

Rate & Fees Disclosure – Personal VISA

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| Annual Percentage Rate for Purchases & Cash Advances | Classic: 13.92% Gold: 12.48% |
| Other APR's | Cash Advance APR: Classic: 13.92% Gold: 12.48% |
| Grace Period for Repayment of Balances for Purchases | 25 Days on Average |
| Method of Computing the Balance for Purchases | Average Daily Balance (including new purchases) |
| Annual Fees | None |
| Minimum Finance Charge | None |
| Late Payment Fee | None |
| Over-the-Credit-Limit Fee | None |
| Return Payment Fee | None |
| International Transaction Fee | A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. |
| Transaction Fee for Purchases | None |
| Transaction Fee for Cash Advances | None |

The information about costs of the card described in this application is accurate as of April 2006. The information may have changed after that date. To find out what may have changed, write us at:

Southside Bank
1201 S. Beckham Ave. • P.O. Box 1079 • Tyler, TX 75710-1079

NOTICE: See accompanying statement for important information regarding your right to dispute billing errors

**SOUTHSIDE BANK CARDHOLDER AGREEMENT
FOR VISA® CLASSIC**

The person(s) (“Cardholder,” whether one or more) who signed and returned the Application for a Visa or MasterCard, or both, (“Card”) whether Visa, MasterCard, or both) has requested Southside Bank (“Issuer”) to extend to Cardholder open-end credit. By Cardholder’s use of the Card, furnished by issuer in reliance in part upon the information supplied by Cardholder in the Application, Cardholder agrees with Issuer as follows:

1. Cardholder has accepted the revolving tri-party account (“Account”) made available to Cardholder by issuer and authorizes Issuer to pay for Cardholder’s account items reflecting credit loans (“Cash Advances”) obtained through use of the Card. Credit Purchases may be purchased or leased by means of such Card by Cardholder from any retail business establishment who honors same (“Seller”) upon execution of a sales slip evidencing such Credit Purchase and bearing the account number of Cardholder embossed on the face of such Card or, in the case of telephone orders and mail orders, pursuant to the ten current operating rules and regulations of Visa or MasterCard. Additionally, Cash Advances may be obtained through use of such Card (a) upon execution of a written request of Cardholder in the form furnished to him from any financial institution that is a member, along or in association with others, of Visa, Inc. or MasterCard International, Inc. and (b) upon execution of a written separate agreement with issuer for a Visa or MasterCard overdraft financial agreement if offered by Issuer. All Credit Purchases and Cash Advances are affected at the option of the Seller and cash advancing bank, respectively, and Issuer shall not be responsible for refusal by any Seller or cash advancing bank to honor the Card or any “Related Card”, as defined in paragraph 2 below. Any refund, adjustment, or credit allowed by Seller shall not be by cash but rather by a credit advice to issuer, which shall be shown as credit on Cardholder’s account statement with Issuer.

2. Cardholder promises to pay Issuer at the address specified on the periodic statement (see paragraph 5 below) for all such credit extended, together with any FINANCE CHARGE as herein provided, all such payments to be in lawful money of the United States of America. Cardholder will pay in their equivalent in U.S. dollars all charges in a foreign currency, which equivalence will be determined by reference to the amount in U.S. dollars the Issuer shall have paid in good faith to the person presenting the item to Issuer. Cardholder shall be liable and agrees to pay Issuer for Credit Purchases made by, or for Cash Advances extended to, Cardholder or anyone else using such Card unless the use of such Card is by a person other than the Cardholder (a) who does not have actual, implied, or apparent authority for such use and (b) from which Cardholder receives no benefit. Additionally, Cardholder shall be jointly and severally liable and agrees to pay for all Credit Purchases and loans obtained throughout the use of any other Card bearing Cardholder’s account number that has been issued to another person by reason of such person being a member of Cardholder’s family, or otherwise issued upon Cardholder’s request (all such Cards bearing the same Visa and/or MasterCard account number hereinafter collectively called “Related Card”).

3. Issuer will inform Cardholder from time to time of the maximum amount of debt (“Credit Limit”) that may be outstanding in the Account at any time, which Credit limit is made a part of this Agreement by reference. Cardholder agrees not to use or permit the use of the Card in any manner that would cause the outstanding balance in the Account ever to exceed the Credit Limit. If the outstanding balance in the Account ever exceeds the Credit Limit, Cardholder shall pay such excess to Issuer immediately upon notice from Issuer.

4. Cardholder agrees to promptly notify issuer of any change in address by writing Issuer at the address shown below.

5. As of the end of each monthly billing cycle, Cardholder will be furnished a periodic statement showing, among other things, (i) the amount owed (“Previous Balance”) at the beginning of the billing cycle, (ii) the amount of all Cash Advances, Credit Purchases and FINANCE CHARGE posted to the Account during the billing cycle, (iii) the amount of all payments and credits posted to the Account during the billing cycle, and (iv) the total amount due (“New Balance”) at the end of the billing cycle which amount is the sum of (i) and (ii) less (iii).

6. Cardholder agrees to pay to issuer, within 25 days (“Payment Due Date”) from the “Closing Date” shown on the periodic statement, the sum of (i) either (a) the entire New Balance or (b) at Cardholder’s option, and amount which shall be at least 3.4% of the New Balance or \$15.00, whichever is greater, and (ii) any amount that is past due and any amount that is in excess of the Credit Limit. If the New Balance is less than \$15.00, it shall be paid in full. If Cardholder has given Issuer a proper notification of a billing error, as the term is defined in the Truth-in-Lending Act and Regulation Z promulgated by the Board of Governors of the Federal Reserve System, the minimum payment will not include any amount attributable to the items covered by such notification until Issuer shall have complied with the Act and the Regulation.

7. If Cardholder obtains Cash Advances or elects to pay for Credit Purchases in installments in the manner provided in paragraph 6 (1) (b), each periodic statement will include, and Cardholder agrees to pay, a FINANCE CHARGE calculated at a Periodic Rate, subject to the limitation provided below, not to exceed the “quarterly ceiling” from time to time in effect as computed pursuant to Section 303.008 of the Texas Finance code, as limited by Section 303.009 of the Texas Finance code. The Periodic Rate is calculated by dividing the ANNUAL PERCENTAGE RATE by 12. The ANNUAL PERCENTAGE RATE is a variable rate and is subject to adjustment on the first day of January, April, July, and October while this Agreement is in effect. If the ANNUAL PERCENTAGE RATE is adjusted as permitted by law and this Agreement, it will remain the same for at least three full billing cycles. The ANNUAL PERCENTAGE RATE will change only if the “quarterly ceiling” changes. For example, if the “quarterly ceiling” applicable to an October through December quarter is higher than the

“quarter ceiling” applicable to the preceding July through September quarter, the ANNUAL PERCENTAGE RATE applicable to the Account for the three billing cycles beginning in October and ending in January will be equal to the higher “quarterly ceiling” in effect on the first day of the billing cycle which starts in October. Issuer may, in the exercise of its sole discretion, place in effect an ANNUAL PERCENTAGE RATE which is lower, but not higher, than the “quarterly ceiling”. If the computation of the “quarterly ceiling” is more than 21% per annum, the ANNUAL PERCENTAGE RATE will not exceed 21%. Any increase in the ANNUAL PERCENTAGE RATE applicable to the Account will take the form of higher payment amounts.

8. The FINANCE CHARGE on Cash Advances is calculated in accordance with Method A shown in paragraph 9. The FINANCE CHARGE on Credit Purchases is calculated in accordance with Method G, also shown in paragraph 9.

9. Method A-A FINANCE CHARGE will be imposed on Cash Advances from the date made or from the first day of the billing cycle in which the Cash Advance is posted to your account, whichever is later, and will continue to accrue until the date of payment. The FINANCE CHARGE for a billing cycle is computed by applying the monthly Periodic Rate to the average daily balance, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance is determined by adding to the Previous Balance (the outstanding balance of your account at the beginning of the billing cycle) any new Cash Advances received and any new Credit Purchases posted to your account, and subtracting any payments as received or credits as posted to your account, but including any unpaid FINANCE CHARGES.

Method G- A FINANCE CHARGE will be imposed on Credit Purchases only if you elect not to pay the entire New Balance shown on your monthly statement for the previous billing cycle within 25 days from the closing date of that statement. If you elect not to pay the entire New Balance shown on your previous monthly statement within that 25-day period, a FINANCE CHARGE will be imposed on the unpaid average daily balance of such Credit Purchases from the previous statement closing date and on new Credit Purchase from the date of posting to your account during the current billing cycle, and will continue to accrue until the closing date of the billing cycle preceding the date on which the entire New Balance is paid in full or until the date of payment if more than 25 days from the closing date. The FINANCE CHARGE for a billing cycle is computed by applying the monthly Period Rate to the average daily balance of Credit Purchases, which is determined by dividing the sum of the daily balances during the billing cycle by the number of days in the cycle. Each daily balance of Credit Purchases is determined by adding to the outstanding unpaid balance of Credit Purchases at the beginning of the billing cycle any new Credit Purchases posted to your account, and subtracting any payments as received and credits as posted to your account, but excluding any unpaid FINANCE CHARGE.

10. The current Periodic Rate used to compute FINANCE CHARGE is 1.16% per month. The corresponding ANNUAL PERCENTAGE RATE is 13.92%. There is NO annual membership fee.

11. All payments received by 8:00 o'clock a.m. during Issuer's normal business day at the address indicated on the periodic statement will be credited to the Account as of the date of receipt of payment. If payment is made at any location other than such address, credit for the payment may be delayed up to 5 days.

12. Issuer may after any notice required by law, without liability to Cardholder and without affecting Cardholder's liability to Issuer for credit previously extended, decline to make further advances for Cardholder's account under this open-end credit arrangement and revoke the Card, which remains the property of Issuer and which Cardholder agrees to surrender to Issuer upon demand and to not transfer to any third party. If the Card is lost or stolen, Cardholder agrees to notify Issuer immediately and to cooperate with Issuer including but not limited to providing Issuer with all facts and information known by or reasonably available to Cardholder regarding such loss or theft.

13. If Cardholder requests Issuer to increase the Credit Limit, Cardholder agrees to furnish promptly to Issuer such additional financial or other information as Issuer may reasonably request.

14. If (a) Cardholder defaults in any payment required to be made on the Account or otherwise violates any provision of this Agreement or (b) Cardholder dies or seeks to obtain any relief as a debtor in any proceeding under any bankruptcy, insolvency, or debtor relief law, Issuer may at its election (i) decline to extend further credit under this Agreement (and Cardholder agrees not to make further Credit Purchases or to obtain further Cash Advances) and (ii) declare all amounts then owed to Issuer by Cardholder immediately due and payable, without prior notice or demand of any kind, which notice and demand are hereby waived by Cardholder.

15. Cardholder agrees to pay all amounts actually incurred by Issuer as court costs and attorney's fees set by a court in connection with the collection of amounts due by Cardholder under the Account.

16. THE VALIDITY, CONSTRUCTION, AND ENFORCEMENT OF THIS AGREEMENT MAKING THE ACCOUNT AVAILABLE AND ALL MATTERS ARISING OUT OF THE ISSUANCE AND USE OF THE CARD SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND TO THE EXTENT APPLICABLE, THE LAWS OF THE UNITED STATES OF AMERICA, INCLUDING THE TRUTH-IN-LENDING ACT AND REGULATION Z OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM.

17. Issuer may amend this Agreement as permitted by applicable law. Without limitation of the preceding sentence, the terms of this Agreement including the rate, or index, formula, or provision of law used to compute the ANNUAL PERCENTAGE RATE is subject to revision as to current and future balances from time to time by notice from Issuer to Cardholder as permitted by law. Notice of any amendment to this Agreement shall be given as provided by applicable state and federal law.

18. Cardholder agrees that Issuer, its agents, or services companies may monitor and /or record any telephone communications with Cardholder.

19. Issuer will not have any responsibility to Cardholder if anyone refuses to honor a card issued on Cardholder's account. Any refund, adjustment or credit allowed by a Seller shall not be by cash, but rather by a credit advice to Issuer, which shall be shown as a credit on Cardholder's account.

20. Cardholder understands that Visa will not allow cards to be used for illegal purposes.

21. International Transaction Fee:

A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for the transactions in a foreign currency will be a rate selected by Visa / MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa / MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

22. If the Card is lost or stolen, Cardholder should notify Issuer immediately by calling 1-866-604-0381 or 1-727-570-4881. The liability of Cardholder for unauthorized use of the Card shall not exceed the lesser of \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use before notification to Issuer. "Unauthorized use" means the use of the Card by a person other than Cardholder, who does not have actual, implied, or apparent authority for such use and from which Cardholder receives no benefit.

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