



Notice to Members
Effective June 1, 2008

**LoanLiner® Credit and Security Agreement
and LoanLiner® Addendum Change-in-Terms Notice**

This Change-in-Terms is incorporated into and becomes a part of your LoanLiner® Credit and Security Agreement. Please review this notice and retain it for your records. The following provisions are hereby changed and/or added to the LoanLiner® Addendum. Except as otherwise stated in this Notice, the terms of the LoanLiner® Addendum remain unchanged.

Automobile Loans Loan Sub Account Description	Approximate Term	Daily Periodic Rate	Annual Percentage Rate
New Vehicles, <i>New/Used/Current/Previous year models and Premium pre-owned</i> ^{1,2}	<i>Up to 60 months</i>	0.018493% to 0.049315%	6.75% to 18.00% ³
	<i>Up to 66 months</i>	0.019863% to 0.049315%	7.25% to 18.00% ³
	<i>Up to 72 months</i>	0.021233% to 0.049315%	7.75% to 18.00% ³
Used Vehicles, <i>other than previous year models and premium pre-owned</i> ²	<i>Up to 60 months</i>	0.021233% to 0.049315%	7.75% to 18.00% ³

1. Terms based on minimum MSRP/NADA Retail Value or loan amount. 2. Terms based on model year. 3. Your annual percentage rate and down payment requirements will depend on certain credit worthiness criteria and will be disclosed at the time of the advance.

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Additional Lending Disclosures:

These Additional Lending Disclosures are incorporated into and become part of your LoanLiner® Credit and Security Agreement.

Applicable Law, Venue, Attorneys' Fees and Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Duval County, Florida. If legal action is necessary to enforce this Agreement or collect any amounts owing under this Agreement, the prevailing party has the right, subject to applicable law, to payment by the other party of all attorney's fees and costs, including fees on any appeal and any post-judgment collection actions. The parties agree that such legal action shall be filed and heard in Duval County, Florida, except as prohibited by applicable law.

WAIVER OF JURY TRIAL. Credit Union and YOU hereby knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect to any litigation arising out of, under, or in connection with this Agreement, or any course of conduct, course of dealing, statements (whether oral or written), or actions of any parties hereto.

Default. The "DEFAULT" section of the LOANLINER Credit and Security Agreement is amended to add the following language: "You will be in default if you are discharged from indebtedness, including, without limitation, a discharge of indebtedness in any bankruptcy proceeding." The remainder of the "DEFAULT" section remains in full force and effect.



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Default. The last sentence of the “**DEFAULT**” section of the LOANLINER Credit and Security Agreement is hereby amended to add the following sentence: “You will also be in default if you are in default under any other agreement with or obligation to us, including, without limitation, the obligation to repay any negative balance on any account with us.”

Waiver. Credit Union's failure to exercise any right hereunder shall not operate as a waiver of that right. All rights and remedies of Credit Union herein shall be cumulative and not alternative. No course of dealing by Credit Union with you hereunder shall operate as waiver by Credit Union of any right, remedy, power or privilege of Credit Union. Waiver by Credit Union of any breach or default by you of the terms of this Agreement shall not be deemed to nor shall the same constitute a waiver of any subsequent breach or default by you.

Payroll Deduction Payments. You understand and agree that all loan advance payments received by Credit Union for you are voluntary and can be stopped by you at any time. However, any termination of loan advance payments by payroll deduction shall not affect your obligation to make loan advance payments as required. You understand and agree that if you file for bankruptcy, (a) such payroll deduction loan advance payments will continue to be applied to your loan advances unless and until you take affirmative action to stop such payroll deduction and (b) all payroll deduction loan advance payments after any bankruptcy filing shall be considered as voluntary payments by you.

Personal Use. Except as otherwise disclosed to the Credit Union in writing before you obtain an advance, you warrant that any automobile securing any advance under this Agreement is for personal use and shall not be used for commercial purposes.

Attachment/Garnishment. You agree that your salary, wages and other earnings may be subject to attachment or garnishment to the extent permitted by applicable law.

Notice of Credit Card Change-in-Terms

The following is a Change in Terms affecting your LOANLINER® Credit and Security Agreement and Credit Card Agreement. You have the right to surrender your credit card(s). If you do so, you will have the right to continue to pay off the remaining balance in the same manner and under the same terms and conditions as are currently in effect. Failure to surrender the credit card prior to the effective date of the change in terms constitutes an acceptance of the change. This change in terms is incorporated into the above mentioned agreements

Stop payment fee on convenience checks: *You will be charged a \$35.00 fee to place a stop payment on a convenience check.*



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