



FIRST  
COMMUNITY  
BANK  
OF SOUTHWEST FLORIDA

**STANDARD, PREMIUM, OR PREMIER  
HOME EQUITY LINE OF CREDIT  
APPLICATION**

Please mail or take your completed application package to a First Community Bank of Southwest Florida location nearest you. Visit our website at <http://www.fcb-yourbank.com/aboutus/aboutus.html> for a list of our branch locations.

**HELOC BROCHURE**

**For information on What You Should Know About Home Equity Lines of Credit, please click on the above named link on our Loans and Lines of Credit product web page located at <http://www.fcb-yourbank.com/index4.html>**

Thank you for giving *First Community Bank of Southwest Florida* the chance to surpass all your banking expectations!

We appreciate the opportunity to work with you as your premier financial provider. Our goal is simple, to meet your individual financial needs. We strive to deliver the ultimate in personalized customer service from start to finish, you are never just a number to us, and your phone call will never be answered in another country! We know what customer service is and we look forward to providing you with it!

Enclosed you will find the disclosures outlining the **Home Equity Programs** we have to offer. *Please note\*\*\* We do not escrow for taxes, insurance, assessments or association dues. We do offer interest bearing savings accounts in which you may save towards your payment of these items when they become due.*

To allow us to make a timely and accurate financial decision on your credit request(s) we will need the following information.

- Completed Home Equity Line of Credit Application
  - Copy of Survey, if available
  - Pay Stubs (2)
  - Copy of Home Owners Insurance Policy
  - Copy of Flood Insurance Policy (if applicable)
  - Copy of Windstorm Insurance Policy (if applicable)
  - Copy of most recent appraisal
  - Statement of any existing mortgage balances
  - Copy of last two (2) year's Personal Tax Returns
  - Copy of last three year's Business Tax Returns, if self employed
  - Copy of Driver's License or Passport **and** secondary form of ID (health insurance card, utility bill, property tax billing, birth certificate, a college photo id, social security card, organizational membership card, firearm license)
- This information is needed in accordance with the Bank Secrecy Act (BSA) and Customer Identification Program (CIP) under the USA Patriot Act. The information will be kept strictly confidential and will not be used in obtaining any credit decision.

We would like to thank you for giving First Community Bank of Southwest Florida the opportunity to serve your financial needs.

Enclosure(s)

Consumer Handbook -What you should know about home equity lines of credit.  
Home Equity Application  
Documentation Requirements  
Customer Identification Notice  
Program Disclosure and addendum  
Certification and Authorization

# HOME EQUITY EARLY DISCLOSURE

First Community Bank of Southwest Florida  
1565 Red Cedar Drive  
Fort Myers, FL 33907-7687

## IMPORTANT TERMS OF OUR HOME EQUITY EARLY DISCLOSURE

This disclosure contains important information about our Standard Home Equity Line for primary residences. The interest rate changes monthly based on the Wall Street Journal Prime Rate plus 2.00% for the life of the loan. A floor rate of 6.50% will apply for the life of the loan. For loans with a loan to value of 81% or higher. Throughout this Standard Home Equity Line disclosure the loan and its terms will be referred to as, (the "Plan"). 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:

- 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.
- You do not meet the repayment terms of the Plan.
- 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:

- 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.
- 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.
- 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).
- We are precluded by government action from imposing the annual percentage rate provided for under the Plan.
- 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.
- We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.
- 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:

Description	Amount	When Charged
NSF Handling Fee:	32.00	At the time a payment is returned to us for non-sufficient funds
Stop Payment Fee:	32.00	At the time you request a Stop Payment
Photocopying Charges:	\$2 per copy	At the time of your request
Check Printing Charge:	varies by selection and quantity	At the time you order Home Equity Checks

**Late Charge.** Your payment will be late if it is not received by us within 10 days after the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the unpaid amount of the payment.

**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 \$480.00 and \$3,410.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

**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: draw period is extended for life of loan. Payments will be required monthly as described above of all accrued interest. All unpaid principal and interest are due and payable upon maturity of said note (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES. You will make 59 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the minimum payments, you may not repay any of the principal balance by the end of this payment stream. 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 Regular Payment.

In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full.

**MINIMUM PAYMENT EXAMPLE.** If you made only the minimum payment and took no other credit advances, it would take 5 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 6.500%. During that period, you would make 59 monthly payments ranging from \$49.86 to \$55.21 and one final payment of \$10,055.21.

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

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

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

**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.

**HOME EQUITY EARLY DISCLOSURE  
(Continued)**

**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 highest Prime Rate as published in the "Money Rates" section 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 end of the previous month any annual percentage rate adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your account, we add a margin to the value of the index, then divide the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. However, if the Index rate change since the previous adjustment is less than 0.025%, the ANNUAL PERCENTAGE RATE will not change. 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.

**FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your ANNUAL PERCENTAGE RATE can change monthly. 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 or, go below 6.500% per annum at any time during the term of the Plan.

**MAXIMUM RATE AND PAYMENT EXAMPLE.** 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 at the time of the 1st payment.

**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 1996 to 2010. The Index values are from the following reference period: as of the 1st week ending for January. 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.

**INDEX TABLE**

Year (as of the 1st week ending for January)	Index (Percent)	Margin (1)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1996.....	8.500	2.000	10.500	89.18
1997.....	8.250	2.000	10.250	87.05
1998.....	8.500	2.000	10.500	89.18
1999.....	7.750	2.000	9.750	82.81
2000.....	8.500	2.000	10.500	89.18
2001.....	9.000	2.000	11.000	
2002.....	4.750	2.000	6.750	
2003.....	4.250	2.000	6.500 (8)	
2004.....	4.000	2.000	6.500 (8)	
2005.....	5.250	2.000	7.250	
2006.....	7.250	2.000	9.250	
2007.....	8.250	2.000	10.250	
2008.....	7.250	2.000	9.250	
2009.....	3.250	2.000	6.500 (8)	
2010.....	3.250	2.000	6.500 (8)	

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

(8) This A.P.R. reflects a 6.500 percent floor.

**INTERNET BANKING.** You also have the ability to access your Home Equity Line through our Internet Banking. All you need is a computer with a modem and a secure browser. You can:

- Review account balances and check activity.
- Initiate transfers between accounts.
- Pay bills. Download information to Quicken or Microsoft Money.
- Plus much more.

Visit our website at [www.fcb-yourbank.com](http://www.fcb-yourbank.com).

# HOME EQUITY EARLY DISCLOSURE

First Community Bank of Southwest Florida  
1565 Red Cedar Drive  
Fort Myers, FL 33907-7687

## IMPORTANT TERMS OF OUR HOME EQUITY EARLY DISCLOSURE

This disclosure contains important information about our Premium Home Equity Line for primary residences. The interest rate changes monthly based on the Wall Street Journal Prime Rate PLUS 1.00% for the life of the loan. A floor rate of 6.50% will apply for the life of the loan. For loans with a loan to value of 80% or less. Throughout this Premium Home Equity Line disclosure the loan and its terms will be referred to as, (the "Plan"). 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:

Description	Amount	When Charged
Underwriting Fee:	\$100.00	At Account Opening
NSF Handling Fee:	32.00	At the time a payment is returned to us for non-sufficient funds
Stop Payment Fee:	32.00	At the time you request a Stop Payment
Photocopying Charges:	\$2 per copy	At the time of your request
Check Printing Charge:	varies by selection and quantity	At the time you order Home Equity Line Checks

**Late Charge.** Your payment will be late if it is not received by us within 10 days after the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 5.000% of the unpaid amount of the payment.

**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 \$480.00 and \$3,410.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

**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: draw period is extended for life of loan. Payments will be required monthly as described above of all accrued interest. All unpaid principal and interest are due and payable upon maturity of said note (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES. You will make 59 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the minimum payments, you may not repay any of the principal balance by the end of this payment stream. 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 Regular Payment.

In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full.

**MINIMUM PAYMENT EXAMPLE.** If you made only the minimum payment and took no other credit advances, it would take 5 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 6.500%. During that period, you would make 59 monthly payments ranging from \$49.86 to \$55.21 and one final payment of \$10,055.21.

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

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

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

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

**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.

**HOME EQUITY EARLY DISCLOSURE  
(Continued)**

**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 highest Prime Rate as published in the "Money Rates" section 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 end of the previous month any annual percentage rate adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. However, if the Index rate change since the previous adjustment is less than 0.025%, the ANNUAL PERCENTAGE RATE will not change. 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.

**FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your ANNUAL PERCENTAGE RATE can change monthly. 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 or, go below 6.500% per annum at any time during the term of the Plan.

**MAXIMUM RATE AND PAYMENT EXAMPLE.** 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 at the time of the 1st payment.

**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 1996 to 2010. The index values are from the following reference period: as of the 1st week ending for January. 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.

**INDEX TABLE**

Year (as of the 1st week ending for January)	Index (Percent)	Margin (1)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1996.....	8.500	1.000	9.500	80.68
1997.....	8.250	1.000	9.250	78.56
1998.....	8.500	1.000	9.500	80.68
1999.....	7.750	1.000	8.750	74.32
2000.....	8.500	1.000	9.500	80.68
2001.....	9.000	1.000	10.000	
2002.....	4.750	1.000	6.500 (8)	
2003.....	4.250	1.000	6.500 (8)	
2004.....	4.000	1.000	6.500 (8)	
2005.....	5.250	1.000	6.500 (8)	
2006.....	7.250	1.000	8.250	
2007.....	8.250	1.000	9.250	
2008.....	7.250	1.000	8.250	
2009.....	3.250	1.000	6.500 (8)	
2010.....	3.250	1.000	6.500 (8)	

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

(8) This A.P.R. reflects a 6.500 percent floor.

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- Review account balances and check activity.
- Initiate transfers between accounts.
- Pay bills.
- Download information to Quicken or Microsoft Money.
- Plus much more.

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# HOME EQUITY EARLY DISCLOSURE

First Community Bank of Southwest Florida  
1565 Red Cedar Drive  
Fort Myers, FL 33907-7687

## IMPORTANT TERMS OF OUR HOME EQUITY EARLY DISCLOSURE

This disclosure contains important information about our Premier Home Equity Line for primary residence. The interest rate changes monthly based on the Wall Street Journal Prime Rate. A floor rate of 6.5% applies for the life of the loan. Borrower must have a minimum qualifying credit score of 700. Throughout this Premier Home Equity Line disclosure the loan and its terms will be referred to as, (the "Plan"). 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 on 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.

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**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 \$480.00 and \$3,410.00. Upon request, we will provide you with an itemization of the fees you will have to pay to third parties.

**Scheduled Fee Changes.** Lender Paid Closing Costs and Initial Draw Requirement. We shall pay \$1,750.00 towards the initial closing costs associated with the Home Equity Line of Credit. All closing costs exceeding \$1,750.00 shall be paid by you. Initial minimum draw in the amount of \$10,000.00 is required at loan closing and must be maintained for 6 months. Should the loan be paid off in full or fall below the \$10,000.00 initial balance requirement during the first 6 months, you shall repay all closing costs originally paid by us.

**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: draw period is extended for life of loan. Payments will be required monthly as described above of all accrued interest. All unpaid principal and interest are due and payable upon maturity of said note (the "Draw Period"). Your Regular Payment will equal the amount of your accrued FINANCE CHARGES. You will make 59 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the minimum payments, you may not repay any of the principal balance by the end of this payment stream. 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 Regular Payment.

In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full.

**MINIMUM PAYMENT EXAMPLE.** If you made only the minimum payment and took no other credit advances, it would take 5 years to pay off a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 6.500%. During that period, you would make 59 monthly payments ranging from \$49.86 to \$55.21 and one final payment of \$10,055.21.

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

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

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is \$100.00. This

**HOME EQUITY EARLY DISCLOSURE  
(Continued)**

means any Home Equity Line Check must be written for at least the minimum advance amount.

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

**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 highest Prime Rate as published in the "Money Rates" section 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 end of the previous month any annual percentage rate adjustment. If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

**ANNUAL PERCENTAGE RATE.** To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, then divide the value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. A change in the Index rate generally will result in a change in the ANNUAL PERCENTAGE RATE. However, if the Index rate change since the previous adjustment is less than 0.025%, the ANNUAL PERCENTAGE RATE will not change. 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.

**FREQUENCY OF ANNUAL PERCENTAGE RATE ADJUSTMENTS.** Your ANNUAL PERCENTAGE RATE can change monthly. 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 or, go below 6.500% per annum at any time during the term of the Plan.

**MAXIMUM RATE AND PAYMENT EXAMPLE.** 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 at the time of the 1st payment.

**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 1996 to 2010. The index values are from the following reference period: as of the 1st week ending for January. 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.

**INDEX TABLE**

Year (as of the 1st week ending for January)	Index (Percent)	Margin (1) (Percent)	ANNUAL PERCENTAGE RATE	Monthly Payment (Dollars)
1996.....	8.500	0.000	8.500	72.19
1997.....	8.250	0.000	8.250	70.07
1998.....	8.500	0.000	8.500	72.19
1999.....	7.750	0.000	7.750	65.82
2000.....	8.500	0.000	8.500	72.19
2001.....	9.000	0.000	9.000	
2002.....	4.750	0.000	6.500 (8)	
2003.....	4.250	0.000	6.500 (8)	
2004.....	4.000	0.000	6.500 (8)	
2005.....	5.250	0.000	6.500 (8)	
2006.....	7.250	0.000	7.250	
2007.....	8.250	0.000	8.250	
2008.....	7.250	0.000	7.250	
2009.....	3.250	0.000	6.500 (8)	
2010.....	3.250	0.000	6.500 (8)	

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

(8) This A.P.R. reflects a 6.500 percent floor.

**INTERNET BANKING.** You also have the ability to access your Home Equity Line through our Internet Banking. All you need is a computer with a modem and a secure browser. You can:

- Review account balances and check activity.
- Initiate transfers between accounts.
- Pay bills.
- Download information to Quicken or Microsoft Money.
- Plus much more.

Visit our website at [www.fcb-yourbank.com](http://www.fcb-yourbank.com).

# HOME EQUITY LOAN APPLICATION

PLEASE TYPE OR PRINT

**IMPORTANT APPLICANT INFORMATION:** Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. This information you provide is protected by our privacy policy and federal law.

## TYPE OF ACCOUNT REQUESTED

Check one to indicate thy type of account you are requesting. Note: Married applicants may apply for separate accounts.

<input type="checkbox"/> Joint Account	<input type="checkbox"/> Individual Account – Relying solely on my income and assets.
<input type="checkbox"/> Individual Account – Relying on my income and assets and as well as income or assets of another.	

## TERMS REQUESTED

Amount \$	Interest Rate %	Type of Loan <input type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM (type): <input type="checkbox"/> Other:
No. of Months	Payment \$ /	Purpose <input type="checkbox"/> Home Improvement <input type="checkbox"/> Pay Debt: <input type="checkbox"/> Other:

## COLLATERAL PROPERTY

Address	Year Built	Date Purchased	Present Value \$	Balance Owing \$
Title in Name(s) of:		Address of Title Holder		Name and Address of Insurance Carrier
Mortgage Holder Name		Address		Phone No.    Acct. No.

## INDIVIDUAL APPLICANT INFORMATION

Name	Birthdate	Social Security No.
Address (Street, City, State, Zip)		County    Drivers License No.
Home Phone	Business Phone	No. of Dependents    Ages of Dependents
Employer/Self Employed	Position	Years Employed    Employer's Address
Wages, Salary, Commissions Gross \$ / month	Net \$ / month	How Often Paid
Previous Employer	Position	Years Employed    Previous Employer's Address
Name and Address of Applicant's Nearest Relative		Relationship
<b>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered. Alimony, child support, separate maintenance received pursuant to:</b> <input type="checkbox"/> Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding.		
Other Income: Source		Amount/Month \$
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (includes single, divorced and widowed)		

## JOINT APPLICANT OR OTHER PARTY INFORMATION

Provide the information in this section if joint credit, or the individual applicant is relying on the income of others as a basis for repayment, or the individual applicant lives in a community property state or is relying on property located in a community property state as a basis for repayment of the credit requested.

Name	Birthdate	Social Security No.
Address (Street, City, State, Zip)		County    Drivers License No.
Home Phone	Business Phone	No. of Dependents    Ages of Dependents
Employer/Self Employed	Position	Years Employed    Employer's Address
Wages, Salary, Commissions Gross \$ / month	Net \$ / month	How Often Paid
Previous Employer	Position	Years Employed    Previous Employer's Address
Name and Address of Applicant's Nearest Relative		Relationship
<b>Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered. Alimony, child support, separate maintenance received pursuant to:</b> <input type="checkbox"/> Court Order <input type="checkbox"/> Written Agreement <input type="checkbox"/> Oral Understanding.		
Other Income: Source		Amount/Month \$
Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (includes single, divorced and widowed)		

## GENERAL INFORMATION

If you or a joint applicant or other party answers "yes" to any of the following questions, please explain in the space provided.

Are you a guarantor or co-maker of any leases, contracts or debts?	Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Applicant/Other Party: <input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any suits or judgments pending against you? (Include amount)	Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Applicant/Other Party: <input type="checkbox"/> Yes <input type="checkbox"/> No
Have you been declared bankrupt in the last 10 years?	Applicant: <input type="checkbox"/> Yes <input type="checkbox"/> No	Joint Applicant/Other Party: <input type="checkbox"/> Yes <input type="checkbox"/> No

## PREVIOUS CREDIT REFERENCES

Describe any previous debt obligations. Please mark Applicant-related information with an "A".

1.	\$	Date Paid
2.	\$	Date Paid

NOT FOR FNMA/FHLMC/FHA/VA USE

**ASSET AND DEBT INFORMATION**

If "Joint Applicant or Other Party Information" section was completed above, this section should be completed giving information about both the Applicant and the Joint Applicant or Other Party. **Attach additional sheets if necessary.**

**ASSETS**

DESCRIPTION OF CURRENT ASSETS	NAMES OF OWNERS(S)	SUBJECT TO DEBT: YES/NO	VALUE
Checking Accounts (Institution, Acct. No.)			\$
Savings Accounts (Institution, Acct. No.)			
Automobiles (Make, Model, Year)			
Marketable Securities (Issuer, Type, No. of Shares)			
Life Insurance Cash Value (Issuer)			
Other Real Estate (Location, when acquired)			
Other Assets (Describe)			
Total Assets			\$

**OUTSTANDING DEBTS** (Include all charge accounts, installment contracts, credit cards, rents, mortgages and other obligations.)

CREDITOR	ACCOUNT NUMBER	NAMES IN WHICH THE ACCOUNT IS CARRIED	ORIGINAL AMOUNT	PRESENT BALANCE	MONTHLY PAYMENTS
Auto Loans					
Credit or Charge Cards					
Landlord or Mortgage Holder on other Real Estate					
Other					
TOTAL DEBTS			\$	\$	\$

**Maine Residents:** A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered we will tell you the name and address of the consumer reporting agency that provided the report.

**New York Residents:** A consumer report may be ordered in connection with your application. Upon your request, we will inform you whether or not a report was ordered. If a report was ordered we will tell you the name and address of the consumer reporting agency that provided the report. Subsequent reports may be ordered or utilized in connection with an update, renewal or extension of credit for which you have applied.

**Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.  
Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**NOTICE – JOINT CREDIT:**

We intend to apply for joint credit. (initials) \_\_\_\_\_

I certify that everything I have stated in this application and on any attachments is correct. Lender may keep this application whether or not it is approved. By signing below, I authorize Lender to check my credit and employment history, to have a consumer credit report prepared on me for the purpose of evaluating this application for credit, and to answer questions others may ask Lender about my credit record with Lender. I understand that I must update this credit information at Lender's request and if my financial condition changes.

**I acknowledge receipt of the Home Equity Brochure and the lender's Home Equity disclosure statement on today's date.**

*Applicant* \_\_\_\_\_ *Date* \_\_\_\_\_ *Joint-Applicant* \_\_\_\_\_ *Date* \_\_\_\_\_

**CREDITOR USE ONLY**

This application was taken by: <input type="checkbox"/> face-to-face interview <input type="checkbox"/> mail <input type="checkbox"/> telephone <input type="checkbox"/> internet.			
Date Application Received:	Received By:	Amount Requested \$	
Date Application Completed:	Approved By:	Amount Approved \$	
Rescindable? <input type="checkbox"/> Yes <input type="checkbox"/> No	RESPA Applicable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Funding Date:	Initial Advance \$

# CERTIFICATION AND AUTHORIZATION

**Applicant:**

**Lender:**

**First Community Bank of Southwest Florida  
1565 Red Cedar Drive  
Fort Myers, Florida 33907-7686  
(239) 939-4100**

## CERTIFICATION

**To First Community Bank of Southwest Florida ("Lender"):**

1. Applicant (and co-applicant if applicable), \_\_\_\_\_ has applied for a loan from Lender. In applying for the loan, Applicant provided to Lender various information about Applicant and the requested loan, such as the amount and source of any downpayment, income information, and assets and liabilities. Applicant certifies that all of the information is true and complete. Applicant made no misrepresentations to Lender, nor did Applicant omit any important information.
2. Applicant understands and agrees that Lender may verify any information provided to Lender concerning Applicant's application, including, but without limitation, verifications from financial institutions of the information provided.
3. Applicant fully understands that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this loan, as applicable under the provisions of Title 18, United States Code, Section 1014.

## AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. Applicant has applied for a loan from First Community Bank of Southwest Florida ("Lender"). As part of the application process, Lender, any insurer of the loan and any collateral title insurer may verify information Applicant provided to Lender either before or after the loan is closed.
2. Applicant authorizes you to provide to Lender, to any investor to whom Lender may sell Applicant's loan, and to any insurer of the loan any and all information and documentation that they may request. Such information may include, but is not limited to, income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. Lender, any investor that purchases the loan, and any insurer of the loan may address and send this authorization to any person or company named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to First Community Bank of Southwest Florida, to any investor that purchases the loan, and to any insurer of the loan is appreciated.

## AUTHORIZATION TO FILE FINANCING STATEMENT

**Applicant hereby authorizes Lender to file the appropriate Financing Statements for the following collateral prior to executing a security agreement, pledge, or control agreement:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT:**

X

Applicant

Date

X

Co-Applicant

Date



FIRST  
COMMUNITY  
BANK  
OF SOUTHWEST FLORIDA

## **USA PATRIOT ACT**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT-**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.