
HOME EQUITY LINE OF CREDIT PROGRAM DESCRIPTION

This disclosure contains important information about our Home Equity Line of Credit. You should read it carefully and keep a copy for your records.

Availability Of Terms: All of the terms described below are subject to change.

If these terms change (other than the annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees that you paid to us or anyone else in connection with your application.

Security Interest: We will take a mortgage on your home. You could lose your home if you do not meet the obligations in your agreement with us.

Possible Actions: Under certain circumstances, we can (1) terminate your line, require you to pay us the entire balance in one payment, and charge you certain fees; (2) refuse to make additional extensions of credit; and (3) reduce your credit limit.

We can terminate your account, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

(1) you engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of your line of credit (Fraud or material misrepresentation is not necessarily grounds for these remedies in Iowa and Wisconsin, though such fraud may cause or contribute to a default under paragraph 3 immediately below.); (2) you do not meet the repayment terms; (In Iowa this means you fail to make a payment within 10 days of when it is due; in Wisconsin this means you fail to make a payment when due on 2 occasions within any 12 month period.); (3) your action or inaction adversely affects the collateral or our rights in the collateral; or (4) you become an Executive Officer of U.S. Bank or a related company.

We can refuse to make additional extensions of credit or reduce your credit limit if:

(1) you engage in fraud or material misrepresentation in connection with the line; (2) you do not meet the repayment terms; (3) your action or inaction adversely affects the collateral or our rights in the collateral; (4) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (5) we reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (6) you are in default of a material obligation of the agreement; (7) government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit line; (8) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice; (9) the maximum annual percentage rate is reached; (10) you become an Executive Officer of U.S. Bank or a related company; (11) Employee preferred rate agreements: The initial agreement permits us to make certain changes in the terms of the line of credit at specified times or upon the occurrence of specified events; or (12) your U.S. Bank Home Equity Line of Credit is in second lien position and you are currently past due on your primary mortgage (mortgage that is in first position).

Minimum Payment Requirements: You can obtain credit advances for 10 years (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will be one of the three payment options for the draw period. The option(s) that will be available to you will be determined during the processing of your application. The minimum payment option applicable to this account will be disclosed in your Home Equity Line of Credit plan agreement.

Option A. The accrued finance charges on the last day of the billing cycle. This option is not available for all borrowers. This option may cause your monthly payment to increase, possibly substantially, once your credit line transitions into the repayment period.

Option B. 1% of your account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greatest.

Option C. 2% of your account's principal outstanding balance on the last day of the billing cycle, or \$50.00, or the accrued finance charges, whichever is greatest.

The minimum monthly payments during the draw period may not reduce the principal that is outstanding on your line.

After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your account (the "repayment period"). The length of the repayment period is 20 years. During the repayment period, payments will be due monthly. Your minimum monthly payment will equal the greater of \$50 or the amount of accrued interest plus 0.41667% of the loan account balance at the end of the draw period. Balances of less than \$50 must be paid in full.

Minimum Payment Example: If you took only a single \$10,000 credit advance and the ANNUAL PERCENTAGE RATE was 7.000%:

Under Option A. It would take 29 years and 9 months to pay off the advance if you made only the minimum payments. During that period, you would make 120 payments of \$58.33 followed by 236 payments varying between \$100.03 and \$50.00, with a final payment of \$44.75.

Under Option B. It would take 25 years and 10 months to pay off the advance if you made only the minimum payments. During that period, you would make 120 payments varying between \$100.00 and \$60.84 followed by 189 payments varying between \$60.61 and \$50.00, with a final payment of \$16.40.

Under Option C. It would take 13 years and 1 month to pay off the advance if you made only the minimum payments. During that period, you would make 120 payments varying between \$200.00 and \$50.00 followed by 36 payments of \$50.00, with a final payment of \$22.47.

Fees And Charges: To open and maintain an account, you must pay the following fees to us:

Annual Fee: Our pricing policy on Annual Fees is subject to change. (For plans with an annual fee, we waive this fee for the first year of a plan and we charge the fee to the account on the first anniversary of the plan and each year thereafter. The annual fee will not be assessed during the repayment period.) Please see chart below for current annual fees. The fees are based on Borrower's state of residence.

State	Fee Amount
Arizona	\$50
Arkansas	\$90
California	\$90
Colorado	\$90
Idaho	\$90
Illinois	\$0 - \$90
Indiana	\$90
Iowa	\$90
Kansas	\$50
Kentucky	\$50 - \$90
Minnesota	\$0 - \$90
Missouri	\$50 - \$90
Montana	\$90
Nebraska	\$90
Nevada	\$90
New Mexico	\$0 - \$90
North Dakota	\$0
Ohio	\$90
Oregon	\$90
South Dakota	\$90
Tennessee	\$90
Utah	\$90
Washington	\$90
Wisconsin	\$0 - \$50
Wyoming	\$90

Fees Payable to Third Parties:

Appraisal Fee: We will make an evaluation of your home at our expense and tell you what will be your maximum line of credit amount based on our evaluation. If you believe your home is worth more than we determine and you want a larger line of credit, you may request the next type of valuation.

You must carry insurance on the property that secures this plan.

Refundability Of Fees: If you decide not to enter into this plan within three days of receiving this disclosure and the Home Equity booklet, you are entitled to a refund of any fee you may have already paid.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for the plan.

Early Closure Fee: If you close your line of credit within the first three years after it is opened, you will pay an early closure fee equal to _____ % of the credit limit, with a maximum of \$ _____ .

Availability Of Other Home Equity Programs: If you ask, we will provide you with information on our other available home equity lines.

Variable Rate Features: This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum monthly payment can change as a result. The annual percentage rate includes only interest and not other costs. The annual percentage rate is based on the value of an index. The index is the U.S. Wall Street Journal Prime Rate (index). To determine the annual percentage rate that will apply to your account, we add a margin to the value of the index. The most important factors that we (currently) use to set the margin that will be added to the index rate to get to the annual percentage rate are:

- ◆ The loan to value ratio; the higher the loan to value ratio, the higher the margin.
- ◆ The amount of the line of credit; the higher the line amount, the lower the rate.
- ◆ The credit rating of the borrower(s); the better the credit rating, the lower the margin.
- ◆ Employment with us or an affiliate gets a preferential margin (as mentioned below).

The amounts and the methods we use for establishing a margin may change. In the Historical Examples below we have chosen a margin of 2.0%. Payment amounts would be higher if the margin were higher, and payment amounts would be lower if the margin were lower. Ask us for the current index value, margin, preferences and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

Employee Preferred Rate Discount: We give people who are our employees or employees of our affiliates a "preferred" interest rate (a rate that is better than it would be given the other factors in the margin determination process). This "preference" is up to 0.50% lower than would otherwise apply.

Preferred Rate for U.S. Bank Personal Checking Accounts: A preferred interest rate and annual percentage rate (a rate that is better than it would be, given the other factors in the margin determination process) is available for having a U.S. Bank personal checking account. This "preference" is up to a 0.50% lower margin than would otherwise apply.

Introductory Rate: On some occasions in some markets we may offer "introductory" rates to qualifying customers. Such an introductory rate is lower than what would otherwise apply to that loan. We have chosen not to reflect such an introductory rate in the rate and payment examples. Such a feature would reduce the annual percentage rate during the introductory period, and, depending on the balance of the loan and the payment option, would probably lower the minimum monthly payment for that period. After the introductory period, the formula for the index and margins would go into effect.

Rate Changes: The annual percentage rate can change daily (after the end of any "introductory" rate period, if applicable). There is no limit on the amount by which the rate can change in any one year period. The maximum ANNUAL PERCENTAGE RATE that can apply during the plan is 18%. We will set a minimum ANNUAL PERCENTAGE RATE at the time you accept the Agreement. One minimum we have used recently is 3.25%. You should ask what the current minimum rate is.

Maximum Rate And Payment Examples: If you had an outstanding balance of \$10,000 at the beginning of the draw period, at the maximum ANNUAL PERCENTAGE RATE of 18%:

- Under Option A.** The minimum monthly payment would be \$150.00.
- Under Option B.** The minimum monthly payment would be \$150.00.
- Under Option C.** The minimum monthly payment would be \$200.00.

The maximum annual percentage rate during the draw period could be reached on the first day following the date of loan consummation (or, if there is an "introductory" rate, on the first day after the introductory rate expires). If you had an outstanding balance of \$10,000 at the beginning of the repayment period, at the maximum ANNUAL PERCENTAGE RATE of 18%:

- Under Option A.** The minimum monthly payment would be \$191.70.
- Under Option B.** The minimum monthly payment would be \$191.70.
- Under Option C.** The minimum monthly payment would be \$191.70.

The maximum annual percentage rate during the repayment period could be reached on the first day following the date of loan consummation.

Historical Examples: The following table shows how the annual percentage rate and the minimum payments for a single \$10,000 credit advance would have changed based on changes in the index over the last 15 years. The index values are from the first business day of September. The table assumes that no additional credit advances were taken, that only the minimum payment was made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments would change in the future.

Year	Index (%)	Margin* (%)	ANNUAL PERCENTAGE RATE (%)	A. Interest Only Payment (\$)	B. Greater of 1% of the Balance or \$50 or Interest Only Payment (\$)	C. Greater of 2% of the Balance or \$50 or Interest Only Payment (\$)
2004	4.500	2.000	6.500	54.17	100.00	200.00
2005	6.500	2.000	8.500	70.83	94.64	167.68
2006	8.250	2.000	10.250	85.42	91.38	143.46
2007	8.250	2.000	10.250	85.42	89.79	124.93
2008	5.000	2.000	7.000	58.33	88.23	108.79
2009	3.250	2.000	5.250	43.75	83.92	91.67
2010	3.250	2.000	5.250	43.75	78.43	75.89
2011	3.250	2.000	5.250	43.75	73.29	62.82
2012	3.250	2.000	5.250	43.75	68.50	52.00
2013	3.250	2.000	5.250	43.75	64.01	50.00
2014(O)	3.250	2.000	5.250	85.45	51.12	50.00
2015	3.250	2.000	5.250	83.26	50.00	50.00
2016	3.500	2.000	5.500	82.95	50.00	50.00
2017	4.250	2.000	6.250	85.96	51.31	N/A
2018	5.000	2.000	7.000	88.36	52.73	N/A

* This is a margin we have used recently; your margin may be different.

(O) The repayment period begins in this year.

FIXED RATE OPTION: At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance (not including any previously locked principal balance), subject to the following conditions:

- ◆ The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the draw and repayment period, whichever is less.
- ◆ The term cannot be less than 12 months.
- ◆ The minimum amount is \$2,000.
- ◆ You can have no more than three Fixed Rate Options in effect at any one time.
- ◆ The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
- ◆ You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.

Rate. If you choose to convert any portion of your balance to a fixed rate, the rate will be the published 10-year Treasury Security Rate that is in effect at the date of conversion plus a margin. Lower interest rates may be available. Call us to find out what our current rates are for Fixed Rate Options.

Payment. You may have two choices of payment for Fixed Rate Option:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. This option is not available for all borrowers. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term or end of the Draw Period, whichever is sooner, and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the rate to the amount of the Fixed Rate Option for the term of the Option, and producing equal monthly payments of principal and interest over the term of the Fixed Rate Option.

Minimum Payment. Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payments to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

Method. You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

TRANSACTION LIMITATIONS: There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions.

U.S. Bank Overdraft Protection: This section is part of the Agreements only if you have specifically requested and have obtained an Overdraft Protection Plan by linking the Account with a designated U.S. Bank personal checking account ("checking account"). An "Overdraft Protection Advance" is an advance of funds to your designated checking account from this Account that will help cover overdrafts on your checking account. Any Overdraft Protection Advance will post and be charged interest as an Advance drawn on the Account. Please refer to the U.S. Bank Deposit Account Agreement (entitled, "Your Deposit Account Agreement") for full Overdraft Protection Plan terms and the Consumer Pricing Information Brochure for fees that apply for Overdraft Protection Advances. We may cancel Overdraft Protection privileges under the Account, even if the Account remains open for other purposes.

EXPANDED ACCOUNT ACCESS: If this Home Equity Line of Credit plan is opened, we want you to be aware that a) Any card or PIN issued to or selected by you under this plan will access multiple checking, savings, line of credit and credit card accounts in your name at U.S. Bank or any of its affiliates; and b) any account opened under this application may be accessed by any cards or PINs that you have selected or that has been issued to you or may in the future be selected by you or issued to you by U.S. Bank or any of its affiliates. "Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for Expanded Account Access. The fees and terms disclosed for each account apply. You understand that at our ATMs this expanded account access may be available for up to five checking, five savings, and five line of credit or credit card accounts, and that at other ATMs and with other methods of access, other limitations may apply. You can restrict or eliminate Expanded Account Access if you want to.

This is not a commitment to make a loan.

You should check with your legal advisor and with other mortgage lien holders as to whether any prior liens contain acceleration clauses which would be activated by a junior encumbrance.

This statement is not an offer to enter into an interest rate or discount point agreement. Such an offer may only be made pursuant to Minnesota Statutes 47.206, subd. 3 and 4.

You hereby acknowledge receipt of this Home Equity Plan Disclosure
And a copy of the Home Equity Brochure on today's date.