

Main Bank 946 Fourth Street Eldorado, IL 62930 800.360.8044

www.legence.com

Dear Customers of Old National Bank, Vienna and Shawneetown Branches,

We are pleased to formally announce that Legence Bank, a wholly owned subsidiary of First Eldorado Bancshares, Inc. in Eldorado, Illinois, has received regulatory approval to purchase the Vienna and Shawneetown branches of Old National Bank, effective at the close of business on Friday, February 22, 2013. Your deposit accounts will automatically become accounts at Legence Bank and will then be serviced by Legence Bank. If you have an Old National Bank loan, you will continue to make payments under the same terms as your agreement with Old National Bank. You will receive additional information from Old National about your loan in the near future.

## What This Means to You

Legence Bank brings a long-standing tradition—over 100 years—of personal, local service and convenient financial solutions to our customers. We will continue to communicate any adjustments or added services about your accounts (see Important Information and Dates below). In the meantime, it is business as usual—the location of the branch where you conduct your banking business will remain the same. You also will experience increased banking locations at our other branches in Southern Illinois and in the Evansville, Indiana areas.

## **FDIC Insurance**

Coverage by the Federal Deposit Insurance Corporation will remain in effect for your funds on deposit as per current Federal guidelines. Presently each depositor is insured to at least \$250,000, an amount that may be higher based on multiple account ownership categories. You can determine and verify your FDIC coverage by using the FDIC's helpful online tool: http://www.fdic.gov/deposit/deposits.

If, as a result of the transaction, you will have funds on deposit at Legence Bank in excess of \$250,000, you should pay particular attention to this paragraph. In accordance with Section 8(q) of the Federal Deposit Insurance Act, in a transaction such as this, where the deposits of one financial institution are transferred to another financial institution, separate insurance on the transferred deposits will continue for six months after the date of transfer or, in the case of time deposits, the earliest maturity date after the expiration of the six-month period. In other words, if the transfer of deposits from Old National Bank causes your current deposits at Legence Bank to exceed \$250,000, your excess deposits will be insured by the FDIC for six months from the date the transaction takes effect, or, in the case of time deposits, the earliest maturity date after the six-month period. If necessary, this grace period gives you, the depositor, the opportunity to restructure your accounts. We will be happy to put you in contact with the right staff member to answer any questions (including questions about Certificates of Deposit) and to learn about one of the many options that works best for you.

## **IMPORTANT INFORMATION AND DATES**

## **Checking Accounts**

For now, continue to use your Old National Bank checks.

By **Saturday, February 23, 2013**, you should receive a starter set of duplicate checks. These checks will be imprinted with your name, address and new Legence Bank account number. Upon receipt, please review for accuracy of personal information. Please call Legence Bank at 1-800-360-8044 or contact your local branch if you have not received a starter set of duplicate checks by **Saturday, February 23, 2013**.



Beginning Saturday, February 23, discard your Old National Bank checks and start using your new Legence Bank checks. It will be important for your financial security to shred any old Old National Bank checks and deposit slips. All Old National Bank account numbers and bank routing numbers (the nine-digit code that identifies a financial institution) will change to Legence Bank account numbers and routing numbers, which can be found on your starter pack of 20 Legence Bank checks. As of Tuesday, April 30, 2013, any Old National Bank checks you write will no longer be accepted. Please contact your Legence Bank branch staff to place your first custom order of new checks.

If your account included ODC (Overdraft Courtesy) with Old National Bank, then this service will not carry over when your account is changed to a Legence Bank account. Instead we will be evaluating all accounts for eligibility into Legence Bank's Overdraft Privilege Service. For details about overdraft privilege account options and eligibility, please see pages 14-15 of the enclosed Legence Bank Products and Services information.

For other types of accounts (such as savings) where you do not use checks, you will receive your new account number when you receive your first Legence Bank statement.

Please see the enclosed Quick Guide to Your NEW Legence Bank Account, which provides the names and types of Old National Bank accounts and the name(s) of your new Legence Bank account(s).

## **ATM/Debit Cards**

Beginning **12 midnight, Friday, February 22, 2013** your Old National Bank debit or ATM card will no longer be active for use. Please plan for and make accommodations for this time period—between Friday, February 22 and Saturday, February 23—as your Legence Bank debit card will be available for use on Sunday, February **24, 2013. If you have been issued an Old National Bank ATM/debit card**, you will be receiving a new Legence Bank debit card in the mail. Your personal identification number (PIN) will arrive in a separate mailer shortly thereafter. Your Legence Bank debit card will be available for use on **Sunday, February 24, 2013**.

## **Free Online Banking**

Continue to access your online banking through www.oldnational.com until **5:00 p.m. on Friday, February 22, 2013**. Old National Bank online banking will be unavailable after 5:00 p.m., and any scheduled transactions after that will not process.

Access to your account history for Old National Bank will be available through 5:00 p.m. on Friday, February 22, 2013. Old National Bank's telephone banking service is available through 5:00 p.m. on Friday, February 22, 2013.

Please print and retain a list of your current bill pay vendors as Old National Bank Bill Pay will no longer be available on **Monday, February 18 starting at 12 Noon**.

Also, please download and print your eStatements. They will be available until **5:00 p.m. on Friday**, **February 22, 2013**.

It is important to make plans to sign up for Online Banking, Online Bill Paying and eStatements through Legence Bank's website at www.legence.com on Monday, February 25, 2013.



## Beginning Monday, February 25, we welcome you to:

Sign up for

- Free Online Banking and Bill Paying Services at www.legence.com if you are not currently accessing your account online. Come into the branch and sign up for
- Mobile Banking, a text messaging service
- Telephone Banking, a service that provides current and available balance and the ability to transfer funds

## Pre-authorized (ACH) Deposits or Withdrawals

Beginning **Saturday**, **February 23**, **2013** any existing pre-authorized deposits or withdrawals including payments will need to be changed to your new Legence Bank routing and account number, which will be provided to you on your starter set of duplicate checks. We will also be sending a Notification of Change on your behalf for any transaction we receive with old account information.

## **Your Deposits**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 3:00 p.m. at any of our branches or before 2:00 p.m. at any of our ATMs on a full business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. at any of our branches or after 2:00 p.m. at any of our ATMs on a day we are not open, we will consider that the deposit was made on the next business day we are open.

## **Branch Hours**

The hours for the branches will remain the same, except for the addition of Saturday hours for the Shawneetown Branch, which will be open from 9:00 a.m. - 12 Noon on Saturdays.

## **Answers for Additional Questions**

During a transition such as this, customers frequently have numerous questions. You can find this information and more questions and answers on the Legence Bank website at **www.legence.com**.

Please do not hesitate to contact one of our courteous and caring staff members or stop by one of our locations (we've attached a list of locations and phone numbers). We are always happy to assist you with any questions or concerns you may have. Legence Bank looks forward to serving all of your financial needs in the future.

We welcome you, in advance, to the Legence Bank family of satisfied customers and want you to know that we care about your success.

Sincerely,

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Kevin Beckemeyer President and CEO, Legence Bank



## Locations and Hours

Call, come by or apply online! Call 1-800-360-8044 and ask for a Customer Service Representative. We look forward to hearing from you soon.



Branches	Addresses	Lobby & Drive Through Hours
Main Bank	946 Fourth St. Eldorado, IL 62930 Phone 618-273-2271 Toll Free 1-800-360-8044	M – Th 8:30 a.m. – 4:00 p.m. Friday 8:30 a.m. – 5:00 p.m.
Eldorado Branch	1108 Route 45 Eldorado, IL 62930 Phone 618-273-9307 Toll Free 1-800-360-8044	M – Th 7:30 a.m. – 4:30 p.m. Friday 7:30 a.m. – 6:00 p.m. Saturday 8:00 a.m. – 12:30 p.m.
Equality Branch	142 W. Lane St. Equality, IL 62934 Phone 618-276-4263	M – Th 7:30 a.m. – 3:00 p.m. Friday 7:30 a.m. – 5:00 p.m. Saturday 8:00 a.m. – 12:00 p.m.
Galatia Branch	100 East Main St. Galatia, IL 62935 Phone 618-268-4191	M – Th 8:00 a.m. – 4:00 p.m. Friday 8:00 a.m. – 5:00 p.m. Saturday 8:00 a.m. – 12:00 p.m.
Harrisburg Branch	502 N. Commercial St. Harrisburg, IL 62946 Phone 618-253-5555	M – Th         8:00 a.m. – 4:30 p.m.           Friday         8:00 a.m. – 5:00 p.m.           Drive Through Open until 6:00 p.m. Friday         Saturday           8:00 a.m. – 12:00 p.m.         8:00 a.m. – 12:00 p.m.
Cross Pointe Branch	7325 East Virginia St. Evansville, IN 47715 Phone 812-402-8989 Toll Free 1-866-200-6594	M – Th 8:30 a.m. – 4:30 p.m. Friday 8:30 a.m. – 6:00 p.m. Saturday 9:00 a.m. – 12:00 p.m.
Shawneetown Branch	301 N Lincoln Blvd. W Shawneetown, IL 62984 Phone 618-269-4180	M – Th         9:00 a.m. – 3:00 p.m.           Friday         9:00 a.m. – 5:00 p.m.           Drive Through 8:00 a.m. – 4:00 p.m. M – Th           Drive Through Open until 5:00 p.m. Friday           Saturday         9:00 a.m. – 12:00 p.m.
Vienna Branch	301 Vine St. Vienna, IL 62995 Phone 618-658-3240	M – Th         8:30 a.m. – 3:00 p.m.           Friday         8:30 a.m. – 5:00 p.m.           Drive Through 8:00 a.m. – 4:00 p.m. M – Th           Drive Through Open until 5:00 p.m. Friday           Drive Through 8:00 a.m. – 12:00 p.m. Sat           Saturday         8:30 a.m. – 12:00 p.m.

eBranch

1-800-360-8044 ebranch@legencebank.com

www.legence.com



Please review the enclosed Banking Services Overview for more information.

Friends you can bank on.

# Quick Guide to Your NEW Legence Account

If you have one of the following Old National Bank accounts	Your Legence Bank account will be
Checking	
<ul> <li>ONB Ultimate Checking</li> <li>ONB Advantage Checking</li> <li>Community Partner Checking</li> <li>ONB Essential Checking</li> <li>ONBU Checking</li> <li>New Start Checking</li> </ul>	Back 2 Basics Checking
<ul> <li>Bank at Work Checking</li> <li>Community Hero Checking</li> <li>ONB Interest Checking</li> <li>Classic Club Checking</li> <li>ONB Ultimate Advantage Checking</li> <li>ONB Preferred Checking</li> </ul>	50 First Select
<ul> <li>FREE Business Checking</li> <li>Business Partner Checking</li> <li>Public Funds Basic Checking</li> <li>Public Funds Analysis Checking</li> <li>Commercial Analysis Checking</li> </ul>	Smart Business Checking
<ul> <li>Basic Business Interest Checking</li> <li>Business Partner Interest Checking</li> <li>Public Funds Interest Plus</li> </ul>	Smart Business Interest Checking 2



# Quick Guide to Your NEW Legence Account

If you have one of the following Old National Bank accounts		Your Legence Bank account will be
Savings		
<ul> <li>Basic Savings</li> <li>Bank at Work Savings</li> <li>Basic Savings – Automatic Transfer</li> <li>Savings Plus ATS</li> <li>Kids Start Savings</li> <li>Select Savings</li> <li>Select Savings – Automatic Transfer</li> <li>Business Savings</li> <li>Select Business Savings</li> <li>Select Public Funds Savings</li> </ul>		Passbook Savings
<ul> <li>Christmas Savings Club</li> <li>Vacation Savings Club</li> </ul>		Christmas Savings Club Vacation Savings Club

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# WELCOME!







Banking products and services that help you meet today's challenges and tomorrow's opportunities

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# Banking Services



## Back 2 Basics Checking

Minimum balance to open the account: \$100.00
Rate information: This account does not earn interest
Minimum balance to avoid the imposition of fees: No minimum balance is required
Fees: No maintenance, membership, or per check fees.

- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds.
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

## **50** First Select Checking

### Minimum balance to open the account: \$100.00

**Rate information:** Your interest rate is variable and the annual percentage yield may be changed at any time at our discretion.

**Compounding and crediting frequency:** Interest will be compounded monthly and credited on the last day of your statement cycle. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed:** No minimum balance is required to obtain the disclosed annual percentage yield.

**Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

Minimum balance to avoid the imposition of fees: No minimum balance is required

Fees: No maintenance, membership, or per check fees.

- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

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# Banking Services CHECKING

♦ Kasasa Cash<sup>™</sup> Checking

#### Minimum balance to open the account: \$100.00

**Rate information:** The interest rate for your account is based on your daily account balance if you meet the qualification cycle<sup>\*</sup> Kasasa Cash<sup>™</sup> requirements. The interest rate for your account is based on your average balance if you do not meet the Kasasa Cash<sup>™</sup> requirements. Rates are subject to change at the bank's discretion.

**Compounding and crediting frequency:** Interest will be compounded monthly and credited on the last day of your statement cycle. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

Balance computation method: We use a daily balance method to calculate the interest on your account if you meet the qualification cycle\* Kasasa Cash<sup>™</sup> requirements. This method applies a daily periodic rate to the principal in the account each day. We use an average monthly balance method to calculate the interest on your account if you do not meet the qualification cycle\* Kasasa Cash<sup>™</sup> requirements.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

Minimum balance to avoid the imposition of fees: No minimum balance is required.

Fees: No maintenance, membership, or per check fees.

- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

#### **Eligibility requirements:**

To qualify for Kasasa Cash<sup>™</sup> rates, you must:

- Post and Clear 10 debit card point of sale purchases per "qualification cycle"\*.
- Receive your monthly statement electronically.
- Post and Clear one direct deposit or one auto debit or one online bill pay per qualification cycle\*.
- \* "Qualification cycle" means a period beginning one day prior to the current statement through one day prior to the last business day of the current statement.
- \* ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards with this account.

**ATM Fee Reimbursements:** ATM fees of \$4.00 or less will be reimbursed up to a maximum of \$4.00 per individual transaction, and up to a maximum of \$20.00 in total ATM fee reimbursements per qualification cycle. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after the statement cycle where the reimbursement was applicable.

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# Banking Services



## 🐓 Kasasa Saver

#### Minimum balance to open the account: \$100.00

Rate information: The interest rate for your account is based on your daily account balance if you meet the qualification cycle\* requirements for your companion Kasasa Cash<sup>™</sup> account. The interest rate for your account is based on your average balance if you do not meet the requirements for your companion Kasasa Cash<sup>™</sup> account. Rates are subject to change at the bank's discretion. The Annual Percentage Yield (APY) disclosed on the Kasasa Cash<sup>™</sup> account assumes that interest earned in Kasasa Cash<sup>™</sup> compounds. However, by choosing to have Kasasa Saver linked to Kasasa Cash<sup>™</sup>, you understand that the interest earned in your Kasasa Cash<sup>™</sup> account is automatically transferred into your Kasasa Saver account at the end of the statement cycle and therefore does not remain in your Kasasa Cash<sup>™</sup> account and does not compound. Additionally, you understand that the interest amount earned in the Kasasa Saver account may be less than the interest amount earned in the Kasasa Cash<sup>™</sup> account.

**Compounding and crediting frequency:** Interest will be compounded monthly and credited on the last day of your statement cycle. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

Balance computation method: We use a daily balance method to calculate the interest on your account if you meet the qualifications cycle\* requirements for your companion Kasasa Cash<sup>™</sup> account. This method applies a daily periodic rate to the principal in the account each day. We use an average monthly balance method to calculate the interest on your account if you do not meet the qualification cycle\* requirements for your companion Kasasa Cash<sup>™</sup> account.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

Minimum balance to avoid the imposition of fees: No minimum balance is required

Fees: No maintenance, membership, or per check fees.

- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

**Eligibility requirements:** To qualify for Kasasa Saver rates, you must complete the following for your companion Kasasa Cash<sup>™</sup> account:

- Post and Clear 10 debit card point of sale purchases per "qualification cycle"\*.
- Receive your monthly statement electronically.
- Post and Clear one direct deposit or one auto debit or one online bill pay per qualification cycle\*.
- \* "Qualification cycle" means a period beginning one day prior to the current statement through one day prior to the last business day of the current statement.
- \* ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards with this account.

**Transaction Limitations:** You may make only six (6) pre-authorized or telephone transfers from your account each statement cycle, but only six (6) may be payments by check to third parties. However, you may make unlimited withdrawals or transfers in person, at an automated teller machine, by mail, or by telephone with the check mailed only to the depositor. >>>

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## Passbook Savings

#### Minimum balance to open the account: \$100.00

**Rate information:** Your interest rate is variable and the annual percentage yield may be changed at any time at our discretion.

**Compounding and crediting frequency:** Interest will be compounded quarterly and credited on the last day of the calendar quarter. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed:** No minimum balance is required to obtain the disclosed annual percentage yield.

**Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

**Minimum balance to avoid the imposition of fees:** \$50.00 – A \$1.00 fee will be charged if your account balance, on the last day of the calendar quarter, is less than \$50.00.

#### Fees:

- Activity fee for each subsequent withdrawal after 12 every calendar quarter is \$1.00 per item.
- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

**Transaction Limitations:** You may make only six (6) pre-authorized or telephone transfers from your account each statement cycle, but only six (6) may be payments by check to third parties. However, you may make unlimited withdrawals or transfers in person, at an automated teller machine, by mail, or by telephone with the check mailed only to the depositor.

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Banking Services

SAVINGS

continued



# Banking Services SAVINGS

## Platinum Passbook Savings

#### Minimum balance to open the account: \$100.00

**Rate information:** Your interest rate is variable and the annual percentage yield may be changed at any time at our discretion.

**Compounding and crediting frequency:** Interest will be compounded quarterly and credited on the last day of the calendar quarter. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed:** No minimum balance is required to obtain the disclosed annual percentage yield.

**Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

**Minimum balance to avoid the imposition of fees:** \$50.00 – A \$1.00 fee will be charged if your account balance, on the last day of the calendar quarter, is less than \$50.00.

#### Fees:

- Activity fee for each subsequent withdrawal after 12 every calendar quarter is \$1.00 per item.
- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

**Transaction Limitations:** You may make only six (6) pre-authorized or telephone transfers from your account each statement cycle, but only six (6) may be payments by check to third parties. However, you may make unlimited withdrawals or transfers in person, at an automated teller machine, by mail, or by telephone with the check mailed only to the depositor.

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## Banking Services MONEY MARKET



## 🔶 First Gold Money Market

### Minimum balance to open the account: \$100.00

**Rate information:** Your interest rate is variable and the annual percentage yield may be changed at any time at our discretion.

**Compounding and crediting frequency:** Interest will be compounded monthly and credited on the last day of your statement cycle. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed:** No minimum balance is required to obtain the disclosed annual percentage yield.

**Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

**Minimum balance to avoid the imposition of fees:** \$10,000.00 – An \$8.00 fee will be charged if your average account balance falls below \$10,000.00 during your monthly statement cycle.

#### Fees:

- May be subject to additional fees for Overdrafts or items returned for Non-sufficient Funds
- If you close your account within 6 months of opening, you will be charged a \$50.00 fee.

**Transaction Limitations:** You may make only six (6) pre-authorized or telephone transfers from your account each statement cycle, but only six (6) may be payments by check to third parties. However, you may make unlimited withdrawals or transfers in person, at an automated teller machine, by mail, or by telephone with the check mailed only to the depositor.

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# Certificates of Deposit

CDs have high yields and are insured up to at least \$250,000 by the FDIC. With a set maturity date, they are an excellent way to save for long-term goals. Our CDs combine security and flexibility with higher returns on your money.

#### Features:

Available terms include 30 day, 60 day, 91 day, 182 day, 12 month, 18 month, 24 month, 36 month, 42 month, 48 month and 60 month CDs

A minimum opening deposit of \$1,000 is required for terms 30 days to 12 months and \$500 is required for terms 18 months to 5 years

Interest is fixed for the term, accrues daily and is compounded and credited monthly

Penalties for early withdrawal

Accounts automatically renew at current rates and the previous term if the customer does not respond within the 10-day maturity grace period

## Legence Bank Certificate of Deposit Disclosure

You must make a minimum opening deposit of \$1,000 for terms of 30 days to 12 months and \$500 is required for terms 18 months to 5 years. You must maintain the minimum balance on a daily basis to earn the annual percentage yield disclosed.

If any of the deposit is withdrawn before the maturity date, a penalty as shown below will be imposed.

Term 7–29 days 30 days through 12 months greater than 12 months Early Withdrawal Penalty 7 day's simple interest 1 month's simple interest 3 month's simple interest

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The annual percentage yield assumes the interest will remain on deposit until maturity. A withdrawal will reduce earnings. If you close your account before interest is credited, you will not receive the accrued interest.

The interest rate for your account will be paid until the maturity date of your certificate.

After the account is opened, you may not make deposits into or withdrawals from this account until the maturity date, unless otherwise stated in your initial disclosure.

Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.



# Business Banking Services

## SMART BUSINESS CHECKING

*Smart Business Checking is a great account with no minimum balance requirements and 1,000 free transactions per month.* 

Minimum Balance Requirements: You must deposit \$100.00 to open this account

**Service Charge:** 1,000 free transactions per month. A .25 cents per item fee will be imposed for every item over 1,000.

Rate Information: This account does NOT earn interest.

**Effect of Closing Your Account:** If you close your account within the first 6 months, you will be charged a \$50.00 fee.

**Overdraft Charges:** The charge is imposed for overdrafts created by checks, in person withdrawals, ATM withdrawals, or by other electronic means, as applicable.

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# Business Banking Services CHECKING



## SMART BUSINESS INTEREST CHECKING

Minimum Balance Requirements: You must deposit \$100.00 to open this account

**Service Charge:** 1,000 free transactions per month. A .25 cents per item fee will be imposed for every item over 1,000.

**Rate information:** Your interest rate is variable and the annual percentage yield may be changed at any time at our discretion.

**Compounding and crediting frequency:** Interest will be compounded monthly and credited on the last day of your statement cycle. Interest will be paid on the entire balance in your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to obtain the annual percentage yield disclosed:** No minimum balance is required to obtain the disclosed annual percentage yield.

**Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on non-cash deposits: Interest begins to accrue on the business day you deposit non-cash items.

**Effect of Closing Your Account:** If you close your account within the first 6 months, you will be charged a \$50.00 fee.

**Overdraft Charges:** The charge is imposed for overdrafts created by checks, in person withdrawals, ATM withdrawals, or by other electronic means, as applicable.

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# Overdraft Privilege Account Disclosure

Please note: If your account included ODC (Overdraft Courtesy) with Old National Bank then this service will not carry over when your account is changed to a Legence Bank account. Instead we will be evaluating all accounts for eligibility into Legence Bank's Overdraft Privilege Service.

It is important for you to use your checking account responsibly and to never intentionally overdraw your account. However, we realize that financial shortfalls happen from time to time and we have several options available for you. As a benefit to our customers, we offer these useful services to cover you in the event that you overdraw your checking account.

## **Overdraft Protection Options:**

**Overdraft Privilege** – Overdraft Privilege is a service we add to your checking account, subject to the eligibility criteria as explained below. With Overdraft Privilege we will generally pay your overdraft items up to (\$500.00), however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. You will be charged our normal overdraft or return item fee of \$29.65 for each item that is presented. Both the amount of the overdraft items and all applicable fees, including but not limited to the overdraft fees, are included in this limit. All deposits to overdrawn accounts are applied to the negative balance.

**Eligibility** – No application is required for Overdraft Privilege; eligibility is at the sole discretion of the Bank and is based on you managing your checking account in a responsible manner. Your Overdraft Privilege may be suspended or permanently removed based on the following criteria:

- You do not bring your account to a positive balance within 30 days of becoming overdrawn.
- You have an account that has been opened less than 90 days.
- Your account type is not eligible.
- You are more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You have an outstanding balance on an Overdraft Repayment Plan.
- Your account is being reviewed for fraudulent activity or transactions.
- The primary account owner is less than 18 years old.
- A ChexSystems or any other negative indicator has been reported to us.
- Your account is classified as inactive.
- You have an unresolved prior loss with the Bank.
- We do not have a valid address for you.
- We believe you are not managing your account in a responsible manner which may harm you or us.

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# Overdraft Privilege Account Disclosure

continued

**Transactions Eligible for Overdraft Privilege** – Overdraft Privilege will be available for all checks written, in-person withdrawals, ACH transactions, preauthorized automatic transfers, internet banking, and telephone banking. Overdraft Privilege will not be available for ATM and everyday debit card transactions unless you authorize the bank by completing an ATM/Debit Card Consent Form.

NOTE: If you have consented to Overdraft Privilege for ATM transactions, please verify your balance before initiating an ATM cash withdrawal. All overdrafts will be subject to our \$29.65 overdraft fee for each withdrawal until the account returns to a positive balance.

**Overdraft Privilege Opt Out** – You may never need to take advantage of Overdraft Privilege, but you may find it useful in the event of a temporary shortfall. If you do not want to have Overdraft Privilege, simply contact us and we will provide you an opt out form to remove this benefit from your account. It is important for you to consider that there is no additional cost for Overdraft Privilege and that by opting out you are instructing us to return unpaid all items presented against insufficient funds. If you opt-out, you will still be charged our \$29.65 returned item fee. Customers who receive a Social Security, federal direct deposit, or any other entitlement benefit must opt-out if they do not want the Bank to apply those funds to pay an overdraft.

**Payment Order of Items** – The order in which items are presented may affect the total fees assessed to your account. The first items that we pay are ATM withdrawals, debit card transactions, and any checks cashed by our employees or that you have written to us. We then pay any items that were submitted electronically, such as ACH items, preauthorized automatic transfers, telephone-initiated transfers and any other electronic transfers. Finally, we pay the remaining items based on the order in which they are received by the Bank.

NOTE: Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

Account Agreement – Your account agreement describes the duties, obligations, and rights of depositors, authorized signatories and the Bank with regard to your deposit accounts. That account agreement is incorporated herein for all purposes as if it were set forth verbatim as to matters not directly addressed by this disclosure. Your account agreement and this disclosure shall be construed so as to minimize conflicts between them.

**Waiver** – The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this Overdraft Privilege disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies or privileges.

**Remedy** – You and the Bank agree that the exclusive remedy and forum for all disputes arising out of the Overdraft Privilege or your or Bank's performance there under, except for matters you or Bank take to small claims court, is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law.

Effective Date – All information listed in this disclosure is effective September 25, 2012.

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Privacy Notice

Friends you can bank on.

## What does Legence Bank do with your personal information?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Payment history
  - Transaction history
- Transaction or loss history
- Overdraft history
  - Account transactions

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Legence Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Legence Bank share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

## Questions?

Call toll-free 1-800-360-8044 or go to www.legence.com >>>

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What We Do		
How does Legence Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does Legence Bank collect my personal information?	<ul> <li>We collect your personal information, for example, when you</li> <li>Open an account</li> <li>Use your credit or debit card</li> <li>Pay your bills</li> <li>Make deposits or withdrawals from your account</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>	
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • <i>Legence Bank does not share with our affiliates.</i>	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. • Legence Bank does not share with nonaffiliates so they can market to you	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Legence Bank doesn't jointly market.	

### **Other Important Information**

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For Vermont Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.



**Privacy Notice** 

continued





# Friends You Can Bank On.

## What comes to mind when you hear the word friend?

A trusted confidante, a sounding board for your hopes, plans and dreams, someone to support or even redirect your plans with a helpful solution? Our personal and business customers say that they choose Legence Bank because of the friendly, do-whatever-it-takes attitude. Our staff works hand in hand with you to bring you solutions. We will work hard to carry on that 100-plus year tradition of going out of our way to help make complex banking transactions such as loans simple, and to provide personal care and attention. Legence Bank... Friends You Can Bank On.

## We are loyal, professional financial services partners who strive daily to:

- create and sustain profound banking relationships
- deliver state-of-the-art convenient financial products, services and solutions
- help bring about success to our loyal customers and we strongly believe that we succeed when our customers, employees and communities succeed.

## Questions? We welcome those!

Call	1-800-360-8044
Come by	your local Legence Bank branch (addresses, phone numbers and hours enclosed)

Click www.legence.com

We look forward to serving you the way you prefer to be served!

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