



Vermont State Employees Credit Union
 PO Box 67
 Montpelier, VT 05601-0067
 802/800 371-5162
 www.vsecu.com

LOANLINER
 Open-End Plan Signatures

BORROWER 1 NAME

ACCOUNT NUMBER

BORROWER 2 NAME

ACCOUNT NUMBER

CREDIT AGREEMENT

This LOANLINER Credit Agreement, which includes the Truth in Lending Disclosures, will be referred to as "the Plan." The Plan documents include this agreement and an Addendum. "You", "your" and "borrower" mean any person who signs the Plan. "Credit Union", "we", "our" and "us" mean the Credit Union whose name appears on the Plan or anyone to whom the Credit Union transfers its rights under the Plan.

time without any prepayment penalty. Even if you prepay, you will still be required to make the regularly scheduled payments unless we agree in writing to a change in the payment schedule. If you have a joint share draft account, you will be responsible for paying all overdraft advances obtained by a joint holder of the share draft account. Unless otherwise required by law, payments will be applied to amounts owed under the Plan, in the manner the Credit Union chooses.

1. HOW THIS PLAN WORKS -- This is an open-end, multi-featured credit plan. We anticipate that, from time to time, you will borrow money (called "advances") under the Plan. We are not required to make advances to you under the Plan and can refuse a request for an advance at any time. The Addendum describes the different types of credit (called "subaccounts") available under the Plan, the current interest rate for each subaccount expressed as a daily periodic rate and corresponding annual percentage rate and other charges. It may also have other terms and a schedule for determining the payment amounts.

4. PLAN ACCESS - - You can obtain credit advances in any manner authorized by us. If we allow you to use your ATM/Debit card to access the Plan, you may be liable for the unauthorized use of your ATM/Debit card. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you believe your ATM/Debit card has been lost or stolen, immediately inform the Credit Union by calling or writing us at the telephone number or address that appears elsewhere in the Plan. If the card is used to obtain unauthorized advances directly from the Plan, your liability will not exceed \$50.00. If the unauthorized withdrawal is from a share draft account, your liability is governed by the Regulation E disclosures you received at the time you received your ATM/Debit card, even if the withdrawal results in an advance being made from your overdraft subaccount.

2. CREDIT LIMIT -- We may, but do not have to, establish a credit limit on certain subaccounts. If a credit limit is set for a subaccount, you promise not to exceed the established credit limit. If you exceed the credit limit, you promise to repay immediately the amount which exceeds the credit limit.

5. FINANCE CHARGE -- The dollar amount you pay for money borrowed is called a "finance charge" and begins on the date of each advance. A finance charge will be computed separately for each separate balance under the Plan. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable daily periodic rate. The sum of these amounts is the finance charge owed. The balance used to compute the finance charge is the unpaid balance each day after

3. REPAYMENT -- You promise to repay all amounts you owe under the Plan plus interest. Payments are due on the last day of the month unless we set a different day at the time of an advance. If the Addendum has no payment schedule for a subaccount, your payment will be determined at the time of each advance. Payments must include any amount past due and any amount by which you have exceeded any credit limit you have been given for a subaccount. You may repay all or part of what you owe at any

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SIGNATURES

1. You have received and read the LOANLINER Credit Agreement, including the Addendum ("Agreement") and a Credit Insurance Certificate. By signing below you agree to be bound by the terms of the Agreement.

When you are in default, you authorize us to apply the balance in these accounts to any amounts due. Shares and deposits in an Individual Retirement Account, and any other account that would lose special tax treatment under state or federal law if given as security, are not subject to the security interest you have given in your shares and deposits.

2. You grant us a security interest in all individual and joint share and/or deposit accounts you have with us now and in the future to secure what you owe under the LOANLINER Credit Agreement.

(SEAL) _____
 BORROWER 1 SIGNATURE DATE

(SEAL) _____
 BORROWER 2 SIGNATURE DATE

CREDIT AGREEMENT

payments and credits to that balance have been subtracted and any additions to the balance have been made. In addition to interest, we may charge other finance charges which are disclosed on the Addendum. If the interest rate is a variable interest rate, the Addendum explains how the variable interest rate works.

6. SECURITY -- You pledge as security for the Plan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with us now and in the future. If a specific dollar amount is pledged for an advance, we will freeze shares in that account to the extent of the outstanding balance for the advance. Otherwise, your pledged shares may be withdrawn unless you are in default. If credit union has a federal charter: Statutory Lien -- If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in all individual and joint accounts you have with us to satisfy that obligation. After you are in default, we may exercise this right without further notice to you. (We have a federal charter if our name includes the term "Federal Credit Union.") If credit union is state chartered, except in Ohio, Rhode Island, and Massachusetts: We have a statutory lien on the shares and dividends and, if any, the deposits and interest in all individual and joint accounts you have with us and may exercise our rights under the lien to the extent permitted by state law. (We are state chartered if our name does not include the term "Federal Credit Union.") For all borrowers: The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

Additional security for the Plan may be required at the time of an advance. If a subaccount identifies a type of property (such as "New Cars") you must give that type of property as security when you get an advance under that subaccount. A subaccount name such as "Other Secured" means you must provide security acceptable to us when you obtain an advance under that subaccount. Property you give as security will secure all amounts owed under the Plan and all other loans you have with us now or in the future, except any loan secured by your principal dwelling. Property securing other loans you have with us may also secure the Plan.

7. PROPERTY INSURANCE -- You will be required to purchase property insurance on certain types of security that you give for advances. You may purchase the property insurance from anyone you choose that is acceptable to the Credit Union.

8. CREDIT INSURANCE -- Credit life and/or credit disability insurance is optional under the Plan. If you qualify for and purchase the insurance from us, you authorize us to add the insurance premiums monthly to your loan balance and charge you interest on the entire balance. If you elect credit insurance, your payments may increase or the period of time necessary to repay your advance may be extended. The credit insurance rates may change during the Plan. If the rates change, we will provide any notices required by applicable law.

9. PERIODIC STATEMENT -- On a regular basis you will receive a statement showing all transactions under the Plan during the period covered by the statement. Statements and notices will be sent to you at the most recent address you have given us in writing. Unless applicable law requires notice to each joint borrower, notice to any one of you will be notice to all.

10. JOINT ACCOUNTS -- If this is a joint account, each of you is individually and jointly responsible for paying all amounts owed. That means we can enforce our rights under the Plan against any one of you individually or against all of you together. If you give us inconsistent instructions, we can refuse to follow your instructions. Unless our written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). Any joint accountholder may terminate the Plan by giving us prior written notice. If any of you terminate the Plan, the Plan is terminated for all of you. You remain liable individually and jointly for all advances incurred before termination.

11. FEES AND CHARGES -- If you give us a security interest in certain types of property, we may charge you a filing fee to perfect our interest in the property. If we do, the amount of the fee will be disclosed to you at the time you obtain an advance. We may also charge you other fees in connection with the Plan. Our current fees are disclosed on the Addendum and will be added to your loan balance unless you pay them in cash.

12. UPDATING CREDIT INFORMATION -- You promise that you will promptly give us written notice if you move, change your name or employment, or if any other information you provided to us changes. Upon our request, you also agree to provide us updated financial information.

13. WAIVER -- We can delay or waive enforcing any of our rights under this Plan, including your obligation to make timely payments, without losing our right to enforce the terms of the Plan at a later time. If the law makes any term(s) of the Plan unenforceable, the other terms will remain in effect.

14. DEFAULT -- The following paragraph applies to borrowers in Idaho, Kansas, Maine and state chartered credit unions lending to South Carolina borrowers: You will be in default if you do not make a payment of the amount required when it is due. You will also be in default if we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following paragraph applies only to borrowers in Wisconsin: You will be in default if you fail to make a payment when due two times during any 12 month period. You will be in default if breaking any promise made under the Plan materially impairs your ability to repay what you owe. You will also be in default if breaking any promise made under a Security Agreement made in connection with an advance, materially impairs the condition, value, or protection of or our right in any property you gave as security.

The following paragraph applies only to borrowers in Iowa: You will be in default if you are more than 10 days late in making a payment. You will also be in default if you do not comply with the terms of the Plan and your failure to comply materially impairs any property you gave as security or your ability to repay what you owe under the Plan.

The following paragraph applies to borrowers in all other states and federally chartered credit unions lending to South Carolina borrowers: You will be in default if you do not make a payment of the amount required when it is due. You will be in default if you break any promise you made

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CREDIT AGREEMENT

under the Plan or if anyone is in default under any security agreement made in connection with an advance under the Plan. You will be in default if you die, file for bankruptcy, become insolvent, if you make any false or misleading statements in any credit application or update of credit information, or if something happens we believe may substantially reduce your ability to repay what you owe. You will also be in default under the Plan if you are in default under any other loan agreement with us.

15. ACTIONS AFTER DEFAULT -- The following paragraph applies to borrowers in Colorado, District of Columbia, Iowa, Kansas, Maine, Massachusetts, Missouri, Nebraska, West Virginia, Wisconsin and state chartered credit unions lending to South Carolina borrowers: When you are in default and after expiration of any right you have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance under the Plan without giving you advance notice.

The following paragraph applies to borrowers in all other states and to federally chartered credit unions lending to South Carolina borrowers: When you are in default, we can require immediate payment (acceleration) of the entire unpaid balance under the Plan. You waive any right you have to demand for payment, notice of intent to accelerate and notice of acceleration.

The following paragraph applies to all borrowers: If immediate payment is demanded, you will continue to pay interest until what you owe has been repaid at the applicable interest rates in effect or, if applicable, at the default rate disclosed on the Addendum. If a demand for immediate payment has been made, your shares and/or deposits can be applied towards what you owe as provided in the Section above called "Security". We can also exercise any other rights given by law when you are in default, and any rights we have under any Security Agreements you have with us.

16. CANCELLING OR CHANGING THE PLAN -- The following paragraph applies only to state chartered credit unions lending to Illinois borrowers: We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change to the interest rate or other charges will apply to future advances.

The following paragraph applies only to borrowers in Wisconsin: We can change the terms of the Plan from time to time in accordance with Section 422.415 of the

Wisconsin Statutes. You will be notified of any change in terms. An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the credit union cancel the Plan, except to the extent that your liability is limited by Section 422.4155 of the Wisconsin Statutes.

The following paragraph applies only to borrowers in Iowa: We can change the terms of the Plan from time to time after giving you any advance notice required by law. A change that increases the rate of finance charge or other charge, that increases the amount of your payments, or that otherwise adversely affects existing balances will apply to existing balances only if you agree to the change or you use the Plan after receiving notice that your use of the Plan means you agree the change applies to existing balances.

The following paragraph applies to borrowers in all other states and federally chartered credit unions lending to Illinois borrowers: We have the right to change the terms of the Plan from time to time after giving you any advance notice required by law. Any change in the interest rate will apply to future advances, and at our discretion, and subject to any requirements of applicable law, will also apply to unpaid balances.

The following paragraph applies to all but Wisconsin borrowers: An increase in the daily periodic rate under a variable interest rate is not considered a change in terms under the Plan. We can cancel the entire Plan or any part of the Plan at any time. You may cancel the Plan at any time by giving us prior written notice. Your obligation to pay the unpaid balances under the terms of the Plan continues whether you or the Credit Union cancel the Plan.

17. The following is required by Vermont law -- NOTICE TO CO-SIGNER -- YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

18. NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between you and the credit union. This written agreement may not be contradicted by evidence of any oral agreement.



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CREDIT INSURANCE

You can protect your financial future by signing up for voluntary credit insurance below. Enroll by simply indicating your preference in the "Credit Insurance Application" section below. Your credit union will be happy to explain the various insurance options and coverage. The cost is reasonable.



P.O. Box 391 • 5910 Mineral Point Road
 Madison, WI 53701-0391
 Phone: 800/937-2644

CREDIT INSURANCE APPLICATION & SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable).

Credit Insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

- You are eligible for insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- If you are a homemaker, retiree or student, you are eligible for Credit Life insurance only if you are performing all of the usual duties of a homemaker, retiree or student in the normal manner on the date of any advance and you are not receiving disability benefits from any source.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

NOTE: The insurance you're applying for contains certain terms and exclusions; Refer to your certificate for coverage details.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	COST PER \$100 OF YOUR MONTHLY LOAN BALANCE	COVERED MEMBER
Single Credit Disability	<input type="checkbox"/>	<input type="checkbox"/>	\$.096	
Single Credit Life	<input type="checkbox"/>	<input type="checkbox"/>	\$.05	
Joint Credit Life	<input type="checkbox"/>	<input type="checkbox"/>	\$.074	

If you are totally disabled for more than 30 days, then the disability benefit will begin with the 31st day of disability.

MEMBER		INSURANCE MAXIMUMS		DISABILITY	LIFE
ACCOUNT NUMBER	GROUP POLICY NUMBER	MAX. MONTHLY TOTAL DISABILITY BENEFIT		\$ 1,000.00	N/A
	044-0016-9	MAX. INSURABLE BALANCE PER LOAN ACCOUNT		\$ 40,000.00	\$ 40,000.00
		MAX. AGE FOR INSURANCE		66	71
DATE OF ISSUE OF THIS CERTIFICATE		SECONDARY BENEFICIARY (If you desire to name one)			
DATE	MEMBER'S DATE OF BIRTH	AGE	DATE	JOINT INSURED'S DATE OF BIRTH	AGE
SIGNATURE OF MEMBER (Be sure to check one of the boxes above.)			SIGNATURE OF JOINT INSURED (CO-BORROWER) (Only required if JOINT CREDIT LIFE coverage is selected)		
X			X		



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"You" or "Your" means the member and the joint insured (if applicable).

Credit Insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

- You are eligible for insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.
- If you are a homemaker, retiree or student, you are eligible for Credit Life insurance only if you are performing all of the usual duties of a homemaker, retiree or student in the normal manner on the date of any advance and you are not receiving disability benefits from any source.
- You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

NOTE: The insurance you're applying for contains certain terms and exclusions; Refer to your certificate for coverage details.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	COST PER \$100 OF YOUR MONTHLY LOAN BALANCE	COVERED MEMBER
Single Credit Disability	<input type="checkbox"/>	<input type="checkbox"/>	\$.096	
Single Credit Life	<input type="checkbox"/>	<input type="checkbox"/>	\$.05	
Joint Credit Life	<input type="checkbox"/>	<input type="checkbox"/>	\$.074	

If you are totally disabled for more than 30 days, then the disability benefit will begin with the 31st day of disability.

MEMBER		INSURANCE MAXIMUMS		DISABILITY	LIFE
ACCOUNT NUMBER	GROUP POLICY NUMBER	MAX. MONTHLY TOTAL DISABILITY BENEFIT		\$ 1,000.00	N/A
	044-0016-9	MAX. INSURABLE BALANCE PER LOAN ACCOUNT		\$ 40,000.00	\$ 40,000.00
		MAX. AGE FOR INSURANCE		66	71
DATE OF ISSUE OF THIS CERTIFICATE		SECONDARY BENEFICIARY (if you desire to name one)			
DATE	MEMBER'S DATE OF BIRTH	AGE	DATE	JOINT INSURED'S DATE OF BIRTH	AGE
SIGNATURE OF MEMBER (Be sure to check one of the boxes above.)			SIGNATURE OF JOINT INSURED (CO-BORROWER) (Only required if JOINT CREDIT LIFE coverage is selected)		
X			X		