[ms-0398.006.017.046]

Credit Limit
1000.00

CITY OF SAN DIEGO

616

694

705

1-2

Bank of America NT & SA · Federal Truth in Lending Disclosure Statement to BankAmericard Holders

The following disclosures regarding BankAmericard are given in compliance with the Federal Truth in Lending Act.

FINANCE CHARGE:

The BankAmericard FINANCE CHARGE is the total of periodic charges, cash advance fee, BankAmericard Transfer Service and BankAmericard Check Service Fee. (1) **Periodic Charges:** calculated on amount of the "Previous Balance," (as shown on your monthly statement) less "Payments" and "Credits" during the billing cycle, as follows:

Periodic Rate (Monthly)	Balance to Which Applicable	Nominal ANNUAL PERCENTAGE RATE
1.5%	Of that portion up to and including $1000	18%
1%	Of that portion over $1000 up to and including $2500	12%
.8%	Of that portion over $2500	9.6%

All or any part of the "New Balance" shown on your monthly statement may be paid without incurring a periodic charge on the amount paid if payment reaches the BankAmericard Center with which you have your account by "Next Month's Billing Date" shown on your statement. The statement period will normally be one month from the date of your statement. Billing dates may fluctuate due to weekends and bank holidays. (2) **Cash Advance Fee** 2% of the total cash advance transactions debited during billing cycle. (3) **BankAmericard Transfer Service and BankAmericard Check Service Fee:** 1% of the total Transfer and Check Service transactions debited during the billing cycle ($1.00 minimum).

Minimum Monthly Payment Schedule:

If New Balance is	Minimum Payment
Under $10	Amount of New Balance
$10 to $200	$10
Over $200	5% of New Balance

Late Charge:
A monthly late charge of 5% ($1.00 minimum; $5.00 maximum) will be imposed on minimum payments past due 15 days or more. Minimum payments are past due if they are not received at the BankAmericard Center with which you have your account on or before the "Next Month's Billing Date." In the event of a suit, a reasonable attorney's fee is payable.

Insurance Charge:
Creditor Life and Disability Insurance is also available insuring the balance of your account up to $5000. The cost of this insurance is at the rate of 24¢ per $100 of New Balance amount (less premiums imposed during billing cycles). Specific insurance coverage details are explained in the insurance application.

Regardless of any other agreement existing between the Bank and you or any third party, your BankAmericard balance is not secured by any contractual lien. However, the balance may be secured by a Banker's lien, arising under California Civil Code, Section 3054, upon any property while it is in the Bank's possession.

If you breach your BankAmericard agreement, the Bank may, without notice, under its "right of offset," debit any deposit account you may have with the Bank and credit the proceeds to your BankAmericard balance.

This disclosure is effective 10-1-71 and supersedes all prior disclosures.

EDP 312 7-73 (Rev.)

See Reverse for BankAmericard Agreement and other Important Information.

BANKAMERICARD AGREEMENT: Each person who retains, uses, or authorizes another to use a BankAmericard credit card(s) jointly and severally agrees:

(1) To assume responsibility for credit extended by Bank of America (BANK) to him from the BANKAMERICARD Account or to anyone authorized by him to use any BANKAMERICARD credit card issued to him or any other person at his request;

(2) To pay, at such place as BANK designates, obligations evidencing such credit, and finance and other charges where applicable, including reasonable attorney's fees in the event of suit, in accordance with such terms and conditions as BANK may adopt from time to time;

(3) To notify BANK promptly in writing of loss of the BANKAMERICARD credit card;

(4) That the BANKAMERICARD credit card is the property of BANK and may be cancelled by BANK at any time;

(5) To surrender the BANKAMERICARD credit card upon demand;

(6) To the extent permitted by law, to waive and release BANK from all defenses, rights and claims he may have against any person receiving payment from the BANKAMERICARD account;

(7) Any claim of BANK against him shall, at BANK's option, become immediately due and payable without prior notice, if he fails to perform any of the terms hereof or make payments as otherwise agreed or if he or any other applicant for the BANKAMERICARD credit card dies, becomes insolvent, commits an act of bankruptcy, fails to pay, when due, any other indebtedness owed to BANK or any other person or if any writ of attachment, execution, garnishment or other legal process is issued against any property of his or any of them.

This BANKAMERICARD AGREEMENT is effective January 1, 1972.

NOTICE: The Song-Beverly Credit Card Act of 1971 provides, among other things, that the right of a credit card issuer to recover any credit extended through use by the cardholder of a credit card in making purchases from a retailer shall be subject to the defenses which the cardholder has as a buyer against the retailer from whom the cardholder made the purchases if:

(1) The purchase price of the item as to which a defense is asserted exceeds $50.00.

(2) The purchase was made within the State of California.

(3) The cardholder shall have made a written demand on the retailer with respect to the purchase and attempted in good faith to obtain reasonable satisfaction from the retailer.

(4) The cardholder gives written notice to the card issuer specifying the retailer, date of purchase, amount thereof, the goods or services purchased, the nature of the cardholder's defense with respect thereto, and those acts, if any, that the cardholder has taken in attempting to obtain satisfaction from the retailer. (California Civil Code Section 1747.90 (a).) In the event that you desire to utilize a defense as specified above, against your BankAmericard account, please send notices to this Bank addressed:

Bank of America NT & SA
P. O. Box 37113
San Francisco, CA 94137

SEE REVERSE FOR IMPORTANT INFORMATION