



**HONOLULU FEDERAL CREDIT UNION**  
2305 S. Beretania St. • Honolulu, HI 96826  
Mailing Address:  
P.O. Box 235862 • Honolulu, HI 96823

## Home Equity Early Disclosure Owner Occupied

### IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT PLAN

This disclosure contains important information about our Home Equity Line of Credit Plan. You should read it carefully and keep a copy for your records.

**AVAILABILITY OF TERMS:** All of the terms described below are subject to change. If 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 pay 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:** We can terminate your line, require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if (1) you engage in fraud or material misrepresentation in connection with the plan; (2) you do not meet the repayment terms of this plan, or (3) your action or inaction adversely affects the collateral or our rights in the collateral.

We can refuse to make additional extensions of credit or reduce your credit limit if (1) any reasons mentioned above exist; (2) the value of the dwelling securing the line declines significantly below its appraised value for purposes of the line; (3) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances; (4) you are in default of a material obligation of the agreement; (5) government action prevents us from imposing the annual percentage rate provided for in the agreement; (6) 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 line; (7) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound business practice, or (8) the maximum annual percentage rate is reached.

**FIXED ANNUAL PERCENTAGE RATE AND VARIABLE RATE FEATURE:** During the first 5 years of your draw period, the annual percentage rate will not be based on an index value. It will be based upon a fixed rate which will be specified at closing and will be based upon the market conditions at that time. An **ANNUAL PERCENTAGE RATE** of 5.25% is representative of a fixed rate recently offered by us. The fixed annual percentage rate includes only interest and no other costs. Please ask us for the current fixed annual percentage rate under this plan.

This plan also contains a variable rate feature beginning with the 6<sup>th</sup> year of the plan, and the annual percentage rate (corresponding to the periodic rate) may change as a result. The annual percentage rate includes only interest and no other costs.

The annual percentage variable rate portion of the plan is based on the value of an index. The index is the monthly average of the Six Month Treasury Bill Rate (Auction High). Information about the index is

published in the Wall Street Journal and is also available from the U.S. Department of Treasury website. We will use the most recent index value available to us as of the date of any annual percentage rate adjustment.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. If the rate is not already rounded we then round up to the next .25%. Ask us for the current index value, margin, and annual percentage rate. After you open a plan, rate information will be provided on periodic statements that we send you.

**MINIMUM PAYMENT REQUIREMENTS:** You can obtain credit advances for 8 years. This period is called the "draw period." At our option, we may renew or extend the draw period. After the draw period ends the repayment period will begin. The length of the repayment period will depend on the balance at the time of the last advance you obtain before the draw period ends. You will be required to make monthly payments during both the draw and repayment periods. At the time you establish the plan you will have your choice of a 216 month payoff period or a 360 month pay off period plan. At the time you obtain a credit advance the payoff period for your plan will be used to calculate your payment.

The payoff period will always be the shorter of the payoff period for your outstanding balance or the time remaining to the maturity date. Your payment will be set to repay the balance after the advance, at the current annual percentage rate, within the payoff period. Your payment will be rounded up to the nearest dollar. Your payment will remain the same unless you obtain another credit advance. Your payment may also change if the annual percentage rate increases or decreases. Each time the annual percentage rate changes, we will adjust your payment to repay the balance within the original payoff period. Your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. Your payment will never be less than the smaller of \$100.00, or the full amount that you owe.

**MINIMUM PAYMENT EXAMPLE - 216 Monthly Payoff Period:** If you made only the minimum monthly payment and took no other credit advances it would take 13 years 10 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 8.0%. During that period, you would make 165 payments of \$100.00 and one (1) final payment of \$39.43.

**MINIMUM PAYMENT EXAMPLE - 360 Monthly Payoff Period:** If you made only the minimum monthly payment and took no other credit advances it would take 13 years 10 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 8.0%. During that period, you would make 165 payments of \$100.00 and one (1) final payment of \$39.43.

**FEES AND CHARGES:** You must pay certain fees to third parties to open the plan. These fees generally total between \$300.00 and

\$2,000.00. If you ask, we will provide you with an itemization of the fees you will have to pay third parties.

**FEE REIMBURSEMENT:** We may pay third party costs associated with this home equity line of credit on your behalf. If you close the home equity line of credit within 36 months of opening, you will be required to reimburse us for the bona fide third party fees paid on your behalf, as permitted by applicable law.

**PROPERTY INSURANCE:** You must carry insurance on the property that secures this plan. If the property is located in a Special Flood Hazard Area we will require you to obtain flood insurance if it is available.

**REFUNDABILITY OF FEES:** If you decide not to enter into this plan within three business days of receiving this disclosure and the home equity brochure, you are entitled to a refund of any fee you may have already paid.

**TRANSACTION REQUIREMENTS:** The minimum credit advance that you can receive is \$5,000.00 for the first advance and \$100.00 for each subsequent advance.

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

**ADDITIONAL HOME EQUITY PLANS:** Please ask us about our other available home equity line of credit plans.

**MARGIN and FLOOR RATE:** A representative margin and minimum floor rate has been used in the payment examples throughout this disclosure. However, the actual margin and minimum floor rate you receive may be different and will depend on the loan-to-value. Please ask for the margin you qualify for.

**RATE CHANGES:** The annual percentage rate can change quarterly on the first day of January, April, July and October. There is no limit on the

amount by which the annual percentage rate can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 18.0% or the maximum permitted by law, whichever is less. However, under no circumstances will your **ANNUAL PERCENTAGE RATE** go below 3.99%, 4.99% or 5.99% at any time during the term of the plan. The minimum **ANNUAL PERCENTAGE RATE** will be based on your loan-to-value ratio. Ask us for the specific rate limitations that will apply to your credit line.

**MAXIMUM RATE AND PAYMENT EXAMPLES - 216 Monthly Payoff Period:** If you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.0% would be \$157.00. This annual percentage rate could be reached at the time of the 61<sup>st</sup> payment.

**MAXIMUM RATE AND PAYMENT EXAMPLES - 360 Monthly Payoff Period:** If you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18.0% would be \$151.00. This annual percentage rate could be reached at the time of the 61<sup>st</sup> payment.

**OWNER OCCUPANCY:** The terms of this plan apply to properties that are occupied by the borrower. Please ask us for terms that apply to rental properties.

**HISTORICAL EXAMPLE:** The following table shows how the annual percentage rate and the minimum payments for a single \$10,000 credit advance would have changed based on changes in the index over the past 15 years. The index values are as of the month of January of each year. While only one payment per year is shown, payments may have varied during each year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

6 MONTH TREASURY BILL RATE INDEX TABLE – 216 MONTHLY PAYOFF PERIOD

Year (as of the month of January)	Index (Percent)	Margin <sup>(1)</sup> (Percent)	<b>ANNUAL PERCENTAGE RATE</b>	Monthly Payment (Dollars)
2009.....	0.310	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2010.....	0.160	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2011.....	0.180	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2012.....	0.060	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2013.....	0.110	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2014.....	0.070	3.250	3.990 <sup>(3)</sup>	\$100.00 <sup>(4)</sup>
2015.....	0.100	3.250	3.990 <sup>(3)</sup>	\$100.00 <sup>(4)</sup>
2016.....	0.440	3.250	3.990 <sup>(3)</sup>	\$100.00 <sup>(4)</sup>
2017.....	0.610	3.250	4.000	\$100.00 <sup>(4)</sup>
2018.....	1.590	3.250	5.000	\$100.00 <sup>(4)</sup>
2019.....	2.470	3.250	5.750	\$100.00 <sup>(4)</sup>
2020.....	1.530	3.250	5.000	
2021.....	0.090	3.250	3.990 <sup>(3)</sup>	
2022.....	0.310	3.250	3.990 <sup>(3)</sup>	
2023.....	4.680	3.250	8.000	

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

<sup>(2)</sup> This **ANNUAL PERCENTAGE RATE** reflects a fixed rate that we have provided recently, your plan may reflect a different amount.

<sup>(3)</sup> This **ANNUAL PERCENTAGE RATE** reflects a 3.990% floor.

<sup>(4)</sup> This payment reflects the minimum payment of \$100.00.

**6 MONTH TREASURY BILL RATE INDEX TABLE – 360 MONTHLY PAYOFF PERIOD**

Year (as of the month of January)	Index (Percent)	Margin <sup>(1)</sup> (Percent)	<b>ANNUAL PERCENTAGE RATE</b>	Monthly Payment (Dollars)
2009.....	0.310	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2010.....	0.160	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2011.....	0.180	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2012.....	0.060	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2013.....	0.110	3.250	5.250 <sup>(2)</sup>	\$100.00 <sup>(4)</sup>
2014.....	0.070	3.250	3.990 <sup>(3)</sup>	\$100.00 <sup>(4)</sup>
2015.....	0.100	3.250	3.990 <sup>(3)</sup>	\$100.00 <sup>(4)</sup>
2016.....	0.440	3.250	3.990 <sup>(3)</sup>	\$100.00 <sup>(4)</sup>
2017.....	0.610	3.250	4.000	\$100.00 <sup>(4)</sup>
2018.....	1.590	3.250	5.000	\$100.00 <sup>(4)</sup>
2019.....	2.470	3.250	5.750	\$100.00 <sup>(4)</sup>
2020.....	1.530	3.250	5.000	
2021.....	0.090	3.250	3.990 <sup>(3)</sup>	
2022.....	0.310	3.250	3.990 <sup>(3)</sup>	
2023.....	4.680	3.250	8.000	

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

<sup>(2)</sup> This **ANNUAL PERCENTAGE RATE** reflects a fixed rate that we have provided recently, your plan may reflect a different amount.

<sup>(3)</sup> This **ANNUAL PERCENTAGE RATE** reflects a 3.990% floor.

<sup>(4)</sup> This payment reflects the minimum payment of \$100.00.