

(2) IF THE PLAN IS OFFERED BY ANY OTHER CREDIT GRANTOR, THE CREDIT GRANTOR MAY IMPOSE ANY OR ALL OF THE FOLLOWING FEES:

(I) AN ANNUAL CHARGE IN ANY AMOUNT THE AGREEMENT PROVIDES FOR THE PRIVILEGES MADE AVAILABLE TO THE CONSUMER BORROWER UNDER THE PLAN;

(II) A TRANSACTION CHARGE OR CHARGES IN SUCH AMOUNT OR AMOUNTS AS THE AGREEMENT MAY PROVIDE FOR EACH SEPARATE PURCHASE OR LOAN UNDER THE PLAN; AND

(III) A MINIMUM CHARGE FOR EACH SCHEDULED BILLING PERIOD UNDER THE PLAN DURING ANY PORTION OF WHICH THERE IS AN OUTSTANDING UNPAID INDEBTEDNESS UNDER THE PLAN.

(B) WITH RESPECT TO A SECURED OPEN-END CREDIT PLAN, FEES OR CHARGES MAY NOT BE IMPOSED ON A CONSUMER BORROWER IN ADDITION TO INTEREST OR FINANCE CHARGES EXCEPT FOR ACTUAL AND VERIFIABLE FEES INCURRED BY THE CREDIT GRANTOR AND NOT RETAINED BY THE CREDIT GRANTOR FOR THE FOLLOWING:

(1) ATTORNEY'S FEES FOR SERVICES RENDERED IN CONNECTION WITH THE PREPARATION, CLOSING, OR DISBURSEMENT OF THE LOAN;

(2) ANY EXPENSE, TAX, OR CHARGE PAID TO A GOVERNMENTAL AGENCY;

(3) EXAMINATION OF TITLE, APPRAISAL, OR OTHER COSTS NECESSARY OR APPROPRIATE TO THE SECURITY OF THE LOAN; AND

(4) PREMIUMS FOR ANY INSURANCE COVERAGE PERMITTED UNDER THIS SUBTITLE.

(C) IF A PLAN IS ESTABLISHED FOR A CONSUMER BORROWER, A FEE OR CHARGE MAY NOT BE CHARGED OR COLLECTED UNLESS THE AGREEMENT CONCERNING THE PLAN PERMITS THE FEE TO BE CHARGED.

(D) IF A PLAN IS ESTABLISHED FOR A BORROWER OTHER THAN A CONSUMER BORROWER, THE BORROWER AND CREDIT GRANTOR MAY AGREE UPON ANY TERMS CONCERNING CHARGES AND FEES.

(E) FOR PURPOSES OF THIS SUBSECTION, THE ADDITIONAL CHARGES LISTED IN SUBSECTIONS (A) AND (B) OF THIS SECTION ARE NOT INTEREST OR FINANCE CHARGES WITH RESPECT TO A PLAN.

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(A) IF THE AGREEMENT GOVERNING A REVOLVING CREDIT PLAN PERMITTING THE BORROWER TO OBTAIN BOTH LOANS AND PURCHASES SO PROVIDES, A BANK CREDIT GRANTOR MAY IMPOSE DIFFERENT TERMS ON THE INDEBTEDNESS ARISING OUT OF PURCHASES THAN TO THE INDEBTEDNESS ARISING OUT OF LOANS.