



EFFECTIVE DATE 9.4.12

For more information about First Midwest Bank, call 1.800.322.3623 or visit us on the web at firstmidwest.com.

Safe Deposit Box Terms and Conditions



First Midwest Bank

A division of  OLD NATIONAL BANK[®]



Member FDIC

8-642-31 9/12



First Midwest Bank

A division of  OLD NATIONAL BANK[®]

**PLEASE NOTE:
THE CONTENTS OF SAFE DEPOSIT BOXES
ARE NOT FDIC INSURED**

LEASE TERM AND RENTALS

In its standard Safe Deposit Box Lease Agreement ("Lease"), First Midwest Bank ("Bank") agrees to lease to the renter ("Renter") and the Renter agrees to lease from the Bank a Safe Deposit Box ("Box") for the period of one (1) year from the date of the Lease. At the end of the initial one (1) year period, the Lease will be renewed automatically from year to year ("Renewal Year"), unless Renter notifies Bank in writing at least fifteen (15) days before the end of the initial one-year period or of any annual Renewal Year that Renter does not want to renew the Lease or unless the Bank decides to terminate the Lease. Renter shall pay in advance the first year's rental ("Rent") and if the Lease is renewed, shall pay, in advance, Rent in an amount equal to the then current rate charged by the Bank for similar Boxes. The Bank may, at any time, change the amount of Rent charged from time-to-time without notice to Renter; provided, however, any change in the Rent charged shall not become effective for Renter until the next succeeding Renewal Year. Renter may not sublet the Box or assign the Lease. One (1) Renter shall not be permitted to remove another co-Renter as lessee of the Box.

NON-PAYMENT OF RENT

If the Renter does not pay the annual Rent within thirty (30) days after the beginning of a Renewal Year, the Renter shall pay the Bank a past due fee in the amount of \$5.00 for every succeeding thirty (30) day period, not to exceed \$15.00 in the aggregate, after the beginning of such Renewal Year which shall be immediately due and payable. If the Renter fails to pay Rent, fees and costs (fees and costs referred to as "Expenses"), the Bank may refuse entry into the Box until paid in full. Further, the Bank may send the Renter fifteen (15) days prior written notice of the termination of the Lease ("Notice of Lease Termination").

KEYS

The Renter agrees to protect all keys to the Box and return them to the Bank if the Lease is terminated. The Renter shall promptly notify the Bank if a key(s) cannot be accounted for and shall pay all resulting costs and Expenses of Bank to drill the Box (if necessary) and for replacing the keys and locks.

DEPUTIES

The Renter may appoint one or more person(s) to act as a deputy ("Deputy") to enter the Box, inspect, add or remove its contents. A Deputy may terminate the Lease but may not appoint another Deputy. The Renter must appoint the Deputy in writing on Bank's approved form. If there is more than one (1) Renter, each Renter must jointly appoint any Deputy, but that appointment can be revoked by any individual Renter. The Bank will recognize the appointment of a Deputy until Bank receives written notice from a Renter that the appointment has been properly canceled or until Bank receives written notice of a Renter's death or incompetency from that Renter's court-appointed personal representative or duly authorized attorney-in-fact.

ACCESS TO BOX

The Renter shall observe Bank's hours and procedures in connection with obtaining access to the Box. Upon presentation of identification acceptable to the Bank, including a signature to be used for comparison and as an acknowledgment of entry, any Renter or Deputy shall be entitled to separate access to the Box during the regular lobby hours where the Bank and Box are located. Renter's court-appointed personal representative shall have access to the Box prior to Renter's death, but upon death of a Renter or Deputy, access may be subject to approval of the appropriate legal authority. The Bank may limit access to the Box for nonpayment of Expenses or Rent, receipt of legal process prohibiting access, natural disaster, or circumstances which, in Bank's judgment, constitute an undue security risk.

CONTENTS AND RESPONSIBILITIES OF BANK

The Renter understands that the Box is intended to provide protection for Renter's personal properties. The Renter agrees not to use the Box for any other purpose, including without limitation for keeping U.S. or foreign currency, weapons, illegal or hazardous substances or lethal or debilitating gases, viruses or bacteria, or in connection with any other illegal activity. The Renter shall keep a complete list of property kept in the Box and any available proof of ownership of the contents. The Bank has no knowledge of, exercises no supervision or control over, and shall not be responsible for, any deposit, examination or removal of any contents in the Box, except that Bank shall not be exempt from liability for its own clearly proven gross negligence or willful misconduct. The Bank shall not be responsible for any loss or damage resulting from the failure of vault doors or locks to operate properly.

INSURANCE

The Bank does not know about, nor provide, insurance covering the contents of the Box. In order to fully protect the contents against loss, the Renter agrees it will obtain and maintain insurance coverage over the Box's contents at the Renter's sole expense.

REMOVAL OF CONTENTS

Upon the earlier of (a) the Renter failing to pay Rent or Expenses when due and such failure continuing past due for ninety (90) days thereafter, or (b) the Renter failing to remove the contents of the Box prior to termination of the Lease by the Bank or Renter, the Bank has the right to drill open the Box at any time, make an inventory of the contents and remove the contents. The Renter may claim the contents of the Box at any time, but first must pay all past due Rent and Expenses plus the cost of drilling and repairing or replacing of the Box and any safekeeping charges that may have accumulated since the Box was opened. If the Renter does not claim the contents, the Bank shall have the right to sell the contents of the Box to pay all amounts owing to Bank under the Lease. The Bank shall notify the Renter at least ten (10) days before the sale of the time of the sale, the location and the total amount owed to the Bank. If that total amount is not paid before the date of the sale, the Bank may sell the contents of the Box (other than money) at public auction and apply the sale proceeds to reduce the amount due from the Renter to the Bank. The Bank shall comply with all laws regarding the disposition of unclaimed property to the extent such laws are applicable.

TRANSFER OF BOX LOCATION

The Renter may request the Bank for a Safe Deposit Box in another Bank branch provided that branch has Safe Deposit Boxes available to rent. If the Bank permits such transfer, the Renter shall return all keys to the Box to the Bank and move the contents of the Box to the new location. The Annual Rental for the new location will be adjusted accordingly.

CORPORATE, PARTNERSHIP OR LIMITED LIABILITY COMPANY RENTER

If the Renter is a corporation, partnership or a limited liability company, none of its officers, partners or members shall have the authority to enter the Box at any time, remove all or part of its contents, cancel or modify the Lease, and surrender or exchange the Box, unless such officer, partner or member is designated in the Lease as a Renter. No officer, partner or member of the Renter shall be deemed to have full authority to represent the Renter in all respects, except such persons designated as the Renter in the Lease. The authority of any officer, partner or member of the Renter, who is designated as a Renter, shall continue until the corporate, partnership or limited liability company Renter shall revoke such authority by a writing signed by any of its officers, partners or members and delivered to the Bank.

TERMINATION OF LEASE

Any Renter, Deputy or Bank may terminate the Lease at any time and for any reason upon the terminating party sending fifteen (15) days prior written notice to the other party. On or before the termination date, the Renter shall empty the Box and return all keys to the Bank. All Rent and Expenses must be paid by the Renter on or before the termination of the Lease and removal of any property from the Box by Renter. If termination of the Box occurs prior to the Lease's Annual Renewal Date, no refund of unearned fees will be made.

PAYMENT OF LEGAL FEES AND EXPENSES

The Renter agrees to pay all costs and Expenses, including reasonable attorney's and paralegal's fees, costs and Expenses incurred by the Bank in connection with the enforcement of the Bank's rights and remedies under the Lease and for any dispute or proceeding relating to the Box or its contents.

RIGHT OF OFFSET

The Bank has the right of offset to charge the Renter's accounts at the Bank for all past due Rent and Expenses owed by the Renter under the Lease.

NOTICES

All correspondence, statements, communications and notices regarding the Box shall be sent by regular mail to Renter No. 1 designated in the Lease. If there is more than one Renter, all such notices to Renter No. 1 shall constitute notice to each and every Renter. The Renter shall promptly notify the Bank in writing sent to the Bank at its address, below, of any change in the Renter's address. Notice to Renter No. 1 or the Bank from the other party hereto shall be deemed given two (2) days after the mailing of such Notice via U.S. mail, postage prepaid. The Renter shall promptly notify the Bank of the death of any co-Renter.

ADDITIONAL PROVISIONS

The Bank may change the terms of the Lease and any changes will become effective thirty (30) days after notice of such changes is mailed to the Renter. The Lease is governed by and shall be interpreted under the applicable federal laws and regulations and the internal laws and regulations of the State where the box is located. The Lease is the entire Agreement between the Bank and the Renter. The Lease shall be binding on the Renter and Renter's heirs, estates, personal legal representatives, successors and assigns.