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# EARLY DISCLOSURE - OPTIONLINE INVESTMENT PROPERTY

### Fulton Bank, N.A. One Penn Square Lancaster, PA 17602

### IMPORTANT TERMS OF OUR EARLY DISCLOSURE - OPTIONLINE INVESTMENT PROPERTY

This disclosure contains important information about our 5 year draw, interest-only, investment property OptionLine (the "Plan" or the "Credit Line"). You should read it carefully and keep a copy for your records.

**AVAILABILITY OF TERMS.** All of the terms of the Plan described herein are subject to change. If any of 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 security interest in your home. You could lose your home if you do not meet the obligations in your agreement with us.

#### **POSSIBLE ACTIONS.** Under this Plan, we have the following rights:

Termination and Acceleration. We can terminate the Plan and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happens:

(a) You commit fraud or make a material misrepresentation at any time in connection with the Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspect of your financial condition.

(b) You do not meet the repayment terms of the Plan.

(c) Your action or inaction adversely affects the collateral for the Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

(a) The value of your dwelling declines significantly below the dwelling's appraised value for purposes of the Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(b) We reasonably believe that you will be unable to fulfill your payment obligations under the Plan due to a material change in your financial circumstances.

(c) You are in default under any material obligation of the Plan. We consider all of your obligations to be material. Categories of material obligations include, but are not limited to, the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the dwelling or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the dwelling, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions).

(d) We are precluded by government action from imposing the annual percentage rate provided for under the Plan.

(e) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.

(f) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

(g) The maximum annual percentage rate under the Plan is reached.

**Change in Terms.** We may make changes to the terms of the Plan if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of the Plan, or if the change is insignificant (such as changes relating to our data processing systems).

Fees and Charges. In order to open and maintain an account, you must pay certain fees and charges.

Lender Fees. The following fees must be paid to us:

<b>Description</b> Trust Review Fee (per trust, if	Amount	When Charged				
applicable): Commercial Appraisal	\$300.00	Upon Each Occurrence				
Processing Fee (per property, if applicable): Commercial Appraisal Review	\$125.00	Upon Each Occurrence				
Fee (per property, if applicable): Mortgage/DOT Papers Prep Fee	\$225.00-\$500.00	Upon Each Occurrence				
(per property):	\$35.00	At Account Opening				
Rate Lock Fee (per instance):	\$100.00	At the time you lock in a fixed rate, if permitted by applicable state				

Third Party Fees. You must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies.

These third party fees generally total between \$170.00 and \$5,318.00. We estimate the breakdown of these as follows:

total between \$170.00 and \$5,3	18.00. We estimate the bre
Amount	When Charged
\$57.00-\$226.75 \$37.25-\$210.00	At Account Opening At Account Opening
\$73.00-\$1,500.00	At Account Opening
\$900.00-\$3,900.00	Upon Each Occurrence
\$5.00-\$12.00 per thousand	At Account Opening
1/3 of State tax stamp	At Account Opening
\$0.18-\$0.25 per hundred \$1.81-\$102.40 per thousand	At Account Opening At Account Opening
\$40.00 \$2.50	Upon Each Occurrence At Account Opening
	Amount \$57.00-\$226.75 \$37.25-\$210.00 \$73.00-\$1,500.00 \$900.00-\$3,900.00 \$5.00-\$12.00 per thousand 1/3 of State tax stamp amount \$0.18-\$0.25 per hundred \$1.81-\$102.40 per thousand \$40.00

## EARLY DISCLOSURE - OPTIONLINE INVESTMENT PROPERTY (Continued)

Description Electronic Filing Fee (per	Amount	When Charged	
document filed, if applicable):	\$4.00-\$4.25	At Account Opening	

**Recordation Tax.** You will pay any fees and taxes imposed on the recording of the Deed of Trust or on credit advances made to you under the Plan, whether due at the time the Deed of Trust is recorded or at any time after the Deed of Trust is recorded. If you have elected to pay the Maryland recordation tax on the Deed of Trust based upon the amount of each credit advance as and when a credit advance is made, you agree to pay the amount of the tax which is payable on each such credit advance. If these taxes are not paid by you when in our sole determinations such taxes are due, we may, at our option, and without notice to you, determine the amount due, pay such taxes and charge the amount paid to your Credit Line Account.

PROPERTY INSURANCE. You must carry insurance on the property that secures the Plan.

**MINIMUM PAYMENT REQUIREMENTS.** You can obtain advances of credit during the following period: for a period of five years from the Opening Date. You agree that we may renew or extend the period during which you may obtain credit advances or make payments. You further agree that we may renew or extend your Credit Line Account (the "Draw Period"). The term of your credit line account is indefinite. After the Draw Period ends, the repayment period will begin. You will no longer be able to obtain credit advances. The length of the repayment period is as follows: for a period of twenty years. Your Regular Payment will equal the amount of your accrued FINANCE CHARGES or \$50.00, whichever is greater ("First Payment Stream"). You will make 60 of these payments. Your payments will be due monthly. Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Credit Line.

After completion of the First Payment Stream, your Regular Payment will be based on a percentage of your balance at the start of this payment period plus all accrued FINANCE CHARGES as shown below or \$50.00, whichever is greater ("Second Payment Stream"). Your payments will be due monthly.

#### Range of Balances Regular Payment Calculation

All Balances 0.417% of your balance at the start of the repayment period plus all accrued FINANCE CHARGES

Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. An increase in the ANNUAL PERCENTAGE RATE may increase the amount of your Regular Payment.

**MINIMUM PAYMENT EXAMPLE.** If you made only the minimum payment and took no other credit advances, it would take 24 years and 9 months to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 10.250%. During that period, you would make 60 monthly payments ranging from \$78.63 to \$87.05. Then you would make 237 monthly payments ranging from \$0.71 to \$129.11.

**TRANSACTION REQUIREMENTS.** The following transaction limitations will apply to the use of your Credit Line:

Credit Line Line of Credit Check, In Person Request, Internet Online Banking and Telephone Request Limitations. The following transaction limitations will apply to your Credit Line and the writing of Line of Credit Checks, requesting an advance in person, accessing by other methods and requesting an advance by telephone.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is \$100.00. This means any Line of Credit Check must be written for at least the minimum advance amount.

Overdraft Limitations. The following transaction limitations will apply to your Credit Line and overdrawing a designated deposit account.

Minimum Advance Amount. The minimum amount of any credit advance that can be made on your Credit Line is \$5.01.

**Other Transaction Requirements.** To obtain advances through overdraft protection of a checking account with Lender, a separate OptionLine Overdraft Protection Rider must be completed.

TAX DEDUCTIBILITY. You should consult a tax advisor regarding the deductibility of interest and charges for the Plan.

ADDITIONAL HOME EQUITY PROGRAMS. Please ask us about our other available Home Equity Line of Credit plans.

VARIABLE RATE FEATURE. The Plan has a variable rate feature. The ANNUAL PERCENTAGE RATE (corresponding to the periodic rate), and the minimum payment amount can change as a result. The ANNUAL PERCENTAGE RATE does not include costs other than interest.

**THE INDEX.** The annual percentage rate is based on the value of an index (referred to in this disclosure as the "Index"). The Index is the U.S. Prime Rate published in the Money Market Rates table of the Wall Street Journal. Information about the Index is available or published in the Wall Street Journal. We will use the most recent Index value available to us as of the date of the increase or decrease in the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE. In the event of multiple "Prime Rates," the highest rate will apply. The next periodic statement we send you will reflect any annual percentage rate adjustment.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your First Payment Stream, we add a margin to the value of the Index, then divide the value by the number of days in a year (366 during leap years). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the ANNUAL PERCENTAGE RATE for your First Payment Stream. To determine the Periodic Rate that will apply to your Second Payment Stream, we add a margin to the value of the Index, then divide the value by the number of days in a year (366 during leap years). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (366 during leap years). This result is the ANNUAL PERCENTAGE RATE for your Second Payment Stream. A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. The amount that your ANNUAL PERCENTAGE RATE may change also may be affected by the lifetime annual percentage rate limits, as discussed below.

Please ask us for the current Index value, margin and annual percentage rate. After you open a credit line, rate information will be provided on periodic statements that we send you.

**Conversion Option.** The Plan includes an option to convert a portion or all of the balance under the Plan from a variable ANNUAL PERCENTAGE RATE to a fixed ANNUAL PERCENTAGE RATE as determined below. Each portion of the balance under the Plan you convert to a fixed ANNUAL PERCENTAGE RATE is referred to as a "Fixed-Rate Advance." The following information is representative of conversion option features recently offered by us (the Plan is referred to as "your Credit Line Account" or "your Credit Line" in the information below):

ANNUAL PERCENTAGE RATE Increase. Your ANNUAL PERCENTAGE RATE may increase if you exercise this option to convert to a fixed rate.

**Conversion Periods.** You can exercise the option to convert to a fixed rate only during the following period or periods: You can exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE at any time during the Draw Period, and any extension of the Draw Period. After the Draw Period ends, or if you do not meet the repayment terms of this Credit Agreement, you will not be able to exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE.

**Rate Determination.** The fixed rate will be determined as follows: Your **ANNUAL PERCENTAGE RATE** on a new Fixed Rate Advance will be the value of the Index at the time we receive your properly completed Fixed-Rate Advance Election Form plus the margin of twelve percentage points (12%). The margin available on a Fixed Rate Advance may be decreased depending on whether promotional discounts or other pricing factors are applicable to your loan at the time of the request. Accordingly, if you are interested in exercising a Fixed Rate Advance, you should ask us whether a lower margin is available. The fixed **ANNUAL PERCENTAGE RATE** available upon exercise of your Fixed Rate Advance will generally be higher than the **ANNUAL PERCENTAGE RATE** then available on Variable-Rate Balances. Accordingly, exercise of a Fixed Rate Advance will typically result in an immediate increase in the **ANNUAL PERCENTAGE RATE** and/or a shortened repayment period, it will typically result in an increase to your Minimum Monthly Payment, as well.) However, the **ANNUAL PERCENTAGE RATE** on a Fixed-Rate Advance may become lower than the **ANNUAL PERCENTAGE RATE** on Variable-Rate Advances if the Index increases after a conversion.

**Conversion Rules.** You can convert to a fixed rate only during the period or periods described above. In addition, the following rules apply to the conversion option for the Plan: You can exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE only during the period or periods described above. In addition, the following rules apply to the exercise of the option to convert to a fixed ANNUAL PERCENTAGE RATE under your Credit Line Account:

(a) Minimum and Maximum Term. If you exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE, the term of the Fixed-Rate Advance can not be less than six (6) months or longer than one hundred twenty (120) months.

(b) Number of Fixed-Rate Advances. You can exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE from time to

time, but you may not have more than three (3) different Fixed-Rate Advances outstanding under your Credit Line Account at any one time.

(c) Ineligible for Promotional Rates. In determining your interest rate and ANNUAL PERCENTAGE RATE as described in the Rate Determination paragraph above, our published closed-end non-primary residence real estate loan interest rates and ANNUAL PERCENTAGE RATE will not include any special, promotional or coupon interest rates and interest rates available only for newly opened accounts. If we offer a discounted interest rate and ANNUAL PERCENTAGE RATE for agreeing to make payments through automatic deduction from a checking account maintained with us, that discounted rate will be considered the published rate for purposes of the Rate Determination paragraph above, only if you have agreed to have payments under your Credit Line Account automatically deducted from a checking account you maintain with us.

(d) Complete Election Form. In order to exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE, you must sign and return to us a Fixed-Rate Advance Election Form. The Fixed-Rate Advance Election Form will set forth the principal amount, interest rate, ANNUAL PERCENTAGE RATE, term (in months), the number of monthly payments and the amount of each monthly payment applicable to the Fixed-Rate Advance.

(e) Minimum Monthly Payments. At the time you exercise the option to convert to a fixed ANNUAL PERCENTAGE RATE, we will determine a minimum monthly payment applicable to that Fixed-Rate Advance. The minimum monthly payment will include both principal and interest and will be sufficient to repay the Fixed-Rate Advance in equal monthly installments of principal and interest over the term of the Fixed-Rate Advance. The minimum monthly payment with respect to a Fixed-Rate Advance will not be less than \$50. If you have more than one Fixed-Rate Advance outstanding, you will have to make minimum monthly payments with respect to each Fixed-Rate Advance. The minimum monthly payments due with respect to Fixed-Rate Advances will be in addition to the Minimum Payment due with respect to any balance under your Credit Line subject to a variable ANNUAL PERCENTAGE RATE.

(f) How Payments Are Applied if You have a Fixed Rate Advance Outstanding. Payments or other credits will be applied first to any voluntary credit life and disability insurance premiums; then to any Finance Charges related to the principal outstanding subject to a variable ANNUAL PERCENTAGE RATE; then to Finance Charges related to Fixed-Rate Advances, in ascending account number order (earliest Fixed-Rate Advance first); then to the principal due, if any, related to the principal outstanding subject to a variable ANNUAL PERCENTAGE RATE; then to principal due, if any, related to the principal outstanding subject to a variable ANNUAL PERCENTAGE RATE; then to principal due related to Fixed-Rate Advances, in ascending account number order; then to late charges and other charges; and then to any amounts that exceed the maximum amount of your Credit Line. In the event you make a payment in excess of the amount necessary to pay all of these amounts, the excess will be first applied to reduce any principal outstanding subject to a variable ANNUAL PERCENTAGE RATE, and then to principal outstanding related to Fixed-Rate Advances, in ascending account number order. Any prepayments of principal will not reduce the amount of, or extend the due date for, any future minimum monthly payments.

**FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your ANNUAL PERCENTAGE RATE can change daily. There is no limit on the amount by which the annual percentage rate can change during any one year period. However, under no circumstances will your ANNUAL PERCENTAGE RATE exceed 18.000% per annum at any time during the term of the Plan.

#### MAXIMUM RATE AND PAYMENT EXAMPLE.

**Draw Period.** If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$152.88. This ANNUAL PERCENTAGE RATE could be reached immediately or prior to the 1st payment.

**Repayment Period.** If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 18.000% would be \$195.22. This ANNUAL PERCENTAGE RATE could be reached at the time of the 1st payment during the repayment period.

PREPAYMENT. You may prepay all or any amount owing under the Plan at any time without penalty.

**HISTORICAL EXAMPLE.** The example below shows how the ANNUAL PERCENTAGE RATE and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the Index from 2011 to 2025. The Index values are from the following reference period: The 1st business day in July. While only one payment per year is shown, payments may have varied during each year. Different outstanding principal balances could result in different payment amounts.

The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the Index or your payments would change in the future.

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Year (Ti	Year (The 1st business day in July)		Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
Draw Period	2011 2012 2013 2014 2015	3.250 3.250 3.250	2.750 2.750 2.750 2.750 2.750 2.750	6.000 6.000 6.000 6.000 6.000	50.96 50.92 50.89 50.85 50.82
Repayment Period	2016		2.750 2.750 2.750 2.750 2.750 2.750 2.750 2.750 2.750 2.750 2.750	6.250 7.000 7.750 8.250 6.000 6.000 7.500 11.000 11.250 10.250	94.68 98.08 100.83 101.14 82.33 79.77 86.13 102.25 98.83 89.35

(1) This is a margin we have used recently; your margin may be different.

MARGIN. To determine the ANNUAL PERCENTAGE RATE that will apply to Borrower's account, a margin is added to the value of the index.

**Preferred Rate Reduction Feature.** The margin used will partially also depend on whether Borrower has selected to have payments due on the line of credit account automatically deducted from an eligible deposit account maintained with us (Borrower's "Deposit Account"). If Borrower elects to have payments due on the line of credit account automatically deducted from the Deposit Account, Borrower will receive a preferred rate reduction of the margin equal to one-quarter of one-percent (.25%).

The preferred rate reduction will cease during the term of the line of credit account if: (i) Borrower's election to deduct payments from Borrower's Deposit Account is revoked; (ii) Borrower's Deposit Account does not have sufficient funds to make a payment; or (iii) Borrower or Lender, for any reason, close Borrower's Deposit Account. When the preferred rate reduction ceases, Borrower's margin and corresponding ANNUAL PERCENTAGE RATE will increase by one-quarter of one-percent (.25%).

**Employee Preferred Rate Reduction Feature.** The margin will partially depend on Borrower's employment with Fulton Financial Corporation or its subsidiaries. If Borrower is employed with Fulton Financial Corporation or its subsidiaries, Borrower will receive a preferred rate reduction of the margin equal to one-half of one-percent (.50%).

The employee preferred rate reduction will cease immediately upon termination of Borrower's employment with Fulton Financial Corporation or any of its subsidiaries. When the employee preferred rate reduction ceases, Borrower's margin and corresponding ANNUAL PERCENTAGE RATE will increase by one-half of one-percent (.50%).