

This document has been altered from its original form:

1. Yellow highlighting added to text passages.

The original Chase Card Services change in terms notice remains on file, held by Dr. Robert J. Lahm, Jr.

IMPORTANT NOTICE REGARDING CHANGES TO YOUR ACCOUNT

We're sending you this notice to advise you of some new changes to your credit card account. These changes will take place automatically and will be effective with your January 2009 statement.

Here's a summary of the key changes:

- A new Account Service Charge of \$10 per month will be applied to your account.
- Your minimum payment due will increase from 2% to 5% of the ending balance on your monthly statement. As a result, your required monthly minimum payment will increase.

Important: Your APRs will not be impacted by these changes.

Remember:

- If you are enrolled in Chase Automatic Payments and have selected the minimum payment option, your minimum payment will automatically be increased to reflect the new minimum payment due changes.
- Also, if you have your payments sent to us automatically from another bank, remember to adjust the amount for this new minimum payment required to keep your account in good standing.

The key factors we considered when making these changes include the current APRs and revolving balances associated with your account.

If you have any questions regarding these changes, please contact us by calling the customer service number on the back of your card.

Below you'll find the official amendments to the terms of your Cardmember Agreement. Please read all of the information and keep this notice for your records.

1. AMENDMENTS TO YOUR AGREEMENT

These changes will be effective on or after the first day of your billing cycle that includes January 1, 2009. They will apply automatically to current and future balances on your account. Any other terms on your account not described in this notice continue to apply.

a. ACCOUNT SERVICE CHARGE. The **FINANCE CHARGES** section of your Agreement is amended to add the following new section:

Account Service Charge: Your account has a service charge, which will be billed monthly (as stated in the Rates and Fees Table). This charge is owed whether or not you use your account, and you agree to pay it when billed. These charges are finance charges, and are added to the balance for purchases on your account. The monthly service charge is nonrefundable unless you notify us that you wish to close your account within 30 days of the date we mail your billing statement on which the service charge is imposed and at the same time, you pay your outstanding balance in full. Your payment of the service charge does not affect our

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right to close your account or limit your right to make transactions on your account. If your account is closed by you or us, we will continue to charge the service charge until you pay your outstanding balance in full and terminate your account relationship.

FINANCE CHARGES AND FEES. The **Finance Charges and Fees** below amend your **Rates and Fees Table**.

Service Charge – **Finance Charge: \$10 per month** (\$120 total annually)

b. MINIMUM PAYMENT. The portion of the **Minimum Payment** section of your Agreement that shows your minimum payment calculation is amended to read as follows:

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the **largest of the following: \$10.00; 5% of the New Balance**, or the sum of 1% of the New Balance, total billed periodic rate finance charges, and any billed late fees. As part of the minimum payment due, we also add any amount past due and any amount over your credit line/credit access line.

2. ANNUAL RENEWAL NOTICE

The account service charge is billed to your account monthly whether or not you use your account, and you agree to pay it when billed. The charge is \$10 per month (\$120 total annually), **and it is a finance charge**. The charge is non-refundable unless you notify us that you wish to close your account within 30 days of the date we mail your statement on which the charge is imposed and at the same time, you pay your outstanding balance in full. If you do this, you will not owe the last billed service charge; however, prior billed service charges are non-refundable and must be paid to pay your outstanding balance in full. Your payment of the service charge does not affect our rights to close your account and to limit your right to make transactions on your account. If your account is closed by you or us, we will continue to impose the service charge each month until you pay your outstanding balance in full and terminate your account relationship.

3. OTHER NOTICES

The principal factors we considered in amending your account include the APRs and revolving balances on your account. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

If you have any questions about these amendments, please contact us at the number on the back of your credit card, or write to Cardmember Service, P.O. Box 15098, Wilmington DE, 19850-5098.

Chase Bank USA, N.A.
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