

AGREEMENT

This is the agreement ("Agreement") governing the Cash Reserve Account ("Account") established by Mutual Savings Bank ("Bank") with the person(s) who signed the application for the Account Jointly and severally ("Customer"). The Customer jointly and severally agrees to pay the Bank in accordance with the following terms:

1. CREDIT LIMIT.

The Bank will determine a maximum credit limit ("Credit Limit") for the Customer. The Customer will be informed of their Credit Limit in a separate document. The amount of the Credit Limit may be increased, upon request to the Bank, or decreased by the Bank. The Customer promises to pay all amounts due on the Account. The Customer agrees not to cause the current Credit Limit to be exceeded and agrees that the Bank may deny any request for credit in excess of such limit. If the Bank honors any such requests, the Customer agrees to repay the excess immediately.

2. ADVANCES.

(a) LOANS (Advances) to the Customer under the Account may be obtained in the following ways: (1) by the Customer writing checks in amounts that exceed the balance in the Customer's checking account ("Checking Account") associated with the Account, (2) by receipt of cash advances from a Bank teller, and (3) by payments for purchases or withdrawals from the Checking Account using a Check Card or ATM access card if that payment or withdrawal exceeds the balance in the Checking Account.

(b) METHOD OF ADVANCE. When checks and other debits exceed the Customer's Checking Account balances, automatic Advances are made in increments of \$100.00, up to the maximum credit limit. Teller advances shall be in increments of \$25.00.

(c) ADVANCES OVER CREDIT LIMIT. The Customer agrees not to write checks in excess of the Credit Limit. Any such checks may be returned by the Bank or paid at its sole discretion. Any returned check will be subject to a returned check charge under the Agreement and the "Schedule of Fees and Charges" governing the Checking Account.

3. FINANCE CHARGE AND BALANCE COMPUTATIONS.

(a) FINANCE CHARGE. There will be no FINANCE CHARGE on loans that are not outstanding. FINANCE CHARGES will accrue from the date each Advance is posted in the Account.

(b) METHOD OF COMPUTING FINANCE CHARGE. The FINANCE CHARGE is computed by applying a periodic rate to the Average Daily Balance of the Account during the billing cycle. To get the daily balance, the Bank takes the beginning balance of the Account each day, adds any new Advances and subtracts all payments and credits. Then, the Bank adds all the daily balances for the billing cycle and divides the total by the number of days in the billing cycle to arrive at the Average Daily Balance. The Average Daily Balance is multiplied by the daily periodic rate of .04931% (an ANNUAL PERCENTAGE RATE of 18.0%), and the result is multiplied by the number of days in the billing cycle to determine the FINANCE CHARGE for that billing cycle.

4. FEES AND CHARGES.

There may be other fees and charges associated with this Account. These, if any, are disclosed in the Bank's "Schedule of Fees and Charges."

5. SECURITY INTEREST.

The Bank reserves the "right of off set" to pay any loan advances. This means that the Bank may use any amounts in any deposit accounts with the Bank to repay the loan in the event the Customer defaults on the loan. The Bank also has the right to use collateral on any loans with the Bank to secure payment on this Account.

Otherwise, the Account is an unsecured loan, unless a separate security agreement has been signed, giving Mutual Savings Bank a Uniform Commercial Code security interest in the personal property described in this agreement.

6. PAYMENTS.

(a) MINIMUM PAYMENT. Customer agrees to pay Bank a minimum monthly payment (the "Minimum Payment") of 5.00% of the new balance, or \$20.00, whichever is greater. If the balance due is \$25.00 or less, the entire amount shall be paid. Customer may not receive an Advance to make a Minimum Payment. The Customer may, at any time, pay a higher level payment, or pay off all of the new balance at any time without penalty. The Customer must contact Mutual Savings Bank prior to making a final payment, since the finance charge is computed daily.

(b) TIMING AND METHOD OF PAYMENT, AUTOMATIC DRAFT FOR MINIMUM PAYMENTS; ADDITIONAL PAYMENTS.

Payments will be automatically drafted, in the amount of the Minimum Payment, from the Checking Account on the payment due date shown on the periodic statement. If there are insufficient funds in the Checking Account to pay the Minimum Payment on such date, the Bank will attempt to draft the Checking Account in the amount of the Minimum Payment each day until such Payment is made, or until the next monthly payment due date. Customer may also pay more than the Minimum Payment by check or other means to reduce the balance. Bank may accept late payments, partial payments, and payments marked "Paid in Full" (or similar language), without losing any of the Bank's rights under this Agreement. All payments must be made in U.S. dollars. If Bank receives a post-dated check, Bank may process the check and will have no liability if the post-dated check is paid prior to the date that appears on the check.

Payment may also be made in person at any office of the Bank on or before the close of business on the day the Minimum Payment is due as shown on the current periodic statement. Payment made through the mail must arrive on or before the day the Minimum Payment is due as shown on the current periodic statement.

If payments are received by the Bank at any office of the Bank by 5:00 p.m. on a Bank business day, they will be credited to your Account that same day. If received at any office of the Bank after 5:00 p.m., they will be credited the following Bank business day.

7. BILLING.

The Bank will send the Customer a monthly statement of the Account on a date selected by the Bank. The Customer agrees to examine such statement and notify the Bank of any charge that the Customer believes to be

in error or subject to dispute. Any charge that the Customer does not dispute within sixty (60) days will be deemed to be correct.

8. DEFAULT.

If the Customer is more than fifteen (15) days late with any payment, the Customer may have an opportunity to cure the payment default. If (a) the Customer does not cure the payment default within the time provided by any notice sent by the Bank,

or (b) the Customer is late with another payment within twelve (12) months of receiving a cure notice, or (c) the Bank has reason to believe the prospect of payment, performance, or realization of collateral is significantly impaired, the Bank may demand this and all other loans that the Customer has at Mutual Savings Bank be paid immediately. It the Bank must hire an attorney to collect this Account, the Customer agrees to pay the Bank a reasonable attorney's fee in addition to all other sums to the Bank. The Bank may, at its option, accept partial or late payments or honor Advances that would cause the Customer's balance to exceed the credit limit. By doing so, the Bank does not give up any of its rights. The Customer waives any defenses on the grounds of any extension of time or release of other borrowers.

9. TERMINATION.

Mutual Savings Bank has the right to cancel this agreement as to future loan advances at any time. Should this occur, the Bank will mail notification of the reason for termination within 10 days. In the event that a tax lien or judgment is filed against the Customer, or the Customer files for bankruptcy, the Bank reserves the right to terminate the Account without notice. The Customer may cancel this agreement at any time by notifying the Bank in writing or by closing the Checking Account associated with this Account. Such notification becomes effective upon receipt. Whenever a Bank Checking Account is closed, the Account is terminated without notice.

Upon cancellation for any reasons, other than default, this Agreement continues until all amounts (including loan amounts not yet billed) at the time of cancellation are paid. Should the Customer cancel this Agreement, the Bank reserves the right to require all amounts owed under this Agreement to be paid in full within 10 days after notice is given.

10. JOINT ACCOUNT.

If the Checking Account is a joint account then the Cash Reserve Account is a joint account. Each signer is jointly and severally liable for Advances, regardless of who obtained the Advances or benefited there from.

11. GOVERNING LAW.

This Agreement and the Account are subject to and governed by the laws of the State of South Carolina and by applicable federal law. My questions about this Account shall be decided by South Carolina law.

12. CHANGE INTERIMS.

The Bank may modify or amend this Agreement, from time to time, upon fifteen (15) days advance written notice (unless a longer period is required by law), sent by mail to the Customer's billing address. The Customer's subsequent use of the Account will constitute agreement to any such modification or amendment. Such modifications shall apply both to new Advances after the effective date and in any outstanding balance on and after the effective date.

13. DELAY; SEVERABILITY.

The Bank can delay or fail to enforce any of the Bank's rights under this Agreement without waiving any of said rights. If any provision of this Agreement is determined invalid or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

14. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement and understanding between the Customer and the Bank and supersedes all previous agreements, statements, and understanding relating to the Account unless otherwise expressly stated.

KEEP THIS NOTICE FOR FUTURE USE YOUR BILLING RIGHTS

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

Notify Us in Case of Errors or Questions; About Your Cash Reserve Account Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem occurred. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: Your name and Account number. The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. If you have authorized us to pay your Account automatically from your Checking Account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then.

Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount

against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we make a mistake on your statement, you will not have to pay any finance charges related in any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone to whom we report you that you have a question about your statement, and we must tell you the name of anyone to whom we reported you. We must tell anyone to whom we report you that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.