

SHARE DRAFT AGREEMENT

with Overdraft Transfer Clause

I/We hereby authorize Baltimore County Employees Federal Credit Union to establish a Share account for me/us to be known as a "Share Draft Account". The Credit Union is authorized to pay share drafts signed by me (or by any of us, if this agreement is signed by more than one person). And to charge the payments against the Share Draft Account.

It is further agreed that:

1. Only share draft blanks and other methods approved by the Credit Union may be used to withdraw funds from this Share Draft Account.
2. The Credit Union is under no obligation to pay a share draft which exceeds the balance in the Share Draft Account. The Credit Union may, however, pay such a share draft and charge the amount of the resulting overdraft, plus a service charge (in accordance with the rate schedules adopted by the Credit Union from which the person(s) who signed the share draft is (are) entitled to withdraw shares; unless that charge would cause any share account to exceed a total of three transfers in the same month by telephone or pre-authorized agreement, order or instruction, in which case the share draft would not be paid.


The Credit Union offers checking account holders the option of selecting a Preferred Credit Line as a form of overdraft protection. Under this plan, if a member writes a share draft resulting in their share draft account being overdrawn, the member may receive an advance. The Credit Union credits the advance to the share draft account to help avoid a non-sufficient funds fee and the advance amount becomes part of their Preferred Credit Line loan repayment obligation.

Effective September 1, 2004, share drafts may also be paid by the Credit Union under the Courtesy Pay program.

Effective July 1, 2010, ATM and everyday debit card transactions may also be paid by the Credit Union under the Courtesy Pay program.

3. The Credit Union shall not be liable for any action it takes regarding the payments or non-payment of a share draft.

4. Any objection to any item shown on a statement of the Share Draft Account must be made in writing to the Credit Union on or before the sixtieth (60th) day following the date the statement is mailed.
5. All checks and non-cash items received for deposit to the Share Draft Account will be credited subject to final payment.
6. The Share Draft Account shall be subject to service charges in accordance with current rate & fee schedule adopted by the Credit Union.
7. The use of the Share Draft Account is subject to such terms, conditions and requirements as the Credit Union may establish periodically.
8. If signed by more than one person, the joint owners of this account hereby agree with each other and with the Credit Union that any and all sums deposited in the Share Draft Account shall be owned by them jointly with the right of survivorship; and be subject to the withdrawal or receipt of any of them; and payment to any of them or the survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment; and shall be jointly and severally liable for all indebtedness and liabilities resulting from any transactions or use of the Share Draft Account.
9. Share Draft Account shall not be pledged as collateral or security for any purpose.
10. The Credit Union shall have the right to terminate this agreement without notice and without consent if more than five drafts are returned because of insufficient funds within any 90 day period, or if the Share Draft Account be maintained in a manner not in accordance with normal financial practices.
11. The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owner(s), except by written notice to the Credit Union which shall not affect transactions theretofore made.

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12. Service Interruptions can occur anytime your share account is considered in default, if you cause a loss to the Credit Union, your account balance is in the negative or if you have a past due obligation with the Credit Union. Interruptions may include the loss of checking account privileges, suspension and or revocation of Debit and ATM card usage as well as blocking and or revoking of Courtesy Pay where applicable.
 13. You will be in default if you cause a loss to the Credit Union or if any overdraft has not been cleared within 45 days from origination. (Overdrafts greater than 45 days may cause your account to be closed.) If we refer your account to an attorney and or collection agency for collection you will be responsible for all collection costs and reasonable attorney's fee.
 14. Unless contrary direction is given in this account agreement upon the death of a party (parties), the funds in the multiple party account shall belong to the surviving party or parties} Joint owner(s) (named herein), balance at death of any party payable to the survivors(s). Any Joint owner has the present right to draw upon the funds in this account. If more than one joint owner is designated herein, the Credit Union will issue, upon the death of a joint owner, one check payable to all joint owners who are then living.