commerce Code shall be the lower of the Fed Funds Rate or the dividend rate paid by the Credit Union on the Account from which the funds transfer should have occurred, or to which the proceeds of the funds transfer were deposited.

The Credit Union has established a security procedure to verify the authenticity of a payment order which includes (a) signature verification, (b) call back procedures, (c) use of identifying words, numbers, or account information and (d) identification via valid driver's license, employee ID badge, or other valid photo identification documents. You agree that the authenticity of payment orders may be verified using the security procedure unless you notify the Credit Union in writing that you do not agree to the security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the Account until you and the Credit Union agree, in writing, on an alternate security procedure.

You agree that only forms, methods, and procedures approved by the Credit Union may be used to authorize and initiate debit entries from and credit entries to your Accounts. Should any such entries be made in error, you authorize the Credit Union to correct such errors without prior approval by you, but you agree that the Credit Union is under no obligation to do so. You agree that the Credit Union may act upon any written authorization from you even though the signature or signatures appearing on any such authorization do not correspond exactly with the signatures on the Account Application. You agree, further, that the Credit Union is not obligated to act upon any such authorization unless the signature or signatures do correspond exactly with the signatures on your Account application. Any authorization which you make to initiate paperless debit or credit entries with regard to any of your accounts shall remain in full force and effect until the Credit Union has received written notification from you of the termination of such authorization in such time and in such manner so as to provide the Credit Union with a reasonable opportunity to act on it.

In the event that any debit entry would create an overdraft in your Account, you agree that the terms and conditions set forth in this Account Agreement governing overdraft and overdraft protection shall apply.

You agree that the Credit Union shall be authorized to recognize the signatures set forth on any ACH Agreement or authorization form signed in connection with your Accounts, in making debit entries from and credit entries to your Accounts, and in the payment of funds or the transaction of any business for your Accounts. Any objection that you may have respecting any debit entry, credit entry, or other transaction shown on your periodic account statement shall be waived unless made in writing to us on or before the thirtieth day following the date the statement is mailed. You agree to hold the Credit Union harmless from any claim or claims incident to debit or credit entries made, including without limitation any claims based on credits or debits in the wrong amounts or at lesser or more frequent intervals than provided in your ACH authorization.

STOP PAYMENT

You may stop payment of items drawn on your Accounts. You agree to hold us harmless from any claim, loss, damage, or expense incurred, including attorney's fees, by virtue of our refusing payment of any item on which you have stopped payment, as well as for payment of any item after your stop payment order has expired. A stop payment order will be effective indefinitely and has no expiration date, however can be revoked with a signature. A stop payment order, a renewal of any such order, or a revocation of any such order shall not be effective unless it is delivered to us in writing during regular business hours. Further, a stop payment order, renewal, or revocation shall not be effective until we have had a reasonable opportunity to act on any such order, renewal, or revocation. A stop payment order must state the precise amount, date, check number, name of payee, and any other information that we may reasonably require. If that information is not provided, we will not be responsible if we are unable to stop payment. If the order is made orally, we have no obligation to honor it. If we do honor an oral stop payment order, it will only be binding for 14 days after which it must be renewed in writing. Any stop payment order, renewal, or revocation will incur a charge which is set forth in the Fee Schedule. You agree that we may honor a stop payment order, renewal, or revocation if made by the person who signed the check to be stopped or any other person who has signed the Application or is otherwise authorized to transact business relating to the Account. You agree that we will not be liable for any inadvertent payment of any item, notwithstanding a stop payment order, if we have used ordinary care and followed our usual practices in handling such an order. You may not stop payment of cashier's checks, or Credit Union checks issued by us at your request. In the event that you request that we stop payment of any cashier's check or Credit Union check, we shall be under no obligation to do so. However, in the event that we agree to stop payment pursuant to your request we may require you to provide us with an indemnity bond supported by such surety or sureties as we may deem sufficient, to indemnify us against any possible loss in connection with the presentment or payment of the original item. You will also be required to pay a fee in connection with any request for a stop payment order, which fee is set forth in the Fee Schedule. If an item is inadvertently paid over a valid stop payment order, you agree that we are not required to recredit your Account until, in our discretion; you prove to us that you have suffered a loss, and you establish the amount of the loss. You agree that we will never be liable for more than your actual loss and that we will not be liable for any consequential damages. If we do recredit your Account after paying an item over a valid stop payment order, you will take whatever action we deem necessary to transfer to us all of your rights against the payee or holder of the item and to assist us if we take legal action against the payee or any other person.

CREDIT UNION LIABILITY

Except for losses caused by our failure to exercise ordinary care or our failure to act in good faith, you agree that we will not be liable for any action or inaction regarding the payment or nonpayment of items, collection of items, other withdrawals, or advances of credit in satisfaction of overdrafts. In no event will we be liable for consequential damages.

DEPOSIT OF ITEMS

HANDLING OF ITEMS

We act only as a collecting agent for any items deposited. Any deposit that we accept shall be provisional and will be subject to subsequent payment verification. We are not responsible for any deposit or other transaction initiated by mail until the item is actually received. We will not be responsible for any deposit or other transaction made through the use of our night depository or any other unattended facility until the item or items are actually removed from the depository or facility by our personnel. We will not be responsible for any deposit or other transaction during the course of delivery to us by any courier or other third party until the item or items are actually received by our personnel. We have the right to endorse all checks payable to you for deposit into your Account. We will not be liable for the negligence of any correspondent bank or institution nor for any loss incurred in transit when items are forwarded to correspondents. We will not be liable for any delay as a result of any interruption of communication facilities or any other circumstances beyond our control. You agree to bear the risk of any change in the exchange rate with respect to any items which may be payable in foreign currency. You agree that we may charge back any item before payment, whether the item has been returned or not. You also agree that, if we are charged a fee by any other institution in connection with any of your accounts, that fee expense may be charged to your account.

ENDORSEMENT STANDARDS

You agree that you will not place an endorsement, other writing, or marking on a check or other negotiable demand draft in the area reserved for our endorsement as prescribed in Federal Reserve Board regulation CC including Appendix D. You understand that the trailing edge of a check is defined as the right side of the check looking at it from the back and that the area from the trailing edge of a check to 1.5 inches from the trailing edge of a check is reserved for the payee's endorsement. You agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses arising in connection with your failure to adhere to our endorsement and encoding standards and those of Regulation CC, including, but not limited to, any loss or liability resulting from improper encoding or a delay in forwarding or returning a check caused by an endorsement that is not readable or some other condition on the back of the check caused by you, which adversely affects the ability of a financial institution to endorse the check legibly in accordance with Regulation CC.

RIGHT TO REFUSE DEPOSIT

If you request that we accept a check for a deposit that has already been deposited at a financial institution but returned, we are under no obligation to accept that check for deposit. If we do, however, you agree to hold us harmless from any loss or liability, including consequential damages, attorney's fees, and expenses which may arise because of our acceptance of the item. If you request that we accept a check for deposit into a personal Account, such check must be made payable to an Owner of the Account. Deposit items made payable to a person or entity other than an Owner of the Account will not be accepted for deposit. In any event, in our discretion, we may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only, return all or any part of any deposit, or close the Account subject to applicable regulations.

GENERAL PROVISIONS

INACTIVE ACCOUNTS

We are required by law to preserve an Account that is inactive. An Account is inactive if for more than one year there has not been a debit or credit to the Account because of an act by you or your agent (other than the Credit Union) and you have not communicated with us. An Account is presumed abandoned if (a) the Account has been inactive for at least three years (or a different time period as modified by the escheat requirements of the state of Texas) from the date of your last transaction on the Account or your last correspondence with us, (b) we are unable to locate you. If an Account is presumed abandoned, we are required to report the abandonment and to pay the funds in the Account to the State.

LEGAL PROCESS

You agree that we may debit your Account for charges and costs in connection with the production of statements, items, or other documents in connection with subpoenas, court orders, levies, garnishments, or other instruments of legal process, including attorney's fees, to the extent not otherwise prohibited by law.

CONTRACTUAL LIEN

In addition to any lien we have as a matter of law, you grant us a contractual lien on all shares and dividends in any Account in which you have an interest to the extent of any loans made to you and any other obligation of yours which you owe to us, which lien secures repayment of any such loan or obligation. You agree that, if any such Account is a joint Account, the entire amount in such Account shall be subject to our lien and shall secure the indebtedness of each Joint Owner owing to us. You agree that we may exercise our lien and apply the entire amount in any such Account against the indebtedness of any Joint Owner owing to us notwithstanding the interest of any other Joint Owner in the Account, and without notice. You agree to hold us harmless for expenses and costs, including attorney's fees, which we may incur in enforcing our right to exercise our lien against the indebtedness of any one or more Joint Owners, and you agree that we will not be liable for dishonoring checks or other items where the exercise of our lien or any right of offset which may exist results in there being insufficient funds in the Account to honor such items. If we elect not to enforce our lien at any time, we do not waive our right to enforce that lien on subsequent occasions. The lien secures all direct and indirect indebtedness which you may owe to us whether as a borrower, co-maker, guarantor, or otherwise. You agree that, with regard to any indebtedness owing to us secured by your principal residence, our lien shall not be construed so as to permit the modification of any claim we may have under 11 U.S.C. section 1322 (b)(2), and to the extent that this lien is so construed, it shall be void.

DISPUTE RESOLUTION

If we suspect that fraudulent misconduct is or has taken place with respect to any Account, or if we are notified that a party to an Account has died or is incompetent to manage his or her affairs, or if we have been notified that a dispute exists between or among parties to the Account or third parties with regard to their respective interests in the Account, or if there are competing claims to funds on deposit, or if we are in doubt concerning the respective interests of any parties to an Account, we may restrict withdrawals from the Account until we are satisfied that any obligation we may have at law and under this Agreement has been met or until any such dispute, doubt, suspected fraudulent misconduct, or probate matter has been resolved by a court of competent jurisdiction or by written settlement agreement entered into by all parties to the Account and any third party making claim to funds in any such Account. You agree, further, that we may recover any attorney's fees or costs expended in connection with the foregoing, which fees will be payable out of the Account made the subject of any such doubt, dispute, misconduct, or probate proceeding.

POWER OF ATTORNEY

You agree that we shall be under no obligation to recognize and honor any power of attorney which authorizes someone to deal with your Account on your behalf. In the event that the Credit Union decides to permit any such power of attorney authorization, such authorization or subsequent revocation must be established using forms provided by the Credit Union.

WITHDRAWAL OF SERVICES

In the event that any Credit Union member causes a loss to the Credit Union, or makes known his or her intention to cause a loss to the Credit Union, whether by way of loan default, Account overdraft, or otherwise, it is the policy of the Credit Union to withdraw member services otherwise extended to that member including but not limited to the right to maintain Accounts at the Credit Union (excepting a Regular Share Account) and the right to payment of dividends. To the extent allowed by applicable law, regulations, and the Credit Union's Bylaws, your credit union membership may be terminated if you cause a loss to the Credit Union.

ATTORNEY'S FEES

In addition to any other rights we may have at law or under this Agreement to recover fees and costs in connection with this Agreement or any Account, in the event that we file suit to enforce this Agreement or any right we may have in any Account, we shall be entitled to recover reasonable attorney's fees and costs expended in connection with any such legal proceeding.

AMENDMENT

You agree that we may amend this Agreement, the Rate and Fee Schedule, and any notice, agreement, disclosure, or policy made a part of this Agreement, from time to time in our sole discretion, subject to applicable law.

SEVERABILITY

If any provision of this Agreement shall be declared invalid, unenforceable, or illegal, that part will not affect the validity, enforceability, or legality of any other provision.

REOPENED ACCOUNTS

Should your Account be closed at any time or times by withdrawal of the balance of the Account, and later re-opened by you, such re-opened Account shall be subject to all of the terms and conditions of this Agreement, whether or not any new signature card or other Account agreement is signed.

GOVERNING LAW

This agreement shall be governed by the Federal Credit Union Act, the Rules and Regulations of the National Credit Union Administration, the Credit Union's Bylaws, and, solely to the extent not pre-empted by federal law, the laws of the State of Texas. Venue is proper in Potter County, Texas.

TRUTH-IN-SAVINGS

ACCOUNT DISCLOSURE

RATE INFORMATION

Refer to the accompanying "Rate and Fee Schedule" for prospective dividend rates and Annual Percentage Yields (APY).

DETERMINATION OF RATE

Dividend rates and APY may change based on the determination of the board of directors at the following frequency:

- REGULAR SHARE ACCOUNT.....Quarterly
- REAL ESTATE ESCROW ACCOUNT.....Quarterly
- INDIVIDUAL RETIREMENT (IRA) ACCOUNT.....Monthly
- COVERDELL EDUCATION SAVINGS ACCOUNT.....Monthly
- TERM SHARE CERTIFICATE ACCOUNT.....Weekly
- SHARE DRAFT (CHECKING) ACCOUNT.....Not Applicable

COMPOUNDING AND CREDITING OF DIVIDENDS

Dividends will be compounded and credited as follows:

- REGULAR SHARE ACCOUNT.....Quarterly
- REAL ESTATE ESCROW ACCOUNT.....Quarterly
- INDIVIDUAL RETIREMENT (IRA) ACCOUNT.....Monthly
- COVERDELL EDUCATION SAVINGS ACCOUNT.....Monthly
- TERM SHARE CERTIFICATE ACCOUNT.....Monthly
- SHARE DRAFT (CHECKING) ACCOUNT.....Not Applicable

The dividend period for each type of account is the same as the compounding and crediting period as shown above. For accounts with a quarterly dividend period, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is March 31. All other quarterly dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example is March 31. For accounts with a monthly dividend period, for example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend period is January 31. All other monthly dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period, and for the example is January 31. If you close a regular share account or real estate escrow account before dividends are credited, you will not receive accrued dividends.

MINIMUM BALANCE REQUIREMENTS

REGULAR SHARE ACCOUNT

The minimum balance required to open this account is the purchase of a \$25 share in the credit union. You must maintain a minimum month-end balance of \$25 in your account to avoid a service fee. If your ending balance at any calendar month-end is below the required minimum balance, your account will be subject to a service fee of \$5 for that month. You must maintain a minimum daily balance of \$25 in your account each day to obtain the disclosed annual percentage yield.

REAL ESTATE ESCROW ACCOUNT

No minimum balance requirements apply to this account.

INDIVIDUAL RETIREMENT (IRA) ACCOUNT

No minimum balance requirements apply to this account.

COVERDELL EDUCATION SAVINGS ACCOUNT

No minimum balance requirements apply to this account.

TERM SHARE CERTIFICATE ACCOUNT

The minimum balance required to open this account is \$1,000. You must maintain a minimum daily balance of \$1,000 in your certificate account each day to obtain the disclosed annual percentage yield.

SHARE DRAFT (CHECKING) ACCOUNT

The minimum balance required to open this account is \$0.00.

BALANCE COMPUTATION METHOD

Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in your account each day.

ACCRUAL OF DIVIDENDS

Dividends will begin to accrue on the business day you deposit cash or non-cash items (i.e., checks) to your account.

FEES AND CHARGES

Refer to the accompanying "Rate and Fee Schedule" for an itemized list of fees and charges that may be assessed against your account.

TRANSACTION LIMITATIONS

REGULAR SHARE ACCOUNT

During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order of instruction. No more than three of the six transfers may be made by check, draft, debit card, if applicable, or similar order to a third party. If you exceed the transfer limitations set forth above in any month, your account will be subject to closure by the credit union. If your account is closed within 12 months of the opening date, you will be charged a service fee, as set forth in the rate and fee schedule.

REAL ESTATE ESCROW ACCOUNT

Withdrawals may not be made from your real estate escrow account without credit union approval.

INDIVIDUAL RETIREMENT (IRA) ACCOUNT

You may make contributions into this account up to the limitations specified by the IRS. Funds may be withdrawn from your IRA account without credit union penalty on the 1st through the 10th calendar day of January, April, July, and October. If any other withdrawal of IRA funds occurs, a penalty is imposed. The penalty is an amount equal to 90 days dividends, whether earned or not, on the amount withdrawn. The penalty is calculated at the simple dividend rate most recently declared for IRA accounts in the credit union, regardless of how long the funds withdrawn have remained in the account. The penalty does not apply to withdrawal subsequent to the death of the owner, withdrawal upon the owner's disability or attainment of 59 1/2 years of age, or withdrawal as a result of liquidation of the credit union.

COVERDELL EDUCATION SAVINGS ACCOUNT

You may make contributions into this account up to the limitations specified by the IRS. Funds may be withdrawn from your Coverdell Education Savings account without credit union penalty on the 1st through the 10th calendar day of January, April, July, and October. If any other withdrawal of funds occurs, a penalty may be imposed. The penalty is an amount equal to 90 days dividends, whether earned or not, on the amount withdrawn. The penalty is calculated at the simple dividend rate most recently declared for Coverdell Education Savings accounts in the credit union, regardless of how long the funds withdrawn have remained in the account. The penalty does not apply to withdrawal subsequent to the death of the designated beneficiary (child for whom the account has been established), withdrawal upon the designated beneficiary's attainment of 18 years of age, or withdrawal as a result of liquidation of the credit union.

TERM SHARE CERTIFICATE ACCOUNT

After a certificate account is opened or renewed, you may not make deposits into the account until the next stated maturity date.

SHARE DRAFT (CHECKING) ACCOUNT

No transaction limitations apply to this account.

SPECIAL DISCLOSURES FOR TERM SHARE CERTIFICATE ACCOUNTS

TIME REQUIREMENTS

Refer to your specific "TERM SHARE CERTIFICATE ACCOUNT" document or your periodic account statement for the maturity date.

EARLY WITHDRAWAL PENALTIES

We may impose a penalty if you withdraw any of the principal before the maturity date. The penalty is disclosed in our rate and fee schedule, whether earned or not. The penalty is calculated at the simple rate being paid on the certificate regardless of how long the funds withdrawn have remained in the account. The principal amount upon which the penalty is calculated is the amount withdrawn unless the amount withdrawn reduces the balance below \$1,000. In that event, the account will be canceled, and the principal amount upon which the penalty is calculated is the entire amount of the certificate. The penalty does not apply to any of the following early withdrawals; withdrawal subsequent to the death of any owner; if the account is part of a qualified individual retirement or Keogh plan, withdrawal upon the participant's disability or attainment of 59 1/2 years of age; and withdrawal as a result of liquidation of the credit union.

WITHDRAWAL OF DIVIDENDS PRIOR TO MATURITY

Credited dividends may be withdrawn during the term of the certificate without penalty. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings. If not withdrawn at the maturity date, accumulated dividends become part of the principal balance after renewal.

RENEWAL POLICIES

Your certificate account will automatically renew at maturity. You will have a grace period of 10 calendar days after the maturity date to make additional deposits to the account or withdraw the funds in the account without being charged an early withdrawal penalty. Each renewal term will be the same as the original term, beginning on the maturity date. The renewal rate and APY will be the same as offered on new certificates on the maturity date which have the same term and other features as the original certificate.

NATURE OF DIVIDENDS

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.

BYLAW REQUIREMENTS

A member who fails to complete payment of one share within 6 months of his/her admission to membership, or within 6 months from the increase in the par value of shares, or a member who reduces his/her share balance below the par value of one share and does not increase the balance to at least the value of one share within 30 days of the reduction, may be terminated from membership. Shares may be transferred only from one member to another, by written instrument in such form as the board may prescribe. The credit union may require payment of a fee not to exceed \$1 for each such transfer and, if so required, such fee shall apply to all transfers. The credit union shall have the right, at any time, to require members to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in by them except for those amounts paid into share draft (checking) accounts. Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to a member's account. No member may withdraw shareholdings that are pledged as required security on loans without the written approval of a loan officer, except to the extent that such shares exceed the member's total primary and contingent liability to the credit union. No member may withdraw any shareholdings below the amount of his/her primary or contingent liability to the credit union if he/she is delinquent as a borrower, or if borrowers for whom he/she is comaker, endorser, or guarantor are delinquent, without written approval of a loan officer. The credit union shall have the right, at any time, to impose a fee for excessive share withdrawals from regular share accounts. The number of withdrawals not subject to a fee and the amount of the fee shall be established by a Board resolution and shall be subject to regulations applicable to the advertising and disclosure of terms and conditions on member accounts.

PAR VALUE OF SHARES

The par value of a regular share in this credit union is \$25.

NATIONAL CREDIT UNION SHARE INSURANCE FUND

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

FUNDS AVAILABILITY DISCLOSURE

This policy statement applies to all transaction accounts.

DEPOSIT AVAILABILITY POLICY

How soon can I withdraw funds deposited into my account?

When a deposit is made by ...	Deposited funds are available...
Electronic direct deposit, wire transfer, or cash	• The same day
Check	• Usually the next business day However, we may place a hold on check deposits. In these cases, funds will generally be available by the 2nd business day after the deposit.

If you will need the funds from a check deposit right away, you should ask us when the funds will be available.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and wire transfer deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds 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. If you make a deposit before 5:00 p.m. 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 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

LONGER DELAYS MAY APPLY

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. However, the first \$200 of your deposits will be available on the first business day.

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 day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

HOLDS ON OTHER FUNDS (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check cashed would have been available if you had deposited it.

DIVIDEND PAYMENT POLICY

Dividends are not paid on transaction (checking) accounts.

ELECTRONIC FUNDS TRANSFER (EFT) YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling are indicated below, some of which may not apply to your account. This disclosure applies to EFT services for personal, family, or household purposes only. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

PREAUTHORIZED TRANSFERS

We are equipped to: (1) Accept certain direct deposits to your checking or savings account. (2) Pay certain recurring bills from your checking account.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (1) Pay for purchases. (2) Pay bills.

DEBIT/ATM ACCESS

You may use your Debit/ATM card and PIN at specified terminal locations to: (1) Withdraw cash from your checking or regular share account. (2) Pay for purchases at places that have agreed to accept the card. (3) Transfer funds between your regular share and checking accounts. (4) Learn the balance in your regular share or checking account. Some of these services may not be available at all terminals.

LIMITATIONS ON FREQUENCY AND AMOUNT OF TRANSFERS

(1) Transfers from your regular share account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per calendar month with no more than three by check or similar order, if applicable, to third parties. (2) When using your DEBIT/ATM card and PIN, you may withdraw cash or make purchases up to the available balance in your account up to a maximum of \$510 a day for ATM withdrawals and \$1500 a day for point-of-sale purchase transactions.

FEES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

Refer to the section entitled "ATM and EFT Processing Fees" in the accompanying "Rate and Fee Schedule" for an itemized list of fees applicable to EFT transactions. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. There is currently no charge for direct deposits or preauthorized debits.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the withdrawals or purchases you make: (1) Where it is necessary for completing a transaction. (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant. (3) In order to comply with government agencies or court orders. (4) If you give us your written permission.

RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

TERMINAL TRANSFERS

A transaction receipt will be available to you at the time you make any transaction involving withdrawals or transfers to or from your account using an ATM or point-of-sale terminal which accepts your card or when a merchant uses your check at the point of purchase to capture information to initiate a one-time EFT.

DIRECT DEPOSITS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us to find out whether or not the deposit has been made. The phone numbers are: (806) 373-0736 in Amarillo, TX or (505) 345-6450 in Albuquerque, NM or toll-free at (800) 733-2804.

PERIODIC STATEMENTS

You will receive a monthly account statement for your checking account. You will receive a monthly account statement for your regular share account unless there are no electronic fund transfers in a particular month. In any case, you will get the statement at least quarterly.

STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have arranged in advance for regular payments to be made out of your account, you can stop any of these payments. Here is how: Call us at (806) 373-0736, or write: Checking Department, Santa Fe FCU, PO Box 15088, Amarillo, Texas 79105-5088, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen days after you call. We will charge you for each stop payment order you give.

NOTICE OF VARYING AMOUNTS

If these prearranged regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

CREDIT UNION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from an account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make the transfer. (2) If the transfer would go over the credit limit on your overdraft line, if applicable. (3) If the automated teller machine where you are making the transfer does not have enough cash. (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken. (6) There may be other exceptions in our agreement with you.

CONSUMER'S LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact us AT ONCE if you believe your Debit/ATM card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do not tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Unless Texas law is pre-empted by the Federal Electronic Fund Transfer Act, your liability for unauthorized point-of-sale transactions may be limited to \$500 even if you fail to notify us of a loss or theft. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your DEBIT/ATM card or PIN has been lost or stolen, call (806) 373-0736 or write:

Santa Fe FCU, PO Box 15088, Amarillo, TX 79105-5088.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission. For debit cards, if it is outside of business hours, call toll free (800)791-2525.

BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

ERROR RESOLUTION

In case of questions about your electronic transfers, telephone us at (806) 373-0736 or write us at:

Checking Department, Santa Fe FCU, PO Box 15088, Amarillo, Texas 79105-5088 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 send 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 in 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. 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.

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