

OPEN END CREDIT PLAN AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE

CREDIT UNION

The Thrift Credit Union
 236 Forsyth St. SW, Suite 100, Garnett Station
 Atlanta, Georgia 30303
 Tel: (404) 525-7729

1.) MEMBER NAME (ADDRESS, CITY, STATE, ZIP)	ACCOUNT NUMBER	EFFECTIVE DATE
2.) JOINT NAME		GROUP POLICY NO.

The following disclosure statement and agreement describes the terms of the Open-End Credit Plan agreed to between the member (referred to as "You" or "Your") and the Credit Union. The plan may have more than one account (sub-acct.), in which case each sub-account will be treated as separate from the others for purposes of determining interest, late charges, and minimum payments. Each person who signs the disclosure statement and agreement is responsible for credit extended under the plan.

LOAN SUB-ACCOUNT DESCRIPTION	DAILY PERIODIC RATE	ANNUAL PERCENTAGE RATE	
SEE ATTACHMENT A FOR LOAN TYPES AND CORRESPONDING DAILY PERIODIC RATE, ANNUAL PERCENTAGE RATE AND ANY OTHER CHARGES. ATTACHMENT A IS A PART OF THE OPEN-END CREDIT PLAN AGREEMENT BY REFERENCE.			The Amount and Due Date of your payment will be established at the time of each advance or on your periodic statement. Your minimum payment will never be less than <u>\$25.00</u> or as disclosed on the Funds Advance Voucher or as indicated on your periodic statement.
LINE OF CREDIT LIMIT	LATE CHARGES		
\$	NONE		

The terms and conditions of your Open End Credit Plan Agreement are printed on the reverse of this page. It is important that you read and understand the terms of the plan before signing below.

You authorize the use of electronic signatures, facsimile signatures and photocopied signatures for all purposes, said signatures to have the same force and effect as original signatures for all transactions, included in applications or agreements with us.
 Insurance products elected as part of this loan obligation are not insured by an agency of the federal government and the insurance is not guaranteed by the Credit Union.
 You understand that loan advances will be disbursed to you by check or by transfer or deposit to a checking or savings account designated by you, or by other means. You also understand and agree that by endorsing any loan proceeds check or by accepting or by using any loan proceeds, you are bound by the terms and conditions of the Open End Credit Plan Agreement without additional signatures for future loan advances. Further, your signature constitutes your granting the Credit Union a security interest in any property given as collateral described in the Funds Advance Voucher for an advance, now or in the future. However, if asked, by the Credit Union you will provide additional signatures when requested. You will also provide the Credit Union with any and all information necessary to protect its security interest in property pledged as collateral for any advances, now or in the future.
 Your signature(s) below means that you acknowledge receipt of a copy of the Open End Credit Plan Agreement and that you have read, understand, and agree to the terms and conditions printed on both sides of this document. You understand that the attached sheet (Attachment A) is a part of this agreement and incorporated by reference. You agree to perform all of the obligations, requirements and duties contained in this agreement and related documents.
Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may reflect in your credit report.

BORROWER _____ DATE _____ CO-BORROWER _____ DATE _____

SEE THE REVERSE FOR IMPORTANT INFORMATION

CREDIT INSURANCE

APPLICATION OF ACCOUNTHOLDER

You understand that Group Credit Insurance is VOLUNTARY and is not required to obtain credit. You are applying for the coverages indicated below and authorizing the creditor to pay the cost of coverage out of your monthly payment each month. Your signature below means that you agree:

- You are not eligible for life insurance after your 70th birthday. Insurance will stop when you reach age 71.
- You are not eligible for disability insurance after your 65th birthday. Insurance will stop when you reach age 66.
- Your co-borrower is not eligible for disability insurance.
- You are eligible for disability insurance as to each advance only if you are working for wages or profit 30 hours a week or more on the date you sign for the advance.
- Your insurance certificate will explain benefits in detail.

PLEASE INDICATE YOUR CHOICE(S) BELOW

<input type="checkbox"/> YES <input type="checkbox"/> NO	Single Credit Life (Accountholder #1)	Monthly cost per \$100 of insured account balance	7.0¢
<input type="checkbox"/> YES <input type="checkbox"/> NO	Joint Credit Life	Monthly cost per \$100 of insured account balance	10.5¢
<input type="checkbox"/> YES <input type="checkbox"/> NO	Credit Disability Accountholder #1 (Disability Waiting Period <u>30</u> Continuous Days, Benefits Begin <u>31st</u> Day)	Monthly cost per \$100 of insured account balance	16.0¢

SIGNATURE OF ACCOUNTHOLDER #1	BIRTHDATE	DATE	SIGNATURE OF ACCOUNTHOLDER #2	BIRTHDATE	DATE
	1)			2)	

IN THIS AGREEMENT: The words you or your mean all persons who sign the Agreement on the reverse or any Funds Advance Request Voucher, or endorse any proceeds check, or receive proceeds in any manner.

Daily Periodic Rate = Annual Percentage Rate divided by 365.

ANNUAL PERCENTAGE RATE: If at the time you establish a sub-account for an initial advance, and you select a "fixed" rate for that sub-account, the **ANNUAL PERCENTAGE RATE** for that sub-account will not change unless you receive notice from the Credit Union in accordance with the change in terms provision of this Agreement.

ADVANCES: If your application for open end credit is approved, the Credit Union may make advances directly to you or to any third party that you may designate, either by check or other means. You understand, however, that the Credit Union may refuse to make an advance at any time.

REPAYMENT: You promise to repay all advances made under this Agreement plus a **FINANCE CHARGE** on the unpaid balance in the amounts and on the dates set out in the Funds Advance Request Voucher furnished you at the time of an advance or on your periodic statement. All payments will be applied first to collection costs, then to any late charges, the **FINANCE CHARGE** owing, and then to the unpaid principal balance. You may repay all or part of any sub-account at any time without penalty. A partial prepayment will not automatically reduce your periodic payment unless the remaining amount owed is less than the periodic payment amount. In that case, your payment will be an amount equal to the remaining balance plus a **FINANCE CHARGE**.

COST OF CREDIT: You will pay a **FINANCE CHARGE** FOR ALL ADVANCES. The **FINANCE CHARGE** begins to accrue on the date an advance is posted to your account. The **FINANCE CHARGE** is computed at the time a payment or an advance is made. For each day since your last payment or advance, the unpaid balance in an account is multiplied by the applicable daily periodic rate. The sum of these charges is the **FINANCE CHARGE** you owe. If you have an unpaid balance on more than one sub-account, a **FINANCE CHARGE** for each sub-account is computed. The unpaid balance in an account each day is the balance after payments and credits have been subtracted and advances and other charges added.

VARIABLE RATES: If your account has a variable rate feature, applicable disclosures and requirements are indicated on the Attachment A.

SECURITY: As security for any advance to you or on your behalf, you pledge to the Credit Union all present and future shares you have in any account in the Credit Union in which you have an interest. You authorize the Credit Union to take that money and apply it to what you owe if you are in default. The Credit Union may, but does not have to allow you to withdraw a portion of your shares or monies without affecting its security interest. You are not giving a security interest in any shares or monies in any IRA, SEP, KEOGH, or any other account which, if pledged, would result in the loss of special tax treatment under the Internal Revenue Code. You may also be required to give the Credit Union a security interest under the following conditions: (1) the proceeds of the advance are used to purchase property of a type acceptable to the Credit Union as security (e.g., automobile, furniture, equipment, investments, etc.); (2) your personal limit would be exceeded; or (3) any other time the Credit Union decides it is necessary. At that time, you will sign a Security Agreement describing the collateral. That Security Agreement will be considered a part of this Agreement just as if it were copied in this agreement word for word. Collateral securing other loans with us may also secure advances received under this Agreement. However, cross collateralization does not extend to any dwelling.

DEFAULT: You will be in default (1) if you fail to make any payment on time; (2) if you break any promise you have made under this or any other agreement with the Credit Union; (3) if you are the subject of an order for relief under Title 11 of the U.S. Code (Bankruptcy); (4) if any one tries by legal process to take any of your money in the Credit Union; (5) if you have given the Credit Union false or inaccurate information in obtaining an advance; (6) if anything happens which the Credit Union reasonably believes endangers the collateral or your ability to repay what you owe; or (7) if you die.

ACCELERATION: If you are in default, the Credit Union may call any amounts you still owe immediately due and payable plus **FINANCE CHARGES** which shall continue to accrue until the entire amount is paid. The undersigned individually and jointly waive presentment, demand, protest or notice of protest and any notice that the Credit Union is demanding payment in full of the outstanding balance under the contract because of default or for any other reason. You agree to pay all reasonable costs of collection including court cost, including 15% of the principal and interest due as attorney's fees if collected by or through an attorney at law as well as any late charge which might be

imposed. If the Credit Union accepts any payment of your debt under this contract after having demanded payment on the entire unpaid balance due or after the Credit Union has sued you, this won't be considered a waiver or forgiveness of any default in payments or any other default on your part. The Credit Union may delay enforcing any of its rights without losing them.

OTHER CHARGES: If you give the Credit Union a security interest which is governed by the Uniform Commercial Code or applicable law, you may be charged a fee for determining the existence of a security interest and a fee for perfecting, releasing or satisfying a security interest. Each payment will be applied first to collection costs, then to any late charges, or other charges, the **FINANCE CHARGE** owing and then to the unpaid balance. If the amount of your payment is insufficient to pay the late charge and accrued **FINANCE CHARGE**, the unpaid portion of these charges continue to accrue until paid from a subsequent payment and are not added to the balance. In the event that applicable law is interpreted so that the interest or other charges collected or to be collected in connection with advances would exceed permitted limits, any such charge shall be reduced by the amount necessary to reduce the total charge to the permitted limit and any sums already collected which exceeded permitted limits shall be credited to the principal amount of your sub-account advance or refunded at the discretion of the Credit Union.

INSURANCE: Credit insurance is not required for any advance, but may be purchased by you and added to the applicable sub-account. If you elect to obtain such coverage through the Credit Union you will be given the necessary disclosures and documents. If you choose optional credit insurance on your Open End Account, the charges will be added to your sub-account balance. If you elected voluntary Credit Insurance, you understand that insurance rates are not guaranteed, however you will be notified in advance if they are to be changed.

PROPERTY INSURANCE: If the Credit Union requires you to insure any collateral against loss or damage, you may obtain this insurance through any insurance company of your choice acceptable to the Credit Union. If you fail to obtain or maintain property insurance, the Credit Union may buy any type of insurance it feels necessary to protect its interest. Premiums for such insurance may be added to the account under the conditions contained in your Security Agreement.

CO-BORROWER: If you are signing this Agreement as a co-borrower, you agree to be equally responsible with the principal borrower. The Credit Union can change the terms of payment and release any security without notifying or releasing you from responsibility under this agreement.

ADDITIONAL PROVISIONS: Each provision of this Agreement must be considered as part of the total agreement and cannot, in any way, be severed from it. However, you also agree that should any part of the Agreement be found invalid, it will in no way affect the remainder of the Agreement. You understand that the validity, construction and enforcement of this agreement shall be governed by the laws of the State of Georgia.

TERMINATION OR CHANGES: The Credit Union can, by written notice, terminate this Agreement or any line of credit under this Agreement at any time. You may terminate this Agreement as to future advances at any time. Termination by either party shall not affect your obligation to repay advances made prior to termination as well as **FINANCE CHARGES** and other related charges.

The Credit Union has the right to change the terms of this Agreement, including any periodic rate or the method of calculating any periodic rate for fixed rate sub-accounts at any time by written notice. A notice of change is not necessary if the affected change has been agreed to in advance. A notice of change is not necessary for variable rate sub-accounts. If you request and receive an advance after having been given notice of a change in terms, you agree that the existing balance in your account at the time of that advance will be subject to the new terms, as shall subsequent advances. In the event the index ceases to exist or becomes unavailable, the Credit Union may select a new index which it feels is comparable to the previous index.

The periodic rates, **ANNUAL PERCENTAGE RATES**, and minimum payment schedules for the Fixed and Variable Rate sub-accounts (loan types) are disclosed on the attached (Attachment A) and are considered a part of this agreement just as if it were copied in this agreement word for word.

NOTICE: You agree and attest that your name and address shown herein is your legal name and the place of your residence, and such address is the proper address for all notice(s) required by this Agreement, and you further understand that any changes in this address must be submitted to us in writing to be effective.

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By signing this Agreement on the reverse and any other related documents, each person agrees to all terms and conditions and promises to perform all the obligations, requirements and duties contained in this Agreement and all related documents.

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 STATEMENT: If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement 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 not sure about.

If you have authorized us to pay your minimum Open-End Revolving Credit Plan Account payment automatically from your savings or share draft 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 or explain why we believe the statement 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 send statements to 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 statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay finance charges related to any questioned amount. If we did not 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 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. 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 statement was correct.

SPECIAL RULES 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 to 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 \$50.00.

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

LIABILITY FOR UNAUTHORIZED USE IF YOUR DEBIT CARD OR PERSONAL IDENTIFICATION (PIN) WHEN USED TO ASSESS LINE OF CREDIT BY OVERDRAFT: You may be liable for the unauthorized use of your Debit Card if the card is used to access your line of credit by overdraft. You will not be liable for unauthorized use that occurs after you notify us at the phone number or address for the credit union on the front, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.00. The Regulation E section in your member account agreement with us discloses your liability and billing rights for card transactions other than when the card directly accesses your overdraft protection line of credit.

