CARDHOLDER AGREEMENT F03-U089-2

This Cardholder Agreement ("Agreement") is the terms and conditions governing our issuance and your use of your Bluegreen MasterCard Rewards card ("Card"). Keep this document for future reference. In this Agreement, "you" and "your" mean any person who received the Card or is authorized to use it as provided for in this Agreement. If there is more than one of you, you are each jointly and severally liable for all obligations, regardless of which of you uses the Card or benefits from that use. "We," "us" and "our" mean the issuing financial institution listed on the back on this agreement. "TransCard" means the third party that administers the Card program and with whom you activated the Card with. The words "Card Account" mean the Four Corners Community Bank deposit account or its associated account number or MasterCard Card. By activating the Card, signing the back of the Card, or allowing someone else to use the Card means you accept and agree to be bound by the terms and conditions contained in this Agreement.

- 1. Card Description. This Card is issued by us, pursuant to a license with MasterCard International, Inc. MasterCard is a registered trademark of MasterCard International, Inc. The Card allows you to make purchases wherever MasterCard debit cards are honored. The Card is not a credit card and does not directly access any credit account. No interest will be paid on funds loaded to the Card. Your interest and rights to the funds loaded to the Card are limited to those expressed in this Agreement. Your Card is not for re-cale.
- 2. Expiration of Card. You can use your Card until the card balance has been depleted or until the "VALID THRU" date shown on the card, whichever occurs first. The plastic card will be unusable after the "VALID THRU" date stated on the Card and the funds are invalid after that date. Any amount remaining on the Card after the "VALID THRU" date will be returned to Bluegreen under the terms set forth in the agreement between Bluegreen and us. You have no right, title or interest in any remaining funds after the "VALID THRU" date.
- 3. Value of Your Card. Your Card's value is limited to the dollar amount of the initial load to the Card. Subject to applicable regulations, your Card Account is insured by the Federal Deposit Insurance Corporation.
- 4. Using your Card. Remember to log on to the cardholder website at www.transcardgift.com to verify or update your personal information in order to protect your Card. You must also sign the back of the Card is a non-reloadable, prepaid debit card which is loaded with an amount in U.S. Dollars, and does not allow for ATM access. The Card is not linked to or issued in connection with any deposit account established in your name with us and does not create any such account with us. You can use the Card as often as you like, provided that you do not exceed the value stored on the Card. We may restrict the use of your Card if we notice excessive use of your Card or other suspicious activities. You authorize us to pay all transactions initiated with the Card and to debit the total amount of such transactions from the value of the Card. You agree that the use of the Card with any merchant, whether or not you have signed any sales or debit authorization, will constitute a simultaneous withdrawal from and/or demand upon the value of the Card. You cannot "stop payment" on any transaction after it has been completed. The Card cannot be used: (1) to obtain cash, except in the event of its revocation, as described in this Agreement; (2) for gambling or any unlawful activity, or (3) to make regular, preauthorized payments to third parties. We are not liable for declining an authorization for any particular transaction, regardless of our reason.
- 5. Payment. Each time the Card is used the value of the Card will decrease by the amount of the transaction. After the amount available on your Card has been exhausted, all transactions will be declined. You agree not to use the Card for transactions in excess of the funds remaining on the Card. If a transaction causes you to exceed that limit (a "Negative Balance"), you shall remain fully responsible for and agree to immediately pay us the amount of any Negative Balance. If you do not pay us the Negative Balance, we may report the unpaid amount to consumer reporting agencies. We may also exercise our right to setoff against any account you have with us.
- 6. Customer Service; Contact Information; Balance and Transaction Inquiries; Error Resolution. You are responsible for keeping track of the available balance on your Card. Merchants generally will not be able to determine the available balance on your Card, so you need to know the exact balance BEFORE making a purchase. You can review your Card balance and transaction history 24 hours a day, 7 days a week at www.transcardgift.com. You can also call TransCard Customer Service for balance and all other inquiries toll free, 24 hours a day, 7 days a week at 1-800-554-2707, or write to TransCard Customer Service at 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402.
- 7. Fees and Charges. We encourage you to use your Card immediately. There are no fees when using the Card to purchase goods and services within the U.S. You have unlimited free access to balance and transaction information online at www.transcardgift.com and via phone at 1-800-554-2707. The following fees may apply and will be deducted from the available balance on the Card, except where prohibited or modified by applicable law:
 - CARD REPLACEMENT FEE: If a replacement Card is issued for a lost or stolen card, a Replacement Card Fee will be charged directly to your Card. The fee is \$12.00 and includes standard shipping via USPS to the address on file for the Card. A replacement Card will only be issued if sufficient funds are available on your Card to fully cover the Replacement Card Fee..
 - EXPRESS SHIPPING FEE: An additional fee will be charged to your Card for any replacement Card delivered using a method other than standard mail. The fee is \$30.00 and is also only available if sufficient funds are available on your Card to fully pay for the Express Shipping Fee.
- 8. Loss, Theft, or Unauthorized Use. Write down the Card number and Customer Service number on a separate piece of paper in case the Card is lost, stolen or destroyed. You are responsible for all charges made by anyone you allow to use your Card, even if they charge more than you intended. We may consider use of the Card by members of your immediate family as authorized by you and your responsibility. If unauthorized use of your Card occurs, you agree to cooperate with us and law enforcement authorities in identifying the unauthorized user. Applicable law and our "zero liability" policy protect you from liability for unauthorized transactions. You understand that your Card is not a credit card and is not protected by laws covering credit cards, such as the federal Truth in Lending Act. Tell us AT ONCE if you believe your Card (or any password or code used to access your account or Card funds) has been lost or stolen. Calling TransCard Customer Service at 1-800-554-2707 is the best way of keeping your possible losses down. You could lose all the money on your Card. If you notify us promptly after you learn of the loss or theft of your Card AND exercised reasonable care in safeguarding the Card from risk of loss or theft you permission if you had told us, you could lose as much as \$500.00. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card and that you will be liable for all such uses by such person(s).

Also, if your electronic history shows transactions that you did not make, including those made by Card or other code or by other means, tell us AT ONCE. If you do not tell us within 120 days after the transfer was credited or debited to your account, you may not get back any Card value you lost after the 120 days. If a good reason (such as a long trip or a hospital stay) kept you from learning of the unauthorized transaction and telling us, we will extend the time periods.

You agree to immediately notify us of the loss, theft or unauthorized use of the Card and the loss, theft or unauthorized or inadvertent disclosure of any number, secret word or code that might be used to access Card funds. If you believe that the Card or code has been lost or stolen or that someone has transferred or may transfer value from the Card without your authorization, you should immediately contact us by phone at Customer Service at 1-800-554-2707 or by writing us at TransCard Customer Service 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402.

9. If you think your electronic history or receipt is wrong or if you need more information about a transaction listed on the electronic history or receipt, please telephone us at 1-800-554-2707 or write us at: TransCard Error Resolution 1301 Riverfront Parkway, Suite 112, Chattanooga, TN 37402 as soon as you can. We must hear from you no later than 120 days after the transfer was credited or debited to your account. Tell us your name and account number. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will investigate your complaint and will correct any error promptly.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit the Card within 10 business days for the amount you think is in error so that you will have the use of the value during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Card. We will tell you the results within three (3) business days after completing our investigation and we will correct any error promptly. For errors involving new Cards, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

- 10. Failure to Complete Transactions. If we do not complete a transaction arising from the use of your Card on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable if:
 (a) through no fault of ours, you do not have enough money on your Card to cover a transaction, (b) the terminal or system was not working properly and you knew about the breakdown when you started the transfer, (c) circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken, and (d) there may be other exceptions stated in our agreement with you.
- 11. Foreign Transaction Fee. Transactions made in currencies other than U.S. Dollars will be converted to U.S. Dollars under the then current regulations of MasterCard. Those regulations currently provide that the conversion rate may be either the wholesale market rate or government-mandated rate in effect the day MasterCard processes the transaction. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.
- 12. Disclosure of Information to Third Parties. We may disclose information to third parties about your Card or the transactions you make: (a) where it is necessary for completing transactions; (b) to verify either a transaction you make or the existence and

condition of your Card to a third party; (c) to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; (d) to comply with government agency rules or court orders; (e) if you give us your permission; (f) if you owe us money or there are legal proceedings in connection with your Card, information may be released to attorneys, accounts, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting; (g) to protect against potential fraud and other crimes; or (h) when otherwise permitted by law. We may also share information about you and your Card, based on our transactions and experiences with you, with our parent, affiliate, and subsidiary companies. You authorize us to make such credit, employment and investigative inquiries, as we deem appropriate in connection with the issuance and use of the Card. We can furnish information concerning the Card or creditable to consumer reporting agencies and others who may properly receive that information.

- 13. Revocation of Card and Unclaimed Funds. The Card is our property and we may revoke the Card at any time with or without cause or notice, unless otherwise required by law. You must surrender a revoked Card and you agree that the Card may not be used after it has been revoked. If any funds remain on the Card upon revocation, please contact us and we will, at our discretion, either issue you a cash refund or issue you a new card with the remaining value of the Card on it. Any refund or new card will be sent to you at the last registered address.
- 14. Amendments. We may amend or change the terms and conditions of this Agreement, including fees, at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. Changed terms will apply to the outstanding balance of your Card as well as to any transactions after the date of the change. In any event, use of your Card after the date of the change will confirm that you agree to the change. Amendments required by a bank regulatory authority will be effective according to the applicable regulation without further notice.
- 15. Transfers. We may transfer all or part of your Card balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement or the Card balance, except through regular use of the Card.
- 16. Governing Law. To the extent federal law is not applicable, this Agreement and your Card will be governed by the issuing financial institution's state law regardless of where you reside. You agree that all terms of this Agreement are material to the determination of interest

Instructions on using your card:

No PIN Usage. To pay for purchases at merchants that accept MasterCard debit cards, you should use it as you would a credit card, by selecting the "credit" payment option and signing the sale receipt. Although your Card is a debit card, it will not work with debit payment systems that require a personal identification number (PIN).

Combining Forms of Payment and Split Tender Transactions. If you wish to use your Card to purchase an item for more than the available balance on the Card, subject to the merchant's policy, you may be able to use your Card toward a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "split tender" transaction because you would be "splitting" the purchase price between your Card and another form of payment. Before you request a "split tender" transaction, please call TransCard Customer Service at 1-800-554-2707 to confirm the available balance on your Card. Then, you MUST ask the merchant if two forms of payment will be accepted for the purchase you wish to make. If the merchant agrees, first request that the merchant debit or charge a specific dollar amount on your Card (i.e., the available balance on your Card), and then use your other form of payment to pay the remaining balance. Some retailers, particularly department stores, will only allow a "split tender" transaction if the second form of payment is cash or check. Internet and most mail order merchants do not permit "split tender" transactions. We do not guarantee that the merchant will accept two forms of payment, such as two gift cards.

Use at Gasoline Merchants. If you use your Card to purchase gasoline, we recommend that you pay inside the station, not at the pump. If you were to pay at the pump, the electronic terminal at the pump may be programmed to confirm that you have sufficient available balance on your Card to pay for an average purchase of gas. Before you are permitted to pump gas, many pumps seek an authorization for \$75.00 and this amount could increase from time to time ("Preauthorization Request"). If you have an insufficient available balance on your Card to cover the Preauthorization Request, your attempt to use your Card at the pump may be declined. If you have a sufficient available balance on your Card to cover the Preauthorization Request, you will be permitted to continue your transaction at the pump. However, if the dollar amount of your actual gasoline purchase is less than the amount of the Preauthorization Request that we approved, a "hold" on your available balance may automatically result equal to the difference between the two amounts. Once the merchant sends us the final amount of your actual gasoline purchase, we will remove the "hold" on your available balance for any additional amount exceeding this final amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to this "hold." TO AVOID A DECLINE OF, OR A HOLD ON, YOUR AVAILABLE BALANCE ON YOUR CARD, WE RECOMMEND THAT YOU PREPAY FOR YOUR GASOLINE INSIDE THE STATION.

Use at Restaurants, Hotels, and Similar Merchants. When using your Card at a merchant where a tip may be included (such as at a restaurant) or at a merchant in the travel business (for example, a hotel, car rental agency, or cruise line), your transaction may be pre-authorized for an additional amount above the initial transaction amount. This pre-authorization process is referred to as an "authorization request." Because the authorization request may have been processed for an amount higher than the initial transaction amount, if you have an insufficient available balance on your Card to cover the authorization request, your Card may be declined. If you have a sufficient available balance for the amount of the authorization request. The final amount charged to your account will not exceed the final transaction amount. Once the merchant sends us the final transaction amount, we will remove the "hold" on your available balance for any additional amount exceeding the final transaction amount. This may take 3 to 7 days and during this period you will not be able to use any balance subject to "hold."

Internet and Mail Order Purchases. Internet, mail, and phone order purchases may require that we have the correct name and home address of the Card owner online. If you wish to make Internet or mail order purchases, you will need to register your Card by entering your name and home address prior to performing an Internet, mail, or phone order transaction. You can register your card 24 hours a day at www.transcardgift.com or by calling TransCard Customer Service at 1-800-554-2707.

ISSUING FINANCIAL INSTITUTION:

Four Corners Community Bank

CARD REPLACEMENT FEE:

\$12

EXPRESS SHIPPING FEE:

\$30