



NOTICE TO CREDIT CARD ACCOUNT HOLDERS

We are adding text regarding penalty rates, eliminating overlimit fees, and making several other changes on VISA Accounts. Please read the following Change in Terms Notice carefully.

The Amendments below to the VISA® Credit Card Agreement and Truth in Lending Disclosure (the “VISA Agreement”) are effective February 22, 2010: However, the change to section E.2. eliminating overlimit fees is effective January 21, 2010 for Visa Classic Cards and January 25, 2010 for Visa Platinum Cards:

• D. REPAYMENT TERMS AND FINANCE CHARGE INFORMATION

Section D.1. Last sentence shall be replaced with:

“The interest component of Finance Charges is computed based on an Annual Percentage Rate.”

Section D.2.(a) The first two sentences shall be deleted and replaced with:

“All VISA Credit Card Accounts available since early 2007 have variable interest rates.”

Section D.2.(b) The following is added at the end:

“If any discounted rate is offered to me, you will tell me the discounted ANNUAL PERCENTAGE RATE, the corresponding discounted Monthly Periodic Rate, the time for which the discounted rate will be in effect, and the rate that will take effect at the end of the discount period.

The Board of Directors of San Francisco Federal Credit Union can authorize a change in the variable rate formula, or convert a variable rate plan to a fixed rate plan, at its discretion. If this happens, you will give me advance written notice required by law of any rate increase.”

Section D.4. (penalty rate) The following is added at the end:

“You will give me advance written notice required by law each time before a penalty rate goes into effect.”

Section D.5.3. The following is added at the end:

“Cash Advance Fees are added to the principal balance as they accrue and before assessing the minimum monthly payment. I will refer to Sections D.3. and E.1.”

Section D.6. Replace existing text with the following new text:

“D.6. If I make a payment on my Account greater than the required minimum payment shown on my periodic statements, the excess will be applied to reduce my principal balance of purchases and cash advances. If different portions of my principal balance have different interest rates, the amount of my payment in excess of the minimum will be applied to the portions of the balance in descending order according to interest rate, with the portion of the balance bearing the highest interest rate paid first.”

• H. CHANGES IN TERMS shall read:

“You may change the terms of this agreement by giving me advance written notice as required by law. If you change the interest rate according to a disclosed variable rate formula, the new rate will apply to my payoff of the balance whether or not I keep the Visa Account open. Otherwise, I can avoid the changes either (a) by notifying you according to any notice of right to cancel that I am given or (b) by notifying you in writing to close the Visa Account and paying it off under the old terms, and (c) in either case I must cut all of my Cards and Checks in half and send the pieces back to you. If I keep the Visa Account open after the change takes effect, I consent to application of the change to my existing balances as permitted by law, as well as to new loan advances, and the new terms will apply whether or not I use the credit for new transactions.”

To the extent any term in this notice is inconsistent with earlier versions of the VISA Agreement, this notice controls. The changes in this notice are incorporated by reference into the VISA Agreement. For a complete copy of the current VISA® Credit Card Agreement and Truth in Lending Disclosure, you may **call San Francisco Federal Credit Union at 1-800-852-7598, write San Francisco Federal Credit Union at 770 Golden Gate Avenue, San Francisco CA 94102, visit any San Francisco FCU branch, or visit our website at www.SanFranciscoFCU.com.**

Notice of Right to Cancel:

If you do not want the changes in this Notice to apply to you, you can close your VISA Account to future advances and pay off the balance in full under the existing terms. We must receive your request to close your account within 45 days from this notice. If you don't close your account or card within 45 days, the new terms will apply whether or not you use the credit for new transactions. You may close your account in response to this Notice by writing us at the address above, or by calling us at the toll-free number 1-800-852-7598. You must also cut all of your Cards and Checks in half and send the pieces back to San Francisco FCU.