



**FIRST
ENTERTAINMENT
CREDIT UNION**

**TERM SAVINGS (CERTIFICATE) ACCOUNT
AGREEMENT AND DISCLOSURE**

Effective: October 2010

Retain This Important Document for Your Records

In this Term Savings (Certificate) Account Agreement and Disclosure, the words "Owner(s)" or "You" mean the owner in the case of an Individual Account and mean the Joint Owner(s) (both as individuals and as a group) in the case of a Joint Account. The Owner of an IRA Account may only be an individual.

You agree that this Account shall be governed by the terms and conditions set forth in this Term Savings (Certificate) Account Agreement and Disclosure, the Term Savings (Certificate) Account Receipt, the Term Savings (Certificate) Account Application or Individual Retirement Account (IRA) Term Savings (Certificate) Account Application and the applicable IRA Custodial Account Agreement and Disclosure Statement, as well as the applicable provisions of the Credit Union's Account Agreement and Truth-in-Savings Disclosure, which are incorporated herein by this reference and receipt of which is acknowledged. This Account is subject to applicable fees and charges as set forth in the Schedule of Fees and Charges, which is incorporated by this reference and receipt of which is acknowledged.

**PART I
PAYMENT OF DIVIDENDS**

1. Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance of the Account each day.
2. The dividend period is monthly beginning on the date the Account is opened and ending on the stated Maturity Date, unless renewed. Dividends will be compounded monthly and will be credited each month and at maturity. Dividends begin to accrue on the business day of deposit of cash and non-cash items (e.g., checks). Paid dividends will be added to principal, unless you elect another disposition on the Term Savings (Certificate) Account Application. If the Account is closed before dividends are credited, accrued dividends will not be paid.
3. The Annual Percentage Yield and Dividend Rate set forth in the Certificate Receipt assumes that dividends are to remain on deposit until maturity. An early withdrawal of principal and/or dividends will reduce earnings. Dividends added to principal may be withdrawn without Credit Union penalty.
4. The Dividend Rate is a fixed rate throughout the term of the Certificate.

**PART II
MINIMUM BALANCE, MATURITY DATE
AND EARLY WITHDRAWALS**

1. The Minimum deposit required to open the Account is \$1,000. The minimum daily balance required to earn the Annual Percentage Yield is \$1,000. After the account is opened, additional deposits to the Account are not permitted until the Maturity Date.
2. Except as set forth herein, a substantial penalty as set forth below is required for an early withdrawal of any principal prior to the maturity date, as follows:
 - a) Early withdrawal made during the first ninety (90) days after opening or renewal of the Account: The penalty shall be the dividends earned on the withdrawn amount.
 - b) Early withdrawal made more than ninety (90) days after the opening or renewal of the Account: The penalty shall be all dividends earned for the first ninety (90) days on the amount withdrawn.
3. Early withdrawal penalties shall not apply for:
 - a) Withdrawals of paid dividends.
 - b) Withdrawals made subsequent to the death or complete physical disability of any owner.
 - c) Withdrawals from Accounts which are part of a pension plan which qualifies or qualified for specific tax treatment under Sections 401, 408, 408A or 530 of the Internal Revenue Code and withdrawal is made to effect a lawful distribution of the funds provided.
 - d) Withdrawals made as a result of the failure of this Credit Union to pay any scheduled dividend on this Term Savings (Certificate) Account.
4. In accordance with the Federal Reserve Board Regulations, the Credit Union may charge an early withdrawal penalty of seven (7) days dividends on amounts withdrawn within the first six (6) days after deposit or renewal.
5. Certain Federal and State penalties and taxes may apply to both principal and dividends withdrawn from an IRA. These are set forth in applicable Federal and State laws and regulations which are incorporated by this reference.

**PART III
RENEWAL POLICIES**

1. If you have elected on your Term Savings (Certificate) Account Application to have this Account renew automatically, this Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term. If automatically renewed, all funds in the Account as of the renewal date are considered to be principal.
2. For automatically renewing Accounts, there is a grace period of seven (7) business days after the Maturity Date to withdraw funds in the Account without being charged an early withdrawal penalty.
3. If automatically renewed, the Account will be renewed for a term equal to that of the initial term (if available) and at the Dividend Rate and Annual Percentage

Yield in effect at that time for the renewal term. You may call (888) 800-3328 on the Maturity Date to obtain these rates.

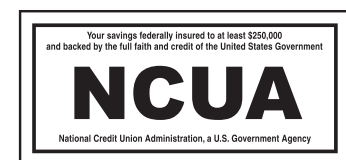
4. If you have elected on your Term Savings (Certificate) Account Application not to have the Account automatically renewed, upon maturity, the balance will be transferred to another share account or mailed to you by check, whichever you have selected.

**PART IV
ADDITIONAL TERMS AND CONDITIONS
APPLICABLE TO CERTIFICATE ACCOUNTS**

1. Certificates may be purchased for any amount above the minimum deposit.
2. You cannot deposit additional funds to the Account once it is established. However, you may add additional funds to the Certificate at renewal.
3. The Account is not negotiable and is nontransferable (except as defined in 12 CFR 204). No transfer of voting rights or other membership privileges is permitted by virtue of a transfer of funds.
4. The type of ownership selected on the Term Savings (Certificate) Account Application for non-IRA Accounts may make the Account subject to the Multiple Party Accounts Law.

If this Account is issued in two or more names, the joint owners agree with each other and with the Credit Union that all sums now paid in or heretofore or hereafter paid in by any or all of them, including all dividends, are and shall be owned by said owners jointly and equally regardless of their net contributions with right of survivorship and shall be subject to withdrawal or receipt by any of them or their survivor or survivors. It is agreed that any such payment shall be valid and shall discharge the Credit Union from any liability. The Credit Union is not obligated to inquire as to the source of funds received for deposit from a joint account owner or to inquire as to the proposed use of any sums withdrawn from the Account.

5. Except for an IRA, the owner(s) may pledge any or all of the principal on deposit in this Account (provided that the Minimum Term is a least 6 months) as collateral security to any loan(s) subject to the Credit Union's then current loan policies. Further, a pledge of shares by any owner shall be binding on all owners.



**Federally Insured by NCUA
up to at least \$250,000**