

## Home Equity Line Account - Early Disclosure Statement

## STAR ONE CREDIT UNION

## HOME EQUITY EARLY DISCLOSURE - CALIFORNIA 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.

MINIMUM PAYMENT REQUIREMENTS: You can obtain credit advances for 10 years. This period is called the "draw period." At our option, we may renew or extend the draw period. You will be required to make payments during the draw and repayment periods. You will have the option of monthly or weekly payments during the plan. Unless otherwise specified, the language in this disclosure applies to both options.

Monthly Payment Option: During the draw period your monthly payment will equal the finance charges (interest) that accrued on the outstanding balance during the preceding month. If the interest rate increases, you will be required to make a higher payment.

After the draw period ends the repayment period will begin. The length of the repayment period is 15 years. During the repayment period, your minimum monthly payment will be set to repay the outstanding balance amortized over 180 months. 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 repayment period. If the interest rate increases, you will be required to make a higher payment. Your payment will never be less than the smaller of \$40.00, or the full amount that you owe.

Weekly Payment Option: During the draw period your payment will equal the finance charges (interest) that accrued on the outstanding balance since the last payment. If the interest rate increases, you will be required to make a higher payment.

After the draw period ends the repayment period will begin. The length of the repayment period is 15 years. During the repayment period, your minimum payment will be set to repay the outstanding balance amortized over 780 weekly payments. 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 repayment period. If the interest rate increases, you will be required to make a higher payment. Your payment will never be less than the smaller of \$10.00, or the full amount that you owe.

During both the draw and repayment periods, and with each payment option, your payment will include any amounts past due and any amount by which you have exceeded your credit limit, and all other charges. During the repayment periods for each payment option, we will round the payment up to the nearest dollar.

MINIMUM PAYMENT EXAMPLE - Monthly Payment: If you made only the minimum monthly payment and took no other credit advances it would take years, months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 8%. During that period, you would make 120 payments ranging from \$61.37 to \$67.95, followed by 178 payments of \$96.00, and one (1) final payment of \$50.45.

MINIMUM PAYMENT EXAMPLE - Weekly Payment: If you made only the minimum weekly payment and took no other credit advances it would take years, weeks to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 8%. During that period, you would make 520 payments of \$15.34, followed by 779 payments of \$22.00, and one (1) final payment of \$14.92.

FEES, CHARGES AND REIMBURSEMENT: There are some third party fees associated with opening this plan. These fees generally range between \$600.00 and \$900.00. The Credit Union may pay these fees on your behalf; however, you will be required to reimburse the Credit Union in the amount of \$500.00 if you close your line of credit plan within 24 months from its opening. If you ask, we will provide you with an itemization of the fees you may have to pay to third parties.

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.

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.

VARIABLE RATE FEATURE: This plan has a variable rate feature and the annual percentage rate (corresponding to the periodic rate) and the minimum payment may change as a result.

The annual percentage rate includes only interest and no other costs. The annual percentage rate is based on the value of an index. The index is the Prime Rate published in the Money Rates column of the Wall Street Journal. When a range of rates has been published the highest rate will be used. We will use the most recent index value available to us as of 10 days prior to the first day of January, April, July and October.

To determine the annual percentage rate that will apply to your account, we add a margin to the value of the Index. 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.

RATE CHANGES: The annual percentage rate can change quarterly on the first day of your billing cycle each 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.

MAXIMUM RATE AND PAYMENT EXAMPLES - Monthly Payment Option: During the draw period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$152.88. This annual percentage rate could be reached at the time of the 1st payment.

During the repayment period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$162.00. This annual percentage rate could be reached at the time of the 1st payment.

MAXIMUM RATE AND PAYMENT EXAMPLES - Weekly Payment Option: During the draw period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$34.52. This annual percentage rate could be reached at the time of the 1st payment.

During the repayment period, if you had an outstanding balance of \$10,000, the minimum payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$38.00. This annual percentage rate could be reached at the time of the 1st payment.

STATEMENT OF OCCUPANCY: You certify that the property for which the Home Equity Credit Line is being obtained is your primary residence. You certify that you intend to occupy the aforementioned property within thirty (30) days of the loan closing and intend to use the property as a year-round residence.

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 from the last business day of July 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.

WALL STREET JOURNAL PRIME RATE INDEX TABLE						
Year	Index (%)	Margin <sup>1</sup> (%)	ANNUAL PERCENTAGE RATE (%)		Minimum Monthly Payment(\$)	Minimum Weekly Payment(\$)
1997	8.250	0	8.250		\$68.75	\$15.87
1998	8.500	0	8.500		\$70.83	\$16.35
1999	7.750	0	7.750		\$64.58	\$14.90
2000	8.500	0	8.500		\$70.83	\$16.35
2001	9.500	0	9.500		\$79.17	\$18.27
2002	4.750	0	4.750		\$40.00	\$10.00
2003	4.250	0	4.250		\$40.00	\$10.00
2004	4.000	0	4.000		\$40.00	\$10.00
2005	5.250	0	5.250		\$43.11	\$10.00
2006	7.250	0	7.250	Draw Period	\$59.54	\$13.56
2007	8.250	0	8.250	Repayment Period	\$95.60	\$21.70
2008	7.250	0	7.250		\$90.25	\$20.48
2009	3.250	0	3.500**		\$72.69	\$16.29
2010	3.250	0	3.500**		\$72.69	\$16.29
2011	3.250	0	3.500**		\$72.69	\$16.29

<sup>(\*\*)</sup> This is a margin we have used recently for borrowers with excellent credit; your margin may be different.