RECEIVED
FEC MAIL CENTER

2008 FEB -7 AM 8:33

January 30, 2009

Dear FEC,

This is to inform you and so indicate my intentions and willingness to meet the requirement to file within 15 days of becoming a candidate for the office of US Congressman.

Name: Joel L. Gill

District and State: 3rd Mississippi

Committee name and address: Gill for Congress PO BOX 338 Pickens, MS 39146

FEC Form 2, Statement of Candidacy is being filled out.

Personal note: I requested these forms and information on what was required to meet all the facets of election law restrictions December 10, 2007. Not receiving your information, I requested a second mailing January 8, 2008. Not receiving your information, I requested a third mailing, January 21, 2008.

I received a packet, copy of postmark enclosed today. I went over the $5000 limit January 18, by $800. It is my desire to be very open and comply in every way with the regulations. I do not know if the packet I received today was from request 1, 2, or 3, but I am doing my best.

I am acting as assistant treasurer as my committee develops and a treasurer is selected.

Trying to comply I remain,

Joel L. Gill Problems? Please contact me at 601-613-1235.

FEC FORM 1

STATEMENT OF ORGANIZATION

999 ESJ

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Office Use Only

12FE4M5

1. NAME OF COMMITTEE (in full) ☐ (Check if name is changed) Example: If typing, type over the lines.

Gill For Congress

ADDRESS (number and street) ~~PO Box 338~~ 476 YA200 ST

All mail to → PO BOX 338

☐ (Check if address is changed)

PICKENS MS 39146-0338

CITY ▲ STATE ▲ ZIP CODE ▲

COMMITTEE'S E-MAIL ADDRESS

joelpickens@aol.com

COMMITTEE'S WEB PAGE ADDRESS (URL)

www.GillForCongress.org

COMMITTEE'S FAX NUMBER

662-468-2927 – call first to facilitate set up.

2. DATE 01 / 30 / 2008

3. FEC IDENTIFICATION NUMBER ▶ C ?

4. IS THIS STATEMENT ☐ NEW (N) OR ☐ AMENDED (A)

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Asst. Type or Print Name of Treasurer Joel Gill

Asst Signature of Treasurer [signature] Date 01 / 30 / 2008

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g.

ANY CHANGE IN INFORMATION SHOULD BE REPORTED WITHIN 10 DAYS.

Office Use Only				

For further information contact:
Federal Election Commission
Toll Free 800-424-9530
Local 202-694-1100

FEC FORM 1
(Revised 02/2003)

FE3AN042

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5. TYPE OF COMMITTEE (Check One)

(a) [X] This committee is a principal campaign committee. (Complete the candidate information below.)

(b) [ ] This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate: JOEL L. GILL

Candidate Party Affiliation: DEM

Office Sought: [X] House [ ] Senate [ ] President

State: MS

District: 3 RD

(c) [ ] This committee supports/opposes only one candidate, and is NOT an authorized committee.

Name of Candidate:

(d) [ ] This committee is a ______ (National, State or subordinate) committee of the ______ (Democratic, Republican, etc.) Party.

(e) [ ] This committee is a separate segregated fund.

(f) [ ] This committee supports/opposes more than one Federal candidate, and is NOT a separate segregated fund or party committee.

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6. **Name of Any Connected Organization or Affiliated Committee**

NONE Known

Mailing Address

CITY ▲ STATE ▲ ZIP CODE ▲

Relationship

Type of Connected Organization:

[ ] Corporation [ ] Corporation w/o Capital Stock [ ] Labor Organization

[ ] Membership Organization [ ] Trade Association [ ] Cooperative

Write or Type Committee Name Gill For Congress

7. **Custodian of Records:** Identify by name, address (phone number -- optional) and position of the person in possession of committee books and records.

Full Name JOEL GILL

Mailing Address PO BOX 338

PICKENS MS 39146-

Title or Position▼ CITY ▲ STATE ▲ ZIP CODE ▲

Asst Treasurer

Telephone number 601-613-1235

8. **Treasurer:** List the name and address (phone number -- optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., assistant treasurer).

Looking for / see above

Full Name of Treasurer

Mailing Address

Title or Position▼ CITY ▲ STATE ▲ ZIP CODE ▲

Telephone number

Full Name of Designated Agent JOEL GILL

Mailing Address PO BOX 338

~~Pocahontas~~

PICKENS MS 39146-

Title or Position▼ CITY ▲ STATE ▲ ZIP CODE ▲

ASST TREASURER

Telephone number 601-613-1235

28039631516

9. **Banks or Other Depositories:** List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.

BANKPLUS

Mailing Address

BOX 10

PICKENS MS 39146-0014

CITY ▲ STATE ▲ ZIP CODE ▲

Name of Bank, Depository, etc.

Mailing Address

CITY ▲ STATE ▲ ZIP CODE ▲

28039631517

Internal Revenue Service
United States Department of the Treasury

EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details **5. EIN Confirmation**

Congratulations! Your EIN has been successfully assigned.

EIN Assigned:

Legal Name: **GILL FOR CONGRESS**

IMPORTANT:

Save and/or print this page and the confirmation letter below for your permanent records. You will NOT be able to return to this page once you exit the application.
This confirmation letter is your official IRS notice and contains important information regarding your EIN.

Your EIN Confirmation Letter

Help with saving and printing your letter

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

Continue >>

Help Topics

- What if I do not have access to a printer at this time?
- Can I access this letter at a later date?

28039631518

BankPlus
It's more than a name. It's a promise.

97 Lexington Street
Pickens, MS 39146
1-800-811-7587

COMMERCIAL DEPOSIT ACCOUNT AGREEMENT

General Agreement. These terms govern the operation of this account unless varied or supplemented in writing. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. The terms "you" and "your" refer to the depositor and the terms "we", "us" and "our" refer to BANKPLUS. "Item" is any check, draft, or order for the payment of money, oral or written, in electronic or other form. "Business Day" is any day we are open for carrying on substantially all of our banking business other than Saturday, Sunday, or Federal Reserve Bank holiday. You understand that the following Agreement governs your account with us, along with any other documents applicable to your account, including but not limited to, our Funds Availability Policy, Privacy Policy, Truth in Savings Disclosure, Schedule of Fees and signature card, each of which are incorporated herein by reference, and you agree to be bound by the terms of this Agreement. You understand that your account is also governed by applicable law.

General Rules. The following rules apply to your account:

Deposits. Deposits may be made in person or by mail at any time. We are not responsible for transactions initiated by mail until we actually receive and record them. All transactions received after our "daily cut-off time" on a Business Day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next banking day. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Funds Availability Policy will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. Deposits may be subject to a service charge.

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct, even if you did not prepare the deposit slip. If we later determine that the amount declared on the deposit slip is incorrect, we may adjust (debit or credit) your account. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we may not adjust your account. We may change our standard adjustment amount from time to time without notice to you.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items, including "on us" items, are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of *Regulation J (12 CFR Part 210)*, as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. You agree to be bound by all other agreements entered into by us for the purpose of clearing, collecting, presenting or returning items.

All items presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1 ½ inches from the left edge of the check, when looking at it from the front. You are also responsible to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed beyond an area located 1 ½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

Unless we agree in writing to the contrary, you agree that you will not deposit a substitute check if a bank has not made the warranties in section 5 of the Check 21 Act with respect to substitute checks (unwarranted substitute check). If you deposit an unwarranted substitute check, you agree to indemnify us against any loss from any source that we incur (including attorneys' fees and other costs) and hold us harmless, as the result of your depositing the unwarranted substitute check. You also agree to indemnify us and hold us harmless as the result of any loss that we incur if we convert the item that you deposit to a substitute check and the image of the original check is not an accurate representation of the original *check because of the design of the check or the color of the ink used to print, complete the terms of or indorse the check.*

If any item you deposit to your account or you cash is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. We can reprocess the item, but you do not require it. We can process a copy, electronic entry, or other evidence of the returned item. You waive presentment, notice of dishonor and protest. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account or receive cash that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees. In addition, we may charge back any deposited item or cashed item at any time before final settlement for whatever reason. We may charge back any item to your account on which there is a claim for breach of warranty even after final settlement of the item. A breach of warranty includes but is not limited to items that you have deposited that contain an alteration, a forged or missing endorsement, or items for which you do not have good title. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited or cashed items or for any damages resulting from any of those actions.

Encoding. If we accept items for deposit from you which you or your agent have encoded with MICR encoding, we may rely upon the accuracy and completeness of such encoding in processing the items for collection or payment. You shall be solely responsible for any encoding errors or defects, including without limitation, amount errors, and shall indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, settlements and expenses (including attorneys' fees) resulting directly or indirectly from such encoding.

Night Depository. If you use any of our night depositories, you do so solely at your own risk. We are not liable for any deposit in the night depository until we issue a written duplicate deposit ticket or other receipt acknowledging the deposit. Any of our employees may open and count the money deposited in any night depository, and that employee's determination of the amount of money will be conclusive. You are solely responsible for any loss incurred from the disappearance, theft, or loss of any envelope, bag, or money before we issue you a written receipt for the deposit.

Subaccounts. If the account is a demand deposit account or a negotiable order of withdrawal (NOW) account, it will be a master account consisting of two subaccounts: a transaction subaccount and a nontransaction subaccount. The two subaccounts and the transactions between them are for the purpose of improving our efficiency and have no effect on your account or your ability to use it. The amount of interest you earn, the fees you incur, and your periodic account statements are not affected. We will maintain information on the two subaccounts for regulatory reporting purposes only. All statements will consolidate the two subaccounts into the master account and show it as a single account. At the beginning of each statement period, we will allocate the balance in the master account between the two subaccounts based on formula we can periodically change. All your items will be posted against the transaction subaccount. If additional funds are needed, we automatically (without charge) transfer available funds from the nontransaction subaccount. If excess funds accumulate in the transaction subaccount, we can transfer them to the nontransaction subaccount. Federal regulations limit preauthorized transfers from the nontransaction to the transaction subaccount to six per monthly statement period. In the sixth transfer in such period, we move the entire balance in the nontransaction subaccount to the transaction subaccount for the remainder of that statement period. The full collected balance in both subaccounts will be available at all times to pay your items.

Right of setoff. We may exercise the right of setoff, that is, the right under certain circumstances, to use funds in your account to pay any debts you owe us now or in the future, either before or after any default. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. We may recover funds you owe us from any of your accounts with us. For accounts with more than one owner, we may treat any name on the account as the sole owner and agent of that account and we may exercise this right to pay individual debts of any owner. *If you are the sole proprietor or general partner of a business, you agree that we have the right of setoff under this paragraph against the funds in any of your personal accounts for the debts of your business. We will not be liable for the dishonor of any check or other item when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.*

Legal Process. We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail or by facsimile transmission at any of our offices. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order relating to your account. We may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to our right of setoff and any security interest we have in the account. If a bankruptcy or similar proceeding is filed by or against any owner, we can place an administrative hold on part or all of the balance while we seek to have the automatic stay lifted.

Authorized Individuals. We are authorized to rely upon any document provided by you to us, which indicates the persons authorized to act on your behalf until the authority from any such person is withdrawn in writing. If you have authorized multiple signers to issue checks, we can limit use of the account until all have signed the signature card. If you terminate the authority of any signer, we are not bound by that termination until we have received the written termination instruction, it is complete in all material respects in order to allow us to act on the termination instruction, and we have had a reasonable opportunity to act on the termination instruction prior to any action by us with respect to the account or any item. You agree that one business day to act upon a termination instruction is a reasonable amount of time. By using any service provided by us, you represent and warrant that the execution, delivery and performance by you of any agreement or *acknowledgement covering such service have been duly authorized by necessary action and do not and will not violate any provision of law or your charter or by-laws, or result in the breach of or constitute a default under any other agreement or* instrument by which you are bound or affected.

In order to induce us to honor any request, direction or instruction regarding your account, or the services provided by us to you, including but not limited to services enumerated in this Agreement, you hereby agree to indemnify and hold us harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) resulting directly or indirectly from our alleged acceptance or execution of any request, direction or instruction, on the part of any individual listed as a person authorized to act on your behalf in any document provided by you to us.

Authority. You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you written acceptance. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored items presented to us before we accepted the authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor items and instruction from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it. If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates. You authorize us to pay such items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these items as required in Section 24 of this agreement, shall constitute authorization by you for us to charge against your account any subsequent item generated by the same third party. If you no longer wish such subsequent items to be charged to your account, we may require you to close that account with us.

Power of Attorney. If you wish to name another person to act as your attorney-in-fact in connection with your account, we must approve the form of appointment. You agree that we may honor transactions initiated by your attorney-in-fact without making a determination as to whether the power of attorney has been revoked.

Disputed Authority. If anyone claims ownership over funds, and we have a good faith doubt about whether to recognize the claim, we can hold some or all of the balance until the claim is resolved. We can interplead some or all of the balance into court or take other action to determine ownership. You will not claim that we wrongfully dishonored items that were presented to us while such a dispute was pending.

Transfers and Assignments. You cannot assign or transfer an interest in your account unless we agree in writing. Your successors and assigns are bound by this agreement. Any actual or purported assignments of the account remains subject to our right of setoff.

Checks and Deposit Slips. You will use only approved checks and deposit slips. You will verify your name, address, telephone, and the numbers in the magnetic ink character recognition line across the bottom and the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the order (and not that if not ordered through us). You will not order checks with the same check serial number on every check. Each check must be sequentially numbered.

You understand that we or another bank may use image technology to archive copies of your checks and deposit tickets. You agree that you will only use checks and deposit slips and, when completing documents, will only use ink that can be *imaged and that will produce a clear image of the check or deposit ticket.*

Paying Checks and Other Items. We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the check or item has been deposited or cashed at another financial institution, whichever is earlier. We may debit your account for a copy of a check that you have issued, provided we have not already paid the original check at the time the copy is presented for payment. The term "copy" of your check includes an item that is an image of the front and back of the original check that does not meet the requirements of a substitute check as that term is defined in the Check 21 Act. We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the check, item or notice and the time we must return the item. We're required to determine your account balance only once during this time period.

We may accept, pay, or charge checks and other items to your account in any order we choose, at our discretion. We may establish different proprieties or categories for checks and other items and process checks and other items according to the priorities we establish. We may change the order that we use to process checks and other items at any time without notice to you.

We use an automated process for paying checks and may or may not examine items and you agree that we have met the standard of care that you expect from us when we pay items. You also agree that we have exercised ordinary care in paying items even if we do not examine items.

Facsimile Signatures. If you choose to use a facsimile signature, you authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature may have been affixed so long as they resemble the facsimile signature specimen in our files. If you choose to use a facsimile signature, *you are responsible, even if you have not presented us with a specimen facsimile* signature, or if the size, color style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and charge your account for it. You agree to compensate us for all losses, claims, damages or expenses, including reasonable attorneys' fees that result from our payment of a withdrawal bearing a facsimile that resembles your facsimile signature.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than $1,000.00."

Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay the check unless you have asked us not to pay the postdated check before its date. To do so, you must give us a postdated order. You may request an order in person, by mail or by telephone. If you give us oral instructions, we may require you to confirm them in writing. We are not liable to you for paying any stale, or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

...e enough available funds in your account to cover a check or other debit, we consider the check or debit a non-sufficient funds item. You do not expect any notice of an overdraft beyond any normal ...n the item, we charge you fee(s). *We may, at our option and in addition to other charges in connection with an overdraft, assess a daily overdraft interest charge on the amount in overdraft at a rate of* ...s a daily uncollected interest charge on the aggregate amount of checks paid on uncollected funds at a rate of 8% per annum. The fee(s) that apply to your account are described in the Schedule of

...if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal. We may, without notice to you, either return any non-sufficient funds item unpaid or pay it and ...*your account to pay an item, you agree to immediately repay us. If there is an overdraft, you agree that to repay the overdraft, we may deduct the amount from your account, including any subsequent* ...the source of the deposits or credits. You also agree to pay all collection costs and reasonable attorneys' fees. If we pay items by overdrawing your account on one or more occasions, we are not obligated ...ficient funds items. We may stop paying your non-sufficient funds items without notifying you. If we overdraw your account and your account is a joint account, each of the joint account holders is liable for ...lance regardless of which joint account holder wrote the check(s) or received the benefit of the proceeds of the check(s). Each joint account holder also agrees to pay all collections costs and reasonable

...us to stop payment on individual checks, or on two or more checks with consecutive numbers, if the item or items haven't already paid. A stop payment order must be given in the manner required by law and ... us a reasonable opportunity to act on it before our stop payment cut-off time. Our stop payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the ... our obligation to stop payment are provided by law. A stop payment order must precisely identify the account number, check number, date, amount of the item, and the payee. The information must also be ...ICR line of the check. You agree that we cannot stop payment on the check if the information on the MICR line is not correct. If confirmed in writing, stop payments are effective for 6 months. You will place a new ...want us to pay the check after the previous stop payment order expires. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You ...ccept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a ...the item has not already been paid or that we have had a reasonable opportunity to act on the request.
...p payment order at any time. If you give us oral instructions to cancel, we may require you to confirm them in writing. We cancel the order automatically when the account on which the check is drawn is closed or ...yment order expires after the stop payment period ends, unless you reissue the stop payment order. If the check is presented for payment after the stop payment order expires or is canceled, we may pay the check.
... If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the cancelled checks will be retained by us and destroyed ...me period or as required by law or your check may be truncated by the depositary or collecting bank. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees and as allowed by law. ... cannot provide you with a copy of a check and you sustain a loss because of our inability to produce a copy, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. ...or any special or consequential loss or damages of any kind.
...nts. You understand that if your account is dormant, you will be charged the fee specified in the Schedule of Fees. You agree that we are relieved of all responsibility if your account balance is escheated in accordance with

...ount. You or We may close your account at any time, with or without cause. We may close it without notice to you if we reasonably believe it will prevent loss to us or you have violated this agreement. You will pay any fees and ...sing the account, as well as any outstanding items. *Our rights and your obligations survive any closing of the account or cancellation of this agreement. You will not claim we wrongfully dishonored items we return unpaid on or after* ...account was closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.
...sfers and Automated Clearing House (ACH) Transactions. *This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state of Mississippi. If you send or receive a wire transfer,* ...e that Fedwire may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire. When you originate a funds transfer in which Fedwire is used, and you identify by name and number the ...*ary financial institution, an intermediary financial institution or beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial* ...tion, person or account other than the one named. You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of funds in the Account. You agree that any notice of such a transfer that we may ...*you shall not impose any duty on us to notify you of any other such transfer.*
...u are a party to an Automated Clearing House (ACH) entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association (NACHA) Operating Rules, Rules of any local ACH, and the rules of any ...her system through which the entry is made.

Provisional Payment. Credit we give you with respect to an ACH credit entry is provisional until we receive the final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and that we may exercise our option to reverse the credit or require that you reimburse us by way of direct payment.

Notice of Receipt. Under the operating rules of the National Automated Clearing House Association (NACHA), which are applicable to ACH transactions involving your account, we are not required to give next day notice of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Statements. We will provide you with a periodic statement showing the account activity. We will send the statement to the address in our records for you, and you are considered to have received the statements upon mailing, whether or not you actually receive them. If you have asked us to hold your statement, you are considered to have received the statement when we make it available for you to pick up. You must examine your statement of account immediately upon receipt of the statement or after it is otherwise made available to you. If you discover (or reasonably should have discovered) any unauthorized payments, alterations, errors, or items that are otherwise not properly payable, you must promptly notify us in writing of the relevant facts. If you fail to examine your statement and notify us, we will not be responsible for any loss suffered by you. The loss could be not only with respect to items on the statement but also includes other items forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first made available to you. If an item was altered or drawn without authorization, and it was done so cleverly that a reasonable person could not detect it, and we were not negligent in any way, you will not hold us responsible for the loss.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, items that are not otherwise properly payable, or errors in your account within sixty (60) days of when we make the statement available, you cannot *assert a claim against us on any item(s) in or described on that statement, and the loss will be entirely yours. This sixty (60) day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to* that contained in the first paragraph of this section. If you do not receive a statement from us, it is your responsibility to advise us that you did not receive a statement. If you do not receive a statement from us because you have failed to claim it *or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements after you supply us with a proper address.*

You shall not institute any legal proceeding or action against us for any claim which you may have regarding any such errors, discrepancies or irregularities, including, but not limited to those listed above unless a) you have given the written *notice described above, and b) such legal proceeding or action has been commenced within one year after the date when such Statement or advice was mailed or made available to you.*

Notice. We can send you communication at the last address you gave us in writing. You will send us communication at our address in this agreement. The postmark or postage meter date, except where this agreement requires that something be "actually received," determines when communication occurred. *Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the* last address supplied to us in writing. You will notify us immediately of any change in your name, address, telephone number, or taxpayer identification number.

Account Type and Payment of Interest. The account type is noted on the signature card. If a demand account, it will not earn interest. If a savings or negotiable order of withdrawal (NOW) account, we reserve the right to require seven days' written notice before any withdrawal. If a NOW account, if any entity not allowed by federal regulations to have such an account becomes an owner, we will convert the account into a checking or savings account. We have given you disclosures explaining applicable transaction limits, fees, interest, rates, and balance requirements. You agree that our fees and charges need not be based upon the cost of providing the service or administering the event to which the fee or charge is associated, but may be based on other considerations such as the expense of providing account services, generally similar charges of other financial institutions with which we compete, revenues to the bank, and the deterrence of abuse of an account.

Cashing Checks. If a payee of a check you have written wants to cash the check in any of our offices, we may require identification satisfactory to us. If the payee does not have a deposit relationship with us, we may charge a fee for cashing the check, or we may refuse to cash the check. From time to time, we may also impose other requirements, such as a fingerprint, that we consider appropriate. We have no liability to you for refusing to cash the check or charging a check cashing fee.

Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Schedule of Fees and Truth In Savings Disclosure. You agree that we may amend our Schedule of Fees and Truth In Savings Disclosure from time to time and you agree to be bound by the terms of the amended Schedule of Fees and Truth In Savings Disclosure. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution. We may deduct fees and other amounts you owe us under this Agreement from your accounts with us at any time without prior notice *of any deductions. If there are not enough funds in your account to cover the fees and other amounts you owe us, we may overdraw your account.* You agree to pay us immediately all amounts you owe us.

Expenses. You will pay any expenses we incur in good faith related to this agreement, such as fees on items sent for collection, foreign exchange charges, and unreimbursed research and copying fees when someone requires records about *our relationship, and attorneys' fees we incur in good faith because of concerns about the account, whether or not litigation has begun, including such fees through trial and all appeals, plus court costs.* You also agree to pay any expenses that we incur, including attorneys' fees in responding to any subpoena, writ, government agency or judicial order, search warrant, or other order, which we may be required to respond to regarding your account or your relationship with us.

Recording. *You give us permission to record your communications with us. If you authorize someone to do business with us on your behalf, such as by power of attorney, you will be responsible for obtaining their permission to our recording their communications with us.*

Credit Report. *You authorize us to obtain reports about you periodically from organizations such as consumer reporting agencies, check reporting services, and other credit reporting entities, and to provide them information.* Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Amendments and Alterations. *Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by including a notice with or on your statement, by posting a notice of any* such changes at our main office, or by whatever notice requirements that may be required by law. If you use the account after the effective date of a change, that indicates your acceptance of the changes.

Delisting. If any of your shares *or other equity interests are, or ever become, listed for trading on any securities exchange or the National Association of Securities Dealers Automated Quotation (NASDAQ) system, you will notify us immediately* in writing upon their delisting or suspension of trading.

No Waiver. You understand and agree that no delay or failure on our part to *exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.*

Our Rights. You agree that our rights under this agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others.

Severability. If any of the terms of this Agreement conflicts with applicable law and are declared to be invalid and unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. *The remaining provisions will remain unaffected.*

Force Majeure. We shall not be liable for any loss or damage to you caused by our failure to provide any service or delay in providing such service resulting from an act of God, act of governmental authority, legal constraint, war, terrorism, fire, catastrophe, or electrical computer, mechanical or telecommunications failure, or failure of any agent or correspondent or any other cause beyond our control.

Liability. You agree that: We shall not be liable for indirect, special, or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages.

Indemnification. You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorney fees that we incur because of your failure to abide by any of the terms of this agreement.

Arbitration of Disputes. You and we agree that the transactions in your account involve "commerce" under the Federal Arbitration Act ("FAA"). Any controversy or claim between you and us, or between you and any of our officers, employees, agents or affiliated entities, that arises out of or is related to your account, or any service related to your account, or any agreement related to your account or any such service, whether based on contract or in tort or any other legal theory, including claims of fraud, suppression, misrepresentation and fraud in the inducement (collectively, any "claim"), will be settled by binding arbitration under the FAA. The arbitration will be administered by the American Arbitration Association under its *Commercial Arbitration Rules* ("the Arbitration Rules"). If a claim is submitted to arbitration, (a) you will not have the right to go to court or to have a jury trial (b) you will not have the right to engage in pre-arbitration discovery except as provided in the rules; (c) you will not have the right to have any claim arbitrated as a class action under the rules or under any other rules of civil procedure; (d) the arbitrator's decision will be final and binding with limited rights to appeal; (e) this agreement supersedes any prior alternative dispute resolution and/or arbitration agreement that may exist between you and us. This agreement to arbitrate disputes will survive the closing of your account and the termination of your deposit agreement with us.

Applicable Laws, Jurisdiction, Venue and Regulations. *You understand this Agreement is governed by the laws of the state of Mississippi and includes, but is not limited to the Uniform Commercial Code.* Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. You will not hold us liable for anything we do or decline to do based on a good faith belief that it is required by law or regulation. *The courts of the state have jurisdiction of any dispute in connection with this agreement. You agree that venue will be proper in the courts in the county and city of our office where you signed or delivered this agreement.*

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Joel Gill
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Federal Election Commission

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PREPARER	2/7/08 DATE PREPARED

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