

**AGREEMENT BETWEEN SHARE (Self-Help Association for a Regional Economy) and
DEPOSITOR IN SHARE CREDIT FUND**

This Agreement made this _____ day of _____ 20__, between Self-Help Association for a Regional Economy, Inc., of Great Barrington, Massachusetts, (hereinafter known as SHARE) and _____ a Depositor in the SHARE Credit Fund (hereinafter known as Depositor).

WITNESSETH:

1. MEMBERSHIP. The Depositor, on opening A SHARE Credit Fund Account (hereinafter known as the Account), and on payment of a \$10.00 membership fee, becomes a member with full voting rights in SHARE, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts.

2. AUTHORIZATION. The Depositor agrees to give SHARE the authority in its absolute discretion, to utilize a portion and/or all of his/her funds in the Account as "Cash Collateral", i.e. to secure First National Bank of the Berkshires loans which (1) meet SHARE's loan criteria, (2) are approved in accordance with By-Laws of SHARE, and (3) would not otherwise be made by the Bank without such collateralization. These loans will constitute the SHARE Credit Fund program. The Depositor agrees that by this Agreement, SHARE will have limited powers of co-signer on the Account without any rights of co-ownership. SHARE's authority as co-signer will be specifically limited to restricting the Depositor's monies from being withdrawn while it is being used as "Cash Collateral" by the bank. The Depositor agrees to give SHARE the authority to hold the passbook of the Account to facilitate this collateralizing process. All interest accruing to the Account will continue to accrue solely to the Depositor. SHARE agrees that no more than seventy-five percent (75%) of the total Deposit Balance in all SHARE Credit Fund Accounts will be used as "Cash Collateral".

3. WITHDRAWAL PROCEDURE. Depositor agrees that a one hundred twenty (120) day written notice to SHARE of intent to withdraw funds will be required. Withdrawal slips will be sent to SHARE, which will present passbooks and withdrawal requests to the bank. On the date specified, the bank will honor the withdrawal request with a check sent to the Depositor by mail provided that such withdrawals do not reduce the total amount deposited in all SHARE accounts and used as "Cash Collateral" below the total amount of Loans Outstanding in the SHARE Credit Fund program. In the event that a Depositor is restricted from withdrawing funds because the total amount deposited in all SHARE Credit Fund accounts and used as "Cash Collateral"

will be less than the total amount of Loans Outstanding in the SHARE Credit Fund program, SHARE will notify the depositor of the situation and at such time as outstanding loans are repaid and the money deposited in all SHARE accounts and used as "Cash Collateral" exceeds the total amount of loans, withdrawal requests will be honored in order of receipt. SHARE will collateralize no new loans if such requests are outstanding.

4. IN THE EVENT OF LOAN LOSSES. In the event of a loan loss, collateralized by the SHARE Credit Fund, the depositor authorizes SHARE to make a withdrawal from his/her account in an amount proportional to his/her share of the loan loss. This amount will be determined by determining the percentage that the loan represents of the total amount deposited in all SHARE Credit Fund accounts. For example, if the loan loss were five hundred dollars (\$500) and the total amount deposited were twenty-five thousand dollars (\$25,000), a withdrawal of two percent (2%) would be made from each account, i.e., if a Depositor's account had a balance of one thousand dollars (\$1,000) the Depositor would be charged with a twenty dollar (\$20) withdrawal. SHARE agrees to send written notice of such withdrawals to the Depositor. Any such withdrawal will automatically be credited to SHARE. The Depositor understands that although attempts will be made by SHARE under its lending policy to minimize losses, all deposits are at risk of loss.

5. CLOSING OF ACCOUNT. Closing of a SHARE Credit Fund account constitutes withdrawal of membership in SHARE. Closing of an account can be done in the same way as a withdrawal and under the same conditions, except that all funds will be withdrawn.

6. IN THE EVENT OF THE DEATH OF THE DEPOSITOR. All rights to the account will pass to the estate of the Depositor, with the restrictions as stated above.

7. RESPONSIBILITY. Except for the above restrictions, the account will otherwise be treated as a normal 90 day notice savings account earning the regular rate of interest for such accounts given by the First National Bank of the Berkshires. All deposits not restricted by reason of collateralization will be fully insured under Federal law. The Depositor expressly understands and agrees that the bank has and is in no way a partner or guarantor or in any way responsible for any action or inaction of SHARE and this Agreement and any other Agreements between the depositor and SHARE are solely between those two parties.

DEPOSITOR

OFFICER OF SHARE

Note: This document is signed and kept by both SHARE and the depositor to clearly outline the purpose, obligations and restrictions regarding the deposit.

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