

**Credit Card Offer 2
CREDIT CARD AGREEMENT AND DISCLOSURE STATEMENT FOR YOUR**

PLATINUM MASTERCARD® ACCOUNT

TNB Branch Price Platinum

Nicole Schmauder
Comment: Brand

Nicole Schmauder
Comment: Card Name

	TIER 1 PRICING	TIER 2 PRICING	TIER 3 PRICING
Annual Percentage Rate (APR) for Purchases and Balance Transfers	9.74%	4.99% for 6 months, thereafter, the "Standard Rate" of 14.74%	4.99% for 6 months, thereafter, the "Standard Rate" of 17.74%
Other APR's	For Balance Transfers: 9.74%	For Balance Transfers: 4.99% for 6 months, thereafter 14.74%	For Balance Transfers: 4.99% for 6 months, thereafter 17.74%
	For Purchases: Past Due APR: 25.74% ¹	For Purchases: Past Due APR: 25.74% ¹	For Purchases: Past Due APR: 25.74% ¹
	For Cash Advances: Cash Advance APR: 9.74% Past Due APR: 25.74% ¹	For Cash Advances: Cash Advance APR: 25.74% Past Due APR: 25.74% ¹	For Cash Advances: Cash Advance APR: 25.74% Past Due APR: 25.74% ¹
Variable Rate Information	Your APR may vary.	Your APR may vary.	Your APR may vary.
	The Purchase Rate, Cash Advance Rate, and Balance Transfer Rate is determined by adding 1.99% to the Prime Rate ²	The Purchase Rate is determined by adding 6.99% to the Prime Rate ² . The Cash Advance Rate is determined monthly by adding 17.99% to the Prime Rate ²	The Purchase Rate is determined by adding 9.99% to the Prime Rate ² . The Cash Advance Rate is determined monthly by adding 17.99% to the Prime Rate ²
Grace Period for Repayment of Balances for Purchases:	Not less than 20 days	Not less than 20 days	Not less than 20 days
Method for Computing the Balances for Purchases	Average daily balance including new purchases	Average daily balance including new purchases	Average daily balance including new purchases
Annual Fee	None	None	None

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Comment: APR and Balance Transfer APR

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Comment: Cash Advance APR

Nicole Schmauder
Comment: Rate Basis

Nicole Schmauder
Comment: Grace Period

Nicole Schmauder
Comment: Billing Method

Nicole Schmauder
Comment: Annual Fee

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Minimum Finance Charge	\$1	\$1	\$1
Transaction Fee for Cash Advances	3% of the cash advance, but not less than \$5, plus any Foreign Transaction Fee	3% of the cash advance, but not less than \$5, plus any Foreign Transaction Fee	3% of the cash advance, but not less than \$5, plus any Foreign Transaction Fee
Transaction Fee for Purchases	On purchases made outside of the United States, the fee is 3% of the converted transaction amount.	On purchases made outside of the United States, the fee is 3% of the converted transaction amount.	On purchases made outside of the United States, the fee is 3% of the converted transaction amount.
Late Payment Fee	\$29	\$29	\$29
Over Limit Fee	\$29	\$29	\$29

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Comment: Cash advance fee

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Comment: Currency Exchange Fee

Nicole Schmauder
Comment: Late-payment fee

Nicole Schmauder
Comment: Over-the-Credit-Limit Fee

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

The terms disclosed are correct as of April 7, 2006 and are subject to change. To obtain a copy of the Credit Card Agreement without opening an account, please write to: Town North Bank Nevada, N.A. Attention: Credit Card Agreement, P.O. Box 814403, Dallas, TX 75381-9711.

Nicole Schmauder
Comment: Issuer

¹ Your APR will automatically default to the "Past Due Rate" of Prime Rate plus 17.99% if your payment is 30 days past due at any time. Your rate for purchases and cash advances may return to the Standard Rate when you have gone 6 continuous cycles without being late on a payment.

² The Variable Rate is based on an index, which is the highest Prime Rate as published in the Money Rates section of *The Wall Street Journal* for the preceding three months and is subject to change two days prior to your closing/billing statement for that billing period.

Your Platinum MasterCard® Credit Card application is non-transferable. If you are married, you may apply for a separate account. You must be a legal resident of the United States and 18 years or older to be eligible for this offer. In certain circumstances, we may require proof of income.

If you do not qualify for Tier 1 Pricing, you will be considered for Tier 2 Pricing. If you do not qualify for Tier 1 or Tier 2 Pricing, you will be considered for Tier 3 Pricing.

Credit may not be extended if: (1) the information you provide us is incomplete, inaccurate, or unverifiable; or (2) you have recently responded to this or another credit card application from Town North Bank Nevada, N.A., or you, if applicable, already have a credit card issued by Town North Bank Nevada, N.A.. We will review your credit, income and other information you provide on the application to determine the maximum credit line available on your Account, if opened.

Addresses that cannot be identified are ineligible. APO and FPO addresses are eligible in conjunction with a verifiable physical U.S. address.

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Balance Transfer Disclosure: You agree to allow approximately 30 days for us to process your application and transfer the balance(s) to your Town North Bank Nevada, N.A. credit card Account. Please continue to make at least minimum payments on your other credit cards until we notify you that the balances have been transferred. Payment of the amount(s) authorized by you may or may not satisfy any outstanding balance(s) on the designated account(s). You will continue to be responsible for those balances. In the event that your request(s) exceeds the amount of your credit line, the bank will fulfill your requests from the lowest to the highest dollar amount. The total amount(s) transferred will be treated as a cash advance on your credit card account. The payment and transfer of balances is contingent upon approval by the bank and receipt of complete, legible balance transfer requests. The attached Balance Transfer Form may not be used to make payments toward accounts you owe Town North Bank Nevada, N.A. Transfer requests to cash or to yourself cannot be processed. Payments to this account will first be applied to your transferred balance(s).

New York & Vermont Residents: Upon your request, we will inform you of the name and address of each credit-reporting agency from which we obtained a credit report relating to you. New York residents may request a comparative listing of credit card rates, fees, and grace periods by writing to: Public Information, New York State Banking Department, 2 Rector Street, New York, NY 10006-1894 or by calling 1-800-522-3330.

California Residents: (1) You have the right to prohibit us from disclosing to marketers of good marketing information concerning you that discloses your identity. You may exercise your right by calling us at 1-800-820-8302; (2) If you are a married applicant you may apply for credit in your own name; (3) Applicants may, after credit approval, use the credit card up to its credit limit and may be liable for amounts extended under the plan to any joint applicant; (4) As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Wisconsin Residents: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interests unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision.

To check on the status of your application, please call 1-800-820-8417.

To find out about Town North Bank, log on to www.tnbonline.com. Member FDIC.