2011

Disclosure and Agreement for

Certificates of Deposit

Capitol Federal

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PART I
INTRODUCTION

A. This Agreement

This Disclosure and Agreement for Certificates of Deposit contains the terms, conditions, liabilities, rights and responsibilities for Certificate of Deposits at Capitol Federal Savings Bank (the "Bank"). In addition, the Bank provides additional disclosures to you about your accounts and additional documents or terms relating to particular services, all of which (as they may be amended from time to time) are incorporated into this document by reference. These additional disclosures include (among others) your deposit account signature card, and disclosures you are provided at the time you open a deposit account, as well as terms and conditions that apply to specific services. This Disclosure and Agreement for Certificates of Deposit, the signature card and all disclosures provided at the time you open your deposit account and thereafter constitute the "Agreement". As used in this Agreement, the terms "we", "us" and "our" refer to the Bank and the terms "you" and "your" refer to the person(s) (whether one or more), partnership, corporation, association or other entity who maintains one or more certificate of deposit (each a "CD", "deposit account" or "account") with us.

By signing a deposit account signature card or otherwise opening a deposit account with us, you accept and agree to be bound by this Agreement. It is a legally binding contract that can only be modified as provided in this Agreement. By establishing an account with us, you acknowledge and agree that we are in no way acting as a fiduciary for you or for your benefit, even if your account is titled as a "trust account" or similar designation. You should READ and RETAIN the Agreement so that you can refer to it whenever you have a question about your deposit account. If you have any questions, please ask us.

B. When this Agreement Becomes Effective

Your CD will be opened when (1) we issue a receipt for a CD to you, (2) you have received a complete copy of this Agreement, and (3) we have received any other documents that we may require to establish a CD, including any resolutions for business accounts. However, if we open the account on our records and accept any deposit or process any other transaction, your account will be considered open and subject to the terms of this Agreement.

C. Organization and Scope of Agreement

Part I of this Agreement is an introduction to the Agreement. Part II governs ownership of deposit accounts in different capacities.

This Agreement covers our CD's. Some special rules applicable to CD's and special types of accounts such as IRA's and Coverdell Education Savings Accounts are also included in other documents that we provide to you. While this Agreement is generally applicable to these accounts, they are also subject to additional rules designed to address their unique characteristics.

D. Applicable Law

Your deposit relationship with us is governed primarily by this Agreement. It is also governed by the laws of the United States, the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks, the rules and regulations of applicable bank regulators and other governmental agencies, and the laws of the state where your account resides. Your account is deemed to “reside” in the State where our branch at which your account was originally opened is located, which may or may not be the state of which you are a resident. Accounts opened on line will be deemed to reside in the State of Kansas. If any terms of this Agreement are found to be in violation of, or restricted by, applicable laws, those terms will be construed to conform to such law, but the rest of this Agreement will not be affected by such laws, and will remain in full force and effect.

PART II
FORM OF ACCOUNT OWNERSHIP

The terms of this Part II generally apply to all types of deposit accounts subject to the Agreement (unless otherwise specified).

A. Classification of Account/Designation of Account Ownership

The classification of your deposit account as a personal account or business account, and the form of ownership for your account, are designated on the signature card you sign when you open the account or on the CD or CD receipt we provide to you. We may rely on the classification and form of ownership of your account, as set forth on the signature card or certificate of deposit receipt, for all purposes relating to the account. The following provisions describe the rules applicable to the various classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on your signature card or certificate of deposit receipt apply to your account.

Your signature on the signature card or acceptance of the terms of the certificate of deposit indicates your approval of how the account is set up and the accuracy of the title. If you have any questions as to the legal effect of the classification or form of ownership of your deposit account, you should consult your own attorney, as you bear the sole responsibility as to the legal effect of the creation of your account or how it is maintained with us. We assume no legal responsibility to inform you how the classification or form of ownership of your account affects your legal interests.

B. Individual Accounts

By opening an account that is designated as an individual account, you are considered the sole owner of the account. If permitted by us, you may designate another person to write checks on the

account (if applicable) without granting them any ownership interest in your account by executing an agency appointment or granting the person a power of attorney, in either case on a form acceptable to us. Otherwise, you will be the only person authorized to use the account. Upon your death, we will pay the account balance as determined by applicable state law.

C. Joint Account with Right of Survivorship

A personal account opened by two or more persons is treated as a "joint account" and we will treat the persons opening such an account as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the surviving owner has the right to all of the funds in the account, subject to our right of setoff and security interest in the account. If more than one joint tenant survives, they will own the account as joint tenants with right of survivorship and not as tenants in common.

Each owner of a joint account may withdraw, by any means we make available, any or all of the funds on deposit, close the account, enter into special agreements regarding the account, and stop payment on any check drawn on the account. Each joint owner guarantees the signatures of the other joint owners. Each joint owner also authorizes us to exercise our rights to setoff and enforce our security interest in the entire joint account, even if only one of the joint owners is the debtor; these rights exist irrespective of who contributed funds to the joint account. Similarly, we can enforce overdraft or other liability in the joint account against any joint owner individually (and each joint account owner agrees to be liable for all overdraft liability in the joint account), even if the joint owner did not sign the item creating the overdraft or receive any benefits from its proceeds. Garnishments against any one or more than one of the joint owners are subject to our right of setoff and security interest. Notice that we give to any one joint owner is notice to all joint owners.

D. Fiduciary Accounts

Any individual acting as an agent, guardian, personal representative, trustee, custodian or in some other fiduciary capacity (collectively the "Fiduciary") must be designated as such on the Bank's account records. We will otherwise assume that the individual owns the account in his or her individual capacity. We are authorized to follow the directions of a Fiduciary regarding your account until we receive written notice that the Fiduciary relationship has been terminated and have had a reasonable time to act upon the notice. We are not liable for the misapplication of funds from your account by your Fiduciary. Even if we have previously received a complete copy of the Agency Agreement, Trust Agreement, Court Order or other document under which the account is opened, we are authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

If you establish an account as a Fiduciary, you will abide by the relevant law and notify us in writing immediately upon an event that terminates the Fiduciary relationship, including but not limited to, the death of the minor or adult for whom you act as a Fiduciary, or at the time the minor attains the age of maturity. After notifying us of an event that terminates the Fiduciary relationship, your authority over the account continues only to the extent allowed by law. If you fail to provide immediate notice to us of the termination of the Fiduciary relationship, we may honor any checks or drafts written on the account without incurring any liability to the beneficiary, and you will be liable to us for any loss or expense, including without limitation attorneys' fees and the cost of litigation, arbitration or other dispute resolution to the extent permitted by law, that we incur because of your failure to give prompt notice.

E. Trust Account

If an account owner is designated as a trust, we may rely solely upon your representation made to us from time to time, as to who is the beneficiary of the trust. The beneficiary is identified by the trust document. We are not required to check the trust document to confirm your representation to us regarding the identity of the beneficiary. If, in our discretion, we determine that we should see the trust document, you must provide it to us. Unless otherwise prohibited by the terms of the trust agreement, you or your legally appointed guardian may revoke the classification of the deposit account as a trust in whole or in part, but only by the withdrawal of funds from the account. The trustee agrees to comply with all applicable laws as to his or her actions as trustee of the account. The obligations of the trustee, appointment of successor trustees, and all other matters relating to the operation of the trust itself are matters of applicable state law. A trust account is a non-personal account, and is not considered a “consumer” account.

F. Payable on Death Account

You may designate an individual or joint account to be “payable on death” to a beneficiary by completing forms and providing documentation we request from you. No rights in an account with a payable on death designation vest in the designated beneficiaries until the death of the account owner. During his or her life, the account owner reserves the right to: (1) change the designated beneficiaries, (2) change account types, and (3) withdraw all or part of the funds in the account at any time and from time to time. If two or more of people create such an account, they own the account as joint tenants with the right of survivorship. A designated beneficiary acquires the right to the account only if: (1) all account holders creating the account die, and (2) the beneficiary is then living. Unless otherwise provided in the beneficiary designation, if two or more beneficiaries are named and survive the death of all persons creating the account,

such beneficiaries will own this account as tenants in common. Upon the death of the last surviving account owner, we are entitled to pay funds in an account with a payable on death designation to the then-surviving designated beneficiaries and are not liable to the person(s) establishing the account, their heirs, representatives or assigns or to any other person by reason of any such payment. We are not liable for any other erroneous payment unless we have obtained actual knowledge that the person to whom the payment is to be made is not one of the designated beneficiaries. If no designated beneficiary is living when the last surviving account owner dies, funds in the account will be paid to the legal representatives of the last surviving account owner. Changes in the designated beneficiaries must be made on such forms as we require. The most recent beneficiary designation we have received terminates, supersedes and replaces any prior payable on death designation for the specified account.

G. Estate Account

An Estate Account is an account established by the executor, executrix, administrator, or administratrix ("Personal Representative") of the estate of a decedent. To establish such an account, we may require letters of appointment by the Probate Court of competent jurisdiction, appropriate identification, and such other documents as we may deem necessary under the circumstances. We may rely upon such letters of appointment or the apparent authority of the Personal Representative presenting the letters of appointment until we are notified in writing by the Probate Court that the Personal Representative has resigned, been removed, or such person's authority is otherwise terminated. The Personal Representative agrees to comply with all applicable laws and rules of court.

H. Business Accounts

Business accounts are those established by any partnership, corporation, limited liability company,

association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business.

The business entity and each person who signs the signature card, any resolution or any other separate written authorization concerning a business account, represents to and agrees with us that (a) the business entity has taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to us by or on behalf of the business entity are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business entity have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the signature card or any resolution or any other separate written authorization concerning the account has complete authority to bind the business entity in all transactions involving the account unless otherwise specified.

The business entity agrees to notify us promptly in writing of any change in its form of organization or ownership or in the authority of any person with respect to the account or any transactions relating to it. We also reserve the right to require the business entity to give us a separate written authorization telling us who is authorized to act on its behalf. We are authorized to follow the directions of a person designated as having authority to act on behalf of the business entity until we receive written notice that the authority has been terminated; provided that any change in authorized signatures is not effective until two business days after we receive notice of such change, not counting the actual day we receive the notice, although we may recognize such notice earlier.

However, if the business entity imposes restrictions on the authorized signatories or if the entity instructs us that more than one signature is required, these designations are for the business's

internal purposes only, and you authorize us to debit the business's account even though an item presented contains less than the required number of signatures. In consideration of our acceptance of this account under a trade name, for the purpose of cashing or negotiating checks, drafts, or other negotiable instruments payable to that trade name, and endorsed in that name, the business entity agrees to defend and indemnify us against any loss or liability based upon our acceptance for payment or credit of checks or other negotiable instruments drawn to the order of and/or endorsed in that trade name.

We reserve the right, with advance notice, to change the classification of an account as a consumer account to a business account if we determine, in our discretion that the account is not being used primarily for personal, family, or household purposes.

PART III
GENERAL RULES FOR ALL ACCOUNTS

The terms in this Part III generally apply to all types of deposit accounts subject to this Agreement, unless otherwise specified. Specific rules for each type of checking and savings accounts we offer (other than certificates of deposit) are included in the Supplemental Terms and Disclosures for Savings and Transaction Accounts. Additional terms relating to certificates of deposit are included in the Certificate of Deposit Terms and Conditions.

A. Identification Notice (USA Patriot Act)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask you to provide other

identifying documents like a driver's license or, if you are an entity, documents to show your existence as a legal entity.

B. Our Modification of the Agreement

We reserve the right to modify this Agreement at any time and from time to time. Unless we are otherwise required by applicable law and regulation to provide prior written notice, we may modify the terms of this Agreement by conspicuously posting any notice of such modifications in the lobbies of our banking facilities, or by mailing a notice of such modifications to the address shown in our records, in either of which events, the modifications will be binding upon you. Our ability to modify the terms of the Agreement includes the right to increase or decrease any fees, minimum balance/deposit requirements, or any other term or condition to which your account is or may be subject, as well as to establish new fees, requirements, terms or conditions. You agree that failure to close your account before the effective date of any such modification evidences your agreement to modification.

C. Notices

Address:	Capitol Federal Savings Bank 700 Kansas Ave Topeka, KS 66603
Toll Free Phone:	1 -888-8CAPFED 1-888-822-7333
Fax:	1-785-231-6364
Website:	www.capfed.com
Email:	banking@capfed.com

Any written notice you give us is not effective until two business days after we receive it, not counting the actual day of receipt, provided that we may recognize such notice earlier. Written notice we send you is effective when mailed to the address to which we are then mailing your statements, or if you do not receive statements, to the address on

our records as your address. We may inform you of any changes affecting your rights and obligations by mailing you a notice at that same address. For accounts with more than one owner or signer, notices we send to that address are binding on all owners and signers. We may include a notice with or on your statement.

D. Your Waiver of Certain Notices

You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account. For example, if a check you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

E. No Waiver of Our Rights

No course of dealing, delay or omission on our part in exercising any of our rights is a waiver by us of such rights or any other right. If we waive or otherwise fail to exercise any right, we may still insist on full enforcement in the future.

F. Termination of Agreement/Closing of Your Account

This Agreement can be terminated and/or your account can be closed by either you or us at any time by a notice in writing. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account (such as early withdrawal penalties on a certificate of deposit, if you seek to terminate the certificate of deposit prior to its maturity date), or for your liability on outstanding items or other items we have handled as agent for you. We may also require you to close your account and to open a new account if we believe such action is appropriate to protect you or us, for example if there is a change in authorized signers or we believe that the security of the account may have been compromised or you have too many transfers from your account. You may terminate this account by notifying us in writing.

We are not responsible for payment of any check, withdrawal, or other item once this Agreement is terminated and/or your account is closed.

G. Transfer of Ownership

The deposit account is not negotiable. Accounts are not transferable except (i) on our books and records and (ii) in our sole discretion. In order to transfer title or pledge a certificate of deposit as collateral for a loan from someone other than us, a written request must be provided on a form we have approved. If ownership is to be transferred, we may require that the account be closed and a new account opened. Any pledge of the account to a third party remains subject to our right of set-off and security interest.

H. Death or Incompetence

Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. Even with knowledge we may, to the extent permitted by applicable law after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

I. Setoff and Security Interest

If you ever owe us money for any reason as a borrower, guarantor or otherwise, and it becomes due, we have the right under the law (called “setoff”) to use the money from your account to pay the debt as well as any costs or expense incurred by us in enforcing our rights. Any such indebtedness now or hereafter owing to us by you, either individually or jointly, may be charged to any account which is in your name or held jointly in your name and the name of another or others. We may exercise this right of setoff at any time, without prior notice to you or any owner of such account.

You also grant us a security interest in your deposit account, so that the balance in the account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor or otherwise). We may, in our discretion, require you to execute additional documents if you pledge a certificate of deposit to us as collateral. We may use the money to pay your obligation to us even if withdrawal results in an interest penalty or dishonor of checks. In the case of a partnership or joint account, each partner or joint owner agrees that we may use the money in the account to satisfy any one of his or her individual obligations. Similarly, each partner or joint owner agrees that we may use the money in their individual account to satisfy obligations in the joint account or partnership account. The security interest granted by this Agreement is consensual and is in addition to our right of setoff. However, the right of setoff and security interest may not apply to your account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, only as an authorized signer, attorney-in-fact, or a fiduciary).

We will not be liable to you if our setoff from your account leaves insufficient funds to cover outstanding items. You agree to hold us and our affiliates harmless from any claim arising as a result of the exercise of our right of setoff.

J. Legal Process against Account

If any legal action ("legal process") such as an attachment, garnishment, levy or other state or federal legal process is brought against your account, we may refuse to permit (or may limit) withdrawals or transfers from your account until the legal process is satisfied or dismissed. If we receive any document that purports to be legal process issued out of any court or governmental agency,

you authorize us to accept and comply with it, no matter how we received it. You direct us not to contest on your behalf any such legal process and to take action to comply with such process as we determine to be appropriate in the circumstances without liability to you, even if the legal process purports to affect the interest of only one owner of a joint account and even if any funds we may be required to pay out leaves insufficient funds to pay a check you have written. Any garnishment or other levy against your account is subject to our right of setoff and security interest. You agree that because we have financial centers or offices in numerous jurisdictions and states other than where your account was opened, if we are served with any process as referenced above in any jurisdiction or state, we may recognize and honor such service of process.

If legal process is brought against your account, and we assess fees against your account, our right to recover fees, and our right of setoff and security interest in your account take priority, and will be paid to us before we respond to legal process. You agree that, if we incur any expense due to any legal proceedings involving your account including a subpoena, a restraining notice, a search warrant (and related expenses due to a safe deposit break open) an attachment, garnishment, or levy upon your account, including, but not limited to, court costs and attorneys' fees, you will reimburse us for such expense or we may charge any portion of such expense to your account. We may restrict the use of your account if it is involved in any legal proceeding. You also agree that any action we may take to obtain reimbursement from you for any costs or expenses may also be taken against your estate, heirs, and legal representatives, who shall be liable for any claims made against and expenses incurred by you or them.

K. Conflicts/Disputes Regarding Account

If we receive an actual or potential claim from a third party or legal owners regarding your account,

any funds in your account, transactions involving your account, or conflicting instructions or claims from authorized signers or persons claiming to be authorized signers, we may, in our discretion, freeze your account and not honor any further transactions on the account until the claim is resolved, or we may, at our discretion, choose not to pay out any money from your account until we receive consistent instructions from all parties or a court order, all without liability to us. We may also, without liability to you, close the account and issue a check made payable to you and each joint owner or you and each claimant, as we deem necessary, or we may interplead the funds into court. We may charge interest on any loss at a rate not to exceed the maximum legal rate. You agree to reimburse us for any loss, interest expense, costs or other expenses including, without limitation, reasonable attorneys' fees and the costs of litigation (to the extent permitted by law) that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, interest expense, costs, or other expenses from your account without prior notice to you. This obligation includes any dispute between you and us involving the account and situations where we become involved in any dispute between you and an authorized signor, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

L. Your Indemnification Obligations and Limitations on Our Liability

You agree to indemnify and hold us, our officers, employees and agents harmless from any and all losses, or claims of any kind arising in connection with the deposit services provided by us to you under this Agreement, except those losses, claims, and expenses (including attorney's reasonable fees and costs) arising out of our gross negligence or willful misconduct. You further indemnify and hold us, our officers, employees and agents

harmless from any and all losses or claims of any kind arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability.

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable if circumstances beyond our control prevented the transaction. We are not responsible or liable for any other entity's (not under our direct control) acts or omissions including, without limitation, any Federal Reserve Bank or transmission or communication facility. **EVEN IF LIABILITY IS ESTABLISHED FOR ACTUAL DAMAGES, IN NO EVENT WILL YOU OR WE BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER YOU OR WE MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS REQUIRED BY APPLICABLE LAW.** The limitations and exclusions in this paragraph shall apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of this Agreement and all of your business with us.

M. Limitation on Time to Sue

An action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues, to the extent permitted by applicable law.

N. Force Majeure

You agree we have no responsibility or liability to you or any third party for failure or delay in our performance under this Agreement or for any losses due to causes or conditions including, without limitation, delays and/or interruptions of business due to any act of God, natural disaster, fire, act of government authority, act of public enemy or war, riot, civil disturbance, insurrection, labor difficulty, power failure, telecommunications failure, severe adverse weather condition or other causes beyond our reasonable control. The time if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

O. Collections

Should we find it necessary to use a collection agency or attorney to collect any and all applicable charges to your account, to the extent permitted by applicable law, you agree to be responsible for all collection costs and/or reasonable attorneys' fees.

P. Credit Information

We may from time to time without notice to you except as required by law, respond to requests for information about your credit or other experiences with you or your account and may provide information about you and your account to credit and check reporting agencies.

Q. Power of Attorney

We have no obligation to accept or otherwise honor any power of attorney. If you have established an account under the power of attorney or if have submitted a power of attorney to us appointing someone to act on your behalf, you agree that you will give us a copy of the power of attorney, in a form and substance satisfactory to us, and that the account will be subject to all applicable laws and to our requirements governing a power of attorney. If we do accept the power of attorney, until we receive

notice that the power of attorney has been revoked, we may rely upon it in cashing, endorsing, or accepting for deposit items payable to your order, in honoring withdrawals or transfers from your account and signed by your attorney-in-fact, and in following instructions from your attorney-in-fact on any matter in connection with your account.

NOTICE

If you believe your Passcard, True Blue Direct Card, Passcode or checks have been lost or stolen, or if you believe that someone may transfer money from your account without your permission, **CALL AT ONCE:**

7 a.m. to 11 p.m., Monday through Friday
9 a.m. to 6 p.m. Saturday
12 p.m. to 5 p.m. Sunday
(except holidays)

1-888-8CAPFED
1-888-822-7333
(toll free)
or
by fax 24 hours daily
1-785-231-6364
or
Email to:
banking@capfed.com

EQUAL HOUSING LENDER

Member FDIC

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