

FIRST CENTRAL SAVINGS BANK
CONSUMER LENDING
SUPREMEPLUS LOC AGREEMENT

Name of Borrower(s): _____

Checking Account with SupremePLUS overdraft protection: _____

Maximum Line of Credit: \$ _____

DEFINITIONS. In this agreement, the terms “we,” “us,” “our” and similar terms refer to First Central Savings Bank. The terms “you,” “your” and similar terms refer to the borrower or borrowers listed above. When we use the term “loan balance” we mean the principal of all loans made under this agreement which you have not repaid. The term “checking account” means the checking, NOW or money market account you have with us, account number _____.

If any term in this agreement violates any law or for some other reason is not enforceable, that term will be dropped from and will not be a part of this agreement. The other terms in this agreement will remain effective, however. This agreement is subject to the laws of the state of New York.

LOANS. If the balance in your checking account is not enough to pay any check drawn on your checking account, we will lend you money to pay the check. In addition, if there is a negative balance in your checking account for any other reason, such as when a check you deposit is returned unpaid or there is an unpaid fee on the checking account, then we will lend you money to cover the negative balance. The amount of the loan will be the exact amount necessary to bring your checking account balance to zero. We will treat the loans that we make to you, taken together, as a loan account which is separate from your checking account. You will receive separate bills and statements for the loan account and your checking account. If you have outstanding loans and you make a deposit into your checking account, the deposit will not reduce your loans.

HOW THE LOAN IS ADVANCED. We will make loans under this plan by depositing the amount in your checking account and using it to pay the checks written against your account and cover any other negative balance on your checking account. We are not required to make any loan which would cause your loan balance to be greater than your maximum Line of Credit shown above. We may, at our option, make such a loan without obligating ourselves to do so in the future. If we do so, the additional loan will be governed by all the terms of this agreement.

HOW FINANCE CHARGES (INTEREST) ARE COMPUTED. Finance charges begin to accrue immediately when we make a loan to you. There will be twelve billing cycles each year, each of which will be approximately 30 days in length. We figure the interest portion of the finance charge on your loan account by applying the daily periodic rate to the daily balance of your loan account (including current transactions but not including unpaid interest that you owe) for each day included in the billing cycle. To get the daily balance for each day, we take the beginning principal balance of your loan account as of that day, we add any new loan advances, and subtract any payments or credits applied as of such day. Each daily balance is then multiplied by the applicable daily periodic rate. This gives us the interest on you loan account for that day. The total interest for the billing cycle is the sum of the interest charges for all days in the billing cycle.

The initial daily period rate of **FINANCE CHARGE** on the date of this agreement is _____% which corresponds to an **ANNUAL PERCENTAGE RATE** of _____%. The annual percentage rate includes interest and not other costs. The daily periodic rate of finance charge, and the corresponding annual percentage rate, may change if there is a change in the “prime rate,” which is the prime rate as published in the eastern edition of the Wall Street Journal. The daily periodic rate for each calendar month will be equal to the most recently published prime rate on the last day of the prior month plus nine percentage points (9.00%), divided by 365. However, the rate of interest on your loans will never be more than the maximum rate allowed by law.

HOW YOU REPAY YOUR LOANS. You agree to repay all loans we make to you under this agreement. At the end of each billing cycle, we will send you a statement of your loan account showing all transactions on your loan account and the calculation of finance charges owed on your loan account. You must make a minimum payment equal to the greater of 3% of the outstanding principal balance of your loans at the end of the billing cycle, plus all finance charge (interest) for that billing cycle, or \$25, but never more than the total amount that you owe. The payment will be due on the tenth calendar day of the next calendar month after the billing cycle ends. You must also pay all late charges and other fees that you owe to us under this agreement and any amounts past due. A deposit into your checking account will not be treated as a loan payment. There is no period during which you may repay your loan without incurring a finance charge.

ADDITIONAL REPAYMENT TERMS.

You can pay off all or part of your loans at any time.

The amounts you pay will be applied first to any finance charges that are due, then to principal, and finally to any charges you owe other than principal and finance charges, such as late charges.

DEFAULT. You will be in default:

- if you do not make any payment when it is due;
- if you fail to keep any promise you make in this agreement or in any other agreement that you have with us, even though the promise has nothing to do with this agreement; or
- if it would be a violation of a law or regulation for us to make any further loans to you.

If you are in default, we have the right to demand that you pay immediately in full all amounts that you owe under this agreement and we also have the right to refuse to make any additional loans to you under this agreement. In addition, if a petition for relief under the United States Bankruptcy Code is filed by or against you, we have the right to stop immediately making any additional loans to you under this agreement;

SET-OFF. You agree that we may set-off any amount you owe us under this agreement against any right you have to receive money from us. Your right to receive money from us includes, for example, any balance in any deposit account you have with us. Our right of set-off does not apply to any IRA or other tax deferred retirement account or to any deposit account into which you have deposited social security or supplemental security income payments by way of direct deposit and may not apply to other accounts when the set-off is prohibited by state or federal law. We do not have to send you an advance notice or demand before we use our right of set-off, but we must mail you notice of and the reasons for the set-off on the business day we exercise our right.

We will not be liable to you or to anyone else if any check is not paid because we set-off your debt against any of your accounts. You agree to hold us harmless from any claims arising as a result of our exercise of our right of set-off.

Collateral securing other loans with us may also secure your promises under this agreement, except for real estate collateral and collateral which is the principal dwelling of one or both of you.

CHANGING THE TERMS OF THIS AGREEMENT. We may change any term in this agreement. We will send you notice of any change within the time period that the law requires. A change in the interest rate due to a change in the prime rate is not a change in this agreement. We will send the notice to your address as shown on our records for the checking account.

CANCELLATION OF THIS AGREEMENT. This agreement can be cancelled by you or by us at any time, upon giving notice. However, you must still pay all you owe under this agreement, with interest through the date of payment in full, even if it is cancelled.

ADDITIONAL CHARGES. You must continue to pay all the fees and charges that apply to the checking/NOW/money market account that is part of this overdraft plan, such as the bounced check charge that you must pay if you write a check on your checking account that we must return unpaid. If you give us a check to pay your monthly payment and the check bounces, you must pay us our standard bounced check charge as shown on our fee schedule. You must also pay all other standard fees as shown on our fee schedule, as it may change from time to time, to the extent allowed by law. We will give you a copy of our current fee schedule along with this agreement.

LATE CHARGE. You must pay us a late charge if you do not make any payment you owe us within 10 days after the payment is due. The late charge is equal to 5% of the amount you do not pay when due.

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LAWSUITS AND ATTORNEY'S FEES. If you do not pay any amount that you owe us and we demand immediate payment in full, then we will have the right to commence a lawsuit in any appropriate court to collect the amount that you owe us. We have the right to serve a summons and complaint on you in the lawsuit by mailing it to you at your address as shown on our records by certified mail, return receipt requested, and that will be good service for all purposes. You agree to pay all costs that we incur, including reasonable attorney's fees, in legal proceedings to collect or enforce any amount you owe us under this agreement. These proceedings include, for example, a lawsuit to collect the loan or a bankruptcy proceeding involving you.

MORE THAN ONE BORROWER. If more than one person signs this agreement as a borrower, then the words you, your and similar terms will apply to each of them. Each of the borrowers will be fully responsible for all of the promises in this agreement, including the promise to repay all loans to us, even though one or more of the loans may have resulted from a check written by the other borrower.

WHAT LAW APPLIES. This Agreement will be governed by and interpreted under New York Law.

NOTICES. You must send all notices to us at our address as shown on the monthly billing statement that you receive. All notices we send to you must be sent to your address as shown on our records, unless you give us notice of a different address. Unless another method is specified above, all notices may be sent by regular mail, certified mail, or by recognized overnight express service such as federal express. Notices to us are not effective until we have had a reasonable time, which shall be not less than one full business day after we receive the notice, to act on it.

BILLING ERROR RIGHTS. Please read the statement of your right to dispute billing errors at the end of this agreement.

SIGNATURES. By signing below, you agree to the terms of this agreement. You also state that you have received a complete copy of this agreement on today's date.

applicant's signature

date

co-applicant's signature

date

Consumer Lending Department

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