

REGIONS BANK STREAMLINE OF CREDIT ACCOUNT AGREEMENT AND DISCLOSURES

Borrower: *Sample Q. Sample*

Lender: REGIONS BANK
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

Credit Limit: \$ Sample

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Advances	21.90%
Paying Interest	You will be charged interest from the transaction date.

Fees	
Annual Fee*	\$25
Transaction Fees	
<ul style="list-style-type: none"> • Credit Advance Fee 	\$10 or 10% of advance amount for each advance.
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment Fee 	\$35

*After the first year. There is no Annual Fee the first year your account is open.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See your account agreement for more details.

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

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ARBITRATION AND WAIVER OF JURY TRIAL AND CLASS ACTIONS. THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION AND WAIVER OF JURY TRIAL. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH PROVISIONS. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM, AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

You agree to the following terms and conditions:

Certain Definitions. This REGIONS BANK STREAMLINE OF CREDIT ACCOUNT AGREEMENT AND DISCLOSURES ("this Agreement") governs your line of credit (your "Credit Line Account") with REGIONS BANK. In this Agreement, the words "Borrower," "you," and "your" mean each person who signs this Agreement now or in the future. The word "you" as used in the "Promise to Pay" and "Arbitration of Disputes and Waiver of Jury Trial" sections of this Agreement and the sections providing for interest, fees and other charges, and costs of collection also includes any other person who obtains advances under the Credit Line Account for his/her own use or purposes and not as authorized agent for Borrower. The words "we," "us," "our," and "Lender" mean REGIONS BANK, an Alabama banking corporation, and its successors and assigns. The word "signs" includes signing electronically, and the word "signature" includes an electronic signature. Definitions of other terms are contained in other sections of this Agreement.

Introduction to Your Credit Line Account. Your Credit Line Account is a general purpose open-end credit plan under which you may use a Special Check (described below), Regions Online Banking, a telephone call to our toll-free number 1-800-231-7493, or a visit to one of our branches to initiate transactions in which (A) you obtain advances of funds from us from time to time, (B) the principal of each advance and the interest and other charges and fees are debited to your Credit Line Account, (C) an interest rate is imposed upon the outstanding balance of your Credit Line Account from time to time, (D) we send statements of your Credit Line Account to you at approximately monthly intervals, and (E) the amount of the extensions of credit and the interest and other charges and fees shown on each statement is due from you on a date specified in the statement or, at your option but subject to the terms and conditions of this Agreement, may be paid by you in installments (monthly payments).

Promise to Pay. You promise to pay to REGIONS BANK, or its order, the total of all advances and all accrued interest and interest charges, together with all fees, charges, costs and expenses provided under this Agreement, according to the payment terms set forth below. If there is more than one Borrower at any time, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line Account, to request and receive advances, and to do all other things necessary to carry out the terms of this Agreement. We may release any Borrower from responsibility under this Agreement, and the others will remain responsible.

Term. The term of your Credit Line Account will begin on the Effective Date, as defined below, and will continue until the termination of this Agreement or your Credit Line Account as provided below. You may obtain advances during this period, subject to the terms of this Agreement.

Effective Date. The words "Effective Date" as used in this Agreement mean the date and time, on or after the date you sign this Agreement and complete the activation process, when we accept this Agreement in the state of Alabama. We will indicate our acceptance on your Online Banking screen. You may not receive any advance under your Credit Line Account until the Effective Date.

Credit Limit. This Agreement covers a revolving line of credit for the amount shown above as your "Credit Limit". This amount is the initial Credit Limit of your Credit Line Account. Your Credit Limit is the maximum amount you may have outstanding on your Credit Line Account at any one time. Subject to the terms of this Agreement, you may borrow, repay any portion of the amount borrowed, and re-borrow under your Credit Line Account, provided the unpaid balance of your Credit Line Account does not exceed the amount of your Credit Limit at any time. You agree not to request or obtain an advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you. We may change your Credit Limit at any time. We will attempt to give you notice if your Credit Limit is changed. Your current Credit Limit will be shown on your periodic statement.

When Interest Begins To Accrue. Interest on each advance under your Credit Line Account will begin to accrue on the date the advance is posted to your Credit Line Account. There is no "grace period" which would allow you to avoid paying interest on advances under your Credit Line Account.

Method We Use to Determine the Balance on Which Interest Will Be Computed. We figure the interest charge on your Credit Line Account by applying the monthly periodic rate to the "average daily balance" (including current transactions) of your Credit Line Account. To get the "average daily balance" we take the beginning balance of your Credit Line Account each day, add any new advances, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If any daily balance is a credit balance, we treat it as zero.

How We Determine the Amount of the Interest Charge. We figure the interest charge on your Credit Line Account by applying the monthly periodic rate shown in the table below to the "average daily balance" of your Credit Line Account determined as described in the preceding paragraph.

Periodic Rate and Corresponding Annual Percentage Rate of the Interest Charge.

Range of Balances	Monthly Periodic Rate	Corresponding Annual Percentage Rate
All Balances	1.83%	21.90%

Fees Imposed on Your Credit Line Account. You agree to pay the following fees:

Annual Fee. A nonrefundable Annual Fee of **\$25.00** will be charged to your Credit Line Account annually beginning one year after the Effective Date.

Credit Advance Fee. A nonrefundable Credit Advance Fee equal to the lesser of **\$10.00** or 10% of the advance amount will be charged to your Credit Line Account each time you obtain an advance, except that no Credit Advance Fee will be due for any overdraft protection advance we make in connection with a checking account that you designate and maintain with us. Although no Credit Advance Fee will be charged to your credit line Account for advances made to cover overdrafts in your designated checking account with us, a transfer fee may be assessed to your designated checking account under the Deposit Agreement for your designated checking account.

Late Payment Fee. If you do not make your Minimum Payment within **10** days after the "Payment Due Date" shown on your periodic statement, in addition to our rights upon your default, we may charge a **\$35.00** late payment fee to your Credit Line Account.

Periodic Statements. If you have a balance owing on your Credit Line Account or have any account activity, we will send you a statement (a "periodic statement") of your Credit Line Account each month. The statement will show, among other things and as applicable, advances, interest charges, fees, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

Minimum Payment. Your "Minimum Payment" will be the amount that is fifteen percent (**15%**) of the new balance shown on each periodic statement of your Credit Line Account or **\$50.00**, whichever is greater, plus any past-due amount. If the new balance shown on your periodic statement is less than \$50.00, your Minimum Payment will be the entire new balance shown on your periodic statement. Your payments will be due monthly on the date shown

on your periodic statement. You agree to pay not less than the Minimum Payment on or before the due date indicated on the periodic statement of your account.

How Your Payments Are Applied. Unless otherwise agreed in writing or required by applicable law, payments and other credits will be applied to your account balance in the following order: (a) any interest charge included in your previous balance; (b) any fees (such as transaction fees, late fees and annual fees) included in your previous balance; (c) any remaining portion of your previous balance; (d) any advances and other debits posted during the billing cycle; and (e) any interest charge imposed during the billing cycle; provided, that we reserve the right to apply payments to outstanding indebtedness and obligations in any order that we may determine in our sole discretion, subject to any requirements of applicable law, and we may change the methodology for the application of payments at any time without notice to you.

Requirements for Payments. All payments must be made in U.S. dollars and must be received by us consistent with any payment instructions provided on or with your periodic statement. If a payment is made consistent with the payment instructions but is received by us after the time (hour) specified on your periodic statement (for the payment method you choose to use) on a business day, we will apply your payment to your Credit Line Account on the next business day. Any check, money order, or other payment instrument tendered as payment must be payable at an office of a financial institution located in the United States whose checks clear through the Federal Reserve System. You agree not to send us payments marked "paid in full", "without recourse", or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and you will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Regions Bank, P.O. Box 2224 Birmingham, AL 35246.

Prepayment. You may prepay all or any part of the amount you owe under your Credit Line Account at any time without penalty. We will be entitled to receive all accrued interest, fees, and other charges, if any. Payments in excess of your Minimum Payment at any time will not suspend or relieve you of your obligation to continue to make your Minimum Payments in subsequent months. Instead, they will reduce the principal balance owed on your Credit Line Account.

Your Right to Advances. After the Effective Date, subject to the terms and conditions of this Agreement, we will honor your requests for advances so long as: (A) you are not in default under the terms of this Agreement; (B) this Agreement has not been terminated and your right to obtain advances has not been suspended; and (C) the unpaid balance of your Credit Line Account does not exceed your Credit Limit and would not exceed your Credit Limit if we made the advance.

Obtaining Advances. Subject to the terms and conditions of this Agreement, you may obtain advances under your Credit Line Account by:

Special Checks. Writing a check (each a "Special Check") on preprinted forms we will supply to you;

Telephone Requests. Contacting us by telephone at 1-800-231-7493 to request an advance to be credited to your account with us that you have specified and that is eligible to receive the proceeds of advances (your "designated account");

Requests in Person. Requesting an advance in person at any of our branch banking offices during business hours at that branch;

Online Banking. Using Regions Online Banking to request an advance to be credited to your designated account with us; and

Overdrafts. Writing a check on your designated checking account with us in excess of the available collected balance in the account.

Advances generally will be available for immediate withdrawal when posted to your designated account. However, advances made after our published cut-off times may not be available to cover nightly processing of items presented for payment from your designated account until the following banking day. If your designated account has a negative balance at the time, any advance disbursed by posting to your designated account, or as much thereof as may be necessary to bring the negative balance to zero, will first be applied to the negative balance and the remainder of the advance, if any, will be credited to your designated account.

If more than one person is authorized to use your Credit Line Account, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advances to the other.

Our Right to Suspend Making Advances. We may suspend making advances under your Credit Line Account if your Credit Limit has been exceeded or would be exceeded if we make a new advance, or if your Special Checks have been reported lost or stolen, or if we determine there has been an adverse change in your financial condition (such as, but not limited to, termination of employment, loss or reduction of income, delinquency on other debt, or increase in other debt owed). We may terminate your Credit Line Account, whether or not you are in default, after a period of no advances or other activity under your Credit Line Account. We may also suspend making advances or terminate your Credit Line Account, whether or not you are in default, under the circumstances described in the section headed "Amendments; Discontinuance of Product", below.

Limitations on Your Use of Special Checks. We reserve the right not to honor Special Checks in any of the following circumstances:

Credit Limit Violation. Your Credit Limit has been exceeded or would be exceeded if we paid the Special Check.

Post-dated Checks. Your Special Check is post-dated. We may, however, at our election, pay a post-dated Special Check before the date it is dated, and we will not be liable to you even if as a result of the payment any other check is not paid, or is paid resulting in an over-advance on your Credit Line Account.

Stolen Checks. Your Special Checks have been reported lost or stolen.

Unauthorized Signatures. Your Special Check is not signed by an "Authorized Signer", as defined below.

Termination or Suspension. We have suspended making new advances, or you are in default or would be in default, at our election, if we paid the Special Check.

If we pay any Special Check under any of the circumstances set out above, you must repay us according to the terms of this Agreement the amount of the advance we made to pay the Special Check, subject to the limitation that your obligation to repay an advance made to pay a Special Check that is not signed by an Authorized Signer is limited to the amount of any benefit you received from the payment of the check. The Special Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a Special Check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Special Checks along with your periodic

statements; however, your use of each Special Check will be reflected on your periodic statement as an advance. We will not certify Special Checks drawn on your Credit Line Account.

Stopping Payment on Special Checks. You may stop payment on a Special Check by calling us at (205) 326-5700 in Birmingham, Alabama or toll free at (800) 231-7493. You must tell us your account number, the party to whom you wrote the Special Check, and the date, number and amount of the Special Check. If you do not contact us at a time and in a manner that affords us a reasonable opportunity to act on your request before we receive the Special Check, we may not be able to stop payment on it. If you choose to stop payment on any Special Check, you agree to pay our stop payment fee then in effect for stopping payment on a check and to indemnify us against, and hold us harmless from, all liability, costs and expenses (including attorneys' fees) we incur as a result of our refusal to pay the Special Check. A stop payment order is effective for 6 months. You may extend the effectiveness of the order for successive 6-month periods by providing us a new written stop payment order and paying our stop payment fee before the existing stop payment order expires.

Other Limitations. The following additional terms and limitations apply to your Credit Line Account:

If overdraft protection is available through your Credit Line Account, and if you have designated a Regions Bank checking account for which your Credit Line Account will provide protection against overdrafts, you understand and acknowledge that anyone who is authorized to make withdrawals from the checking account may access your Credit Line Account by making withdrawals from the checking account in excess of the available collected balance in the checking account. Advances made for overdraft protection will be made in minimum increments of \$100.00.

Except for transactions covered by the federal Electronic Fund Transfer Act and unless otherwise agreed in your deposit account agreement, you acknowledge and agree that we do not accept responsibility for the authenticity of telephone instructions and we will not be liable for any loss, expense or cost arising out of any unauthorized telephone request, when we act upon instructions we believe to be genuine.

The maximum dollar amount of advances you may obtain per day is the available amount of your Credit Limit.

You must be enrolled in Regions Online Banking to obtain advances through the Online Banking means of access to your Credit Line Account. Your use of Online Banking is subject to the terms and conditions of the Regions Bank Agreement and Disclosure Statement for Electronic Banking Services, as the same may be amended from time to time. That agreement may contain other limitations on access to your Credit Line Account through Online Banking.

Restrictions on Use of Advances and Access Devices. You may not use any advance or access device, whether described above or added in the future, for any illegal transaction, and we may decline to authorize or pay any transaction that we believe poses an undue risk of illegality. You agree not to use or attempt to use the proceeds of an advance to pay us any sum you owe under this Agreement or any other obligation you have to us. Notwithstanding the foregoing, you must repay us according to the terms of this Agreement the amount of any advance you use in connection with any illegal transaction and any advance used to pay any sum you owe us.

Authorized Signers. The words "Authorized Signer" on Special Checks as used in this Agreement mean and include (a) each Borrower and (b) each person who has been authorized to sign Special Checks by a Borrower on a separate signature authorization card for the Credit Line Account.

Lost Special Checks. If you lose your Special Checks or if someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (800) 231-7493. You also can notify us at our address shown at the beginning of this Agreement.

Future Credit Line Services. Your acceptance of this Agreement also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with your Credit Line Account. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

Security Interest. Collateral securing other loans or agreements with us may also secure your obligations under this Agreement, provided, that no security interest we may now or hereafter have in your principal dwelling will secure your obligations under this Agreement, notwithstanding any term or provision to the contrary in any security instrument or other agreement you have with us that provides us a lien on or security interest in your principal dwelling, unless this Agreement or any of your obligations hereunder is specifically identified in the security instrument or agreement as being secured thereby.

Default. We may declare you to be in default, at our option, if any one or more of the following events occur: (A) You fail to pay a Minimum Payment when due; (B) you die; (C) you make any false or misleading statements on any credit application or financial statement you provide to us at any time; (D) you violate or fail to pay or perform any provision of this Agreement or any other agreement you have with us; (E) any garnishment, attachment, levy or execution is issued against any material asset owned by you; (F) you exceed your Credit Limit; or (G) we in good faith believe your ability to pay us as agreed has become impaired. You will be in default immediately if you file for relief under any chapter of the United States Bankruptcy Code or for any other relief from creditors under state or federal law, or if an involuntary petition under the provisions of the Bankruptcy Code is filed against you. Time is of the essence of each of your obligations to pay or perform under this Agreement.

Our Rights Upon a Default. If you are in default, we may suspend or terminate your Credit Line Account without prior notice. However, we will notify you in writing of our action as soon as practicable.

Suspension. If we suspend your Credit Line Account, you will lose the right to obtain further advances. However, all other terms of this Agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Credit Line Account access device.

Termination. If we terminate your Credit Line Account, your Credit Line Account will be suspended and the entire unpaid balance of your Credit Line Account will be immediately due and payable without prior notice except such notice as may be required by law and cannot be waived, and you agree to pay that amount plus all interest, fees, expenses and other amounts owed under this Agreement. If you do not pay those amounts in full immediately, we may exercise all our rights and remedies under this Agreement and under applicable law. We may exercise our rights and remedies successively or concurrently, at our election.

Collection Costs. If we suspend or terminate your Credit Line Account, we may hire or pay someone else to help collect the amounts you owe under this Agreement. To the extent permitted by applicable law, you will pay us the amount of these costs and expenses of collection, which includes, subject to any limits under applicable law, our reasonable attorneys' fees and our legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses incurred for appeals and in bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction). If not prohibited by applicable law, you also will pay any court costs, in addition to all other sums provided by law.

Access Devices. If your Credit Line Account is suspended or terminated, you must immediately return to us all Special Checks and any other access devices. Any use of Special Checks or other access devices following suspension or termination may be considered fraudulent. You will remain liable under the terms of this Agreement for any further use of Special Checks and other access devices not returned to us.

Delay in Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your Credit Line Account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

Right of Setoff. To the extent permitted by applicable law, we reserve our right of setoff in all your accounts with us (whether checking, savings, or some other account), including without limitation, all accounts you may open in the future. However, this does not include any IRA or Keogh accounts or any trust accounts or other accounts for which setoff would be prohibited by law.

Other Charges to Your Credit Line Account. We may charge your Credit Line Account to pay other fees and costs that you are obligated to pay under this Agreement or any other document related to your Credit Line Account. Any amount so charged to your Credit Line Account will be an advance and will decrease the funds available, if any, under your Credit Line. However, we have no obligation to provide any of the advances referred to in this paragraph.

Termination by You. You may give us notice of your intent to terminate this Agreement at any time. When we receive your notice of intent to terminate, your right to receive additional advances under your Credit Line Account will be suspended immediately, and no additional annual fees will be charged to your Credit Line Account. All other terms and conditions of this Agreement will remain in full force and effect until you have made final payment to us of all amounts you owe under this Agreement.

Notices. All notices will be sent to your address as shown on your periodic statement. Notices will be sent to you at a different address if you give us written notice of a different address. You agree to notify us promptly each time your mailing or residence address changes. Notices may be sent electronically if you have consented to receive notices electronically and your consent remains in effect. Notices to us should be sent to our address for inquiries shown on your most recent periodic statement or our address shown at the beginning of this Agreement.

Credit Information. You authorize us to release information about you to third parties as described in our privacy policy (except to the extent you opted out of the applicable information sharing) and as permitted by law. You agree that, upon our request, you will provide us with a current financial statement, a credit application, or both, on forms provided by us. You also consent and agree that we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition.

Your Consent to Monitoring of Telephone Conversations, Automatic Telephone Dialing, and Other Voice and Electronic Communications. You consent that we and our service providers may monitor and/or record (unless prohibited by law even if done with consent) any telephone conversations between you and our representatives or the representatives of any of such providers.

You agree that we may call you using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message to service your Credit Line Account, to collect any amounts you may owe with respect to your Credit Line Account, or for other informational purposes related to your Credit Line Account (each a "**Communication**"). You agree that we may call or text you at any telephone number that you provide in connection with your Credit Line Account, including cellular telephone numbers. You understand and agree that you are not required to provide such consent with respect to Communications made to your cellular telephone number(s). If you wish to revoke your consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you agree to call us at 1-800-REGIONS (800-734-4667) and to provide such information as we may request in order to process the revocation of your consent.

Transfer or Assignment. Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account and our rights and obligations under this Agreement to another lender, entity, or person. Upon any such sale or transfer, we will have no further obligation to provide you with advances or to perform any other obligation under this Agreement. Your obligations under this Agreement will remain in full force and effect after any such sale or transfer, however, and are binding on your heirs and legal representatives. Your rights under this Agreement belong to you only and may not be transferred or assigned. Any purported assignment by you will be void.

Limits on Our Responsibility. If we refuse to honor one of your Special Checks or your Online Banking transaction or any other request for an advance under your Credit Line Account for any reason beyond our control, such as electronic, telephonic or computer malfunction, we will not be legally responsible to you in any way. We will not be legally responsible if anyone else refuses to accept a Special Check for any reason whatsoever. This Agreement does not affect your rights under the Federal Truth in Lending Act. However, if that Act does not give you the right to withhold payment from us or to use a particular claim or defense against us in connection with property or services purchased with a Special Check, you agree not to withhold payment or to use the claim or defense, and you agree that we are not responsible for the property or services. You also agree that we may make any adjustments or refunds we agree to make or are required to make by crediting your Credit Line Account.

Online Banking. You are responsible for all transactions initiated or made through your Online Banking service, except as otherwise provided by applicable law or your Online Banking service agreement with us. Please see our Agreement and Disclosure Statement for Electronic Banking Services for the complete terms and provisions applicable to your Online Banking service. You acknowledge and agree that the methods and procedures for the authorization and authentication of Online Banking service transactions constitute commercially reasonable security procedures. You understand, acknowledge and agree that anyone who has access to your Online Banking service or information (including, without limitation, co-depositors, agents, employees, contractors, attorneys-in-fact, and any other person whom you have permitted to use the service or who has access to your information regarding the service) may obtain advances under your Credit Line Account by using the Online Banking service, and you hereby authorize and agree to repay any and all such advances. You hereby release us from any and all liability for any advance obtained from your Credit Line Account through any such authorized use of your Online Banking service with us. If you do not want those persons to have the authority to initiate or obtain advances under your Credit Line Account through Online Banking, you should not provide them with access to your Online Banking service or information.

Suspicious Activity. You agree that you will not engage in, and will not act in any manner that may cause us to reasonably believe that you have engaged in or that you intend to engage in, any suspicious activity as described in or contemplated under the Bank Secrecy Act, the USA Patriot Act, or any other similar or related law, whether now or hereafter in effect, or under any regulation issued pursuant to any such law. Further, you agree that if your name (or a derivation thereof) appears on a list of suspects issued to financial institutions by the Office of Foreign Assets Control, the Financial Crimes Enforcement Network, the Federal Reserve Board, or any other governmental entity or agency, then you will be conclusively presumed to have acted in a manner that would cause us to reasonably believe that you have engaged in, or that you intend to engage in, such suspicious activity. You acknowledge and agree that your obligations under this paragraph constitute some of your material obligations under your Credit Line Account.

Agents and Other Representatives. You expressly acknowledge and agree that, unless required by law or court order, we are not obligated to honor any request, instruction or direction (all of which are called a “directive”) given to us by any person or entity acting as your agent or attorney-in-fact or in any other representative capacity for you (your “Representative”). We may, however, in our sole discretion, honor any such directive. You hereby release us and hold us harmless from, and agree to indemnify us from and against, any and all claims or actions you, your Representative or any other person may have as a result of our honor of or refusal to honor any directive given to us by your Representative. Our honor of or refusal to honor any directive given to us by your Representative will not be deemed or construed to require us to honor or refuse to honor any other directive given to us by your Representative, whether or not such other directive is the same as or similar to or is in any way related to a previous directive.

Interest Limitation. No matter what else may be stated in any other provision of this Agreement or in any other document you may have with us, you do not agree or intend to pay, and we do not agree or intend to charge, any interest or fee under this Agreement which would in any way cause us to contract for, charge or collect more for the Credit Line Account than the maximum we would be permitted to charge or collect by applicable law. Any such excess interest or unauthorized fee will be applied first to reduce the unpaid principal balance of the Credit Line Account, and when the principal has been paid in full, any excess will be refunded to you.

Information Gathering and Sharing. Please refer to the Regions “Privacy Pledge” for our policies on collecting, using, securing, and sharing non-public personal information. A copy of our “Privacy Pledge” is available by calling us toll-free at 1-800-REGIONS (800-734-4667), at www.regions.com, or at any of our branch banking offices.

If you believe we have shared inaccurate or incomplete information about you or your Credit Line Account with a credit reporting agency, write to us at: Regions Bank, P.O. Box 216, Birmingham, Alabama 35201. Please include your name, address, home phone number, and Credit Line Account number, and explain which information you believe is inaccurate or incomplete.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL. Except as expressly provided herein, you and we agree that either party may elect to resolve by **BINDING ARBITRATION** any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or personal capacity and whether arising before or after the Effective Date of this Agreement (any “**Claim**”). Claim has the broadest possible meaning and includes, but is not limited to, any controversy, claim, counterclaim, dispute or disagreement arising out of, in connection with or relating to any one or more of the following: (1) the interpretation, execution, administration, amendment or modification of the Agreement or any agreement; (2) any account; (3) any charge or cost incurred pursuant to the Agreement or any agreement; (4) the collection of any amounts due under the Agreement, any agreement or any account; (5) any alleged contract or tort arising out of or relating in any way to the Agreement, any account, any agreement, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (6) any breach of any provision of the Agreement; (7) any statements or representations made to you with respect to the Agreement, any agreement, any account, any transaction, any advertisement or solicitation, or your business, interaction or relationship with us; (8) any property loss, damage or personal injury; (9) any claim, demand or request for compensation or damages from or against us; (10) any damages incurred on or about our premises or property; (11) any of the foregoing arising out of, in connection with or relating to any agreement which relates to the Agreement, any account, any credit, any transaction or your business, interaction or relationship with us; or (12) any relationship created by or resulting from this Agreement. If either party elects to arbitrate, the Claim shall be settled by **BINDING ARBITRATION** under the Federal Arbitration Act (“**FAA**”). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding. In addition, if we become a party in any lawsuit that you have with any third party, whether through intervention by us or by motion or pleading made by you or any third party, we may elect to have all claims in that lawsuit between you and such third party to be resolved by **BINDING ARBITRATION** under this Agreement.

Administration and Rules. The arbitration shall be administered by the American Arbitration Association (the “**AAA**”) under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer- Related Disputes (the “**Arbitration Rules**”) in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does not comply with applicable standards stated in the AAA’s Consumer Due Process Protocol, the standards of the Protocol shall control. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

Arbitration Fees and Costs. If the AAA’s Supplemental Procedures for Consumer-Related Disputes apply to your Claim and if your Claim for actual damages does not exceed \$10,000, you shall be responsible for paying one-half of the arbitrator’s fees up to a maximum of \$125. If your Claim for actual damages exceeds \$10,000 but does not exceed \$75,000, you shall be responsible for paying one-half of the arbitrator’s fees up to a maximum of \$375. For any Claim that does not exceed \$75,000, we will pay all other arbitrator’s fees and costs imposed by the administrator of the arbitration.

If your Claim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related Claim, or if it is not a consumer-related Claim, you shall be responsible for paying the administrative costs and arbitrator’s fees as provided in the AAA’s Commercial Fee Schedule. Except as otherwise provided in this Agreement, the final award by the arbitrator(s) may apportion the administrative fees, expenses and arbitrators’ fees between you and us as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Agreement are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time you submit your Claim shall apply. The Arbitration Rules permit you to request a deferral or reduction of the administrative fees of arbitration if paying them would cause you extreme hardship.

Small Claims Court. Each party also has the option of filing an action in small claims court or your state’s equivalent court, for any Claim or disputes within the scope of the small claims court’s jurisdiction. But if a Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration of the Claim.

Arbitrator(s). The arbitration of any Claim of \$150,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA’s panel of arbitrators by mutual

agreement between you and us. If we cannot agree on the arbitrator(s), the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11 shall apply, except that the AAA shall not unilaterally appoint the arbitrator(s), unless you and we so agree.

No Joinder of Claims; No Class Claims. Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

Limitations, Defenses and Privileges. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in and to the arbitration.

Location of Hearing. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties in either your state of residence or the state of your statement address with Regions, with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator(s).

Scope. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability, scope, reach or validity of this agreement to arbitrate disputes or of this entire Agreement, shall be decided by the arbitrator(s).

Exchange of Information. The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information and materials between the parties prior to such arbitration.

Award. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law (and which shall be governed by the constitutional standards employed by the courts). The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses, in whole or in part, in instances where such is authorized by applicable law. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Judgment on the arbitration award may be entered in any court having jurisdiction.

Appeal. In the event that the arbitration results in an award which imposes an injunction on you or on us or contains a monetary award in excess of \$250,000.00, the award shall be reviewable on appeal initiated within 30 days of the award by a panel of three new arbitrators selected to hear the appeal under the procedure for appointment from the national roster as provided by Commercial Arbitration Rule 11, except that the AAA shall not unilaterally appoint the arbitrators for the appeal, unless you and we so agree. The decision of the panel shall be by majority vote. Such review shall reconsider anew any aspect of the initial award requested by the appealing party. However, if the award does not impose an injunction on you or on us or contain a money award in excess of \$250,000.00, then the award shall not be appealable and shall only be subject to such challenges as would otherwise be permissible under the FAA.

Self-Help Remedies and Small Claims Court. This agreement to arbitrate does not limit the right of you or us, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like. This agreement to arbitrate does not limit the right of you or us, whether before or during the pendency of any arbitration proceeding to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. However, the arbitrator(s) shall have the power to vacate and/or stay any such proceedings or orders granting provisional or ancillary remedies or injunctive relief, upon application by you or us. The taking by either you or us of any of the self-help remedies or by filing any action in court, including but not limited to the actions described in the preceding sentence, shall not be deemed to be a waiver of the right to elect BINDING ARBITRATION of any Claim upon the filing of a counterclaim, cross-claim, third party claim or the like by either you or us in response to any such action.

Transaction Involving Commerce. You and we specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. You and we hereby acknowledge, agree and stipulate that Regions Bank is a multi-state banking organization engaging in interstate banking and commerce; Regions Bank's deposits are federally insured; the funds deposited in any account flow through interstate commerce; and we regularly use the services of businesses located in other states in opening and administering accounts.

Alternative Administration. Should the AAA be unavailable, unable or unwilling to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable, or otherwise refuse or decline to accept and administer the arbitration of any Claim, or any appellate proceeding, as applicable – in whole or in part and for any reason whatsoever or for no reason – this agreement to arbitrate shall not fail or be invalidated as a result. Rather, in that instance, any party to the Claim may then petition a court of competent jurisdiction under 9 U.S.C. § 5 to appoint the arbitrator(s). Upon consideration of such a 9 U.S.C. § 5 petition, should the court decline or refuse to appoint the arbitrator(s), then and only then and within 30 days of a final and non-appealable decision on the matter from such court, you and we shall each respectively pick one arbitrator, and those two arbitrators shall then, by mutual agreement and within 30 days of the selection of the second of them, select a third arbitrator. The third arbitrator so selected shall then arbitrate the Claim as the sole arbitrator, except with respect to a Claim for \$150,000 or greater, in which case all three arbitrators so selected shall arbitrate the claim together, with the award and all pre-award decisions made by majority vote. In the case of any arbitration not administered by the AAA, the arbitrator(s) shall still be bound by all applicable provisions of this agreement to arbitrate and the Federal Arbitration Act. They further shall administer and conduct the arbitration under the applicable AAA Arbitration Rules, to the extent such rules may be practicably applied to an arbitration not administered by the AAA.

Severability. If any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision; provided, that if you or we seek to bring a joined, consolidated, or class action for arbitration, and if the foregoing prohibition against the arbitration of joined, consolidated or class actions is finally held by an authority of competent jurisdiction to be invalid or unenforceable, the arbitration agreement between you and us shall then be deemed inapplicable to such joined, consolidated or class action, to the effect that any permitted and lawful joined, consolidated or class action shall be adjudicated in accordance with the provisions of applicable law and shall not be resolved through arbitration (provided further, that the jury trial waiver shall, in any event, remain in full force and effect to the fullest extent permitted by law).

Survival of Arbitration Agreement. This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, and any bankruptcy filing to the extent consistent with applicable bankruptcy law and shall also survive as to any Claim within the scope of this Agreement.

Waiver of Right to Jury Trial. Whether any controversy is arbitrated or settled by a court, you and we voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

NOTICE: This agreement to arbitrate disputes limits or waives certain of your rights. With respect to Claims you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action, and you are waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. When arbitration is invoked for Claims subject to arbitration, you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.

Governing Law. This Agreement, including its provisions relating to interest (as defined by federal law), will be governed by the laws of the United States applicable to us and, to the extent state laws apply, by the laws of the State of Alabama, without regard to principles governing conflict of laws and without regard to where you reside at the time your Credit Line Account is opened or any advance is requested. Your Credit Line Account has been approved, this Agreement has been accepted, and all credit will be extended by us in Alabama.

State-Specific Provisions. Without limiting the operation or effect of the Governing Law section, above, you agree that:

FL - Garnishment. To the extent, if any, the laws of the State of Florida are controlling on this issue, solely to the extent permitted by those laws and not inconsistent with or prohibited by federal laws or regulations, you consent to the issuance of a continuing writ of garnishment or attachment against your disposable earnings, in accordance with Section 222.11, Florida Statutes, in order to satisfy, in whole or in part, any money judgment entered in favor of us.

LA - Applicable Lending Law. To the extent, if any, the laws of the State of Louisiana are applicable, then except for matters related to interest (as defined by federal law), and to the extent not preempted by federal law, this consumer loan is being made under the terms and provisions of Louisiana Consumer Credit Law.

NC- No Waiver of Jury Trial. To the extent, if any, the laws of the State of North Carolina are controlling on this issue, the waivers of right to jury trial contained in this Agreement do not apply. All provisions relating to arbitration of Claims do apply, however.

VA - No Oral Agreements. To the extent, if any, the laws of the Commonwealth of Virginia are controlling on this issue, the following applies:

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Section Headings. Section and paragraph headings in this Agreement are for convenience of reference only, are not part of the terms hereof, and are not to be used to interpret or define the provisions of this Agreement.

Interpretation. You agree that this Agreement is the best evidence of your agreements with us. If we go to arbitration or a court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the best evidence of your obligation to pay.

Severability. Except as otherwise provided in the "Severability" paragraph of the "Arbitration of Disputes and Waiver of Jury Trial" section of this Agreement, if a court or arbitrator finds that any provision of this Agreement is not valid or should not be enforced, the court or arbitrator shall enforce the remaining provisions of this Agreement without giving effect to the provision or provisions found to be invalid or unenforceable.

Amendments; Discontinuance of Product. Subject to applicable laws, we have the right, upon notice to you, to change the terms and conditions of this Agreement and of the Streamline of Credit product, including, without limitation, the interest rate and fees. The changed terms may apply, at our election, to the existing balance of your Credit Line Account to the extent permitted by applicable law. If the amendment changing the terms and conditions gives you the option to reject the amendment and you do reject it, we may suspend making advances under your Credit Line Account, and this Agreement will terminate upon payment in full of your obligations under this Agreement. Any person who signs this Agreement may request a modification to this Agreement. If accepted by us in writing, the modification will be binding upon all signers. We may discontinue the Streamline of Credit product or any successor product at any time upon notice to you whether or not we offer you a replacement product.

Acknowledgement. By signing this Agreement, you acknowledge that you have read and agree to the terms and conditions of this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the "Fair Credit Billing Act Notice."

BILLING ERROR RIGHTS

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Regions Bank
P.O. Box 216
Birmingham, AL 35201

or at the address listed on your statement.

In your letter, give us the following information:

Account information: Your name and account number.

Dollar amount: The dollar amount of the suspected error.

Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

Within 60 days after the error appeared on your statement.

At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.

If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.