

IMPORTANT NOTICE OF CHANGE IN TERMS

EFFECTIVE WITH YOUR **OCTOBER 2008** STATEMENT

This Change in Terms notice contains the details of upcoming changes to your Cardmember Agreement. Please see below for the Summary of Changes and your right not to accept the changes to your APRs. **Any promotional APRs are not affected by the APR changes in this Notice provided you continue to meet the terms of the promotional offer.** For example, late payment(s) may cause the loss of your promotional APR.

Summary of Changes:

- Your Overdraft Advance APR will be changed to a variable rate, currently 20.99%. This change only applies to overdraft advances on your Chase checking account, if applicable.
- Your Cash Advance APR will be changed to a variable rate, currently 20.99%
- Your Default APR will be changed to a variable rate, with a maximum APR of 29.99%.

Right to Opt Out: You can opt out (not accept) the changes in the APRs.

If you decide not to accept these changes to your APRs:

- We must receive a letter by **September 21, 2008** telling us that you do not want to accept these changes. Include your name, address and account number and mail it to: Cardmember Service, P.O. Box 15098, Wilmington, DE 19850-5098.

What it means if you choose not to accept these APR changes:

- These APR changes will not apply.
- **Your account will be closed and your card will no longer be available for use.**
- If you have overdraft protection linked to your Chase checking account, you will no longer have coverage once your credit card account is closed.
- Any miles or rewards points you have earned may be forfeited.

However, please note:

If the Cash Advance APR above is already in effect on your account, it will continue to apply. However, you may still choose not to accept the change to the Overdraft Advance APR.

- Regardless of whether or not you accept the APR changes, we may send you other notices in the future to amend your account terms.

Please read the enclosed information, and keep this notice for your records.

Continued from previous panel

AMENDMENTS TO YOUR AGREEMENT

These changes will be effective the first day of your billing cycle that includes **October 1, 2008**. They will apply to current and future balances on your account. If you were previously notified of any of the changes described in this notice and they are already in effect on your account, those terms will continue to apply. Any other terms on your account not described in this notice also continue to apply.

The following changes will apply unless you choose not to accept them:

ANNUAL PERCENTAGE RATE/APR. The **APR(s)** below amend your **Rates and Fees Table/Table of Interest Charges**.

Overdraft Advance APR Current APR: 20.99% Current Daily Periodic Rate: 0.05751% Variable Rate: The Prime Rate* plus 15.99%
Cash Advance/Cash Advance Check APR Current APR: 20.99% Current Daily Periodic Rate: 0.05751% Variable Rate: The Prime Rate* plus 15.99%
Default APR The Prime Rate* plus up to 26.99% , with a maximum of 29.99% (0.08216% daily periodic rate). This rate is currently the maximum rate.

*Estimated variable **APRs** above are based on the **5.00%** Prime Rate on **June 15, 2008**. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of *The Wall Street Journal* as described in your agreement. These changes to your **APRs** do not affect any higher **APRs** currently in effect on your account.

If you have any questions about these amendments, please contact us at the number provided on your billing statement.

This notice informs you of changes to your agreement. Please keep it with your original agreement.

Chase Bank USA, N.A.
August 2008

