# APPENDIX G TO PART 1026-OPEN-END MODEL FORMS AND CLAUSES

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- G-24 Deferred Interest Offer Clauses (§ 1026.16(h))
- G-25(A) Consent Form for Over-the-Limit Transactions (§ 1026.56)
- G-25(B) Revocation Notice for Periodic Statement Regarding Over-the-Limit Transactions (§ 1026.56)
- G-1—Balance Computation Methods Model Clauses (Home-Equity Plans)
  - (a) Adjusted balance method

We figure [a portion of] the finance charge on your account by applying the periodic rate to the "adjusted balance" of your account. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtracting [any

unpaid finance charges and] any payments and credits received during the present billing cycle.

(b) Previous balance method

We figure [a portion of] the finance charge on your account by applying the periodic rate to the amount you owe at the beginning of each billing cycle [minus any unpaid finance charges]. We do not subtract any payments or credits received during the billing cycle. [The amount of payments and credits to your account this billing cycle was \$ \_\_\_\_.]

(c) Average daily balance method (excluding current transactions)

We figure [a portion of] the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (excluding current transactions). To get the "average daily balance" we take the beginning balance of your account each day and subtract any payments or credits [and any unpaid finance charges]. We do not add in any new [purchases/advances/loans]. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

(d) Average daily balance method (including current transactions)

We figure [a portion of] the finance charge on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/loans], and subtract any payments or credits, [and unpaid finance charges]. This gives us the daily balance. Then, we add up

all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

(e) Ending balance method

We figure [a portion of] the finance charge on your account by applying the periodic rate to the amount you owe at the end of each billing cycle (including new purchases and deducting payments and credits made during the billing cycle).

(f) Daily balance method (including current transactions)

We figure [a portion of] the finance charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid finance charges and] any payments or credits. This gives us the daily balance.

G-1(A)—Balance Computation Methods Model Clauses (Plans Other Than Home-Equity Plans)

(a) Adjusted balance method

We figure the interest charge on your account by applying the periodic rate to the "adjusted balance" of your account. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtracting [any unpaid interest or other finance charges and] any payments and credits received during the present billing cycle.

(b) Previous balance method

We figure the interest charge on your account by applying the periodic rate to the amount you owe at the beginning of each billing cycle. We do not subtract any payments or credits received during the billing cycle.

(c) Average daily balance method (excluding current transactions)

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day and subtract [any unpaid interest or other finance charges and] any payments or credits. We do not add in any new [purchases/advances/fees]. This gives us the daily balance. Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

(d) Average daily balance method (including current transactions)

We figure the interest charge on your account by applying the periodic rate to the "average daily balance" of your account. To get the "average daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

(e) Ending balance method

We figure the interest charge on your account by applying the periodic rate to the amount you owe at the end of each billing cycle (including new

[purchases/advances/fees] and deducting payments and credits made during the billing cycle).

(f) Daily balance method (including current transactions)

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new [purchases/advances/fees], and subtract [any unpaid interest or other finance charges and] any payments or credits. This gives us the daily balance.

G-2—Liability for Unauthorized Use Model Clause (Home-Equity Plans)

You may be liable for the unauthorized use of your credit card [or other term that describes the credit card]. You will not be liable for unauthorized use that occurs after you notify [name of card issuer or its designee] at [address], orally or in writing, of the loss, theft, or possible unauthorized use. [You may also contact us on the Web: [Creditor Web or email address]] In any case, your liability will not exceed [insert \$50 or any lesser amount under agreement with the cardholder].

G-2(A)—Liability for Unauthorized Use Model Clause (Plans Other Than Home-Equity Plans)

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at: [address] [address listed on your bill], or call us at [telephone number].

[You may also contact us on the Web: [Creditor Web or email address]]

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In

any case, your liability will not exceed [insert \$50 or any lesser amount under agreement with the cardholder].

G-3—Long-Form Billing-Error Rights Model Form (Home-Equity Plans)

# YOUR BILLING RIGHTS

# KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us [on a separate sheet] at [address] [the address listed on your bill]. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. [You may also contact us on the Web: [Creditor Web or email address]] You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

• Your name and account number.

• The dollar amount of the suspected error.

• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

G-3(A)—Long-Form Billing-Error Rights Model Form (Plans Other Than Home-Equity Plans)

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

[Creditor Name]

[Creditor Address]

[You may also contact us on the Web: [Creditor Web or email address]]

In your letter, give us the following information:

• Account information: Your name and account number.

• Dollar amount: The dollar amount of the suspected error.

• *Description of problem*: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

• Within 60 days after the error appeared on your statement.

• At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your

letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

• We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

• We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

• *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

• *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* [or electronically] at:

[Creditor Name]

[Creditor Address]

[[Creditor Web or e-mail address]]

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

G-4—Alternative Billing-Error Rights Model Form (Home-Equity Plans)

# BILLING RIGHTS SUMMARY

### In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us [on a separate sheet] at [address] [the address shown on your bill] as soon as possible. [You may also contact us on the Web: [Creditor Web or e-mail address]] We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

• Your name and account number.

• The dollar amount of the suspected error.

• Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

### Special Rule for Credit Card Purchases

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) G-4(A)—Alternative Billing-Error Rights Model Form (Plans Other Than Home-Equity Plans)

# What To Do If You Think You Find A Mistake On Your Statement If you think there is an error on your statement, write to us at: [Creditor Name] [Creditor Address] [You may also contact us on the Web: [Creditor Web or e-mail address]]

In your letter, give us the following information:

• Account information: Your name and account number.

• *Dollar amount:* The dollar amount of the suspected error.

• *Description of Problem*: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

• We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

• We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note:Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* [or electronically] at:

[Creditor Name]

[Creditor Address]

[[Creditor Web address]]

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

### G-5-Rescission Model Form (When Opening An Account)

### NOTICE OF RIGHT TO CANCEL

#### 1. Your Right to Cancel.

We have agreed to establish an open-end credit account for you, and you have agreed to give us a [mortgage/lien/security interest] [on/in] your home as security for the account. You have a legal right under federal law to cancel the account, without cost, within three business days after the latest of the following events:

(1) the opening date of your account which is

#### \_\_\_\_; or

- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date your received this notice of your right to cancel the account.

If you cancel the account, the [mortgage/lien/security interest] [on/in] your home is also cancelled. Within 20 days of receiving your notice, we must take the necessary steps to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must return to you any money or property you have given to us or to anyone else in connection with the account.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### 2. How to Cancel.

If you decide to cancel the account, you may do so by notifying us, in writing, at

#### (creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

#### later than midnight of (date) (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Consumer's Signature

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# G-6-Rescission Model Form (For Each Transaction)

### NOTICE OF RIGHT TO CANCEL

#### 1. Your Right to Cancel.

We have extended credit to you under your open-end credit account. This extension of credit will increase the amount you owe on your account. We already have a [mortgage/lien/security interest] [on/in] your home as security for your account. You have a legal right under federal law to cancel the extension of credit, without cost, within three business days after the latest of the following events:

(1) the date of the additional extension of credit which is

#### \_\_\_\_; or

 (2) the date you received your Truth-in-Lending disclosures; or
 (3) the date you received this notice of your right to cancel the additional extension of credit.

If you cancel the additional extension of credit, your cancellation will only apply to the additional amount and to any increase in the [mortgage/lien/security interest] that resulted because of the additional amount. It will not affect the amount you presently owe, and it will not affect the [mortgage/lien/security interest] we already have [on/in] your home. Within 20 calendar days after we receive your notice of cancellation, we must take the necessary steps to reflect the fact that any increase in the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must also return to you any money or property you have given to us or to anyone else in connection with this extension of credit.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### 2. How to Cancel.

If you decide to cancel the additional extension of credit, you may do so by notifying us, in writing, at

#### (creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

(date)

#### later than midnight of

(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Consumer's Signature

### G-7-Rescission Model Form (When Increasing the Credit Limit)

### NOTICE OF RIGHT TO CANCEL

#### 1. Your Right to Cancel.

We have agreed to increase the credit limit on your open-end credit account. We have a [mortgage/lien/security interest] [on/in] your home as security for your account. Increasing the credit limit will increase the amount of the [mortgage/lien/ security interest] [on/in] your home. You have a legal right under federal law to cancel the increase in your credit limit, without cost, within three business days after the latest of the following events:

(1) the date of the increase in your credit limit which is

#### \_\_\_\_\_; or

- (2) the date you received your Truth-in-Lending disclosures; or
- (3) the date you received this notice of your right to cancel the increase in your credit limit.

If you cancel, your cancellation will apply only to the increase in your credit limit and to the [mortgage/lien/security interest] that resulted from the increase in your credit limit. It will not affect the amount you presently owe, and it will not affect the [mortgage/lien/security interest] we already have [on/in] your home. Within 20 calendar days after we receive your notice of cancellation, we must take the necessary steps to reflect the fact that any increase in the [mortgage/lien/security interest] [on/in] your home has been cancelled. We must also return to you any money or property you have given to us or to anyone else in connection with this increase.

You may keep any money or property we have given-you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### 2. How to Cancel.

If you decide to cancel the increase in your credit limit, you may do so by notifying us, in writing, at

#### (creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

### later than midnight of (date) (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Consumer's Signature

### G-8-Rescission Model Form (When Adding a Security Interest)

### NOTICE OF RIGHT TO CANCEL

### 1. Your Right to Cancel.

You have agreed to give us a [mortgage/lien/security interest] [on/in] your home as security for your existing open-end credit account. You have a legal right under federal law to cancel the [mortgage/lien/security\_interest], without cost, within three business days after the latest of the following events:

(1) the date of the [mortgage/lien/security interest]

[mortgage/lien/security interest]

which is \_\_\_\_\_; or

(2) the date you received your Truth-in-Lending disclosures; or(3) the date you received this notice of your right to cancel the

If you cancel the [mortgage/lien/security interest], your cancellation will apply only to the [mortgage/lien/security interest]. It will not affect the amount you owe on your account. Within 20 calendar days after we receive your notice of cancellation, we must take the necessary steps to reflect that any [mortgage/lien/ security interest] [on/in] your home has been cancelled. We

must also return to you any money or property you have given.

to us or to anyone else in connection with this increase.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may make the offer at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### 2. How to Cancel.

If you decide to cancel the [mortgage/lien/security interest] , you may do so by notifying us, in writing, at

(creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

#### later than midnight of (date)

(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Consumer's Signature

### G-9-Rescission Model Form (When Increasing the Security)

### NOTICE OF RIGHT TO CANCEL

### 1. Your Right to Cancel.

You have agreed to increase the amount of the (mortgage/lien/ security interest) [on/in] your home that we hold as security for your open-end credit account. You have a legal right under federal law to cancel the increase, without cost, within three business days after the latest of the following events:

(1) the date of the increase in the security which is

#### \_\_\_\_\_; or

- (2) the date you received your Truth-in-Lending disclosures; or(3) the date you received this notice of your right to cancel the
- increase in the security.

If you cancel the increase in the security, your cancellation will apply only to the increase in the amount of the [mortgage/lien/ security interest]. It will not affect the amount you presently owe on your account, and it will not affect the [mortgage/lien/ security interest] we already have [on/in] your home. Within 20 calendar days after we receive your notice of cancellation, we must take the necessary steps to reflect that any increase in the [mortgage:lien/security interest] [on/in] your home has been cancelled. We must also return to you any money or property you have given to us or to anyone else in connection with this increase.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address shown below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### 2. How to Cancel.

If you decide to cancel the increase in security, you may do so by notifying us, in writing, at

(creditor's name and business address),

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice no matter how you notify us because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no-

later than midnight of (date) (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Consumer's Signature

# G-10(A) Applications and Solicitations Model Form (Credit Cards)

Interest Rates and Interes	st Charges		
Annual Percentage Rate (APR) for Purchases	[Purchase rate] [Description that rate varies and how it is determined, if applicable]		
APR for Balance Transfers	[Balance transfer rate]		
	[Description that rate varies and how it is determined, # applicable]		
APR for Cash Advances	[Cash advance rate]		
	[Description that rate varies and how it is determined, if applicable]		
Penalty APR and When it Applies	[Penalty rate]		
	[Description of events that may result in the penalty rate]		
	[Description of how long penalty rate may apply]		
[How to Avoid Paying Interest on Purchases/ Paying Interest]	[Description of grace period for purchases or statement that no grace period applies]		
[Minimum Interest Charge)/[Minimum Charge]	[Description of minimum interest charge or minimum charge]		
For Credit Card Tipe from the Consumer Financial Protection Bureau	[Reference to the Bureau's Website]		

Fees					
[Annual Fee]/[Set-up and Maintenance Fees]	[Notice of avaitable credit, if applicable] [Description of fees for availability or issuance of credit, such as an annual fee, if applicable]				
Transaction Fees   Balance Transfer  Cash Advance  Foreign Transaction	[Description of balance transfer fee] [Description of cash advance fee] [Description of foreign transaction fee]				
Penalty Fees • Late Payment • Over-the-Credit Limit • Returned Payment	[Description of late payment fee] [Description of over-the-credit limit fee] [Description of returned payment fee]				
Other Fees • Required [insert name of required insurance, or debt cancellation or suspension coverage]	[Description of cost of insurance, or debt cancellation or suspension plans] [Cross reference to additional information, if applicable]				

How We Will Calculate Your Balance: [Description of balance computation method]

Loss of Introductory APR [Circumstances in which introductory rate may be revoked and rate that applies if introductory rate is revoked, if applicable]

[Description that rate that applies after introductory rate is revoked varies and how it is determined, if applicable]

# G-10(B) Applications and Solicitations Sample (Credit Cards)

Annual Percentage Rate	8.99% to 19.99% when you open your account, based on your creditworthiness.			
(APR) for Purchases	After that, your APR will vary with the market based on the Prime Rate.			
APR for Balance Transfers	15.99%			
	This APR will vary with the market based on the Prime Rate.			
APR for Cash Advances	21.99%			
	This APR will vary with the market based on the Prime Rate.			
Penalty APR and When it Applies	<ul> <li>28.99%</li> <li>This APR may be applied to your account if you: <ol> <li>Make a late payment;</li> <li>Go over your credit limit twice in a six-month period;</li> <li>Make a payment that is returned; or</li> <li>Do any of the above on another account that you have with us.</li> </ol> How Long Will the Penalty APR Apply?: If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.</li></ul>			
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not char you any interest on purchases if you pay your entire balance by the due date each mo			
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.			
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore			

Fees		
Annual Fee	None	i.
Transaction Fees		
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater	eater (maximum fee: <b>\$100</b> ).
Cash Advance	Either \$5 or 3% of the amount of each cash advance, whicheve	r is greater.
Foreign Transaction	2% of each transaction in U.S. dollars.	
Penalty Fees		
Late Payment	Up to <b>\$35</b> .	
Over-the-Credit Limit	Up to <b>\$35</b> .	
<ul> <li>Returned Payment</li> </ul>	Up to <b>\$35</b> .	
Other Fees		
<ul> <li>Required Account Protector Plan</li> </ul>	<b>\$0.79</b> per \$100 of balance at the end of each statement period.	See back for details.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

	t Charges				
Annual Percentage Rate (APR) for Purchases	8.99%, 10.99%, or 12.99% introductory APR for one year, based on your creditworthiness.				
	After that, your APR will be <b>14.99%</b> . This APR will vary with the market based on the Prime Rate.				
APR for Balance Transfers	15.99%				
	This APR will vary with the market based on the Prime Rate				
APR for Cash Advances	21.99%				
	This APR will vary with the market based on the Prime Rate				
Penalty APR and When it	28.99%				
Applies	This APR may be applied to your account if you:				
	1) Make a late payment;				
	<ol> <li>Go over your credit limit;</li> <li>Make a payment that is returned; or</li> </ol>				
	<ul><li>4) Do any of the above on another account that you have with us.</li></ul>				
	How Long Will the Penalty APR Apply?: If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.				
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.				
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1,50.				
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore				
Fees					
Set-up and Maintenance Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card).				
	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit				
Fees	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card).				
Annual Fee	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). \$20				
Annual Fee     Account Set-up Fee	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee)				
<ul> <li>Fees</li> <li>Annual Fee</li> <li>Account Set-up Fee</li> <li>Participation Fee</li> </ul>	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee) <b>\$12</b> annually (\$1 per month)				
<ul> <li>Fees</li> <li>Annual Fee.</li> <li>Account Set-up Fee</li> <li>Participation Fee</li> <li>Additional Card Fee</li> </ul>	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee) <b>\$12</b> annually (\$1 per month) <b>\$5</b> annually (if applicable)				
<ul> <li>Fees</li> <li>Annual Fee</li> <li>Account Set-up Fee</li> <li>Participation Fee</li> <li>Additional Card Fee</li> </ul> Transaction Fees	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee) <b>\$12</b> annually (\$1 per month)				
Fees • Annual Fee. • Account Set-up Fee • Participation Fee • Additional Card Fee Transaction Fees • Balance Transfer	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee) <b>\$12</b> annually (\$1 per month) <b>\$5</b> annually (if applicable) Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$100</b> )				
Fees Annual Fee Account Set-up Fee Participation Fee Additional Card Fee Transaction Fees Balance Transfer Cash Advance	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee) <b>\$12</b> annually (\$1 per month) <b>\$5</b> annually (if applicable) Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$100</b> ) Either <b>\$5</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.				
Fees Annual Fee Account Set-up Fee Participation Fee Additional Card Fee Transaction Fees Balance Transfer Cash Advance Foreign Transaction	using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card). <b>\$20</b> <b>\$20</b> (one-time fee) <b>\$12</b> annually (\$1 per month) <b>\$5</b> annually (if applicable) Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$100</b> ) Either <b>\$5</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.				
Fees Annual Fee Account Set-up Fee Participation Fee Additional Card Fee Transaction Fees Balance Transfer Cash Advance Foreign Transaction Penalty Fees	<ul> <li>using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card).</li> <li>\$20</li> <li>\$20 (one-time fee)</li> <li>\$12 annually (\$1 per month)</li> <li>\$5 annually (if applicable)</li> <li>Either \$5 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$100)</li> <li>Either \$5 or 3% of the amount of each cash advance, whichever is greater.</li> <li>2% of each transaction in U.S. dollars.</li> </ul>				

# G-10(C) Applications and Solicitations (Credit Cards)

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)."

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

# G-10(D) Applications and Solicitations Model Form (Charge Cards)

### Payment Information

[A statement that charges incurred through use of the charge card are due when the periodic statement is received]

Fees	
[Annual Fee]/[Set-up and Maintenance Fees]	[Notice of available credit, if applicable]
	[Description of fees for availability or issuance of credit, such as an annual fee, if applicable]
Transaction Fees	
Balance Transfer	[Description of balance transfer fee]
Cash Advance	[Description of cash advance fee]
Foreign Transaction	[Description of foreign transaction fee]
Penalty Fees	
Late Payment	[Description of late payment fee]
Over-the-Credit Limit	[Description of over-the-credit limit fee]
<ul> <li>Returned Payment</li> </ul>	[Description of returned payment fee]

# G-10(E) Applications and Solicitations Sample (Charge Cards)

# **Payment Information**

All charges made on this charge card are due and payable when you receive your periodic statement.

Fees			
Annual Fee	\$50		
Transaction Fees			
Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater (maximum fee: <b>\$100</b> ).		
Cash Advance	Either <b>\$5</b> or <b>3%</b> of the amount of each cash advance, whichever is greater.		
Penalty Fees			
Late Payment	Up to <b>\$35</b> . If you do not pay for two consecutive billing cycles, your fee will be <b>\$35</b> or <b>3%</b> of the past due amount, whichever is greater.		
Over-the-Credit Limit	Up to <b>\$35</b> .		
<ul> <li>Returned Payment</li> </ul>	Up to <b>\$35</b> .		

G-11—Applications and Solicitations Made Available to the General Public Model

Clauses

(a) Disclosure of Required Credit Information

The information about the costs of the card described in this [application]/[solicitation] is accurate as of (*month/year*). This information may have changed after that date. To find out what may have changed, [call us at (*telephone number*)][write to us at (*address*)].

(b) No Disclosure of Credit Information

There are costs associated with the use of this card. To obtain information about these costs, call us at ( *telephone number* ) or write to us at ( *address* ).

G-12 [Reserved]

G-13(A)—Change in Insurance Provider Model Form (Combined Notice)

The credit card account you have with us is insured. This is to notify you that we plan to replace your current coverage with insurance coverage from a different insurer.

If we obtain insurance for your account from a different insurer, you may cancel the insurance.

[Your premium rate will increase to \$ \_\_ per \_\_.]

[Your coverage will be affected by the following:

[] The elimination of a type of coverage previously provided to you.

[(explanation)] [See \_\_\_\_ of the attached policy for details.]

[] A lowering of the age at which your coverage will terminate or will become more restrictive. [(explanation)] [See \_\_\_\_ of the attached policy or certificate for details.]

[] A decrease in your maximum insurable loan balance, maximum periodic benefit payment, maximum number of payments, or any other decrease in the dollar amount of your coverage or benefits. [(explanation)] [See \_\_\_\_ of the attached policy or certificate for details.]

[] A restriction on the eligibility for benefits for you or others. [(explanation)] [See \_\_\_\_ of the attached policy or certificate for details.]

[] A restriction in the definition of "disability" or other key term of coverage. [(explanation)] [See \_\_\_\_ of the attached policy or certificate for details.]

[] The addition of exclusions or limitations that are broader or other than those under the current coverage. [(explanation)] [See \_\_\_\_ of the attached policy or certificate for details.]

[] An increase in the elimination (waiting) period or a change to nonretroactive coverage. [(explanation)] [See \_\_\_\_ of the attached policy or certificate for details).]

[The name and mailing address of the new insurer providing the coverage for your account is (name and address).]

G-13(B)—Change in Insurance Provider Model Form

We have changed the insurer providing the coverage for your account. The new insurer's name and address are (name and address). A copy of the new policy or certificate is attached.

You may cancel the insurance for your account.

### G-14A -- Home Equity Sample

### IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT

This disclosure contains important information about our Home Equity Line of Credit. You should read it carefully and keep a copy for your records.

Availability of Terms: To obtain the terms described below, you must submit your application before January 1, 1990.

If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees that you have paid to us or anyone else in connection with your application.

Security Interest: We will take a mortgage on your home. You could lose your home if you do not meet the obligations in your agreement with us.

**Possible Actions:** Under certain circumstances, we can (1) terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees; (2) refuse to make additional extensions of credit; and (3) reduce your credit limit.

If you ask, we will give you more specific information concerning when we can take these actions.

Minimum Payment Requirements: You can obtain advances of credit for 10 years (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal the greater of \$100 or 1/360th of the outstanding balance plus the finance charges that have accrued on the outstanding balance.

After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance over 5 years (the "repayment period"). During the repayment period, payments will be due monthly. Your minimum monthly payment will equal 1/60th of the balance that was outstanding at the end of the draw period plus the finance charges that have accrued on the remaining balance.

Minimum Payment Example: If you made only the minimum monthly payments and took no other credit advances, it would take 15 years to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of 12%. During that period, you would make 120

monthly payments varying between \$127.78 and \$100.00 followed by 60 monthly payments varying between \$187.06 and \$118.08.

Fees and Charges: To open and maintain a line of credit, you must pay the following fees to us:

- Application fee: \$150 (due at application)
- · Points: 1% of credit limit (due when account opened)
- Annual maintenance fee: \$75 (due each year)

You also must pay certain fees to third parties to open a line. These fees generally total between \$500 and \$900. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

Minimum Draw and Balance Requirements: The minimum credit advance you can receive is \$500. You must maintain an outstanding balance of at least \$100.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for the line.

Variable-Rate Information: The line has a variablerate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum payment can change as a result.

The annual percentage rate includes only interest and not other costs.

The annual percentage rate is based on the value of an index. The index is the monthly average prime rate charged by banks and is published in the *Federal Reserve Bulletin*. To determine the annual percentage rate that will apply to your line, we add a margin to the value of the index.

Ask us for the current index value, margin and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we will send you.

Rate Changes: The annual percentage rate can change each month. The maximum ANNUAL PERCENTAGE RATE that can apply is 18%. Except for this 18% "cap," there is no limit on the amount by which the rate can change during any one-year period.

### G-14B -- Home Equity Sample

### IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT

This disclosure contains important information about our Home Equity Line of Credit. You should read it carefully and keep a copy for your records.

Availability of Terms: All of the terms described below are subject to change.

If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

Security Interest: We will take a mortgage on your home. You could lose your home if you do not meet the obligations in your agreement with us.

**Possible Actions:** We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

You engage in fraud or material misrepresentation in connection with the line.

· You do not meet the repayment terms.

Your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if:

• The value of the dwelling securing the line declines significantly below its appraised value for purposes of the line.

• We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.

· You are in default of a material obligation in the agreement.

• Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit line. • A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.

The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.

Minimum Payment Requirements: You can obtain advances of credit for 10 years (the "draw period"). You can choose one of three payment options for the draw period:

 Monthly interest-only payments. Under this option, your payments will be due monthly and will equal the finance charges that accrued on the outstanding balance during the preceding month.

 Quarterly interest-only payments. Under this option, your payments will be due quarterly and will equal the finance charges that accrued on the outstanding balance during the preceding quarter.

 2% of the balance. Under this option, your payments will be due monthly and will equal 2% of the outstanding balance on your line plus finance charges that accrued on the outstanding balance during the preceding month.

If the payment determined under any option is less than \$50, the minimum payment will equal \$50 or the outstanding balance on your line, whichever is less.

Under both the monthly and quarterly interest-only payment options, the minimum payment will not reduce the principal that is outstanding on your line.

After the draw period ends, you will no longer be able to obtain credit advances and must repay the outstanding balance (the "repayment period"). The length of the repayment period will depend on the balance outstanding at the beginning of it. During the repayment period, payments will be due monthly and will equal 3% of the outstanding balance on your line plus finance charges that accrued on the outstanding balance or \$50, whichever is greater.

Minimum Payment Examples: If you took a single \$10,000 advance and the ANNUAL PERCENTAGE RATE was 9.52%:

Under the monthly interest-only payment option, it would take 18 years and 1 month to pay off the advance if you made only the minimum payments. During that period, you would make 120 payments of \$79.33, followed by 96 payments varying between \$379.33 and \$50 and one final payment of \$10.75.

• Under the 2% of the balance payment option, it would take 10 years and 8 months to pay off the advance if you made only the minimum payments. During that period, you would make 120 payments varying between \$279.33 and \$50, followed by 7 payments of \$50 and one final payment of \$21.53.

Fees and Charges: To open and maintain a line of credit, you must pay us the following fees:

- · Application fee: \$100 (due at application)
- Points: 1% of credit limit (due when account opened)
- Annual maintenance fee: \$50 during the first 3 years, \$75 thereafter (due each year)

You also must pay certain fees to third parties to open a line. These fees generally total between \$500 and \$900. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

Minimum Draw Requirement: The minimum credit advance that you can receive is \$200.

**Tax Deductibility:** You should consult a tax advisor regarding the deductibility of interest and charges for the line.

Variable-Rate Feature: The line has a variable-rate feature, and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result.

The annual percentage rate includes only interest and not other costs.

The annual percentage rate is based on the value of an index. During the draw period, the index is the monthly average prime rate charged by banks. During the repayment period, the index is the weekly average yield on U.S. Treasury securities adjusted to a constant maturity of one year. Information on these indices is published in the *Federal Reserve Bulletin*. To determine the annual percentage rate that will apply to your line, we add a margin to the value of the index.

The initial annual percentage rate is "discounted" -- it is not based on the index and margin used for later rate adjustments. The initial rate will be in effect for the first year your credit line is open.

Ask us for the current index values, margin, discount and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

Rate Changes: The annual percentage rate can change monthly. The maximum ANNUAL PERCENTAGE RATE that can apply is 18%. Apart from this rate "cap," there is no limit on the amount by which the rate can change during any one-year period.

Maximum Rate and Payment Examples: If the AN-NUAL PERCENTAGE RATE during the draw period equaled the 18% maximum and you had an outstanding balance of \$10,000:

• Under the monthly interest-only payment option, the minimum monthly payment would be \$150.

• Under the 2% of the balance payment option, the minimum monthly payment would be \$350.

This annual percentage rate could be reached during the first month of the draw period.

If you had an outstanding balance of \$10,000 during the repayment period, the minimum monthly payment at the maximum ANNUAL PERCENTAGE RATE of 18% would be \$450. This annual percentage rate could be reached during the first month of the repayment period.

Historical Example: The following table shows how the annual percentage rate and the monthly payments for a single \$10,000 credit advance would have changed based on changes in the indices over the past 15 years. For the draw period, the index values for the prime rate are from September of each year. For the repayment period, the index values for the yield on U.S. Treasury securities are from the first week ending in July. While only one payment amount per year is shown, payments under the 2% of the balance payment option and during the repayment period would have varied during each year.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the indices or your payments will change in the future.

•			·	·		
		4-4-4	•• • •	ANNUAL	Monthly Interest-	-
	Year	Index	Margin*	PERCENTAGE RATE	Only Payments	Balance Payments
		%	%	%	(\$)	(\$)
	1974	12.00	2	10.00 **	83.33	283.33
	1975	7.88	2	9.88	82.33	221.55
	1976	7.00	2	9.00	75.00	169.34
	1977	7.13	2	9.13	76.08	133.41
Draw	1978	9.41	2	11.41	95.08	111.89
Period	1979	12.90	2	14.90	124.17	96.46
	1980	12.23	2	14.23	118.58	74.39
	1981	20.08	2	18.00***	150.00	64.13
	1982	13.50	2	15.50	129.17	50.00
_	1983	11.00	2	13.00	108.33	50.00
-	1984	12.17	2	14.17	418.08	50.00
Repayment	1985	7.66	2	9.66	264.01	
Period	1986	6.36	2	8.36	177.96	
	1987	6.71	2	8.71	124.45	
	1988	7.52	2	9.52	87.92	

\* This is a margin we have used recently. \*\* This rate reflects a 4% "discount" we have used recently.

\*\*\*This rate reflects the18% rate cap.

### G-15 -- Home Equity Model Clauses

(a) Retention of Information: This disclosure contains important information about our Home Equity Line of Credit. You should read it carefully and keep a copy for your records.

(b) Availability of Terms: To obtain the terms described below, you must submit your application before (*date*). However the (*description of terms*) are subject to change.

or

All of the terms described below are subject to change.

If these terms change [(other than the annual percentage rate)] and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

(c) Security Interest: We will take a [security interest in/ mortgage on] your home. You could lose your home if you do not meet the obligations in your agreement with us.

(d) Possible Actions: Under certain circumstances, we can (1) terminate your line, require you to pay us the entire outstanding balance in one payment [, and charge you certain fees]; (2) refuse to make additional extensions of credit; (3) reduce your credit limit [; and (4) make specific changes that are set forth in your agreement with us].

If you ask, we will give you more specific information about when we can take these actions.

### or

**Possible Actions:** We can terminate your account, require you to pay us the entire outstanding balance in one payment[, and charge you certain fees] if:

You engage in fraud or material misrepresentation in connection with the line.

You do not meet the repayment terms.

 Your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if:

• The value of the dwelling securing the line declines significantly below its appraised value for purposes of the line.

• We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.

· You are in default of a material obligation in the agreement.

Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit line.

 A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.

· The maximum annual percentage rate is reached.

[The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.]

(e) Minimum Payment Requirements: The length of the [draw period/repayment period] is (*length*). Payments will be due (*frequency*). Your minimum payment will equal (*how payment determined*).

[The minimum payment will not reduce the principal that is outstanding on your line./The minimum payment will not fully repay the principal that is outstanding on your line.] You will then be required to pay the entire balance in a single "balloon" payment. (f) Minimum Payment Example: If you made only the minimum payments and took no other credit advances, it would take (*length of time*) to pay off a credit advance of \$10,000 at an ANNUAL PERCENTAGE RATE of (*recent rate*). During that period, you would make (*number*) (*frequency*) payments of \$\_\_\_\_.

(g) Fees and Charges: To open and maintain a line of credit, you must pay the following fees to us:

(Description of fee) [\$\_\_/\_% of \_\_\_] (When payable)

(Description of fee) [\$\_\_/\_% of \_\_\_] (When payable)

You also must pay certain fees to third parties. These fees generally total [\$\_\_/% of \_\_\_\_/between \$\_\_\_\_ and \$\_\_\_]. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

(h) Minimum Draw and Balance Requirements: The minimum credit advance you can receive is \$\_\_\_\_. You must maintain an outstanding balance of at least \$\_\_\_\_.

(i) Negative Amortization: Under some circumstances, your payments will not cover the finance charges that accrue and "negative amortization" will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.

(j) Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for the line.

(k) Other Products: If you ask, we will provide you with information on our other available home equity lines.

(I) Variable-Rate Feature: The plan has a variable-rate feature and the annual percentage rate (corresponding to the periodic rate) and the [minimum payment/term of the line] can change as a result.

The annual percentage rate includes only interest and not other costs.

The annual percentage rate is based on the value of an index. The index is the (*identification of index*) and is [published in/available from] (*source of information*). To determine the annual percentage rate that will apply to your line, we add a margin to the value of the index.

[The initial annual percentage rate is "discounted" -- it is not based on the index and margin used for later rate adjustments. The initial rate will be in effect for (*period*).]

Ask us for the current index value, margin, [discount,] and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

(m) Rate Changes: The annual percentage rate can change (*frequency*). [The rate cannot increase by more than \_\_\_\_\_percentage points in any one year period./There is no limit on the amount by which the rate can change in any one year period.] [The maximum ANNUAL PER-CENTAGE RATE that can apply is \_\_%./The ANNUAL PERCENTAGE RATE cannot increase by more than \_\_\_\_\_percentage points above the initial rate.] [Ask us for the specific rate limitations that will apply to your credit line.]

(n) Maximum Rate and Payment Examples: If you had an outstanding balance of \$10,000, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of \_\_% would be \$\_\_\_. This annual percentage rate could be reached (when maximum rate could be reached).

(o) Historical Example: The following table shows how the annual percentage rate and the minimum payments for a single \$10,000 credit advance would have changed based on changes in the index over the past 15 years. The index values are from (*when values are measured*). [While only one payment amount per year is shown, payments would have varied during each year.]

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

Year	Index	Margin	ANNUAL PERCENTAGE RATE	Minimum Payment
	(%)	(%)	(%)	(\$)
1975		( )		
1976				
1977				
1978				
1979				
1980				
1981				
1982				
1983				
1984				
1985				
1986				
1987				
1988				
1989				

# G-16(A) Debt Suspension Model Clause

Please enroll me in the optional [insert name of program], and bill my account the fee of [how cost is determined]. I understand that enrollment is not required to obtain credit. I also understand that depending on the event, the protection may only temporarily suspend my duty to make minimum payments, not reduce the balance I owe. I understand that my balance will actually grow during the suspension period as interest continues to accumulate.

[To Enroll, Sign Here]/[To Enroll, Initial Here]. X\_\_\_\_\_\_

# G-16(B) Debt Suspension Sample

Please enroll me in the optional [name of program], and bill my account the fee of \$.83 per \$100 of my month-end account balance. I understand that enrollment is not

required to obtain credit. I also understand that depending on the event, the protection may only temporarily suspend my duty to make minimum payments, not reduce the balance I owe. I understand that my balance will actually grow during the suspension period as interest continues to accumulate.

To Enroll, Initial Here. X\_\_\_\_\_

Interest Rates and Interes	
Annual Percentage Rate (APR) for Purchases	[Purchase rate]
	[Description that rate varies and how it is determined, if applicable]
APR for Balance Transfers	[Balance transfer rate]
	[Description that rate varies and how it is determined, if applicable]
APR for Cash Advances	[Cash advance rate]
	[Description that rate varies and how it is determined, if applicable]
Penalty APR and When it Applies	[Penalty rate]
	[Description of events that may result in the penalty rate]
	[Description of how long penalty rate may apply]
[How to Avoid Paying Interest]/[Paying Interest]	[Description of grace period for purchases, cash advances, balance transfers, or any other credit extended or statement that no grace period applies]
[Minimum Interest Charge]/[Minimum Charge]	[Description of minimum interest charge or minimum charge, if applicable]
For Credit Card Tips from the Consumer Financial Protection Bureau	[Reference to the Bureau's Website]

#### G-17(A) Account-Opening Model Form

Fees				
[Annual Fee)/[Set-up and Maintenance Fees]	[Notice of available credit, if applicable] [Notice of right to reject plan, if applicable] [Description of fees for availability or issuance of credit, such as an annual fee, if			
Transaction Fees   Balance Transfer  Cash Advance  Foreign Transaction	applicable] [Description of balance transfer fee] [Description of cash advance fee] [Description of foreign transaction fee]			
Penalty Fees  • Late Payment  • Over-the-Credit Limit  • Returned Payment	[Description of late payment fee] [Description of over-the-credit limit fee] [Description of returned payment fee]			
Other Fees • Required [insert name of required insurance, or debt cancellation or suspension coverage]	[Description of cost of insurance, or debt cancellation or suspension plans] [Cross reference to additional information, if applicable]			

How We Will Calculate Your Balance: [Description of balance computation method]

Loss of Introductory APR: [Circumstances in which introductory rate may be revoked and rate that applies if introduct rate is revoked, if applicable]

[Description that rate that applies after introductory rate is revoked varies and how it is determined, if applicable]

Billing Rights: [Reference to account agreement for details on billing-error rights]

	×	
17/1	) Account-Op	oning Sampla
<b>T</b> -1/11	)) ACCOUNT-OD	ening Sample

Annual Percentage Rate	8.99%		
(APR) for Purchases	This APR will vary with the market based on the Prime Rate.		
APR for Balance Transfers	15.99%		
	This APR will vary with the market based on the Prime Rate.		
APR for Cash Advances	21.99%		
	This APR will vary with the market based on the Prime Rate.		
Penalty APR and When it	28.99%		
Applies	This APR may be applied to your account if you:		
	1) Make a late payment;		
	2) Go over your credit limit twice in a six-month period;		
	3) Make a payment that is returned; or		
	<ol><li>Do any of the above on another account that you have with us.</li></ol>		
	How Long Will the Penalty APR Apply?: If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.		
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.		
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.		
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore		

Fees	
Annual Fee	None
Transaction Fees	
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$100).
Cash Advance	Either \$5 or 3% of the amount of each cash advance, whichever is greater.
Foreign Transaction	2% of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to <b>\$35</b> .
Over-the-Credit Limit	Up to <b>\$35</b> .
Returned Payment	Up to <b>\$35</b> .
Other Fees	
Required Account     Protector Plan	\$0.79 per \$100 of balance at the end of each statement period. See back for details.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Interest Rates and Interes	t Charges
Annual Percentage Rate (APR) for Purchases	8.99% introductory APR for one year.
a second a second second second	After that, your APR will be <b>14.99%</b> . This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	15.99%
	This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	21.99%
	This APR will vary with the market based on the Prime Rate.
Penalty APR and When it	28.99%
Applies	This APR may be applied to your account if you:
	1) Make a late payment;
	<ol> <li>Go over your credit limit;</li> <li>Make a payment that is returned; or</li> </ol>
	4) Do any of the above on another account that you have with us.
	How Long Will the Penalty APR Apply?: If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Set-up and Maintenance Fees	NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. Based on your initial credit limit of \$250, your initial available credit will be only about \$209 (or about \$204 if you choose to have an additional card).
	You may still reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges.
Annual Fee	\$20
Account Set-up Fee	\$20 (one-time fee)
<ul> <li>Participation Fee</li> </ul>	\$12 annually (\$1 per month)
Additional Card Fee	\$5 annually (if applicable)
Transaction Fees	
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater (maximum fee: \$100).
Cash Advance	Either \$5 or 3% of the amount of each cash advance, whichever is greater.
<ul> <li>Foreign Transaction</li> </ul>	2% of each transaction in U.S. dollars.
Penalty Fees	
Late Payment	Up to \$35.
Over-the-Credit Limit	Up to <b>\$35</b> .
<ul> <li>Returned Payment</li> </ul>	Up to <b>\$35</b> .

### G-17(C) Account-Opening Sample

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Loss of Introductory APR: We may end your introductory APR and apply the Penalty APR if you make a late payment.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

## G-17(D) Account-Opening Sample (Line of Credit)

Interest Rate and Interest Charges	
APR for Cash Advances	18.00%.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
Paying interest	You will be charged interest from the transaction date.

Fees	
Annual Fee	\$20
Penalty Fees	
Late Payment	\$10
Over-the-Credit Limit	\$29

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

G-18(A) Periodic	: Statement Transaction	s; Interest Charges; Fees Sample	e

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
5884186PS0388W6YM	2/22	2/23	Store #1	\$2.05
0544400060ZLV72VL	2/24	2/25	Store #2	\$12.11
854338203FS8000Z5	2/25	2/25	Pymt Thank You	\$450.00
55541860705RDYD0X	2/25	2/26	Store #3	\$4.63
554328608008W90M0	2/25	2/26	Store #4	\$114.95
054830709LYMRPT4L	2/25	2/26	Store #5	\$7.35
564891561545KOSHD	2/25	2/26	Store #6	\$14.35
841517877845AKOJIO	2/25	2/26	Store #7	\$40.35
895848561561894KOH	2/26	2/27	Store #8	\$27.68
1871556189456SAMKL	2/26	2/27	Store #9	\$124.76
1542202074TWWZV48	2/26	2/26	Cash Advance	\$121.50
2564894185189LKDFID	2/27	2/28	Store #10	\$32.87
4545754784KOHUIOS	2/27	3/1	Balance Transfer	\$785.00
2564561023184102315	2/28	3/1	Store #11	\$14.78
14547847586KDDL564	2/28	2/28	Cash Advance	\$196.50
55542818705RASD0X	3/1	3/2	Store #12	\$3.76
289189194ASDS8744	3/1	3/3	Store #13	\$13.45
178105417841045784	3/2	3/4	Store #14	\$2.35
045148714518979874	3/4	3/5	Store #13	\$13.45
8458152156181SDSA	3/5	3/6	Store #15	\$25.00
31289105205648AWD	3/11	3/12	Store #16	\$7.34
04518478415615ASD	3/11	3/16	Store #17	\$10.56
0547810544898718AF	3/15	3/17	Store #18	\$24.50
056489413216848OP	3/16	3/17	Store #19	\$8.76
054894561564ASDW	3/17	3/18	Store #20	\$14.23
5648974891AD98156	3/19	3/20	Store #21	\$23.76
		Fa	995	
9525156489SFD4545Q	2/23	2/23	Late Fee	\$35.00
564156156470JSNDS	2/26	2/26	Cash Advance Fee	\$5.00
84151564SADS8745H	2/27	2/27	Balance Transfer Fee	\$23.55
256489156189451516L	2/28	2/28	Cash Advance Fee	\$5.90
			TOTAL FEES FOR THIS PERIOD	\$69.45
		Interest	Charged	
			Interest Charge on Purchases	\$6.31
			Interest Charge on Cash Advances	\$4.58
			TOTAL INTEREST FOR THIS PERIOD	\$10.89

2012 Totals Year-to-Da	to
Total fees charged in 2012	\$90.14
Total interest charged in 2012	\$18.27

G-18(B)—Late Payment Fee Sample

Late Payment Warning: If we do not receive your minimum payment by the

date listed above, you may have to pay a \$35 late fee and your APRs may be increased up

to the Penalty APR of 28.99%.

## G-18(C)(1) Minimum Payment Warning (When Amortization Occurs and the 36-month Disclosures Are Required)

#### Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

and each month you pay Only the minimum payment	10 years	\$3,284
\$62	3 years	\$2,232 (Savings=\$1,052)

If you would like information about credit counseling services, call 1-800-xxx-xxxx.

## G-18(C)(2) Minimum Payment Warning (When Amortization Occurs and the 36-month Disclosures Are Not Required)

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Only the minimum payment	14 months	\$130
If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of

If you would like information about credit counseling services, call 1-800-xxx-xxxx.

## G-18(C)(3) Minimum Payment Warning (When Negative or No Amortization Occurs)

**Minimum Payment Warning:** Even if you make no more charges using this card, if you make only the minimum payment each month we estimate **you will never pay off the balance shown on this statement** because your payment will be less than the interest charged each month.

If you make more than the minimum payment each period, you will pay less in interest and pay off your balance sooner. For example, if you instead paid **\$74** per month, you would pay off the balance shown on this statement in around **3 years**.

If you would like information about credit counseling services, call 1-800-xxx-xxxx.

## <u>G-18(D) Periodic Statement New Balance, Due Date, Late Payment and</u> <u>Minimum Payment Sample (Credit Cards)</u>

Payment Information	
New Balance	\$1,784.53
Minimum Payment Due	\$53.00
Payment Due Date	4/20/12

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 and your APRs may be increased up to the Penalty APR of 28.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of.,.
Only the minimum payment	10 years	\$3,284
\$62	3 years	\$2,232 (Savings= <b>\$</b> 1,052)

If you would like information about credit counseling services, call 1-800-xxxxxxx. G-18(E) [Reserved]

#### G-18(F) Periodic Statement Form

XXX Bank Credit Card Account Statement Account Number XXXX XXXX XXXX XXXX February 21, 2012 to March 22, 2012

**Payment Information** 

Summary of Account	Activity
Previous Balance	\$535.07
Payments	-\$450.00
Other Credits	-\$13.45
Purchases	+\$529.57
Balance Transfers	+\$785.00
Cash Advances	+\$318,00
Past Due Amount	+\$0.00
Fees Charged	+\$69.45
Interest Charged	+\$10.89
New Balance	\$1,784.53
Credit limit	\$2,000.00
Available credit	\$215.47
Statement closing date	3/22/2012
Days in billing cycle	30
QUESTIONS?	
Call Customer Service	1-XXX-XXX-XXXX
Lost or Stolen Credit Card	1-XXX-XXX-XXXX

New Balance		\$1,784.5
Minimum Payment Due		\$53.0
Payment Due Date		4/20/1
Late Payment Warning payment by the date list fee of up to \$35 and you Penalty APR of 28.99%	ted above, you may he ur APRs may be incre	ave to pay a late
Minimum Payment Wa payment each period, yo		
take you longer to pay o		
take you longer to pay o If you make no additional charges using this card and	ff your balance. For each of the balance shown on this statement in	xample: And you will end up paying an estimated

If you would like information about credit counseling services, call 1-800-XXX-XXXX.

Please send billing inquiries and correspondence to: PO Box XXXX, Anytown, Anystate XXXXX

#### Important Changes to Your Account Terms

The following is a summary of changes that are being made to your account terms. Changes to APRs described below are due to changes in market conditions. For more detailed information, please refer to the booklet enclosed with this statement.

These changes will impact your account as follows:

Transactions made on or after 4/9/12: As of 5/10/12, changes to APRs described below will apply to these transactions.

Transactions made before 4/9/12: Current APRs will continue to apply to these transactions.

If you are already being charged a higher Penalty APR for purchases: In this case, changes to APRs described below will not go into effect at this time. These changes will go into effect when the Penalty APR no longer applies to your account.

	Revised Terms, as of 5/10/12
APR for Purchases	16.99%

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
5884186PS0388W6YM	2/22	2/23	Store #1	\$2.05
0544400060ZLV72VL	2/24	2/25	Store #2	\$12.11
55541860705RDYD0X	2/24	2/25	Store #3	\$4.63
554328608008W90M0	2/24	2/25	Store #4	\$114.95
054830709LYMRPT4L	2/24	2/25	Store #5	\$7.35
854338203FS8000Z5	2/25	2/25	Pymt Thank You	\$450.00-
			(transactions continued	on next page)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 2

Please detach this portion and return with your payment to insure proper credit. Retain upper portion for your records

Account Number:	XXXX XXXX XXXX XXXX
New Balance	\$1,784.53
Minimum Payment Due	\$53.00
Payment Due Date	4/20/12
AMOUNT ENCLOSED:	

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\*\*\*\*\*\*\*

Please indicate address change and additional cardholder requests on the reverse side.

XXX Bank P.O. Box XXXX Anytown, Anystate XXXXX

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## G-18(F) Periodic Statement Form (contd.)

XXX Bank Credit Card Account Statement Account Number XXXX XXXX XXXX XXXX February 21, 2012 to March 22, 2012

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amoun
564891561545KOSHD	2/25	2/26	Store #6	\$14.35
841517877845AKOJIO	2/25	2/26	Store #7	\$40.35
895848561561894KOH	2/26	2/27	Store #8	\$27.68
1871556189456SAMKL	2/26	2/27	Store #9	\$124.76
1542202074TWWZV48	2/26	2/26	Cash Advance	\$121.50
2564894185189LKDFID	2/27	2/28	Store #10	\$32.87
4545754784KOHUIOS	2/27	3/1	Balance Transfer	\$785.00
14547847586KDDL564	2/28	2/28	Cash Advance	\$196.50
2564561023184102315	2/28	3/1	Store #11	\$14.76
55542818705RASD0X	3/1	3/2	Store #12	\$3.76
289189194ASDS8744	3/1	3/3	Store #13	\$13.45
178105417841045784	3/2	3/6	Store #14	\$2.35
045148714518979874	3/4	3/5	Store #13	\$13.45-
8456152156181SDSA	3/5	3/12	Store #15	\$25.00
31289105205648AWD	3/11	3/12	Store #16	\$7.34
04518478415615ASD	3/11	3/16	Store #17	\$10.56
0547810544898718AF	3/15	3/17	Store #18	\$24.50
056489413216848OP	3/16	3/17	Store #19	\$8.76
054894561564ASDW	3/17	3/18	Store #20	\$14.23
5648974891AD98156	3/19	3/20	Store #21	\$23.76
		Fe	Ies	
9525156489SFD4545Q	2/23	2/23	Late Fee	\$35.00
564156156470JSNDS	2/26	2/26	Cash Advance Fee	\$5.00
84151564SADS8745H	2/27	2/27	Balance Transfer Fee	\$23.55
256489156189451516L	2/28	2/28	Cash Advance Fee	\$5.90
			TOTAL FEES FOR THIS PERIOD	\$69.45
		Interest	Charged	
			Interest Charge on Purchases	\$6.31
			Interest Charge on Cash Advances	\$4.58
			TOTAL INTEREST FOR THIS PERIOD	\$10.89
		2012 Totals	Year-to-Date	
	Total fees charged i	n 2012	\$90.14	
	Total interest charge	ed in 2012	\$18.27	
	Construction of the state of th	and a state of the second s	ang dan mang dan kanala kana kana na mang mang mang dan kana kana kana kana kana kana kana	

Innual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
14.99% (v)	\$512.14	\$6.31
21.99% (v)	\$253.50	\$4.58
0.00%	\$637.50	\$0.00
	14.99% (v) 21.99% (v)	Innual Percentage Rate (APR)         Interest Rate           14.99% (v)         \$512.14           21.99% (v)         \$253.50

Page 2 of 2

#### G-18(G) Periodic Statement Form

XXX Bank Credit Card Account Statement Account Number XXXX XXXX XXXX XXXX February 21, 2012 to March 22, 2012

Previous Balance	\$80.52
Payments	-\$50.00
Other Credits	+\$0.00
Purchases	+\$52.13
Balance Transfers	+\$0.00
Cash Advances	+\$0.00
Past Due Amount	+\$0.00
Fees Charged	+\$37.00
Interest Charged	+\$0.00
New Balance	\$119.65
Credit limit	\$2,000.00
Available credit	\$1,880.35
Statement closing date	3/22/2012
Days in billing cycle	30
DUESTIONS?	
Call Customer Service	1-XXX-XXX-XXX
ost or Stolen Credit Card	1-XXX-XXX-XXXX

New Balance	\$119.6
Minimum Payment Due	\$10.0
Payment Due Date	4/20/1
	g: If we do not receive your minimum and above you may have to pay a \$35
payment by the date lis	ed above, you may have to pay a \$35 may be increased up to the Penalty

If you make no	You will pay off the	And you will
additional charges	balance shown on	end up paying
using this card and	this statement in	an estimated
each month you pay	about	total of
Only the minimum payment	14 months	\$130

call 1-800-XXX-XXXX.

Please send billing inquiries and correspondence to: PO Box XXXX, Anytown, Anystate XXXXX

#### Notice of Changes to Your Interest Rates

You have triggered the Penalty APR of 28.99%. This change will impact your account as follows: <u>Transactions made on or after 4/9/12</u>: As of 5/10/12, the Penalty APR will apply to these transactions. We may keep the APR at this level indefinitely.

<u>Transactions made before 4/9/12</u>: Current rates will continue to apply to these transactions. However, if you become more than 60 days late on your account, the Penalty APR will apply to those transactions as well.

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
		Payments and	d Other Credits	
854338203FS8OO0Z5	2/25	2/25	Pymt Thank You	\$50.00-
		Purc	hases	
5884186PS0388W6YM	2/22	2/23	Store #1	\$2.05
0544400060ZLV72VL	2/24	2/25	Store #2	\$2.11
55541860705RDYD0X	2/24	2/25	Store #3	\$4.63
554328608008W90M0	2/24	2/25	Store #4	\$4.95
054830709LYMRPT4L	2/24	2/25	Store #5	\$7.35
564891561545KOSHD	2/25	2/26	Store #6	\$4.35
841517877845AKOJIO	2/25	2/26	Store #7	\$2.35
895848561561894KOH	2/26	2/27	Store #8	\$7.68
1871556189456SAMKL	2/26	2/27	Store #9	\$4.76
2564894185189LKDFID	2/27	2/28	Store #10	\$2.87
55542818705RASD0X	3/1	3/2	Store #11	\$3.76
178105417841045784	3/2	3/6	Store #12	\$2.35
8456152156181SDSA	3/5	3/12	Store #13	\$2.92
			(transactions continued	d on next page)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 2

Please detach this portion and return with your payment to insure proper credit. Retain upper portion for your records.

Account Number:	XXXX XXXX XXXX XXXX
New Balance	\$119.65
Minimum Payment Due	\$10.00
Payment Due Date	4/20/12

Please indicate address change and additional cardholder requests on the reverse side.

XXX Bank P.O. Box XXXX Anytown, Anystate XXXXX

#### XXX Bank Credit Card Account Statement Account Number XXXX XXXX XXXX XXXX February 21, 2012 to March 22, 2012

Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
		Fe	les	
9525156489SFD4545Q	2/23	2/23	Late Fee	\$35.00
564156156470JSNDS	3/22	3/22	Minimum Charge	\$2.00
			TOTAL FEES FOR THIS PERIOD	\$37.00
		Interest	Charged	
			Interest Charge on Purchases	\$0.00
			Interest Charge on Cash Advances	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
		2012 Totals	Year-to-Date	
Te	otal fees charged in	2012	\$90.14	
T	otal interest charge	d in 2012	\$18.27	

Your Annual Percentage	Rate (APR) is the annual interest rate on ye	our account.	
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	14.99% (v)	\$113.80	\$0.00
Cash Advances	21.99% (v)	\$0.00	\$0.00
Balance Transfers	0.00%	\$0.00	\$0.00
(v) = Variable Rate			

G-18(H)—Deferred Interest Periodic Statement Clause

[You must pay your promotional balance in full by [date] to avoid paying accrued

interest charges.]

## G-19 Checks Accessing a Credit Card Sample

APR for Check Transactions	<ul><li>1.7% (Promotional APR through your November 2012 billing cycle)</li><li>After November 2012, you will be charged the APR for Cash Advances, currently 21.99%.</li></ul>
Use by Date	You must use the check by 4/1/12 for the promotional APR to apply. If you use the check after that date, we may still honor the check but you will not receive the promotional APR. Instead, the standard APR for Cash Advances will apply.
Fee	Either \$5 or 3% of the amount of each transaction, whichever is greater.
Paying Interest	We will begin charging interest on these checks on the transaction date.

# G-20 Change-in-Terms Sample (Increase in Annual Percentage Rate)

## Important Changes to Your Account Terms

The following is a summary of changes that are being made to your account terms. For more detailed information, please refer to the booklet enclosed with this statement.

These changes will impact your account as follows:

Transactions made on or after 4/9/12: As of 5/10/12, any changes to APRs described below will apply to these transactions.

Transactions made before 4/9/12: Current APRs will continue to apply to these transactions.

If you are already being charged a higher Penalty APR for purchases: In this case, any changes to APRs described below will not go into effect at this time. These changes will go into effect when the Penalty APR no longer applies to your account.

F	levised Terms, as of 5/10/12	
APR for Purchases	16.99%	

### G-21 Change-in-Terms Sample (Increase in Fees)

#### Important Changes to Your Account Terms

The following is a summary of changes that are being made to your account terms. These changes will take effect on 5/10/12. For more detailed information, please refer to the booklet enclosed with this statement.

You have the right to reject these changes, unless you become more than 60 days late on your account. However, if you do reject these changes you will not be able to use your account for new transactions. You can reject the changes by calling us at 1-800-xxx-xxxx.

Rev	ised Terms, as of 5/10/12
Late Payment Fee	Up to <b>\$35</b> .
Returned Payment Fee	Up to \$35.

## G-22 Penalty Rate Increase Sample (Payment 60 or Fewer Days Late)

## Notice of Changes to Your Interest Rates

You have triggered the Penalty APR of 28.99%. This change will impact your account as follows:

<u>Transactions made on or after 4/9/12</u>: As of 5/10/12, the Penalty APR will apply to these transactions. We may keep the APR at this level indefinitely.

<u>Transactions made before 4/9/12</u>: Current rates will continue to apply to these transactions. However, if you become more than 60 days late on your account, the Penalty APR will apply to those transactions as well.

## G-23 Penalty Rate Increase Sample (Payment More Than 60 Days Late)

## Notice of Changes to Your Interest Rates

You have triggered the Penalty APR of 28.99% because we did not receive your minimum payment within 60 days of the due date. As of 5/10/12, the Penalty APR will apply to all existing balances and new transactions on your account.

If you make six consecutive minimum payments starting with your first payment due after 5/10/12, your rate for transactions made before 4/9/12 will return to the Standard APR. If you do not make these six consecutive minimum payments, we may keep the Penalty APR on your account indefinitely.

## G-24—Deferred Interest Offer Clauses

(a) For Credit Card Accounts Under an Open-End (Not Home-Secured)

Consumer Credit Plan

[Interest will be charged to your account from the purchase date if the purchase

balance is not paid in full within the/by [deferred interest period/date] or if you make a

late payment.]

(b) For Other Open-End Plans

[Interest will be charged to your account from the purchase date if the purchase

balance is not paid in full within the/by [deferred interest period/date] or if your account

is otherwise in default.]

G-25(A)—Consent Form for Over-the-Credit Limit Transactions

Your choice regarding over-the-credit limit coverage

Unless you tell us otherwise, we will decline any transaction that causes you to go over your credit limit. If you want us to authorize these transactions, you can request over-the-credit limit coverage. If you have over-the-credit limit coverage and you go over your credit limit, we will charge you a fee of up to \$35. We may also increase your APRs to the Penalty APR of XX.XX%. You will only pay one fee per billing cycle, even if you go over your limit multiple times in the same cycle.

Even if you request over-the-credit limit coverage, in some cases we may still decline a transaction that would cause you to go over your limit, such as if you are past due or significantly over your credit limit.

If you want over-the-limit coverage and to allow us to authorize transactions that go over your credit limit, please:

—Call us at [telephone number];

-Visit [website]; or

---Check or initial the box below, and return the form to us at [address].

\_ I want over-the-limit coverage. I understand that if I go over my credit limit, my APRs may be increased and I will be charged a fee of up to \$35. [I have the right to cancel this coverage at any time.]

[\_ I do not want over-the-limit coverage. I understand that transactions that

exceed my credit limit will not be authorized.]

Printed Name:\_\_\_\_\_

Date:\_\_\_\_\_

[Account Number]:\_\_\_\_\_

G-25(B)—Revocation Notice for Periodic Statement Regarding Over-the-Credit Limit Transactions You currently have over-the-credit limit coverage on your account, which means that we pay transactions that cause you go to over your credit limit. If you do go over your credit limit, we will charge you a fee of up to \$35. We may also increase your APRs. To remove over-the-credit-limit coverage from your account, call us at 1-800xxxxxx or visit [insert web site]. [You may also write us at: [insert address].]

[You may also check or initial the box below and return this form to us at: [insert address].

\_ I want to cancel over-the-limit coverage for my account.

Printed Name:\_\_\_\_\_

Date:\_\_\_\_\_

[Account Number]:\_\_\_\_\_

APPENDIX H TO PART 1026— CLOSED-END MODEL FORMS AND CLAUSES

H-1 Credit Sale Model Form (§ 1026.18)

H-2 Loan Model Form (§ 1026.18)

H-3 Amount Financed Itemization Model Form (§ 1026.18(c))

H-4(A) Variable-Rate Model Clauses (§ 1026.18(f)(1))

H-4(B) Variable-Rate Model Clauses (§ 1026.18(f)(2))

H-4(C) Variable-Rate Model Clauses (§ 1026.19(b))

H-4(D) Variable-Rate Model Clauses (§ 1026.20(c))

H-4(E) Fixed-Rate Mortgage Interest Rate and Payment Summary Model Clause

(§ 1026.18(s))

H-4(F) Adjustable-Rate Mortgage or Step-Rate Mortgage Interest Rate and Payment

Summary Model Clause (§ 1026.18(s))

H-4(G) Mortgage with Negative Amortization Interest Rate and Payment Summary Model Clause (§ 1026.18(s))

H-4(H) Fixed-Rate Mortgage with Interest-Only Interest Rate and Payment Summary

Model Clause (§ 1026.18(s))

H-4(I) Adjustable-Rate Mortgage Introductory Rate Disclosure Model Clause

(§ 1026.18(s)(2)(iii))

- H-4(J) Balloon Payment Disclosure Model Clause (§ 1026.18(s)(5))
- H-4(K) No Guarantee to Refinance Statement Model Clause (§ 1026.18(t))
- H-5 Demand Feature Model Clauses (§ 1026.18(i))
- H-6 Assumption Policy Model Clause (§ 1026.18(q))
- H-7 Required Deposit Model Clause (§ 1026.18(r))
- H-8 Rescission Model Form (General) (§ 1026.23)
- H-9 Rescission Model Form (Refinancing (with Original Creditor)) (§ 1026.23)
- H-10 Credit Sale Sample
- H-11 Installment Loan Sample
- H-12 Refinancing Sample
- H-13 Mortgage with Demand Feature Sample
- H-14 Variable-Rate Mortgage Sample (§ 1026.19(b))
- H-15 Graduated-Payment Mortgage Sample
- H-16 Mortgage Sample
- H-17(A) Debt Suspension Model Clause
- H-17(B) Debt Suspension Sample
- H-18 Private Education Loan Application and Solicitation Model Form

- H-19 Private Education Loan Approval Model Form
- H-20 Private Education Loan Final Model Form
- H-21 Private Education Loan Application and Solicitation Sample
- H-22 Private Education Loan Approval Sample
- H-23 Private Education Loan Final Sample

### H-1-Credit Sale Model Form

ANNUAL PERCENTAGE RATE The cost of your cre as a yearly rate. %	The dollar amount	Amount Financed The amount of credit provided to you or on your behalf. S	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$	Total Sale Price The total cost of your pur- chase on credit, including your downpayment of \$	
You have the right to a least to a le		n itemization of the An not want an itemizatio		ii	
Number of Payments	Amount of Payments	When Payments A	Are Due		
Insurance Credit life insurance and agree to pay the	•	insurance are not requi	ired to obtain credit, and	will not be provided unless yo	ou sign
Type	Premium	Signature			
Credit Life		I want credi	t life		
		insurance.	Signature		
Credit Disability		I want credi			
Credit Life and		insurance.	Signature t life and		;
Disability		disability in			
from (creditor Security: You are g the goods or	pperty insurance from a you will pay S living a security interest property being purcha- ion of other property).	: in:	; acceptable to (credit	or). If you get the insuran	ce
Filing fees S	No	n-filing insurance S			
Late Charge: If a pa	yment is late, you will l	be charged \$	% of th	e payment.	
	ill not have to pay	a penalty. to a refund of part of t	he finance charge.		
	ocuments for any addit and prepayment refund		t nonpayment, default, a	ny required repayment in full b	efore
e means an estimate					

### H-2-Loan Model Form

ANNUAL PERCENTAGE RATE The cost of your cre as a yearly rate. %		FINANCE CHARGE The dollar amount the credit will cost you.	Fina The provi	OUNT anced amount of credit ided to you or on behalf.	Total of Payments The amount have paid aff have made a as scheduled \$	you will er you Il payments	
		100 C					
I want an iter	niz			ization of the Ame ant an itemization.		d.	_
Your payment sche							
Number of Payment	s	Amount of Payments		When Payments Ar	e Due		
	$\downarrow$	· · · · · · · · · · · · · · · · · · ·					
	1						
				L			
Insurance Credit life insurance and agree to pay th			nsurar	nce are not requir	ed to obtain	credit, and	s will not be provided unless you sign
Туре	P	remium		Signature			
Credit Life	1			I want credit	life		
				insurance.		Signature	
Credit Disability	1			I want credit	disability		
				insurance.		Signature	
Credit Life and	1			I want credit	life and		
Disability				disability ins	urance.	Signature	
from (credito Security: You are the goods o	givi r pi	erty insurance from a you will pay S_ ing a security interest roperty being purcha not other property).	in:		acceptable to	) (credit	tor). If you get the insurance
Filing fees S				g insurance S			
Late Charge: If a p	ayn	nent is late, you will	be cha	arged \$	/	% of th	e payment.
	vill vill	not have to pay not be entitled	to a re	efund of part of th			
		uments for any addit d prepayment refund			t nonpaymen	t, default, a	ny required repayment in full before
e means an estimat	e						

## H-3-Amount Financed Itemization Model Form

Itemization of the Amount Financed of \$\_\_\_\_\_

\$\_\_\_\_\_ Amount given to you directly

Amount paid on your account

Amount paid to others on your behalf

\$ to [public officials] [credit bureau] [appraiser] [insurance company]
\$ to (name of another creditor)
\$ to (other)

Prepaid finance charge

### H-4(A)-Variable-Rate Model Clauses

The annual percentage rate may increase during the term of this transaction if:         [the prime interest rate of (creditor) increases.]         [the balance in your deposit account falls below \$]         [you terminate your employment with (employer) .]
[The interest rate will not increase above%.] [The maximum interest rate increase at one time will be%.] [The rate will not increase more than once every (time period) .]
Any increase will take the form of: [higher payment amounts.] [more payments of the same amount.] [a larger amount due at maturity.]
Example based on the specific transaction
[If the interest rate increases by% in (time period),
[your regular payments will increase to \$]
[you will have to make additional payments.] [your final payment will increase to \$]]
Example based on a typical transaction
[If your loan were for \$% for (term) and the rate increased to% in (time period),
[your regular payments would increase by \$]
[you would have to make additional payments.] [your final payment would increase by \$]]
[your final payment would increase by $\phi_{$

### H-4(B)-Variable-Rate Model Clauses

Your loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to you earlier.

H-4(C)—Variable-Rate Model Clauses

This disclosure describes the features of the adjustable-rate mortgage (ARM)

program you are considering. Information on other ARM programs is available upon

request.

### How Your Interest Rate and Payment Are Determined

• Your interest rate will be based on [an index plus a margin] [a formula].

• Your payment will be based on the interest rate, loan balance, and loan term.

---[The interest rate will be based on (identification of index) plus our margin.

Ask for our current interest rate and margin.]

---[The interest rate will be based on (identification of formula). Ask us for our

current interest rate.]

—Information about the index [formula for rate adjustments] is published [can be found] \_\_\_\_\_\_.

—[The initial interest rate is not based on the (index) (formula) used to make later adjustments. Ask us for the amount of current interest rate discounts.]

How Your Interest Rate Can Change

• Your interest rate can change (frequency).

• [Your interest rate cannot increase or decrease more than \_\_\_\_\_ percentage points at each adjustment.]

• Your interest rate cannot increase [or decrease] more than \_\_\_\_\_ percentage points over the term of the loan.

### How Your Payment Can Change

• Your payment can change (frequency) based on changes in the interest rate.

• [Your payment cannot increase more than (amount or percentage) at each adjustment.]

• You will be notified in writing <u>days</u> days before the due date of a payment at a new level. This notice will contain information about your interest rates, payment amount, and loan balance.

• [You will be notified once each year during which interest rate adjustments, but no payment adjustments, have been made to your loan. This notice will contain information about your interest rates, payment amount, and loan balance.]

• [For example, on a \$10,000 [term] loan with an initial interest rate of \_\_\_\_\_ [(the rate shown in the interest rate column below for the year 19 \_\_\_\_\_)] [(in effect (month) (year)], the maximum amount that the interest rate can rise under this program is \_\_\_\_\_

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percentage points, to \_\_\_\_\_%, and the monthly payment can rise from a first-year payment of \$\_\_\_\_\_ to a maximum of \$\_\_\_\_\_ in the \_\_\_\_\_ year. To see what your payments would be, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount. (For example, the monthly payment for a mortgage amount of \$60,000 would be:  $60,000 \div 10,000 = 6; 6 \times \___ = $____ per month.$ )

## [Example

The example below shows how your payments would have changed under this ARM program based on actual changes in the index from 1982 to 1996. This does not necessarily indicate how your index will change in the future.

The example is based on the following assumptions:

Amount	\$10,000
Term	
Change date	
Payment adjustment	(frequency)
Interest adjustment	(frequency)
[Margin]*	
Caps [periodic interest rate cap]	
[lifetime interest rate cap	
[payment cap]	
[Interest rate carryover]	

[Negative amortization]

[Interest rate discount]\*\*

Index......(identification of index or formula)

\*This is a margin we have used recently, your margin may be different.

**\*\***This is the amount of a discount we have provided recently; your loan may be

discounted by a different amount.]

		Margin	Interest	Monthly	Remaining
	Index	(Percentage	Rate	Payment	Balance
Year	(%)	points)	(%)	(\$)	(\$)
1982					
1983					
1984					
1985					
1986					
1987					
1988					
1989					
1990					
1991					

1992			
1993			
1994			
1995			
1996			

Note: To see what your payments would have been during that period, divide your

mortgage amount by \$10,000; then multiply the monthly payment by that amount. (For

example, in 1996 the monthly payment for a mortgage amount of \$60,000 taken out in

1982 would be: \$60,000÷\$10,000=6; 6×\_\_\_\_=\$\_\_\_\_ per month.)

## H-4(D)—Variable-Rate Model Clauses

Your new interest rate will be \_\_\_\_\_%, which is based on an index value of \_\_\_\_\_%.

Your previous interest rate was \_\_\_\_\_%, which was based on an index value of \_\_\_\_\_%. [The new interest rate does not reflect a change of \_\_\_\_\_ percentage point in the index value which was not added

### because of \_\_\_\_\_.]

[The new payment will be \$\_\_\_\_\_.] [Your new loan balance is \$\_\_\_\_\_.]

[Your (new) (existing) payment will not be sufficient to cover the interest due and the difference will be added to the loan amount. The payment amount needed to pay your loan in full by the end of the term at the new interest rate is \$\_\_\_\_\_\_] [The following interest rate adjustments have been implemented this year without changing your payment: \_\_\_\_\_\_\_. These interest rates were based on the following index values: \_\_\_\_\_\_.]

#### H-4(E) Fixed Rate Mortgage Interest Rate and Payment Summary Model Clause

#### INTEREST RATE AND PAYMENT SUMMARY

	Rate & Monthly Payment		
Interest Rate	%		
Principal + Interest Payment	\$		
Est. Taxes + Insurance (Escrow) • [Includes [Private] Mortgage Insurance]	\$		
Total Est. Monthly Payment	\$		

#### H-4(F) Adjustable-Rate Mortgage or Step-Rate Mortgage Interest Rate and Payment Summary Model Clause

#### INTEREST RATE AND PAYMENT SUMMARY INTRODUCTORY [MAXIMUM during FIRST FIVE YEARS MAXIMUM EVER Rate & Monthly (as early as (date)) Payment (date)] (for first (period)) \_\_\_% [\_\_\_%] % Interest Rate Principal + Interest Payment \$ [\$\_\_\_] \$\_ Est. Taxes + Insurance [(Escrow)] [\$\_\_\_] [\$\_\_ \_\_\_\_\_ [\$\_\_] • [Includes [Private] Mortgage Insurance] **Total Est. Monthly Payment** [\$\_ 1 \$\_ \$\_

#### H-4(G) Mortgage with Negative Amortization Interest Rate and Payment Summary Model Clause

#### INTEREST RATE AND PAYMENT SUMMARY

[This loan offers you several monthly payment options. The table below shows you what your payments would be under two of these options if the interest rate reached its maximum of \_\_\_\_% in the (*period*) of this loan.]

[All payments shown in the table include \$\_\_\_\_ for estimated taxes and insurance[(escrow)].

	(Date) [((period) [intro])]	[(Date) (1st adjustment)]	[(Date) (2nd adjustment)]	(Date) + every (period) after
Maximum Interest Rate	% [(intro rate)]	[%]	[%]	% (max. ever)
Full Payment Option Monthly payments cover all principal and interest.	\$	[\$]	[\$]	\$
Minimum Payment Option Initial monthly payments cover no principal and only some interest and increase your loan amount.	\$	[\$]	[\$]	\$

You will borrow an additional \$\_\_\_\_\_ by (date) if you make only minimum payments on this loan.

#### H-4(H) Fixed Rate Mortgage with Interest Only Interest Rate and Payment Summary Model Clause

	INTRODUCTORY Rate & Monthly Payment (for first years)	MAXIMUM EVER (as early as)
InterestRate	%	%
Principal Payment	- none -	\$
InterestPayment	\$	\$
Est. Taxes + Insurance (Escrow)	\$	\$
Total Est. Monthly Payment	\$	\$

#### INTEREST RATE AND PAYMENT SUMMARY

H-4(I)—Introductory Rate Model Clause

[Introductory Rate Notice

You have a discounted introductory rate of \_\_\_\_\_% that ends after (period).

In the (period in sequence), even if market rates do not change, this rate will

increase to \_\_\_\_%.]

H-4(J)—Balloon Payment Model Clause

[Final Balloon Payment due (date): \$\_\_\_\_]

H-4(K)—"No-Guarantee-to-Refinance" Statement Model Clause

There is no guarantee that you will be able to refinance to lower your rate and payments.

### H-5-Demand Feature Model Clauses

This obligation [is payable on demand.] [has a demand feature.] [All disclosures are based on an assumed maturity of one year.]

## H-6—Assumption Policy Model Clause

Assumption: Someone buying your house [may, subject to conditions, be allowed to] [cannot] assume the remainder of the mortgage on the original terms.

## H-7-Required Deposit Model Clause

The annual percentage rate does not take into account your required deposit.

## H-8-Rescission Model Form (General)

## NOTICE OF RIGHT TO CANCEL

### Your Right to Cancel

You are entering into a transaction that will result in a {mortgage/ lien/ security interest] [on/in] your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is

(2) the date you received your Truth in Lending disclosures; or

.: or

(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the [mortgage/lien/security interest] is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

(creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

later than midnight of

(date)

(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

## I WISH TO CANCEL

Consumer's Signature

Date

H-9—Rescission Model Form (Refinancing with Original Creditor)

NOTICE OF RIGHT TO CANCEL

Your Right To Cancel

You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of this new transaction, which is \_\_\_\_\_; or

(2) the date you received your new Truth in Lending disclosures; or

(3) the date you received this notice of your right to cancel.

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return the money at the address below.

If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

How To Cancel

If you decide to cancel this new transaction, you may do so by notifying us in writing, at

(Creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of

(Date)\_\_\_\_\_

(or midnight of the third business day following the latest of the three events listed above).

If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer's Signature

Date

## H-10---Credit Sale Sample

Big Wheel Auto			Alice	Green	
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your pur- chase on credit, including your downpayment of s	
14.84 %	s 1496.80	s 6107.50	\$7604.30	s 9129,30	
I want an itemiz	ation. 🛛 🔀 I do r	When Payments Ar		ng 6-1-81	
and agree to pay the ac		surance are not requir Signature L want credit insurance.		will not be provided unles	is you sign
Credit Disability		I want credit	disability	······	
	<u></u>	insurance.	Signature		
Credit Life and Disability		l want credit disability insu			
Filing fees S 12.5	D Nor Nor Dent is late, you will t				
Prepayment: If you pa may will r may will r See your contract docu the scheduled date, and have received a copy of	not have to pay not be entitled t uments for any additi d prepayment refund:	o a refund of part of the onal information about s and penalties.	nonpayment, default, ar	ly required repayment in fu	II before
signature		<u>5-1-81</u>	-		

## H-11-Installment Loan Sample

Friendly Bank & 1 700 East Street Little Creek, USA	Γrust Co.						
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled				
12 %	s 675.31	s 5000-	s 5675.31				
Vour payment schedu	•	When Payments A					
23	\$235.34	, Month	Ly beginn	ing 7/1/81			
	Late Charge: If a payment is late, you will be charged S5 or 10% of the payment, whichever is less.  Prepayment: If you pay off early, you may interval will not have to pay a penalty.						
Required Deposit: The annual percentage rate does not take into account your required deposit.							
See your contract doc the scheduled date, ar			t nonpayment, default, a	ny required repayment in full before			
e means an estimate							

## H-12-Refinancing Sample

Everyone's Cre	dit Union		Da	te: april 1, 1981			
ANNUAL PERCENTAGE RATE The cost of your cred as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled.				
15 %	s 1285.06	<sup>s</sup> 5177.73	s 6462.79				
Your payment sched		When Payments Ar	a Dua				
Number of Payments	Amount of Payments	When Payments An					
<u> </u>	<u>*1.14.55</u>	MONTH	ly starti	ng 5-1-81			
	\$ 179.24	4-1-84	- <sup>1</sup>	5			
and agree to pay the Type Credit Life	additional cost. Premium	Signature I want credit insurance.	life Signature				
Credit Disability	\$177.73	I want credit insurance.	disability	ph Day			
Security: You are giving a security interest in:  the goods or property being purchased. Your automobile. Late Charge: If a payment is late, you will be charged 20% of the interest due with a minimum charge of \$.05. Prepayment: If you pay off early, you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.							
e means an estimate							
	ount Financed of S						

Amount given to you directly 1000-\$ 3000 - Amount paid on your account s \_

Amount paid to others on your behalf

s 500- to Coop Credit Union s 500- to Acme Finance Co. s 197.73 to Pan-Galactic Ins. Co

S \_\_\_\_\_ Prepaid finance charge

H-13-Mortgage with Demand Feature Sample

	Mortgage Savings and Loan Assoc. Date: April 15, 1981			Glenn Jones 700 Oak Drive Little Creek, USA	
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The anount you will have paid after you have match all payments as scheduled.		
14.85 %	<sup>s</sup> 156,551.54	<sup>s</sup> 44,605.66	s201,157.20		
Your payment schedul	e will be:				
Number of Payments	Amount of Payments	When Povments Ar	e Due		
360	\$558.77	month	u beanni	ng 6/181	
	rty insurance from ar		s 150 - Jyla	う Savings and Loan Assoc If you get か	
Security: You are giving the goods or pr			-		
Late Charge: If a paym	ient is late, you will b	be charged S N/A	<u> </u>	e payment.	
Prepayment: If you pay	y off early, you may	have to pay a penalty.			
Assumption: Someone the original terms.	buying your house m	nay, subject to condition	ns, be allowed to assume	the remainder of the mortgage on	
See your contract docu the scheduled date, and			nonpayment, default, a	ny required repayment in full before	
e means an estimate					

H-14—Variable-Rate Mortgage Sample

This disclosure describes the features of the adjustable-rate mortgage (ARM)

program you are considering. Information on other ARM programs is available upon

request.

How Your Interest Rate and Payment Are Determined

- Your interest rate will be based on an index rate plus a margin.
- Your payment will be based on the interest rate, loan balance, and loan term.

—The interest rate will be based on the weekly average yield on United States

Treasury securities adjusted to a constant maturity of 1 year (your index), plus our

margin. Ask us for our current interest rate and margin.

---Information about the index rate is published weekly in the Wall Street Journal.

• Your interest rate will equal the index rate plus our margin unless your interest rate "caps" limit the amount of change in the interest rate.

How Your Interest Rate Can Change

• Your interest rate can change yearly.

• Your interest rate cannot increase or decrease more than 2 percentage points per year.

• Your interest rate cannot increase or decrease more than 5 percentage points over the term of the loan.

## How Your Monthly Payment Can Change

• Your monthly payment can increase or decrease substantially based on annual changes in the interest rate.

• [For example, on a \$10,000, 30-year loan with an initial interest rate of 12.41 percent in effect in July 1996, the maximum amount that the interest rate can rise under this program is 5 percentage points, to 17.41 percent, and the monthly payment can rise from a first-year payment of \$106.03 to a maximum of \$145.34 in the fourth year. To see what your payment is, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount. (For example, the monthly payment for a mortgage amount of \$60,000 would be: \$60,000÷\$10,000=6; 6×106.03=\$636.18 per month.)

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• You will be notified in writing 25 days before the annual payment adjustment may be made. This notice will contain information about your interest rates, payment amount and loan balance.]

## [Example

The example below shows how your payments would have changed under this ARM program based on actual changes in the index from 1982 to 1996. This does not necessarily indicate how your index will change in the future. The example is based on the following assumptions:

Amount		\$10,00	\$10,000			
Term	30 yea	30 years				
Payment adjustment			1 year			
Interest adjustment			1 year			
Margin 3 p			entage point	S		
Caps2 percentage points	s annual	interest rate				
5 percentage points life	time inte	erest rate				
Index Weekly average y maturity of one year.	ield on	U.S. Treasury	y securities a	adjusted to a	constant	
		Margin*				
Year	Year (percentag Interest Monthly Remaining					
(as of 1st week ending in	Index		Rate	Payment	Balance	
July)	(%)	points)	(%)	(\$)	(\$)	

1982	14.41	3	17.41	145.90	9,989.37
1983	9.78	3	**15.41	129.81	9,969.66
	5.70		13.41	125.01	5,505.00
1984	12.17	3	15.17	127.91	9,945.51
1985	7.66	3	**13.17	112.43	9,903.70
1986	6.36	3	***12.41	106.73	9,848.94
1987	6.71	3	***12.41	106.73	9,786.98
1988	7.52	3	***12.41	106.73	9,716.88
1989	7.97	3	***12.41	106.73	9,637.56
1990	8.06	3	***12.41	106.73	9,547.83
1991	6.40	3	***12.41	106.73	9,446.29
1992	3.96	3	***12.41	106.73	9,331.56
1993	3.42	3	***12.41	106.73	9,201.61
1994	5.47	3	***12.41	106.73	9,054.72
1995	5.53	3	***12.41	106.73	8,888.52
1996	5.82	3	***12.41	106.73	8,700.37

\*This is a margin we have used recently; your margin may be different.

**\*\***This interest rate reflects a 2 percentage point annual interest rate cap.

\*\*\*This interest rate reflects a 5 percentage point lifetime interest rate cap.

Note: To see what your payments would have been during that period, divide your mortgage amount by \$10,000; then multiply the monthly payment by that amount. (For example, in 1996 the monthly payment for a mortgage amount of \$60,000 taken out in 1982 would be: 60,000; 10,000=6;  $6\times$ 106.73=640.38.)

• You will be notified in writing 25 days before the annual payment adjustment may be made. This notice will contain information about your interest rates, payment amount and loan balance.]

H-15---Graduated Payment Mortgage Sample

Convenient Savings and Loan		Accoun	t number: 4862-88			
Michael Jones 500 Walnut Court	, Little	e Creek USA				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. FINANCE CHARGE The dollar amount the credit will co you	Fina nt The s st provi	ount anced amount of credit ded to you or on behalf	Total of Payments The amount you will have paid after you have made all payments as scheduled			
15.37 <sup>%</sup> <sup>\$</sup> 177,970	44 <sup>s</sup> 4	3,777	<sup>s</sup> 221,548.44			
Your payment schedule will be. Number of Payments Amount of Payme		When Payments Arr	• Due			
12, \$44101	<u>,</u> ,	month	ly beginni	na $6 1 81$		
12 \$ 479.	67		J Z A	6/1/82		
12 \$ 515.1	1	1}	.1	6/1/83		
12 \$ 553.	13	h	11	6/1/84		
12 \$ 593.	91	11	17	61185		
300 varying	from	11		61186		
\$ 627.3	8 TO 37			•		
Security: You are giving a security inte	rest in the	property being pu	orchased.			
Late Charge: If a payment is late, you	will be chai	rged 5% of the pay	ment.			
Prepayment: If you pay off early, you The may will not have to pay a penalty. The may will not be entitled to a refund of part of the finance charge.						
Assumption: Someone buying your home cannot assume the remainder of the mortgage on the original terms.						
See your contract documents for any a the scheduled date, and prepayment re			nonpayment, default, any	r required repayment in full before		
e means an estimate						

## H-16-Mortgage Sample

You are not required to complete this agreement merely because you have received these disclosures or have signed a loan application.
If you obtain this loan, the lender will have a mortgage on your home.
YOU COULD LOSE YOUR HOME, AND ANY MONEY YOU HAVE PUT INTO IT, IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THE LOAN.
You are borrowing $\_$ (optional credit insurance is $\Box$ is not $\Box$ included in this amount).
The annual percentage rate on your loan will be:%.
Your regular <u>[frequency]</u> payment will be: \$ [At the end of your loan, you will still owe us: \$ <u>[balloon amount]</u> .]
[Your interest rate may increase. Increases in the interest rate could increase your payment. The highest amount your payment could increase is to \$]

## H-17(A) Debt Suspension Model Clause

Please enroll me in the optional [insert name of program], and bill my account the fee of [insert charge for the initial term of coverage]. I understand that enrollment is not required to obtain credit. I also understand that depending on the event, the protection may only temporarily suspend my duty to make minimum payments, not reduce the balance I owe. I understand that my balance will actually grow during the suspension period as interest continues to accumulate.

[To Enroll, Sign Here]/[To Enroll, Initial Here]. X \_\_\_\_\_\_

## H-17(B) Debt Suspension Sample

Please enroll me in the optional [name of program], and bill my account the fee of \$200.00. I understand that enrollment is not required to obtain credit. I also understand that depending on the event, the protection may only temporarily suspend my duty to

make minimum payments, not reduce the balance I owe. I understand that my balance will actually grow during the suspension period as interest continues to accumulate.

To Enroll, Initial Here. X \_\_\_\_\_

## **H-18** Private Education Loan Application and Solicitation Model Form

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[Creditor Name] [Creditor Address] [Creditor Phone Number]

## Loan Interest Rate & Fees

%	and	%
	anu	

## Your Starting Interest Rate (upon approval)

The starting interest rate you pay will be determined after you apply. [Description of how starting rate is determined]. If approved, we will notify you of the rate you qualify for within the stated range.

## Your Interest Rate during the life of the loan

Your rate is variable. This means that your rate could move lower or higher than the rates on this form. The variable rate is based upon the [Index] Rate (as published in the [source of index]). For more information on this rate, see the reference notes.

[Indication of maximum rate or lack thereof]

## Loan Fees

[Itemization of fees]

# Loan Cost Examples

The total amount you will pay for this loan will vary depending upon when you start to repay it. This example provides estimates based upon [number of repayment options] repayment options available to you while enrolled in school.

Repayment Option (while enrolled in school)	Amount Provided (amount provided directly to you or your school)	Interest Rate (highest possible starting rate)	Loan Term (how long you have to pay off the loan)	Total Paid over [term of loan] (includes associated fees)
1. [REPAYMENT OPTION] [Description]	\$10,000	[Rate]	[Loan Term] [description of when repayment begins]	[Total Cost]
2. [REPAYMENT OPTION] [Description]	\$10,000	[Rate]	[Loan Term] [description of when repayment begins]	[Total Cost]
3. [REPAYMENT OPTION] [Description]	\$10,000	[Rate]	[Loan Term] [description of when repayment begins]	[Total Cost]

## About this example

[Description of example assumptions]

[Description of other loan terms, if applicable]

## **Federal Loan Alternatives**

Loan program	Current Interest Rates by Program Type				
PERKINS for Students	[Rate] fixed				
STAFFORD for Students	[Rate] fixed	Undergraduate subsidized			
	[Rate] fixed	Undergraduate unsubsidized & Graduate			
PLUS for Parents and	[Rate] fixed	Federal Family Education Loan			
Graduate / Professional Students	[Rate] fixed	Federal Direct Loan			

You may qualify for Federal education loans.

For additional information, contact your school's financial aid office or the Department of Education at:

www.federalstudentaid.ed.gov

## **Next Steps**

1. Find Out About Other Loan Options.

Some schools have school-specific student loan benefits and terms not detailed on this form. Contact your school's financial aid office or visit the Department of Education's web site at: www.federalstudentaid.ed.gov for more information about other loans.

2. To Apply for this Loan, Complete the Application and the Self-Certification Form. You may get the certification form from your school's financial aid office. If you are approved for this ' loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law and the variable interest rate may change based on the market).

## **REFERENCE NOTES**

#### Variable Interest Rate

[Variable interest rate information, if applicable]

#### **Eligibility Criteria**

· [Description of eligibility criteria]

### Bankruptcy Limitations

If you file for bankruptcy you may still be required to pay back this loan.

More information about loan eligibility and repayment deferral or forbearance options is available in your loan application and loan agreement.

# H-19 Private Education Loan Approval Model Form

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BORROWER: [Borrower Name] [Borrower Address] CREDITOR: [Creditor Name] [Creditor Address]

# Loan Rates & Estimated Total Costs

Total Loan Amount	Interest Rate	Finance Charge	Total of Payments
The total amount you are	Your current interest rate.	The estimated dollar amount	The estimated amount you
borrowing.		the credit will cost you.	will have paid when you
			have made all payments.

## ITEMIZATION OF AMOUNT FINANCED

## ABOUT YOUR INTEREST RATE

Amount paid to you	[Amount]
Amount paid to others on your Behalf: • [Institution Name]	+ [Amount]
Amount Financed [Description]	= [Amount]
Initial finance charges (total) • [Charge Type], [Amount] • [Charge Type], [Amount]	+ (Amount)
Total Loan Amount	= [Amount]

• Your rate is variable. This means that your actual rate varies with the
market and could be lower or higher than the rate on this form. The variable
rate is based upon the [Index] Rate (as published in the [source of index]).
For more information on this rate, see reference notes.

• Although your rate will vary, it will never exceed [maximum interest rate] (the maximum allowable [by law] for this loan).

Your Annual Percentage Rate (APR) is [Rate]. The APR is typically different than the Interest Rate since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.

## FEES

• [Itemization of Fees, if applicable]

# **Estimated Repayment Schedule & Terms**

	[PAYMENT PERIOD, e.g.		
[LOAN TERM]	at [Interest Rate]% the current interest rate of your loan	at [Maximum Rate]% the maximum interest rate pos- sible for your loan	• The estimated Total of Payments at the Maximum Rate of Interest would be
[Dates of Deferment Period, if applicable] deferment period	No payment required ([Amount of accrued interest] inter- est will accrue during this time)	No payment required (Interest will accrue during this time)	[Total Payment Amount].
[Payment Due Dates] [number of monthly payments] monthly payments	[Payment Amount]	[Payment Amount]	
[Payment Due Dates] [number of monthly payments] monthly payments	[Payment Amount]	[Payment Amount]	

## **Federal Loan Alternatives**

Loan program	Current Interest Rates by Program Type [Rate] fixed			
PERKINS for Students				[Rate] fixed
STAFFORD for Students	[Rate] fixed	Undergraduate subsidized		
	[Rate] fixed	Undergraduate unsubsidized & Graduate		
PLUS for Parents and	[Rate] fixed	Federal Family Education Loan		
Graduate / Professional Students	[Rate] fixed	Federal Direct Loan		

You may qualify for Federal education loans.

For additional information, contact your school's financial aid office or the Department of Education at

www.federalstudentaid.ed.gov

## Next Steps & Terms of Acceptance

### This offer is good until:

[Date of Acceptance Deadline]

- 1. Find Out About Other Loan Options. Contact your school's financial aid office for more information.
- 2. You Have Until [Date of Acceptance Deadline] to Accept this Offer

The terms of this offer will not change except as permitted by law and the variable interest rate may change based on the market.

## To Accept the Terms of this loan,

[Description of method of acceptance]

#### **REFERENCE NOTES**

#### Variable Interest Rate:

- Your loan has a variable Interest Rate that is based on a publicly available index, the [Index Name], which is currently [Rate]. Your rate is calculated each month by adding a margin of [Margin Rate] to the [Index].
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.
- · [Description of effect of an increase]

## **Bankruptcy Limitations**

 If you file for bankruptcy you may still be required to pay back this loan.

## Repayment Options:

· [Description of determent options, if applicable]

#### Prepayments:

• [Prepayment disclosure]

#### Security

· You are giving a security interest in [description, if applicable]

See your loan agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

# H-20 Private Education Loan Final Model Form

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BORROWER: [Borrower Name]	CREDITOR:	RIG	RIGHT TO CANCEL You have a right to cancel this transaction, without penalty, by midnight on [deadline for cancellation]. No funds will be disbursed to you or to your school until after this time. You may cancel by calling us at [Creditor Phone Number].		
[Borrower Address]	[Creditor Addre	ss] You I by m disbu			
Loan Rates & I	Estimated	Total Costs	5		
Total Loan Amount	Interest Ra	te	Finance Charge	Total of Payments	
The total amount you are borrowing.	Your cum	ent interest rate.	The estimated dollar amount the credit will cost you.	The estimated amount you will have paid when you have made all payments.	
ITEMIZATION OF A FINANCED	MOUNT		INTEREST RATE able. This means that your ad	ctual rate varies with the	
Amount paid to you	(Amount)		d be lower or higher than the r		
Amount paid to others or	+ [Amount]	rate is based upon the [Index] Rate (as published in the [source of index]).			

Amount paid to you	[Amount]
Amount paid to others on your Behalf: • [Institution Name]	+ (Amount)
Amount Financed [Description]	= [Amount]
Initial finance charges (total) • [Charge Type], [Amount] • [Charge Type], [Amount]	+ (Amount)
Total Loan Amount	= [Amount]

For more information on this rate, see reference notes.

• There is no limit on the amount the interest rate can increase.

• Your Annual Percentage Rate (APR) is [Rate]. The APR is typically different than the Interest Rate since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.

### FEES

• [Itemization of Fees, if applicable]

# **Estimated Repayment Schedule & Terms**

	[PAYMENT PERIOD, e.g. MONTHLY PAYMENTS]		
[LOAN TERM]	at [Interest Rate]% the current interest rate of your loan	No Maximum Rate example at 25%	Though
[Dates of Deferment Period, if applicable] deferment period	No payment required ([Amount of accrued interest] inter- est will accrue during this time)	No payment required (Interest will accrue during this time)	have a r rate, an 25% ha compar
[Payment Due Dates] [number of monthly payments] monthly payments	[Payment Amount]	[Payment Amount] (your payments will be higher if the rate increases above 25%)	The esti Paymer to 25%
[Payment Due Dates] [number of monthly payments] monthly payments	[Payment Amount]	[Payment Amount] (your payments will be higher if the rate increases above 25%)	Paymer Total of higher if above 2

your loan does not naximum interest example rate of s been used for tive purposes.

mated Total of ts if your rate rises would be [Total t Amount]. Your Payments will be rate increases 5%.

## **REFERENCE NOTES**

#### Variable Interest Rate:

- Your loan has a variable Interest Rate that is based on a publicly available index, the [Index Name], which is currently [Rate]. Your rate is calculated each month by adding a margin of [Margin Rate] to the [Index].
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.
- · [Description of effect of an increase]

#### **Bankruptcy Limitations**

 If you file for bankruptcy you may still be required to pay back this loan.

#### Repayment Options:

• [Description of deferment options, if applicable]

#### Prepayments:

· [Prepayment disclosure]

#### Security

· You are giving a security interest in [description, if applicable]

See your loan agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

# **H-21** Private Education Loan Application and Solicitation Sample

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First ABC Bank 12345 1st St. Anytown, CA 93120 (800) 555 - 5555

## Loan Interest Rate & Fees

Your starting interest rate will be between



After the starting rate is set, your rate will then vary with the market

## Your Starting Interest Rate (upon approval)

The starting interest rate you pay will be determined after you apply. It will be based upon your credit history and other factors (co-signer credit, school type, etc). If approved, we will notify you of the rate you qualify for within the stated range.

## Your Interest Rate during the life of the loan

Your rate is variable. This means that your rate could move lower or higher than the rates on this form. The variable rate is based upon the LIBOR Rate (as published in the *Wall Street Journal*). For more information on this rate, see the reference notes.

Although the rate will vary after you are approved, it will <u>never</u> <u>exceed 25%</u> (the maximum allowable for this loan).

## Loan Fees

Application Fee: \$15. Origination Fee: The fees that we charge to make this loan range from 0% to 3% of total loan amount. Loan Guarantee Fee: 0% to 3% of total loan amount. Repayment Fee: The fees we charge when you begin repayment range from 0% to 3.5% of the total loan amount. Late Charge: 5% of the amount of the past due payment, or \$25, whichever is greater. Returned check charge: up to \$25.

# Loan Cost Examples

The total amount you will pay for this loan will vary depending upon when you start to repay it. This example provides estimates based upon three (3) different repayment options available to you while enrolled in school.

Repayment Option (while enrolled in school)	Amount Provided (amount provided directly to you or your school)	Interest Rate (highest possible starting rate)	Loan Term (how long you have to pay off the loan)	Total Paid over 20 years (includes associated fees)
1. DEFER PAYMENTS Make no payments while enrolled in school, Interest will be charged and added to your loan	\$10,000	17.375%	20 years starting <u>after</u> the deferment period	\$81,084
2. PAY ONLY THE INTEREST Make interest payments but defer payments on the principal amount while enrolled in school.	\$10,000	17.375%	20 years starting <u>after</u> the deferment period	\$50,707
3. MAKE FULL PAYMENTS Pay both the principal and interest amounts while enrolled in school.	\$10,000	17.375%	20 years starting after your first payment	\$38,180

#### About this example

The repayment example assumes that you remain in school for 4 years and have a 6 month grace period before beginning repayment. It is based on the highest starting rate currently charged and associated fees. For loan amounts up to \$20,000, repayment will last 20 years, starting once the initial principal payment is made. For loan amounts more than \$20,000 repayment will last 30 years, starting once the initial principal payment is made.

## **Federal Loan Alternatives**

Loan program	Current Interest Rates by Program Type		
PERKINS for Students	5% fixed		
STAFFORD for Students	5.6% fixed	Undergraduate subsidized	
	6.8% fixed	Undergraduate unsubsidized & Graduate	
PLUS for Parents and	8.5% fixed	Federal Family Education Loan	
Graduate / Professional Students	7.9% fixed	Federal Direct Loan	

You may qualify for Federal education loans.

For additional information, contact your school's financial aid office or the Department of Education at

www.federalstudentaid.ed.gov

## Next Steps

1. Find Out About Other Loan Options.

Some schools have school-specific student loan benefits and terms not detailed on this form. Contact your school's financial aid office or visit the Department of Education's web site at: www.federalstudentaid.ed.gov for more information about other loans.

2. To Apply for this Loan, Complete the Application and the Self-Certification Form. You may get the certification form from your school's financial aid office. If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law and the variable interest rate may change based on the market).

## **REFERENCE NOTES**

#### Variable Interest Rate

- This loan has a variable interest rate, that is based on a publicly available index, the London Interbank Offered Rate (LIBOR). Your rate will be calculated each month by adding a margin between 3% and 13% to the LIBOR.
- The rate will not increase more than once a month, but there is no limit on the amount that the rate could increase at one time.

#### Eligibility Criteria

#### Borrower

- · Must be enrolled at an eligible school at least half-time.
- . Must be 18 years or older at the time you apply.

#### Co-signers

- · Rates are typically higher without a co-signer.
- . Must be 18 years or older at the time of loan application.

#### **Bankruptcy Limitations**

 If you file for bankruptcy you may still be required to pay back this loan.

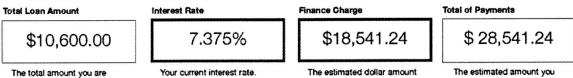
More information about loan eligibility and repayment deferral or forbearance options is available in your loan application and loan agreement.

## **H-22** Private Education Loan Approval Sample

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BORROWER: Christopher Smith Jr. 1492 Columbus Way Plymouth, MA 02360 CREDITOR: First ABC Bank 12345 1st St Anytown, CA 93120

# Loan Rates & Estimated Total Costs



borrowing.

# the credit will cost you.

will have paid when you have made all payments.

## **ITEMIZATION OF AMOUNT** FINANCED

Amount paid to you	\$0.00
Amount paid to others on your Behalf: • ABC State University	+ \$10,000
Amount Financed (total amount provided)	= \$10,000
Initial finance charges (total) • Origination Fee (\$300) • Loan Guarantee Fee (\$300)	+ \$600
Total Loan Amount	= \$10,600

## ABOUT YOUR INTEREST RATE

• Your rate is variable. This means that your actual rate varies with the market and could be lower or higher than the rate on this form. The variable rate is based upon the LIBOR Rate (as published in the Wall Street Journal). For more information on this rate, see reference notes.

• Although your rate will vary, it will never exceed 25% (the maximum allowable for this loan).

• Your Annual Percentage Rate (APR) is 8.23%. The APR is typically different than the Interest Rate since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.

## FEES

- . Late Charge: 5% of the amount of the past due payment, or \$25, whichever is greater.
- Returned check charge: up to \$25.
- Fee when you begin repaying the loan: 3.5% of loan balance.

# **Estimated Repayment Schedule & Terms**

	MONTHLY P	AYMENTS	
20 YEAR LOAN TERM	at 7.375% the current interest rate of your loan	at 25% the maximum interest rate pos- sible for your loan	<ul> <li>The estimated Total of Payments at the Maximum Rate of Interest would be</li> </ul>
Sept. 1, 2009 - Oct. 31, 2013 deferment period	No payment required (\$3,799.67 in interest will accrue during this time)	No payment required (Interest will accrue during this time)	\$154,928.
Nov. 1, 2013 - Sept. 30, 2033 239 monthly payments	\$118.93	\$645.41	
Oct. 1, 2033 1 monthly payment	\$116.97	\$674.63	

## **Federal Loan Alternatives**

Loan program	Current Interest Rates by Program Type		
PERKINS for Students	5% fixed		
STAFFORD for Students	5.6% fixed	Undergraduate subsidized	
	6.8% fixed	Undergraduate unsubsidized & Graduate	
PLUS for Parents and	8.5% fixed	Federal Family Education Loan	
Graduate / Professional Students	7.9% fixed	Federal Direct Loan	

# You may qualify for Federal education loans.

For additional information, contact your school's financial aid office or the Department of Education at

www.federalstudentaid.ed.gov

## Next Steps & Terms of Acceptance

This offer is good until:

August 1, 2009

1. Find Out About Other Loan Options.

Contact your school's financial aid office for more information.

2. You Have Until August 1, 2009 to Accept this Offer The terms of this offer will not change except as permitted by law and the variable interest may change based on the market.

#### To Accept the Terms of this loan, contact us at

First ABC Bank 12345 1st St. Anytown, CA 93120 (800) 555 - 5555

## **REFERENCE NOTES**

#### Variable Interest Rate:

- Your loan has a variable Interest Rate that is based on a publicly available index, the London Interbank Offered Rate (LIBOR), which is currently 4.375%, Your rate is calculated each month by adding a margin of 3% to the LIBOR.
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.
- The rate will not increase more than once a month, but there is no limit on the amount that the rate could increase at one time. Your rate will never exceed 25%.
- If the Interest Rate increases your monthly payments will be higher.

#### **Bankruptcy Limitations**

 If you file for bankruptcy you may still be required to pay back this loan.

#### **Repayment Options:**

Although you elected to postpone payments, you can still make payments while you are in school. You can also choose to change your deferment choice to: Pay Interest Only or Make Full Payments. More information about repayment deferral or forbearance options is available in your loan agreement.

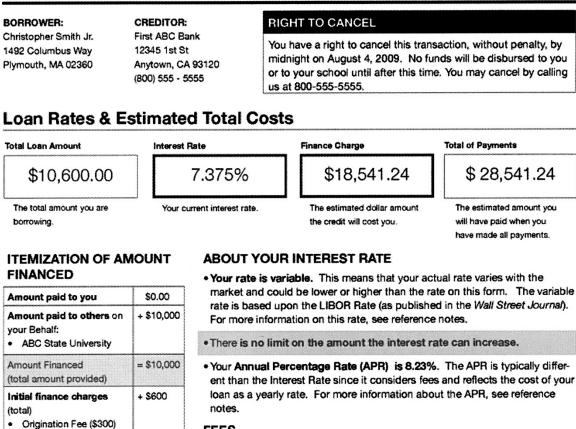
#### Prepayments:

 If you pay the loan off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

See your loan agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

# H-23 Private Education Loan Final Sample

Page 1 of 2



## FEES

- Late Charge: 5% of the amount of the past due payment, or \$25, whichever is greater.
- Returned check charge: up to \$25.
- Fee when you begin repaying the loan: 3.5% of loan balance.

## Estimated Repayment Schedule & Terms

= \$10,600

.

(\$300)

Loan Guarantee Fee

**Total Loan Amount** 

20 YEAR LOAN TERM	MONTHLY PAYMENTS		
	at 7.375% the current interest rate of your loan	No Maximum Rate example at 25%	<ul> <li>Though your loan does not have a maximum interest rate, an example rate of 25% has been used for comparative purposes.</li> <li>The estimated Total of Payments if your rate rises to 25% would be \$154,928. Your Total of Payments will be higher if rate increases above 25%.</li> </ul>
Sept. 1, 2009 - Oct. 31, 2013 deferment period	No payment required (\$3,799.67 in interest will accrue during this time)	No payment required (Interest will accrue during this time)	
Nov. 1, 2013 - Sept. 30, 2033 239 monthly payments	\$118.93	\$645.41 (your payments will be higher if the rate increases above 25%)	
Oct. 1, 2033 1 monthly payment	\$116.97	\$674.63 (your payments will be higher if the rate increases above 25%)	

### **REFERENCE NOTES**

#### Variable Interest Rate:

- Your loan has a variable Interest Rate that is based on a publicly available index, the London Interbank Offered Rate (LIBOR), which is currently 4.375%, Your rate is calculated each month by adding a margin of 3% to the LIBOR.
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.
- The rate will not increase more than once a month, but there is no limit on the amount that the rate could increase at one time. Your rate will never exceed 25%.
- If the Interest Rate increases your monthly payments will be higher.

#### **Bankruptcy Limitations**

 If you file for bankruptcy you may still be required to pay back this loan.

## APPENDIX I TO PART 1026—[RESERVED]

#### **Repayment Options:**

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