

OVERDRAFT PROTECTION LINE OF CREDIT AGREEMENT

I hereby request an Overdraft Protection Line of Credit at Post Oak Bank, N.A. ("Bank"). It is understood that the Overdraft Protection Line of Credit is a revolving line of credit, which at no time shall exceed the credit limit approved by the Bank and made available to me. When accepted by the Bank, this Agreement shall constitute our entire Overdraft Protection Line of Credit Agreement.

This revolving line of credit may be utilized in the form of loans to me or any of the undersigned evidenced by transfer orders drawn against an Overdraft Protection Line of Credit in favor of my regular checking account. A transfer order may be initiated only by a person who has signed this Agreement and each of the undersigned shall be jointly and severally liable for the payment of said Overdraft Protection Line of Credit and all obligations hereunder.

In an event of an overdraft in my regular checking account, the Bank is authorized to charge the Overdraft Protection Line of Credit for an overdraft in increments of \$100. I understand that Bank shall be under no obligation to make any advance which would result in extending the line of credit beyond the credit limit approved by Bank and made available to me or after termination of the line.

The Overdraft Protection Line of Credit shall be charged with (1) all principal sums loaned hereunder, and (2) FINANCE CHARGE as of each statement date imposed on all credit advances made under the Overdraft Protection Line of Credit imposed from the date of each credit advance based on the "daily balance" method. To get the daily balance, Bank takes the beginning balance of your Overdraft Protection Line of Credit each day, adds any new advances and subtracts any payments or credits and any unpaid FINANCE CHARGES. This gives Bank the "daily balance". Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described above. Then Bank adds together the periodic FINANCE CHARGES for each day in the statement cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate. The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Overdraft Protection Line of Credit are based upon an ANNUAL PERCENTAGE RATE of eighteen percent (18%) on all balances. To obtain the periodic rate, Bank divides the interest rate by the number of days in a year (daily), which results in an Initial Daily Periodic Rate of .04931%. To obtain the ANNUAL PERCENTAGE RATE Bank multiplies the periodic rate by the number of days in a year (daily). Notwithstanding any other provision of this Agreement, Bank will not charge interest on any undisbursed loan proceeds. The 'account statement date' shall be the date each month when the statement period for my regular checking account is closed. On each such date, I promise to pay Bank five percent (5.0%) of the unpaid balance, or Twenty Five (\$25) Dollars, whichever is greater, or the entire outstanding balance if less than Twenty Five (\$25) Dollars. Prepayment of the balance, either in whole or part, may be made at any time without penalty. Bank is authorized to charge my regular checking account with all sums due hereunder without any further action on my part. I acknowledge that you may reduce or otherwise adjust the limit upon the maximum amount of credit available to me hereunder at any time without notice to me. Bank may terminate the continued extension of credit on indebtedness heretofore incurred by me hereunder at any time by forwarding written notice of such termination to my last address of record with Bank. Such termination shall not affect any of the other rights or obligations contained herein. Upon Bank forwarding such written notice of termination, all amounts owing on said account shall immediately become due and payable without demand or notice of such amounts, together with all costs and attorneys' fees incurred with the collection of said indebtedness. If default is made in the payment of the indebtedness hereunder and it is placed in the hands of an attorney for collection or collected through probate or bankruptcy proceedings, I agree to pay all reasonable attorneys' fees and costs assessed by the court.

It is understood and agreed that Bank reserves the right to declare the total loan balance of said Overdraft Protection Line of Credit due and payable one year from the date of this Agreement, and upon each such succeeding anniversary hereof. I agree to furnish Bank with financial statement information promptly upon Bank's request in such detail as Bank may require. I agree Bank may obtain credit reports on me at any time, at Bank's sole option, for any reason, including but not limited to determining whether there has been an adverse change in my financial condition. I authorize Bank to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of my Overdraft Protection Line of Credit. Based upon a material adverse change in my financial condition (such as termination of employment or loss of income), Bank may suspend my Overdraft Protection Line of Credit.

Bank may at its option waive any restriction, limitation or default hereunder without notice. No such waiver shall be deemed to waive any other restriction, limitation or default however, and all of the Bank's rights hereunder are cumulative. I promise to pay all costs, including reasonable attorneys' fees incurred by the enforcement of the obligations hereunder and waive notice of default, demand, notice of intent to accelerate, and notice of acceleration. My rights under this Agreement are not subject to assignment.

ENTIRE BALANCE DUE. Bank can require payment of the entire amount owed without notifying me in advance if:

1. Balance in checking is not sufficient to make automatic monthly payment, or
2. Overdraft Protection Line of Credit is canceled, or
3. Regular Checking Account is closed, or
4. Anything else happens that Bank in good faith determines repayment of indebtedness is endangered.

I hereby grant to Bank a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Bank all rights, title and interest in and to, my accounts with Bank (whether checking, savings, or some other accounts), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Bank, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

BILLING ERROR RIGHTS

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at 2000 West Loop South, Suite 100, Houston, TX 77027. Write us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you questioned, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply an unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we don't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

POST OAK BANK N.A. MEMBER FDIC

