

RULES & REGULATIONS
APPLICABLE TO ALL
FIFTH THIRD
ACCOUNTS AND
CARDS
SEPTEMBER 2006

FIFTH THIRD BANK
WORKING HARD TO BE THE ONLY BANK
YOU'LL EVER NEED.

RULES AND REGULATIONS, APPLICABLE TO ALL
FIFTH THIRD ACCOUNTS AND CARDS

APPLICABLE TO ALL ACCOUNTS

Definitions:

a. "Account Owner" is a natural person or legal entity in whose name the account is maintained on the Bank's records. A person who is designated by an account owner to act on that account owner's behalf is not an account owner, but has the authority of the account owner. The account owner will be bound by the acts of that representative. The word "Customer" means the same thing as "account owner." Account owners that are legal entities, including but not limited to corporations, limited liability companies, partnerships, estates and trusts, are not natural persons, and can only act through designated representatives. In such cases, it is the legal entity that is the account owner.

b. "Bank" shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns, with whom Customer has an account (as defined in UOC Article 9) or card.

c. "Bank Affiliate" shall mean any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns.

d. "Card" shall mean one or more plastic credit or debit cards or any other access device issued by Bank or Bank Affiliate for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, line of credit account, or any credit or debit program at Bank or Bank Affiliate.

e. "Obligation(s)" shall mean all loans, advances, indebtedness and each and every other obligation or liability of Customer owed to each of Bank and/or any Bank Affiliate, however created, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with Bank or owed to others and acquired by Bank by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under any loan document, any and all rate management obligations, letters of credit now or hereafter issued by Bank or any Bank Affiliate for the benefit of or at the request of Customer, all obligations to perform or forbear from performing acts, and agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications and restatements thereof, and all expenses and attorneys' fees incurred by Bank or any Bank Affiliate hereunder or any other document, instrument or agreement related to any of the foregoing.

f. "Rate Management Agreement" means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Customer and Bank or any Bank Affiliate, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

g. "Rate Management Obligations" means any and all obligations of Customer to Bank or any Bank Affiliate, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any Rate Management Agreement.

2. All items for deposit or collection, though provisionally credited, are received or purchased subject to proof and collection, and until the proceeds thereof in money are actually received by Bank or until such items become final under applicable law, such items themselves can be returned and charged back to the account or subject to refund by Customer. The Bank may decline payment drawn on deposits until the deposits are actually paid in money. Bank acts only as Customer's collection agent and shall not be liable for any loss caused by the negligence or failure of its agents, correspondents, or other bank while the item is in their hands or in transit. Customer agrees that Bank can pursue collection of previously dishonored items and waives any time restriction on Bank's election to finally pay or revoke provisional credit for any item. Failure to enforce these rights by the Bank shall not be considered a waiver thereof.

3. In the event the ownership of an account is in dispute for any reason, including but not limited to a lost or destroyed signature card, the Bank reserves the right to institute legal proceedings to determine ownership of the account. Where one or more persons sign such accounts, the account shall be deemed a joint owner with rights of survivorship. As to joint and survivorship accounts, each Customer agrees that all amounts on deposit or hereafter deposited by any of the Joint Customers, and all amounts accumulated thereon shall be owned by them as joint tenants with right of survivorship, not as tenancy by the entireties. All Customers agree to be jointly and severally liable to Bank for any deficit, regardless of which Customer caused such a deficit. Any Joint Customer may stop payment, close the account and withdraw all or a portion of the account balance or may authorize any other person to use the Account of the other Joint Customer for the purpose of making withdrawals or transfers from such Account. Any such use of the Account shall be deemed ratified and approved by each Joint Customer as if the withdrawal or transfer had been made personally by any of the Joint Customers. Each joint owner will be liable for any overdraft of any other joint owner whether or not receiving any benefit from the payment.

Each Joint Customer intends and agrees that the account balance upon his death shall, subject to set off and Bank's security agreement, be the property of the survivor, or if more than one survivor, the survivors shall remain as joint tenants with rights of survivorship between them. A payment to a Customer or the survivor shall be a valid and complete discharge of the Bank from any and all liability. However, upon receipt of notice of death or incompetence of a Customer, Bank may restrict or prohibit further withdrawals until Bank is satisfied that its obligations under law and this Agreement have been met. Payments to the survivor shall be subject to all applicable estate or inheritance laws.

4. Withdrawals or deposits may be made by Depositor in person or by his duly authorized agent; or, in case of death or disability, by his legal representative; and in case of minors, as provided by law.

5. Customer hereby grants to Bank a security interest in Customer's accounts with Bank and any accounts Customer has with any Bank Affiliate to secure the Obligations. Customer agrees that the security interest it has granted to Bank hereunder is consensual and is in addition to Bank's common law right of set off. Customer also grants Bank the right, on Bank's own behalf and on behalf of any Bank Affiliate, to set off against any and all funds in Customer's account to pay any Obligation owed by the Customer. Customer acknowledges that the Obligations that are secured by the Bank's security interest and set off rights granted hereby include all present and future Obligations owed by Customer to any Bank Affiliate. Customer agrees that Bank may act in accordance with instructions received from any such Bank Affiliate regarding disposition of any funds in Customer's accounts without any further consent or action by Customer. Bank may exercise its right of set off and its security interest without recourse to other collateral, if any, and even if such action causes Customer to lose interest, have transactions drawn on its account returned, incur an early withdrawal penalty or any other consequence. If Bank exercises its rights hereunder, Bank will notify Customer to the extent required by applicable law. Bank's right of set off and its security interest may not apply to Customer's account to the extent expressly prohibited by applicable law.

6. The Bank may refuse at any time to accept any deposit and it may, at any time, close the account of any Customer. If an account is closed before interest is credited, you will not receive any accrued interest. An account may be automatically closed if any withdrawal reduces the balance in the account to zero. You agree to pay any fees for the closure of your account in accordance with the fee schedule associated with your account and you are liable for any overdraft amounts. Any checks presented for payment on your account after it is closed will be returned unpaid. The bank will not be liable for any item presented after an account has been closed.

7. Should the Bank be served with any legal process which affects the account, the Bank may without liability suspend payment on any account which it believes to be affected thereby until final determination of such legal proceeding or appropriate resolution of the adverse claim, even though the suspension of payment may have been due to inadvertence, error on account of similarity of names of account owners, or other mistake. Should the Bank be served with garnishment in the name or names of any Joint Customer, each Customer agrees that Bank's remittance of any amounts

constitutes an authorized withdrawal as provided herein. The Bank shall not be liable for any damages to account owner by provision thereof, providing the Bank shall have acted in good faith. Attachments, garnishments, levies and the like shall be subject to fees assessed by the Bank and to Bank's security interest and right of set off. Customer acknowledges and agrees that Bank may collect fees associated with the processing of these orders from Customer's account(s) for a period of up to six months.

8. These Rules and Regulations, as well as fees and charges contained on the Fee Schedule associated with your account(s) may be altered or amended at any time by the Bank and as altered or amended shall be binding on all Customers after having been made available in the offices of the Bank for fifteen (15) days or by such other method as specifically provided by law.

9. Inactive accounts are subject to escheatment to the State Treasury. Please see Fee Schedule associated with your account(s) for details.

10. The Bank specifically reserves the right to require seven (7) days written notice before funds deposited in any type of account may be withdrawn.

11. In case of overdraft or overpayment of any account, whether by error, mistake, inadvertence, or otherwise, the amount of such overdraft shall immediately be paid to the Bank. An overdraft fee may be assessed by the Bank whether Bank pays the item or not. If multiple items are presented to the Bank for payment and there are not sufficient funds to pay all of those items, Bank (not Customer) has the right to decide the order of the items that will be paid and which items will be returned, if any. Bank may select any payment order at any time, which may include paying the largest items first such as your mortgage, rent or car payment.

If the balance in any Customer account plus available credit in a related overdraft protection plan is insufficient, at any time, to pay all items authorized or (including, but not limited to, a check, ACH, ATM, over-the-counter, bill payment or other debit transactions) presented for payment on the account, the Bank may, at its option, pay or return any item regardless of the order of presentation of items, or whether payment creates an overdraft. Customer acknowledges that the amount authorized and the amount presented for payment may be different. Customer agrees to immediately pay to Bank the amount of any overdrafts, plus any fees assessed on the account. Customer agrees and acknowledges that such payment does not constitute an application for credit and that the amount of deficiency, whether from the amount of the overdraft(s) or any fees assessed, in the account is immediately due and payable without further demand.

12. Bank's determination of Customer's account balance will include only collected funds and may be made by a single determination at any time from presentment to the time Bank is required to make the determination to pay or refuse payment on the item.

13. Accounts and Cards are not transferable. Assignments and encumbrances for other than indebtedness owing to the Bank must be consented to by Bank after receipt of written notice from the depositor.

14. The Bank assumes no liability for the payment of postdated checks, unless notice of such a check is given to the Bank which describes the item with reasonable certainty. Such notice, if given orally, will be valid for 14 days and must be given in such manner and with such time as to allow the Bank to act reasonably upon it.

15. Trust Account: When the signature card indicates that the account is a "Trust" account, the Trust shall be the account owner and the Trustee(s) shall be the account signator. The Trustee(s) shall be responsible for all transactions performed on the account. In the case of a Trustee's death or resignation, the Successor Trustee(s) appointed by the Trust or by court order shall become the Trustee(s). Unless the Trust expressly provides otherwise, all Trust accounts shall be revocable by the Grantor thereof during his or her life.

16. Payable on Death Accounts: When the signature card designates the beneficiary to receive the account funds upon the death of the Customer, it supercedes and revokes any previous appointment of any other Beneficiary. Customer may withdraw all or any portion of the account balance during his lifetime and Customer retains the right to revoke the designation of any Beneficiary. Bank has the right to deal with the Customer as if a Beneficiary was not named. The amount on deposit in this account at the death of the Customer shall belong and be paid to the Beneficiary, if the Beneficiary survives the Customer, subject to the provisions of this Agreement, the rules of Bank and applicable laws. Payment to the Beneficiary after the death of the Customer shall be a valid and full release and complete discharge of the Bank from any and all liability and shall be binding upon the heirs, executors, administrators and assigns of Customer. Bank reserves the right to require satisfactory proof of death of the Customer and survival of the Beneficiary.

Custodian Account: When the signature card indicates the account is a "Custodian Account," it is one opened for the purpose of making a gift to a minor under the Uniform Transfer to Minors Act. The account owner shall be the donor and the custodian for the minor named on the face of the signature card. The custodian shall have all the powers and duties provided by law, including power to withdraw, with or without court order. Minor, as used here, is determined by age, according to applicable state law. For the purposes of the Uniform Transfers to Minors Act, the term minor, determined by applicable state law, means under the age of 21 in Florida, under the age of 21 in Illinois, under the age of 21 in Indiana, under the age of 18 in Kentucky, under the age of 18 in Michigan, under the age of 21 in Missouri, under the age of 21 in Ohio, under the age of 21 in Pennsylvania, and under the age of 21 in Tennessee.

17. Subaccounting for Non-interest bearing Checking Accounts. Each checking account will consist of a checking subaccount and a non-interest bearing savings

subaccount. Checks, debits and other items presented for payment will be posted to the checking subaccount. Bank may transfer funds between these subaccounts from time to time as follows. Bank may establish a threshold balance for your checking subaccount by reviewing the master account historic activity to determine the amount not routinely needed to pay debits ("threshold balance"). If the balance in your checking subaccount during any calendar month exceeds this threshold balance, Bank may transfer the excess funds to the savings subaccount. Bank may also sweep the entire balance of your checking subaccount into the savings subaccount during the weekend when no items will post to your account.

If the balance in your checking subaccount falls below the threshold balance during any calendar month, we will transfer funds to your checking subaccount from your savings subaccount sufficient to restore the checking subaccount to the threshold balance. Bank may not make more than six transfers out of the savings subaccount during any calendar month. If a sixth transfer is necessary, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the calendar month. In that event, at the end of the calendar month, Bank will transfer funds in excess of the threshold balance from the checking subaccount to the savings subaccount. Because the savings subaccount is used for internal purposes only, you cannot access it directly. Bank's transfers of funds into and out of the savings subaccount will be the only transactions on the savings subaccount.

Transfers between subaccounts will not appear on your statement and will not be subject to any fees. The combined balances of both subaccounts will be used to determine the balance of your account for any minimum balance requirement or any other reason that a balance is considered.

18. Subaccounting for interest-bearing checking accounts. Each interest-bearing checking account will consist of a checking subaccount and a non-interest bearing savings subaccount. Checks, debits and other items presented for payment will be posted to the checking subaccount. Bank may transfer funds between these subaccounts from time to time as follows. Bank may establish a threshold balance for your checking subaccount by reviewing the master account historic activity to determine the amount not routinely needed to pay debits ("threshold balance"). If the balance in your checking subaccount during any calendar month exceeds this threshold balance, Bank may transfer the excess funds to the savings subaccount. Bank may also sweep the entire balance of your checking subaccount into the savings subaccount during the weekend when no items will post to your account.

If the balance in your checking subaccount falls below the threshold balance during any calendar month, we will transfer funds to your checking subaccount from your savings subaccount sufficient to restore the checking subaccount to the threshold balance. Bank may not make more than six transfers out of the savings subaccount during any calendar month. If a sixth transfer is necessary, all funds in the savings subaccount will be transferred to the checking subaccount for the remainder of the calendar month. In that event, at the end of the calendar month, Bank will transfer funds in excess of the threshold balance from the checking subaccount to the savings subaccount. Because the savings subaccount is used for internal purposes only, you cannot access it directly. Bank's transfers of funds into and out of the savings subaccount will be the only transactions on the savings subaccount.

Transfers between subaccounts will not appear on your statement and will not be subject to any fees. The combined balances of both subaccounts will be used to determine the balance of your account for any minimum balance requirement or any other reason that a balance is considered. The subaccounts will not affect your use of your interest-bearing checking account, funds availability, or the interest paid on your account. The interest rate that applies to your interest-bearing checking account will apply to both subaccounts.

19. For rules governing dormancy and related charges, please see Fee Schedule associated with your account(s) for details.

20. If a deposited item is returned unpaid, and resubmitted for payment, the Bank reserves the right to charge a representation fee.

21. When a deposited item is returned unpaid and charged back to your account, the Bank reserves the right to charge a returned item fee. If an item is returned as a counterfeit item, altered item, or for any other reason, Customer acknowledges and agrees that they will be liable to the Bank for any loss suffered by Bank, regardless of any confirmation of availability of funds done by Bank.

22. When a deposit item is returned unpaid, Customer may not, in all cases, get return of the original unpaid deposit item, but will get an image or other record of the item that will be sufficient for you to protect your rights against the maker.

23. A fee may be charged for any stop payment order. A stop payment order will be accepted only if both the check serial number and corresponding dollar amount are given at the time of request. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible. Oral stop payment orders must be confirmed in writing or they will be void after fourteen days. Stop payment orders will not be effective until the Bank has recorded the information on your account and has had sufficient time to enforce the order. If Bank recredits the account after payment over a verbal and timely stop payment order, Customer agrees to transfer all rights against payee or other holder of the item to Bank and will assist Bank in legal action taken against such person. Customer agrees that Bank will not be obligated to recredit the account if customer received anything of value for the check. Computer generated checks without MICR line cannot be stopped.

24. The Bank will not be liable for any damages whatsoever if the Bank acted in good faith.

25. Bank is under no obligation to honor a check presented more than six months after date of issuance, but may charge Customer's account for payment made thereafter in good faith.

26. Customer agrees that Bank can disregard any information on an item other than MICR encoded data, amount, signature of drawer and identity of payee.

27. Customer authorizes Bank to honor any items bearing Customer's account number if Customer has disclosed that account number to the payee or any representative, affiliate, or party associated with the payee, whether or not the item is signed by the Customer. Customer further agrees that Bank may presume that authorization was obtained by the issuer of the item. For example, if Customer voluntarily gives information about their account (such as the routing number and account number) to a party who is seeking to sell Customer goods or services, and Customer does not physically deliver a check to the party, any debit to the account initiated by the party to whom you gave the information is deemed authorized.

28. Customer agrees to carefully examine and reconcile account statements and that statements may be mailed or made available to the last known address as carried on the records of Bank or made available to Customer via other means, i.e. Internet banking. Customer agrees that Bank will not be liable if Customer fails to exercise ordinary care in examining their statements. Customer will notify Bank of any discrepancy with any item, including, but not limited to, deposits, withdrawals, and checks, within thirty (30) days of the statement mailing or made available to customer date. Customer will also notify Bank of any forgery or alteration of any item within thirty (30) days of the statement mailing or made available to customer date. If notification is not received, Bank will have no liability for such item(s). Customer also agrees that Bank will have no liability if the item is forged, altered or counterfeited in such a manner that the fraud could not be detected by a reasonable person. Customer assumes all liability for unauthorized signatures produced by a facsimile signature device or stamp.

29. Customer assumes liability for any improper endorsements by payees.

30. In the event that cancelled checks are unavailable in Customer's account statement, Bank will secure microfilm or other reproductions of the checks from the collecting bank upon Customer's request. This occurrence will not extend the time within which Customer must notify Bank of irregularities shown on their account statement.

31. Customer may not, in all cases, get return of their original deposit account documents, including checks (items). Bank may add images of Customer's items to its electronic document storage system. After doing so, Bank may destroy the original items. Any copy from that system will be acceptable for all purposes. Customer may obtain a copy of their deposit account items upon request. Bank reserves the right to charge a reasonable fee for these services.

32. If the Bank incurs any expenses, including administrative costs and reasonable attorney fees, in responding to an attachment, garnishment or other levy that is not otherwise reimbursed, the Bank may charge such expenses to customer account without prior notice to customer. Any garnishment or other levy against customer account is subject to the Bank's right of setoff and security interest.

33. Customer agrees that except where a shorter time is permitted by law, regulation, or agreement, Bank is not required to retain records of any transaction for more than six (6) years [seven (7) years for Michigan residents] and customer releases Bank from any liability therefor on Customer's behalf, as well as Customer's heirs, assigns and personal representatives.

34. Customer agrees Bank may charge a fee to anyone presenting an item for payment from Customer's account if such person does not have an account with Bank. No such fee will be assessed if the item is deposited into an account at Bank and the item is processed through the check collection process.

35. If Bank cannot locate an item in the collection process and Customer suffers a loss, Bank will be liable up to the amount of the item only.

36. LEGAL PROCEEDINGS. If the account becomes involved in any legal proceedings, including but not limited to, proceedings which are challenging the ownership or custody of the account, the use of the account may be restricted. In the event that we are brought into or must initiate any legal proceedings in regard to the account, including but not limited to the collection of overdrafts, you agree to reimburse us, to the extent allowed by law, for any attorneys' fees which we may incur. We may also, at our option, pay the funds to the clerk of an appropriate court, so that the court may decide who owns or controls the money. If we do so, we will ask the court to award our attorneys' fees to us from the account. You agree to waive your right to a trial by jury in any legal proceeding concerning the account and agree that the proper venue for any such legal proceedings shall be the forum where we are located.

37. Bank may, in its sole discretion, limit or refuse to honor a request for a split deposit at any time.

38. Bank may, in its sole discretion, refuse to honor items presented that are payable to a corporation accompanied by a request to cash the item or deposit the item into an individual account.

39. The Bank is not required to provide next day notice of an ACH item credited to a customer's account. Customer will be notified via periodic customer statements.

40. Customer understands and agrees that Bank will not accept a substitute check that was created by a person or entity other than a bank, which has not yet been transferred by a bank, unless otherwise agreed to by Bank under separate written agreement.

FUNDS AVAILABILITY POLICY FOR TRANSACTION ACCOUNTS

Fifth Third Bank is continually working to improve the collection of checks and the availability of funds.

The Expedited Funds Availability Act, passed by Congress in late 1987, has given the Federal Reserve broad powers to increase the speed of check clearings. As a result, Fifth Third Bank is required to notify you of the details of this regulation which affect the availability of funds deposited to your checking account.

For deposits made on Saturday, Sunday or a Federal Holiday, the day of your deposit is the next business day. "Business Day" is defined as Monday through Friday, excluding the Federal Holiday or as otherwise posted in the Banking Center.

The day of deposit will vary at certain affiliate banks. Funds received after certain cut-off times may be credited as of the next business day.

The earliest cut-off times for Fifth Third Bank are: 2:00 PM CST Illinois; 2:00 PM EST Indiana, Lexington, Louisville, Kentucky; 3:00 PM EST Michigan, Central Ohio, Ohio Valley; 4:00 PM EST Northwestern Ohio, Tennessee, Pennsylvania; 5:00 PM EST Florida; 5:30 PM EST Northeastern Ohio; 8:00 PM EST Northern Kentucky. To determine if later cut-off times are available, please contact your bank of deposit.

The "day of deposit" for deposits made at an Automated Teller Machine (ATM) or after 2:00 PM local time is the next business day.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

The types of deposits available on the first business day after the day your deposit is received by a Fifth Third Bank employee are:

- cash,
- -checks drawn on the Fifth Third Bank maintaining your account unless the check is drawn on a banking center not located in the same state or check-processing region as the banking center where the check is deposited,
- -wire transfers, including preauthorized credits, such as social security benefits and payroll deposits.
- -U.S. Treasury checks that are payable to you,
- -Federal Reserve Bank checks that are payable to you,
- -Federal Home Loan Bank checks that are payable to you,
- -postal money orders that are payable to you.

A special deposit slip must be obtained from a Fifth Third Bank customer service representative in order to process the following types of deposits for next day availability, provided the item(s) are payable to you and deposited into your account.

- -state and local government checks
- -cashier's checks
- -certified checks

If you do not make your deposit of the items listed above in person to a Fifth Third Bank employee (for example if you mail the deposit), funds will be available no later than the second business day after the day your deposit is received.

If you present an item to be cashed, Bank may place a hold on a corresponding amount of available funds in your account for the same amount of time the funds would not have been available had the item been deposited into your account.

AVAILABILITY OF OTHER CHECK DEPOSITS

The availability of other check deposits depends on whether the deposit consists of local or nonlocal checks.

This is determined, in most cases, by the routing number on the front of the check. The routing number is located in the bottom left-hand corner of the check. Please see sample:

Prefixes for local routing numbers for the Bank of deposit are listed on the attached Fee Schedule associated with your account(s).

Routing numbers with any other prefixes are considered nonlocal. The availability of funds, in most cases, is as follows:

1. LOCAL CHECKS. The first \$100 from a deposit of local checks will be available on the first business day after your deposit. The remaining funds will be available no later than the second business day after the day of your deposit.

For example, if you deposit a local check for \$700 on Monday, \$100 of the deposit will be available on Tuesday. The remaining \$600 will be available no later than Wednesday. Beginning December 1, 2006, funds from the deposit of local checks will be available on the first business day after the day of your deposit.

2. NONLOCAL CHECKS. The first \$100 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit. The remaining funds will be available no later than the fourth business day after the day of your deposit.

For example, if you deposit a \$700 nonlocal check on Monday, \$100 of the deposit will be available on Tuesday. The remaining \$600 will be available no later than Friday. Beginning December 1, 2006, the first \$100 from a deposit of nonlocal checks will be available on the first business day after the day of your deposit. The remaining funds will be available no later than the third business day after the day of your deposit.

3. In the case of some credit union drafts which are payable through another bank, the determining factor will be the location of the credit union, not the payable through bank whose routing number may appear on the check.

DEPOSITS MADE AT AUTOMATED TELLER MACHINES (ATMs)

Deposits, including deposits made from a transfer between accounts, made before 2:00 PM local time on a regular business day, at any ATM that is a member of the Jeanie network will be treated as deposited that day. Deposits made at and after 2:00 PM local time on a regular business day or on a non-business day at any ATM that is a member of the Jeanie network, will be treated as deposited on the next business day. Deposits made at an ATM that is not a member of the Jeanie network

will be treated as deposited when recorded by your Bank. Any item deposited through an ATM may not, at the discretion of the Bank, be considered a deposit until it is accepted by the Bank. Acceptance will occur when the Bank places the item in the collection process. An unprocessable item, including but not limited to unendorsed items, non-processable items, etc, will not be considered a deposit. In all other respects, ATM deposits will be accorded the availability described herein for the type of items deposited. ATM deposits are limited to \$50,000 for Fifth Third ATMs and \$10,000 for all non-Fifth Third ATMs.

EXTRAORDINARY CIRCUMSTANCES

In some cases, funds that you deposit by check will not be available according to the schedule defined herein. Funds that you deposit from a non-local check may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day after the day of your deposit.

If all the funds from your non-ATM deposit will not be available according to the scenarios described herein, a customer service representative will notify you when your funds will be available at the time you make your deposit. If we decide to take this action after you leave the premises, we will mail you notice of when the funds will be available by the day after we receive your deposit.

If your deposit is not made directly to a bank employee, and if we decide to take this action, we will mail you notice when the funds will be available by the day after we receive your deposit.

If you want to be sure when a particular deposit will be available for withdrawal, you should ask us when the funds will be available. It's important to know that, even though your account may show available funds, the check you deposited may not be authentic or may not have cleared the bank it was drawn on.

Extraordinary circumstances, which may delay the availability of funds deposited for a longer period include, but are not limited to:

- -Reason to believe the check deposited will not be paid.
- -Checks totaling more than \$5,000 that are deposited on the same day.
- -A check is redeposited that has been returned unpaid.
- -The deposit account has been repeatedly overdrawn in the last six months.
- -An emergency, such as failure of communications or computer equipment, occurs.
- -An operational issue has occurred, such as failure of an ATM owning financial institution to timely balance or reconcile the ATM and/or the ATM deposits.

Availability of funds will generally be no later than the ninth business day after the day of your deposit.

THE FOLLOWING APPLIES TO NEW ACCOUNTS DURING THE FIRST 30 DAYS

The first \$5,000 from a deposit of U.S. Treasury checks payable to you will be available on the first business day after the day of your deposit. The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit.

Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, traveler's and state and local government checks will be available on the first business day after the day your deposit is received by the Bank providing all checks are payable to you and you use a special deposit slip. If you do not make this deposit in person to a Bank employee, the first \$5,000 will be available on the second business day after the day your deposit is received by the Bank.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

ENDORSEMENTS

Part of the Expedited Funds Availability Act is to standardize check endorsements. Adherence to this will ultimately reduce your "bad" check losses by hastening the return time on checks.

As a depositor of checks, the regulation limits the location of your endorsement to the top 1.5 inches at the trailing edge of the check. The trailing edge is directly behind where the "Pay to the Order" is printed. This is where most endorsements are usually placed.

Any marks below the 1.5 inches on the back of the check may obscure the bank's information and ultimately result in a delay in returning the check, and could result in the forfeiture of your right to the recovery of those funds.

APPLICABLE TO OVERDRAFT PROTECTION

1. Overdraft Protection from Savings or Checking Account.

Pre-authorized transfer of funds from savings or checking account to cover overdrafts is available to any Bank customer who has a personal checking account and another savings or checking account.

If the checking account balance falls below zero, a transfer will be made from the savings or checking account to cover the exact amount of the overdraft provided that adequate funds are available in the savings or checking account. A transfer fee will be charged and included with each transfer. The number of transfers from savings are limited by law.

2. Overdraft Protection from line of credit account.

If User (as herein after defined) overdraws User's checking account, User agrees that Bank may charge the line of credit, up to the permitted credit limit, for a cash advance for an amount equal to the overdraft amount with a minimum transfer of \$50.00 in order to eliminate such overdraft, together with any applicable service charges and finance charges. (For Toledo customers only-Check-4-Credit is transferred in \$100 increments. For Equity Line accounts minimum transfer is \$100.)

3. Bank may cancel overdraft Protection privileges upon notice from Bank to Customer; upon termination of savings or checking account; or upon termination or exceeding the line of credit account.

CARD AGREEMENT

This Card Agreement states the terms and conditions governing any "Card" issued by Fifth Third Bank ("Bank") under the laws of the United States and the State of Ohio. The initial use, signing, or other acceptance of the Card by the Cardholder ("Customer") or by any other person authorized or otherwise permitted by Customer (the Customer and such persons herein collectively referred to as "User") constitutes acceptance of the following terms and conditions.

1. Customer assumes responsibility for all transactions arising from authorized use of the Card by any User whether such use is with a money dispensing machine, banking terminal, electronic funds transfer device, line of credit or any credit or debit program.

If any Customer has authorized another person to use the Card in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds from the Customer's individual or joint accounts, and such authorization shall be deemed to continue until the Customer has taken all steps necessary to revoke it by preventing such use by that person.

2. Each User agrees to pay Bank for all purchases made, services rendered, and cash advances made by or to any User using the Card. This liability shall be joint and several.

3. The Card may be cancelled by Bank at any time without notice, and will be surrendered upon request of Bank or Bank's agent.

4. Except as may be prohibited by law or regulation, Customer hereby waives as against Bank all claims, defenses, rights and offsets of Customer or User now or hereafter existing against any merchant for merchandise or for services acquired by use of the Card.

5. Bank may, from time to time, limit the type, number and dollar amounts of any checks, drafts, withdrawals, or transfers made by Users by use of the Card, notwithstanding the amount in Customer's accounts and to terminate or suspend the operation of any or all electronic funds transfer devices or merchants, without notice unless required by law or regulation.

6. All transactions arising from the authorized use of the Card shall be subject to and controlled by the terms of all applicable account agreements and other contractual relationships with Bank and all applicable rules and regulations of Bank, as amended from time to time.

7. Bank reserves the right to institute a standard charge or charges for the insurance, reissuance, or use of the Card or for the reinstatement of any Card privileges which have been suspended, as well as an annual fee and per item fee for each transaction and FINANCE CHARGES for credit extended and Customer agrees to pay such charges, fees, and FINANCE CHARGES. User need not accept the card or pay any fee unless customer uses the card.

8. Bank reserves the right to amend and modify this Agreement. Any amendment or modification shall become effective on the date specified therein. Where permitted by law, future changes may apply to existing balances as well as to new balances.

9. Customer may surrender the Card (only by surrendering all Cards issued on the account) and terminate this Agreement. However, this Agreement shall remain in effect for purchases made, services rendered and Cash Advances made by or to any User using the Card.

10. Use of this Card after notice of its revocation is fraudulent and will subject Customer or any User to legal proceedings.

11. All Electronic Banking disclosures set forth by Bank are incorporated herein by reference as though rewritten in this Card Agreement and Customer agrees to all such electronic banking terms and conditions.

12. Customer agrees to promptly notify Bank in the event the Card is lost or stolen, or Customer suspects any other unauthorized use of the Card. IN NO EVENT SHALL CUSTOMER WRITE CUSTOMER'S PASSWORD ON THE CARD OR KEEP ANY WRITTEN RECORD OF IT ON ANY MATERIAL WHICH IS KEPT WITH THE CARD.

13. User shall not use the Card for the purpose of verifying check cashing history, verifying the funds available in account, or for any other purpose which aids the negotiation of a check if User knows that the check will be dishonored when presented for payment.

Customer agrees that if any check, drawn or endorsed by Customer and verified by use of the Card, is purchased by Bank, or is duly endorsed or assigned to Bank by the payee or endorsee thereof, and is thereafter dishonored, Customer will pay the amount of the check to Bank upon demand. If Customer refuses to pay the amount of the check to Bank upon demand, Bank may deduct the amount from any account of Customer with Bank, including charging the line of credit account as a Cash Advance.

4 The following additional conditions apply to credit transactions only:

a) -User will not incur credit in excess of Customer's credit limit as communicated to Customer from time to time.

b) -Customer and User agree to pay Bank for all purchases made, services rendered, and Cash Advances, together with any FINANCE CHARGES and other fees and charges attributable thereto in accordance with the payment schedule set forth in the monthly statement for the account; and User agrees to pay all costs of collection including attorney fees incurred by Bank under this Agreement.

c) -Bank can accept late payments or partial payments, or checks or money orders marked "payment in full" or language to the same effect, without losing any rights under this Agreement.

d) -All obligations shall become immediately due without notice at Bank's option in the event of:

(i) -death, legal incompetency, insolvency, or bankruptcy of Customer;

(ii) -falsity of any information given by Debtor in conjunction with any credit application and/or financial statement;

(iii) -institution of garnishment or attachment proceedings against Customer or User;

(iv) -nonpayment, when the same shall be due, of any payments on this account;

(v) -the breach of any other representation, warranty or term contained herein, including without limitation exceeding the credit limit on the account;

(vi) -an event of default shall occur under any other indebtedness to Bank or any other lender of Customer or User;

(vii) -the reasonable determination by Bank that there has been a materially adverse change in the financial condition of User;

e) -Customer and User acknowledge receipt of the Federal Truth in Lending Finance Charge and Fee Disclosure.

f) -Transfers of cash from the line of credit account for wire transfers, overdraft protection, bill payment and other reasons shall be posted as Cash Advances.

g) -Upon request of Bank, Customer and User agree to provide information on Customer and/or User's financial condition by completing a Personal Financial Statement.

15. International Transaction Fee. Effective for all transactions outside of the United States, or in a foreign currency that post to your account, we will assess a transaction fee equal to 3% of the U.S. Dollar amount of each such Foreign Transaction. This fee will be in addition to any other applicable transaction fees. If a transaction is made in a foreign currency, MasterCard International ("MasterCard") or Visa International ("Visa"), depending on which card is used, will convert the transaction into a U.S. dollar amount. MasterCard and Visa will act in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate calculated in this manner that is in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

16. If Customer uses the Card for Jeanie® or other Bank approved Telephone Banking, Internet Access Product or Point of Sale Service ("Service"), and Bank approves such use of the Card, Customer agrees to the transfer of money in Customer's accounts with Bank or accounts over which Customer has the authority to withdraw or transfer funds to the accounts of designated merchants. Such transfer shall be made upon the instructions of Customer by use of a telephone, or by other means acceptable to Bank. Customer agrees to allow a reasonable period of time (at least five (5) business days) for merchant to receive the payment. Customer agrees that Bank shall not be responsible for any delays caused by mail service or others. In no case shall Bank be liable for any interest or late payment charges assessed by merchant or termination of service caused by a delay in a merchant's receiving the payment.

Customer authorizes the disclosure to merchant of the information relating to Customer's accounts as is reasonably necessary to operate the Service. Customer agrees to notify bank of any change in Customer's address or account with merchant including change of account number. A fee of up to \$1.50 per transaction may be charged by Bank when Customer uses the Card for the services as described above.

17. The laws of the United States and the laws of Ohio govern this Agreement regardless of the Customer or User place of residence. All credit granted under this account is extended from the state of Ohio.

18. All convenience checks presented to Bank for payment shall be charged as a cash advance against the Customer's available line of credit. Bank reserves the right to return any convenience check written against an account which is not in good standing or does not have sufficient credit available. Customer agrees that stop payment orders may not be issued on any convenience check.

19. The following additional terms and conditions apply to Ready Reserve transactions:

If User overdraws User's checking account, User agrees that Bank may charge the credit card account for a cash advance in increments of \$50.00 in order to eliminate such overdraft, together with any applicable service charges and finance charges.

20. The following additional terms and conditions apply to CheckCard transactions:

a) -Use of the CheckCard authorizes Bank to directly debit or credit User's checking account ("account") regardless of whether debit or credit option is selected, for the amount of the transaction shown on the draft, and to handle said debit drafts in the same manner as it handles User's checks on the accounts.

b) -User agrees to pay for CheckCard transaction fees as are in effect for the account. The credit card annual fee will be waived, but Bank reserves the right to impose an annual fee upon notification to the Customer.

c) -If the use of the CheckCard by any user overdraws User's account, User agrees that Bank may charge, up to the permitted credit limit, a cash advance for an amount equal to the overdraft amount with a minimum transfer of \$50.00 in order to eliminate such overdrafts, together with any applicable service charges and finance charges.

d) -In consideration of the use of the CheckCard, Customer agrees that any sales drafts or withdrawal vouchers originated by use of the CheckCard shall not be deemed to be items on which stop payment orders may be issued.

e) -This Card Agreement as it relates to use of the CheckCard shall act as a contractual modification of the Uniform Commercial Code of the applicable state(s), to the extent permitted by such code.

f) -If Customer has Ready Reserve privileges or any other Bank line of credit arrangement, the terms and conditions of such Ready Reserve or other arrangement will be controlling with

-respect to overdrafts of Customer's account regardless of whether they result from the use of checks, Ready Reserve drafts, Cash Advances or the CheckCard.

ELECTRONIC BANKING

The following disclosures are made to you in order to explain electronic banking terms and conditions. Electronic banking includes all use of the Jeanie®, Money StationSM, Plus System®, NYCE® Network, Pulse® Network, Star® Systems, Visa®, MasterCard®, Cirrus®, or other access terminals, including point of sale terminals, whether or not the electronic terminal is involved at the time of the transaction, the use of telephone bill payment service, the use of Jeanie or Jeanie Telephone Banking to transfer money, use of Fifth Third Internet Banking to transfer money or pay bills, the deposit of government payments such as Social Security and payroll payments and other deposits to your accounts if these deposits are received by the Bank electronically, the deposit of government payments such as Social Security and payroll payments and other deposits to your account if these deposits are received by the Bank electronically, a one-time electronic fund transfer from your checking account initiated using information from your check, and the withdrawal of money from your account to pay insurance premiums or other bills if these withdrawals are made electronically and have been preauthorized by you in writing.

Any account holder (Customer), whether individually or jointly, may utilize the transfer or payment capabilities of any electronic banking product offered by Bank. Customer agrees to keep confidential all account and personal identification information necessary to utilize any electronic banking product. Customer agrees that any other User of electronic banking services is authorized or permitted by Customer to make transfers from Customer's account upon transmitting the applicable account or personal identification information until Customer has taken all steps necessary to revoke such authorization by preventing such use by any User. Customer assumes responsibility for all transactions arising from use of any electronic banking product by any User whether such use is with an electronic transfer device, touchtone phone, Internet access product or line of credit.

Each customer agrees to pay Bank for all purchases made, services rendered, and cash or funds advanced by or to any User using electronic banking. This liability will be joint and several as to all joint Customers. Except as specifically prohibited by law or regulation, Customer hereby waives as against Bank all claims, defenses, rights and offsets of Customer or User now or hereafter existing against any merchant or other payee for services or merchandise acquired through any electronic banking product. All transactions arising out of use of electronic banking will be controlled by the terms of all applicable account agreements, other contractual relationships with Bank and all Rules and Regulations Applicable to All Fifth Third Accounts and Cards, as amended from time to time. Bank reserves the right to refuse or terminate Customer's permission to use electronic banking at the sole discretion of Bank.

Electronic banking transfers and payments are subject to the limitations contained in the section of these rules entitled Disclosures of Type of Available Transfers and Limits on Transfers. Customer authorizes the disclosure to any merchant or other payee of the information relating to the Customer's accounts as is reasonably necessary to operate the electronic banking service. The laws of the United States and the State of Ohio govern this Agreement regardless of the Customer or User's place of residence and all transfers are agreed to be originated within the State of Ohio. Customer and User hereby consent to service of process, personal jurisdiction and venue in the state and federal courts in Cincinnati, Ohio and Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under these Rules & Regulations Applicable to all Fifth Third Accounts and Cards.

Please understand that not every automatic or preauthorized deposit or withdrawal is done electronically. Many of these transactions are done by the third party mailing to the Bank a check or draft and, therefore, are not covered by the following disclosures. However, all debit card transactions are covered, even if an electronic terminal is not involved at the time of transaction. Also, you have received separate disclosures for your line of credit account.

In these disclosures, several words are used repeatedly. These words are defined as follows:

BANK-As used herein, the term "Bank" shall mean any affiliate of Fifth Third Bancorp; the term "Customer" shall mean the person or persons in whose name the account is carried on the books of the Bank and shall include the masculine, feminine, and neuter genders and the plural as well as the singular wherever the context so permits.

CARD-The term "Card" shall mean one or more plastic credit or debit cards or any other access device issued or approved by the Bank for use in conjunction with a money dispensing machine, banking terminal, electronic funds transfer device, internet access product, line of credit account or any credit or debit program at Bank.

DEPOSIT-Any transfer of money into your account.

JEANIE-Electronic banking delivery systems which allow you to access your accounts using automated tellers, touch-tone phones or other devices by which you make deposits, transfers or withdrawals from your account.

JEANIE TELEPHONE BANKING-allows you to access your account using any touch-tone phone.

WITHDRAWAL-Any transfer of money out of your account in cash or for payment to a third party.

MONEY STATION-Allows you to access any device identified with a Money Station logo.

VISA-Allows you to access any device identified with a Visa logo.

PLUS SYSTEM-Allows you to access any device identified with a Plus System logo.

STAR SYSTEMS-Allows you to access any device identified with the Star Systems logo.

NYCE NETWORK-Allows you to access any device identified with the NYCE Network logo.

PULSE NETWORK-Allows you to access any device identified with the Pulse Network logo.

MASTERCARD-Allows you to access any device identified with a MasterCard logo.

ELECTRONIC TRANSFER-Any electronic banking transaction, including deposits or withdrawals accomplished electronically, as well as all transfers resulting from debit card transactions, even if an electronic terminal is not involved at the time of the transaction.

FIFTH THIRD INTERNET BANKING-Allows you to access your account using any personal computer via the Internet.

CIRRUS-Allows you to access any device identified with the Cirrus System logo.

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SM Service Mark owned by Money Station, Inc.

ATM TRANSACTION CHARGES

Your Fifth Third deposit account, credit card, loan, or line of credit account may be subject to charges when using an ATM that does not display both the Fifth Third logo and the Jeanie® logo. Please see the "Checking Brochure", "Savings Opportunities Brochure", or "Credit Card Disclosures" for details on these charges. Also, 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 funds transfer).

DISCLOSURES OF TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS ACCOUNT ACCESS

You may use your Card issued by the Bank and your password to:

1. withdraw cash from your checking or savings account;
2. receive a cash advance on your line of credit account;
3. make deposits to your checking or savings account;

Note: Money Station ATMs will not accept deposits greater than \$10,000. Bank reserves the right to reject deposits in excess of \$10,000 at any ATM displaying the Jeanie logo.

4. transfer funds between your checking, savings, Visa, MasterCard or line of credit accounts;

5. pay bills directly from your checking account to parties that have been notified and have agreed to accept your payments provided that you make these payments in accordance with the procedures set forth by the Bank.

6. pay for purchases from your checking account at places that have agreed to accept your Card.

Some of these services may not be available at all terminals.

In addition, the Bank will accept preauthorized transfers from your checking account in accordance with procedures set forth by the Bank.

ELECTRONIC CHECK CONVERSION

You may authorize a merchant or payee to make a one-time electronic payment from your checking account using information from your check to 1. pay for purchases or 2. pay bills.

TRANSFER LIMITATIONS

The following limitations apply to electronic transfers:

1. Due to certain state banking laws currently in effect, you may not be able to make deposits at all Jeanie or Money Station locations;

2. The immediate use of deposited funds is restricted by the rules, regulations and agreements governing accounts of the Bank;

3. Cash withdrawals from Jeanie, Money Station, or other ATM terminals may be made only from individual or joint personal accounts and from no other accounts;

4. You are not permitted to make bill payments, transfers or pay for purchases from your savings or BankSafe account using a Jeanie or Money Station terminal, the Fifth Third Online system or Jeanie's Telephone Banking Service, except as provided in Paragraph 5 below.

5. You are limited to six restricted pre-authorized or automatic withdrawals per calendar month. Of these six withdrawals, a limit of three can be made by point of sale transfers, or similar order and payable to third parties. Examples of restricted withdrawals are:

- a) -An automatic transfer from your savings to checking to cover an overdraft.
- b) -A transfer or bill payment from your savings account using Jeanie Telephone Banking or the Fifth Third Internet Banking system.
- c) -Any money management or Billpayer 2000 payment from your savings accounts.
- d) -You may not pay for purchases at a point of sale terminal or otherwise from your savings account.

However, you may make as many payments, including Fifth Third Internet Banking and Bill Payment and BillPayer 2000, as you wish from your savings account to your Fifth Third Installment, mortgage or credit card accounts.

6. For security reasons, there are limits on the amount of cash withdrawals from Bank accounts which may be made from Jeanie, Money Station, or other ATM terminals.

7. There are limits on the amount of cash you may withdraw or transfer immediately after you make a deposit;

8. Once you have placed a stop payment order on a preauthorized transfer, the Bank will not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you;

9. The Cards may be cancelled or revoked or limited in their use at any time by the bank or its agent;

10. No deposits or withdrawals may be made on a dormant account through Jeanie, Money Station, or other ATM terminals;

11. For security reasons, there may be other limits on the number and amount of transactions you can make using the Jeanie system.

ERROR RESOLUTION DISCLOSURE

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, contact the Bank at the address or phone number shown on page 36 and 37 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 sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number.

2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (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 ten (10) days, we may not recredit your account.

If notice of an error involves an electronic fund transfer resulting from a point of sale debit card transaction, the applicable time periods shall be ten (10) business days and ninety (90) calendar days.

For the first thirty (30) days after an account is opened and in which a notice of error is received, the applicable time periods shall

be twenty (20) business days and ninety (90) calendar days. 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.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Fifth Third Bank takes its responsibility to protect the confidentiality of its customers' financial information very seriously. We will disclose information to third parties about your account or the transfers you make only:

1. where it is necessary for completing the transfer; or

2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or

3. in order to comply with government agency or court orders; or

4. if we, in good faith, believe you have given us your written or oral permission; or

5. in the investigation of alleged fraudulent activity concerning your account; or

6. in the prosecution of alleged fraudulent activity concerning your account.

DISCLOSURE OF THE RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

A. ATM Transactions. You will be given the option to get a receipt at the time you transfer to or from your accounts using an Automated Teller Machine or any other access terminal.

B. Preauthorized Credits. If you arrange to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the Banking Center where your account is located or at the phone number listed on the back page under "Error Resolution," to find out whether or not the deposit has been made. The telephone number will be shown on your periodic statement, or use Fifth Third Internet Banking at www.53.com.

C. You will receive a monthly checking account statement unless there has been no activity on your account during the statement period except for Bank-initiated transfers (such as a service charge), in which case you will receive a checking account statement quarterly. You will receive a monthly savings account statement in any month in which an electronic transfer has occurred. If there is no electronic activity or you are not receiving a combined statement, you will receive a savings account statement quarterly. If your checking or savings account is dormant, you will receive a statement only once a year. Line of credit account statements are mailed monthly for any month in which there is account activity or an outstanding balance; otherwise statements will be mailed quarterly. Bank will periodically update your mailing address(es) through changes of address submitted to the U.S.

Post Office. If your address is not updated either automatically or by you, you may not receive all of your statements. Bank will not accept liability related to the failure to receive statements if you do not update your address.

CONSUMERS' LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your card or password 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 the money in your savings or credit account if you have a checking account with the Overdraft Protection feature. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card without permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or password, and we can prove that we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make or which were not authorized by you, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period for a reasonable time.

If you believe your card or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at the address or telephone number found at the end of this booklet. You should also call the telephone number or write to the address listed at the end of this booklet if you believe a transfer has been made using the information from your check without your permission.

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

DISCLOSURE OF BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our account agreement with you (including all rules and regulations governing your account), we will be liable for all losses not to exceed the amount of the transfer. However, there are 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 complete the transfer; or
2. If the transfer would go over your credit limit on your line of credit account; or
3. If the Jeanie, Money Station or other ATM terminal where you are making the withdrawal does not have enough cash; or
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or
5. If the funds in the account are subject to legal process or other encumbrance restricting such transfer; or
6. If the Jeanie, Money Station, Plus or Visa terminal or other access terminals or system is not working properly due to normal maintenance activities or malfunction; or
7. If the Fifth Third Internet Banking system was not working properly due to the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, normal maintenance, unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems; or
8. If there is an allegation of fraudulent activity concerning the account; or
9. If other rules, regulations or agreements of the Bank so provide.

WIRE TRANSFERS

If you wish to use the Bank's wire transfer service, the following terms and conditions shall govern all transactions for acceptance and processing of your payment orders, credits and related requests. Unless otherwise defined below, the terms used in this Agreement shall have the same meaning as set forth in Article 4A of the Uniform Commercial Code of the state in which your account or relationship is maintained.

1. SCOPE

a. Service description. The Bank, subject to its then current security procedures, will execute wire transfers in accordance with requests from Customers whether such requests are written, oral, telephonic, or via an automatic transfer device. Funds must be available in the account specified in the request at the time the request is made. The Bank will not search for funds in accounts other than the one(s) specified in the request.

b. Payment to Bank. Unless otherwise agreed to in writing, Customer must pay Bank the amount of the wire transfer, plus any applicable fees, before Bank will execute Customer's request. Fees applicable to wire transfers are printed in the Fee Schedule section of this brochure, and are subject to change from time to time at the sole discretion of the Bank.

c. Acceptance and execution of request by Bank. Customer's request is considered accepted by Bank when Bank executes it. Customer acknowledges that the Bank

maintains deadlines for accepting wire transfer requests. If Customer's request is received prior to the deadline, it will be executed by Bank that wire transfer business day. A Customer's request received after the deadline may be executed the next wire transfer business day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank. No instructions or other restrictions limiting Bank's acceptance of Customer's request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions which it believes in good faith were made by Customer. Customer is responsible for the accuracy of the initial communication of the payment order, as well as the accuracy of any documentation or callback of the payment order made by the Bank. The Bank is authorized to rely on any payment order believed by the Bank in good faith to have been given by Customer. We may handle payment orders received from Customers in any order selected by the Bank. Unless otherwise instructed by Customer, we may use any means, intermediaries or funds transfer systems (which may have operating rules governing the execution of payment orders) to effect the transfer as Bank, in its sole discretion, shall decide.

d. Rejection of wire transfer. Bank has no responsibility to accept any incoming wire transfer for Customer's benefit. Likewise, Bank has a right to reject Customer's request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient available funds in the account specified in the request. If Bank is unable to execute the wire transfer, or if Bank is unable to verify the authenticity of Customer's request, Bank will notify Customer by phone or mail.

e. Cancellation or amendment of wire transfer. Customer may not be able to cancel or amend a request after it is received by Bank. However, Bank may at its discretion use reasonable efforts to act on Customer's request for cancellation or amendment, provided that the method by which Customer notifies Bank of the request for cancellation or amendment complies with Bank's security procedures. However, Bank shall have no liability if such cancellation or amendment is not effected. Furthermore, Customer agrees to indemnify and hold Bank harmless from any and all liabilities, costs, and expenses Bank may incur in attempting to cancel or amend the wire transfer.

f. Erroneous request. Customer acknowledges and agrees that when Customer provides Bank with a name and account number when requesting a wire transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by Customer. Customer furthermore agrees that its obligation to pay the amount of the wire transfer to Bank is not excused in such circumstances. Likewise, wire transfers received by the Bank for Customer's benefit may be paid by Bank solely on the basis of account number. Customer agrees that Bank shall not be responsible for any delay arising out of Bank's attempt to reconcile inconsistencies between name and account number, or otherwise investigate suspected irregularities.

g. Provisional payment. Any credit Bank gives to Customer for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Customer agrees to refund to Bank the amount of transfer.

h. Account statements. All wire transfers will be reflected on Customer's periodic bank statement. Customer should review each statement or other such Bank notice for any discrepancies in connection with wire transfers. If Customer believes a wire transfer is wrong, or needs more information about a wire transfer, Customer must contact Bank in writing upon discovery of the error or within 30 days after the statement mailing or was made available to customer date. Failure to do so will relieve Bank of any obligation to pay interest on or otherwise compensate Customer for amount of an unauthorized or erroneous wire transfer.

i. Recording and records. Customer authorizes Bank, at Bank's discretion, to record electronically all telephone calls between Bank and any person acting on Customer's behalf, and to keep those recordings as long as Bank considers it necessary. If Bank's records about a request are different than Customer's records, Bank's records will govern. Bank's records include its written records and any tape recordings about wire transfers.

j. International payments. Orders for the transfer of U.S. Dollars shall be paid in U.S. Dollars if transferred to a beneficiary located in the United States. If transferred to a beneficiary located in a foreign country, the beneficiary's bank may elect to pay the beneficiary in foreign currency at that bank's buying rate of exchange for wire transfers. It is Customer's responsibility to advise the beneficiary of this possibility. Bank may send any message relative to this order in explicit language, code or cipher. Foreign currency transfer orders are final when made to Bank. However, pursuant to the request of the originator, and if possible, Bank may cancel or amend any order before the transfer is made. Bank shall incur no liability if it is unable, for any reason, to cancel or amend an order. Refunds of U.S. Dollar orders shall be in the U.S. Dollar amount. Refunds of foreign currency orders shall be in the amount of U.S. Dollars that can be bought for the foreign currency amount at its then current rate of exchange. The originator bears all risk of loss due to the fluctuation in the rate of exchange. No transfer fee shall be refunded.

2. LIMITATION OF LIABILITY AND INDEMNIFICATION

Customer expressly agrees that Bank shall be liable to you only for its negligent performance or non-performance of the services provided pursuant to these terms and that our responsibility shall be limited to the exercise of reasonable and ordinary care. Bank shall not be liable for any errors or delays on the part of any third party, including without limitation, third parties used by Bank in executing a payment order or performing a related act due to any cause other than our failure to exercise reasonable and ordinary care, and no such third party shall be deemed to be our agent. Bank shall not be liable for its refusal to honor any request if, in good

faith, it is unable to satisfy itself that such request is valid, based upon our adherence to procedures. IN NO EVENT SHALL BANK BE LIABLE FOR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, EXCEPT AS MAY BE OTHERWISE PROVIDED BY LAW EVEN IF BANK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Except as may be limited by applicable law, Customer agrees to indemnify Bank and hold it harmless (including the payment of reasonable attorneys' fees) against all liability to third parties arising out of, or in connection with, the terms and conditions of these procedures and the services provided hereunder or otherwise pursuant to Customer's instructions. Bank reserves the right to reverse a wire transfer before credit is given upon request from the originator of the transfer.

ELECTRONIC CHECK REPRESENTMENT

A check may be represented from a person's bank to whom Customer has written a check which Bank has returned to that bank by electronic representation. If Bank receives an Represented Check Entry (RCK), Bank will pay or return the RCK as if the original paper check were being represented to us. The information relating to "Electronic Funds Transfers" in this Rules and Regulations Brochure will not apply to these transactions. The following conditions must be met for an RCK to be charged to Customer's account: 1) the RCK must relate to a paper check drawn on an account that was returned unpaid because of insufficient or uncollected funds; 2) the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit; 3) a stop payment must not have been placed on the paper check after it was returned unpaid but before it was collected electronically; 4) the paper check must have been less than \$2,500; 5) the paper check must have been dated 180 days or less before the date on which the RCK is presented to Bank; 6) the RCK must be for the face amount of the paper check only and may not include any collection fee charged by anyone; 7) the payee of the paper check must have given you notice that, if the paper check is returned by Bank, the paper check could be collected electronically; and 8) the RCK must have been sent to Bank no more than twice after the first time Bank returned the paper check, or no more than once after the second time Bank returned the paper check. Customer may request the original paper check from the payee's bank by requesting so in writing within 60 days of the date in which the RCK was charged to Customer's account.

ELECTRONIC PRESENTMENT OF CHECKS

Under certain circumstances your check information can be converted to electronic information by merchants, banks or others. Electronic information may be used to debit your account electronically. Merchants may use check information such as routing, account and serial numbers to make an electronic presentation against your account and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lock box for processing.

In circumstances, checks you wrote returned for insufficient funds or uncollected funds and represented for payment electronically by the payee's bank are not covered under Regulation E. Electronic representations will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentment by others, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check.

Also, we shall have no liability to you for duplicate payments if a paper check and an electronic re-presentation are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee.

DISCLOSURE OF RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND BANK'S LIABILITY FOR FAILURE TO STOP PAYMENT.

If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how:

Call Customer Service at 1-800-972-3030 or call the Banking Center where your account is located or write to:

Customer Service Department
Fifth Third Bank
Madisonville Operations Center
MD 1MOC3A
Cincinnati, Ohio 45263

in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. The telephone number will be shown on your periodic statement. If you call, we may also require that you put your request in writing and get it to us within fourteen (14) days after your telephone call. We will charge you a fee for each stop payment order you give. Once you have placed a stop payment order on a pre-authorized transfer, the Bank will not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you.

If these regular payments vary in amount, the person whom you are going to pay will tell you ten (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 will fall outside certain limits you set. We suggest that you contact the person you are going to pay directly to discuss this matter.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your

losses or damages. The Bank will honor only the exact information given us; otherwise, the Bank is not responsible.

IMPORTANT INFORMATION REGARDING ELECTRONIC COMMUNICATION

If you have consented to accessing your periodic statement information electronically:

- You understand and agree that Fifth Third Bank will provide all of your periodic statement information, including notices about changes to your account, in electronic form.
- In order to access your periodic statement information electronically, you must operate a browser version that supports Secure Sockets Layer encryption technology, frames, cookies, and JavaScript. The Fifth Third Bank Web site, www.53.com, is optimized for use with 5.x or higher browser versions of Microsoft® Internet Explorer and Netscape® Navigator or Safari™ for Macintosh® and 16-bit color (high color) at 800 x 600 resolution.
- If you would like a paper copy of any periodic statement please complete the online form from the Contact Us page available at www.53.com, call 513-358-5353 or 1-800-972-3030 or contact your Banking Center. We may charge for each periodic statement copy you request.
- You may elect to withdraw consent to receive your periodic statements in electronic form. However, if you have opened an e53 Account, we will convert this account to another account type with similar features. To withdraw consent, please complete the online form from the Contact Us page available at www.53.com, call 1-800-972-3030, or contact your Banking Center.
- Should you consent to accessing your periodic statement information electronically and do not accept the terms via Internet Banking at www.53.com within 60 days from account opening or consent, your account will be converted to another account type with similar features that provides for a mailed statement.
- When selecting a password to access your Fifth Third accounts, please do not use nicknames or birth dates that may be easy to guess, use a combination of letters and numbers, change your password periodically, never share your password with anyone and always log off of the site when you are finished.

IMPORTANT INFORMATION ABOUT SUBSTITUTE CHECKS & YOUR RIGHTS

If you are a consumer customer who receives paid checks with your periodic account statements:

WHAT IS A SUBSTITUTE CHECK?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of the original check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$ 2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Fifth Third Bank, 38 Fountain Square Plaza, Risk Bank Protection Support.Banco; 5001 Kingsley Drive, MD 1MOC23, Cincinnati, Ohio 45263. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- -A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- -An estimate of the amount of your loss;
- -An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- -A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

FREE SERVICES THAT APPLY TO ALL ACCOUNTS

ACCOUNTS Check and Statement Safekeeping
 Direct Deposit
 Free Internet Banking and Bill Payment at www.53.com
 Free Fifth Third Jeanie ATM/POS Transactions
 SPECIAL FEES THAT APPLY TO ALL Consumer

ATM mini statement	\$1.50
BillPayer 2000®	\$0.30 per payment
Certifying a check	\$10.00
Charged off account fee	\$30.00 per account
Copy of current statement	\$5.00 per copy
Copy of a check	\$5.00 per copy
Counter check	\$1.00 per check
Daily overdraft fee	\$6.00+
Dormant account monthly fee	\$5.00

(No deposits or withdrawals in 1 year for checking accounts or 3 years for savings accounts. Fee will be assessed for no deposits or withdrawals for the period set forth in the Rules and Regulations brochure.)

Fax (outgoing)	\$3.00/page
Fee for closing account	
within 180 days of opening	\$25.00
Funds transfer (verbal)	\$5.00
Garnishment,	
attachment or levy	\$80.00
International POS/ATM transaction fee	3.00% of transaction
Money orders	\$5.00
Non Fifth Third Jeanie® ATM transaction	\$1.50 per transaction
Official checks/Cashier's checks	\$5.00
Overdraft	\$33.00 per item
Overdraft protection transfer fee	\$9.00 per transfer
Replacement Jeanie card	\$2.00
Representation of a check	\$3.75
Research-	\$25.00 per hour/ \$5.00 per copy
Returned deposited item	\$10.00 per item
Snapshot statement	\$5.00
Stop payment	\$33.00
Wire transfer (domestic)	
Incoming	\$15.00
Outgoing	\$19.00
Wire transfer (international)	
Incoming	\$15.00
Outgoing	\$40.00

+Charged for each day your account is overdrawn; not charged if negative balance is eliminated within 3 business days after the day of the overdraft occurrence. Does not apply to Electronic Transfer Account (ETA) accounts.
 Please note the minimum initial deposit for all our checking accounts is \$50.00.

INTEREST INFORMATION

As an added bonus with our Fifth Third Platinum One Account, e53 and Club 53 checking account, you will earn interest. Please request a Rate Sheet for the interest rates and annual percentage yields paid on these interest-bearing accounts. At the bank's discretion, the bank may change the interest rate and annual percentage yield at any time on your account. Your interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest on your account will be compounded continuously and credited on your monthly statement date. The bank uses the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the balance in your account each day.

LOCAL ROUTING NUMBERS

-Local routing numbers for deposits made within each Fifth Third Affiliate Bank are as follows:

Fifth Third Bank
 Fifth Third Bank, (Northern Kentucky)
 Fifth Third Bank, (Central Kentucky)
 Fifth Third Bank (Western Ohio)
 Fifth Third Bank (Ohio Valley)
 Fifth Third Bank (Louisville):
 0420, 0421, 0422, 0423, 0442, 2420, 2421, 2422, 2423, 2442, 0515, 0519, 2515, 2519, 0813, 2813, 0830, 2830, 0839, 2839, 0863, 2863, 0740, 2740, 0749, 2749

Fifth Third Bank (Northeastern Ohio)
 Fifth Third Bank (Northwestern Ohio)
 Fifth Third Bank (Central Ohio)
 Fifth Third Bank (Northern Michigan)
 Fifth Third Bank (Western Michigan)
 Fifth Third Bank (Eastern Michigan):
 Fifth Third Bank (Western Pennsylvania):
 0410, 0412, 2410, 2412, 0430, 0432, 0433, 0434, 0440, 0441, 0442, 2430, 2432, 2433, 2434, 0724, 2724, 0720, 2720, 2440, 2441, 2442
 Fifth Third Bank (Central Indiana):
 -Fifth Third Bank (Southern Indiana):
 Fifth Third Bank (St. Louis):
 0420, 0421, 0422, 0423, 0442, 0515, 0519, 0740, 0749, 0813, 0830, 0839, 0863, 2420, 2421, 2422, 2423, 2442, 2515, 2519, 0865, 2810, 2812, 2815, 2819, 2865, 2740, 2749, 2813, 2830, 2839, 2863, 0810, 0812, 0815, 0819
 Fifth Third Bank (South Florida):
 Fifth Third Bank (Tampa Bay):
 Fifth Third Bank (Central Florida):
 0660, 0670, 2660, 2670, 0630, 0631, 0632, 2630, 2631, 2632
 Fifth Third Bank, N.A. (Tennessee):
 -0640, 0641, 0642, 2640, 2641, 2642
 Fifth Third Bank (Chicago):
 -0710, 0711, 0712, 0719,
 2710, 2711, 2712, 2719, 0750, 0759, 2750, 2759

DORMANCY RULES AND FEES

An account becomes dormant after a period of inactivity of 12 months for a checking account and 36 months for a savings account. Inactivity means there has been no deposit into or withdrawal from the account. See the Fee Schedule contained herein for the fees associated with dormant accounts. Bank reserves the right to close an account if there is a zero balance and no activity for a period of time.

ESCHEATED FUNDS RETRIEVAL

In Ohio:
 Phone: (614) 466-4433
 Write: Division of Unclaimed Funds
 77 S. High Street
 Columbus, OH 43266-0545
 In Indiana:
 Phone: (317) 232-6348
 Write: Attorney General's Office
 Unclaimed Property Division
 219 State House
 Indianapolis, IN 46204
 In Kentucky:
 Phone: (502) 564-4722
 Write: Unclaimed Properties
 Treasury Department
 Capitol Annex, Room 195
 Frankfort, KY 40601
 In Florida:
 Phone: (850) 410-9253
 Write: Office of Comptroller
 Abandoned Property Section
 Capitol Building
 Tallahassee, FL 32399-0350
 In Michigan:
 Phone: (517) 335-4327
 Write: Michigan Department of Treasury
 Unclaimed Property Division
 Lansing, MI 48922
 In Illinois:
 Phone: (217) 782-6692
 Write: Illinois State Treasurer's Office
 Unclaimed Property Division
 P.O. Box 19496
 Springfield, IL 62794-9496
 In Tennessee:
 Phone: (615) 741-6499
 Write: Tennessee Treasury
 Unclaimed Property Division
 10th Floor, Andrew Jackson State Office Building
 Nashville, TN 37243-0242
 In West Virginia:
 Phone: (800) 642-8687
 Fax: (304) 558-4835
 Write: Office of the State Treasurer
 One Players Club Drive
 Charleston, WV 25311

In Missouri:
Phone: (573) 751-0840
Write: State Treasurer's Office
Unclaimed Property Section
P.O. Box 1004
Jefferson City, MO 65102

In Pennsylvania:
Phone: (800) 379-3999
Write: State Treasurer
Unclaimed Property Division
P.O. Box 1837
Harrisburg, PA 17105-1837

FIFTH THIRD PRIVACY POLICY FOR CONSUMER INFORMATION

PROTECTING YOUR PRIVACY

At Fifth Third, we understand how important it is to our customers that private customer information is kept confidential. We are committed to protecting and managing your information and would like to take this opportunity to describe how Fifth Third gathers, retains, and protects the security of your information. You can also help us in safeguarding your accounts and your identity, please see the section "Protect Your Accounts-Be An Informed Customer" for how to get more information.

YOUR PRIVACY OPTIONS

You have choices as to how we contact you for marketing purposes as well as how we use your credit and personal financial information among Fifth Third companies.

If you are comfortable with the methods in which we use your information currently, there is no need to indicate your preference. We recognize, however, that you may wish to limit the ways in which we use your information for marketing, and we offer the following opt-out choices:

- You may request that we not call you.
- You may ask that we not send you information by mail.
- You may direct us to not contact you by email.

You may also tell us not to share your credit and personal financial information with other Fifth Third companies. (CA, ND and VT Residents: Accounts with mailing addresses in these states will be treated as though they had selected this choice. We will not disclose information about you or your accounts outside our corporate group of companies without your express authorization other than as required or permitted by law.)

HOW TO CHANGE YOUR PRIVACY OPTIONS

1. Write to us at Fifth Third, Customer Service, Privacy Administration, Post Office Box 4444, Cincinnati, Ohio 45263-4444. Requests must include your name, address, telephone number and Social Security Number (or tax payer identification number). Incomplete information will delay or possibly prevent our ability to honor your request.
2. Call a Fifth Third Customer Service Professional at 1-800-889-5269.
3. Visit any Fifth Third Banking Center.

If you have a joint account, a request by one owner will apply to the joint account. The opt-out designation, if elected, applies to your current portfolio of accounts. Our system will be updated to reflect your privacy preferences within 30 days following receipt of the request with complete information. You can verify the update by calling the Customer Service number listed above or visiting any Fifth Third Banking Center.

If you have already shared with us your privacy preferences under this policy, it is not necessary to contact us again. We will continue to honor the preferences you have made.

GATHERING AND MAINTAINING YOUR INFORMATION

In order to assist you with your financial needs and provide you with more efficient service, it is necessary to collect and maintain certain types of customer information. We may gather and retain nonpublic personal information about you from the following sources:

- Applications or other forms that you provide to us that include information (such as your name, address, Social Security Number, tax identification number, assets, income and investment objectives).
- Financial account activity and transactions (such as your payment history, account balances and usage).
- Reporting agencies (such as your credit worthiness and credit history).
- Information from website visits (such as Cookies, or other usage information).

MAINTAINING ACCURATE INFORMATION

Maintaining complete and accurate information on our customers is important. Fifth Third has established procedures, in accordance with reasonable industry standards, to ensure information is current, accurate, and complete. If you become aware that we may have any inaccurate information, please help us correct it by contacting a Customer Service Professional at 1-800-972-3030 or by visiting your local Fifth Third Banking Center.

SECURITY PRACTICES TO PROTECT YOUR INFORMATION

Your information is used strictly for business purposes. Fifth Third employees are trained to respect your privacy concerns and to safeguard your personal information. Furthermore, as technology advances, Fifth Third is continuously modifying its physical, electronic, and procedural safeguards to ensure compliance with federal and state standards and to protect your nonpublic personal information.

ONLINE PRIVACY

Fifth Third is committed to protecting customers and guests who visit our website at www.53.com. Accordingly, our website uses a variety of advanced Internet security technology, including the encryption of information that is transmitted while accessing account information over the Internet or submitting online applications by using Secure Sockets Layer (SSL) Technology. Fifth Third also uses digital certification, a unique identifier to substantiate Fifth Third's identity to your

FIFTH THIRD'S COMMITMENT TO THE ADA

Fifth Third Bancorp realizes that not all people have the same needs and is making every effort to meet the needs of our employees and customers.

Fifth Third has reassessed its business practices with the Americans With Disabilities Act guidelines in mind. A comprehensive plan of action has been developed with an emphasis in the areas of employment, facilities and services. Fifth Third is committed to its employees and customers and will continually review its business practices to ensure these needs are being met whenever possible.

ERROR RESOLUTION—ELECTRONIC TRANSACTIONS AND TO REPORT LOST/STOLEN CARDS OR PASSWORD, UNAUTHORIZED TRANSFERS

Fifth Third Bank

- Fifth Third Bank (Western Ohio)
- Fifth Third Bank (Central Ohio)
- Fifth Third Bank (Northeastern Ohio)
- Fifth Third Bank (Northwestern Ohio)
- Fifth Third Bank (Ohio Valley)
- Fifth Third Bank (Western Pennsylvania)
- Fifth Third Bank (Western Michigan)
- Fifth Third Bank (Eastern Michigan)
- Fifth Third Bank (Northern Michigan)
- Fifth Third Bank (Chicago)
- Fifth Third Bank (Central Indiana)
- Fifth Third Bank (Southern Indiana)
- Fifth Third Bank (St. Louis)
- Fifth Third Bank (Louisville)
- Fifth Third Bank (Central Kentucky)
- Fifth Third Bank (Northern Kentucky)
- Fifth Third Bank (South Florida)
- Fifth Third Bank (Tampa Bay)
- Fifth Third Bank (Central Florida)
- Fifth Third Bank, N.A. (Tennessee)

ERROR RESOLUTION — ELECTRONIC TRANSACTIONS

Phone: (513) 358-5353 or 1-800-972-3030
Write: Jeanie@ Customer Service Department
Madisonville Operations Center
MD 1MCC3A
Cincinnati, OH 45263

TO REPORT LOST/STOLEN CARD/PASSWORD

Phone: (513) 358-5353 or 1-800-972-3030
Write: Bank Protection Department
Madisonville Operations Center
MD 1MCC3A
Cincinnati, OH 45263

browser. Additionally, authentication is required when using online services to validate your identity using your Social Security Number or card number along with the password you have selected. We may collect data from your online visits, such as Cookies, to display information more effectively to you and to allow customization of your website experience. This data is encrypted for our use only and protected from third party access.

PROTECT YOUR ACCOUNTS— HELPING YOU BE AN INFORMED CUSTOMER

We also want to provide you with information about identity theft, fraud, and online threats. Our website at www.53.com has educational materials on topics such as email scams, Internet auction fraud, counterfeit check overpayments, "phishing/spoofing", and malicious software. In addition, our website includes proactive steps that you can take to protect yourself, as well as instructions on what to do if you become a victim of identity theft or fraud.

MANAGING FINANCIAL INFORMATION

Outside of Fifth Third

Fifth Third does not disclose nonpublic personal information about our customers or former customers to non-affiliated third parties, except as permitted by law for routine business reasons that include, but are not limited to the following:

- -Providing information to assist us in processing your applications or managing your accounts (such as automatic mortgage loan payments from your checking account).
- -Protecting the integrity and security of your records including prevention of fraud and unauthorized transactions (such as credit card companies).
- -Reporting to consumer reporting agencies.
- -Complying with federal, state, or local laws, rules and other applicable legal requirements (such as a subpoena, garnishment or court order).
- -Marketing of bank products or services by companies with which we have joint marketing agreements (account numbers are not shared under such agreements).

In instances in which customer information is shared, we require that third parties treat and maintain the privacy of your customer information with the same degree of diligence and careful attention as is required by Fifth Third.

Within Fifth Third

In order to best serve our customers, it may be necessary for certain types of information to be accessible across Fifth Third companies. Having information available to our banks and their trust divisions, mortgage company, brokerage company, and other related companies enables us to provide you with quality assistance and convenience for a variety of products and services. The type of information that may be shared includes, but is not limited to:

- -Application Information (such as your name and address)
- -Employment History (such as income or credit references)
- -Account Balances
- -Payment History (such as timeliness of payments)
- -Credit Card Activity

CUSTOMER IDENTIFICATION PROGRAM

In accordance with the USA PATRIOT Act, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or entity opening an account. This includes all personal and commercial accounts, including loan and deposit accounts, as well as trust, brokerage, insurance, and investment management accounts.

What This Means To Our Customers:

When you open an account, you will be asked for your name, address, social security or tax identification number, date of birth (if applicable), and other information that will allow Fifth Third to identify you. You will also be asked to furnish your driver's license or other identifying documents. We are required to follow this procedure each time an account is opened, even if you are a current customer of Fifth Third.

IMPORTANT INFORMATION ABOUT CREDIT REPORTING

We may report information about your accounts to credit bureaus. Late payments, or defaults on your account may be reflected in your credit report.

THE FIFTH THIRD COMPANIES COVERED BY THIS POLICY

Fifth Third Bank, an Ohio Banking Corporation
Fifth Third Bank, a Michigan Banking Corporation
Fifth Third Bank, N.A.
The Fifth Third Leasing Company
Fifth Third Mortgage Company
Fifth Third Mortgage, MI, LLC
The Fifth Third Auto Leasing Trust
Fifth Third Real Estate Capital Markets, Inc.
Fifth Third Holdings, LLC
Fifth Third Insurance Agency, Inc.
Home Equity of America, Inc.
Fifth Third Asset Management, Inc.
Fifth Third Securities, Inc. Member NASD/SIPC

Fifth Third Securities is a wholly owned subsidiary of Fifth Third Bank. Investments offered through Fifth Third Securities, Inc., member NASD/SIPC, are:
Not FDIC Insured Offer No Bank Guarantee May Lose Value
Are Not Insured By Any Federal Government Agency Not A Deposit
Insurance products made available through Fifth Third Insurance Agency, Inc.
Equal Housing Lender www.53.com Member FDIC

[WWW.53.COM](http://www.53.com)

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Member FDIC
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