

UMassFive College Federal Credit Union 200 Westgate Center Drive PO Box 1060 Hadley, MA 01035 (800) 852-5886



IMPORTANT TERMS OF OUR HOME EQUITY LINE OF CREDIT

This disclosure contains important information about your Home Equity Open-End 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 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 through a Mortgage. You could lose your home if you do not meet the obligations in your agreement with us.

Possible Actions:

Termination and Acceleration

We can terminate the Home Equity Open-End Credit Plan and require you to pay us the entire outstanding balance in one payment and charge you certain fees if:

- (a) you commit fraud or material misrepresentation at any time in connection with this Plan;
- (b) you do not meet the repayment terms of this Plan;
- (c) your action or inaction adversely affects the collateral for the Plan or our rights in the collateral.

Suspension or Reduction

We can refuse to make additional extensions of credit or reduce your credit line if:

- (a) the value of your dwelling declines significantly below its appraised value for purposes of this Plan;
- (b) we reasonably believe that you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (c) you are in default of a material obligation of this Plan;
- (d) government action prevents us from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Plan or impairs our security interest such that the value of the interest is less than 120 percent of the credit line;
- (e) a regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice;
- (f) the maximum ANNUAL PERCENTAGE RATE under this Plan is reached.

Change in Terms

Our home equity credit agreement permits us to make certain changes to the terms of this Plan at specified times or upon the occurrence of specified events.

Minimum Payment Requirements:

Draw Period:

Interest Only Payment Option: You can obtain advances of credit for 10 years (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal to the amount of accrued interest.

Standard Payment Option: You can obtain advances of credit for 10 years (the "draw period"). During the draw period, payments will be due monthly. Your minimum monthly payment will equal 1.85% of the principal balance outstanding on the last day of the billing cycle, for the last billing cycle in which an advance was made, or \$75.00, whichever is greater.

Repayment Period (Applies to both options): After the draw period ends, you will no longer be able to obtain credit advances and must pay the outstanding balance on your account (the "repayment period"). The length of the repayment period is 10 years. During the repayment period, payments will be due monthly. Your minimum monthly payment will equal 1.85% of the principal balance outstanding on the last day of the billing cycle, for the last billing cycle in which an advance was made, or \$75.00, whichever is greater. The minimum monthly payments may not be sufficient to fully repay the principal that is outstanding on your line of credit by the end of the repayment period. If they are not, you will then be required to pay the entire balance in a single payment. Balances of less than \$75.00 must be paid in full.

Balloon Payment: The minimum payment may not reduce the principal that is outstanding on your line by the final payment date. You will then be required to pay the entire balance in a single "balloon" payment. You will also be required to immediately pay the entire balance in a balloon payment if you terminate your Plan. Unless otherwise required by applicable law, we are under no obligation to refinance the balloon payment at that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you money. If you refinance the balloon, you may have to pay some or all of the closing costs normally associated with a new loan.

Minimum Payment Examples:

Interest Only Payment Option: If you made only the minimum monthly payment and took no other credit advances, it would take 15 years and 6 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 7.25%. During that period, you would make 120 payments of \$60.42 followed by 65 payments of \$185.00, with a final payment of \$118.49.

Standard Payment Option: If you made only the minimum monthly payment and took no other credit advances, it would take 5 years and 6 months to pay off a credit advance of \$10,000 at an **ANNUAL PERCENTAGE RATE** of 7.25%. During that period, you would make 65 payments of \$185.00 with a final payment of \$118.49.

Fees and Charges: To open and maintain an account, you must pay the following fees to us:

Late Charges: If your payment is 15 days late or more, you will be charged \$25.00.

To open your account, you must pay certain fees to third parties such as appraisers, credit reporting firms, and government agencies. These fees generally total between \$400.00-\$1,000.00. 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 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.

Access to the Plan: You may obtain advances under your plan by telephone, by check, in person, or by online banking.

Transaction Requirements: There is no minimum requirement for initial advances or subsequent advances.

Tax Deductibility: You should consult a tax advisor regarding the deductibility of interest and charges for this Plan.

Refundability of Fees: If you decide not to enter into this Plan within three business days of receiving this disclosure and the handbook entitled "What You Should Know About Home Equity Lines of Credit," you are entitled to a refund of any fees you may have already paid.

Variable Rate Feature: This Plan has a variable rate and the ANNUAL PERCENTAGE RATE and corresponding periodic rate and minimum payment can change as a result. The ANNUAL PERCENTAGE RATE does not include costs other than interest.

The **ANNUAL PERCENTAGE RATE** is based on the value of an index. The index is the highest rate of interest identified as the 'Prime Rate' in the 'Money Rates' section of the Wall Street Journal on the third Thursday of the month. 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, margins and **ANNUAL PERCENTAGE RATES**. After you open an account, rate information will be provided on periodic statements that we send you.

Rate Changes: The annual percentage rate can change monthly on the first of each month. The maximum ANNUAL PERCENTAGE RATE that can apply is 18%. The ANNUAL PERCENTAGE RATE will not fall below 3.5% during the Plan.

Maximum Rate and Payment Example:

Interest Only Payment Option: If you had an outstanding balance of \$10,000 at the beginning of the draw period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$150.00. The maximum Annual Percentage Rate during the draw period could be reached in the first month. If you had an outstanding balance of \$10,000 at the beginning of the repayment period, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$185.00. The maximum Annual Percentage Rate during the repayment period could be reached in the second month.

Standard Payment Option: If you had an outstanding balance of \$10,000, the minimum monthly payment at the maximum **ANNUAL PERCENTAGE RATE** of 18% would be \$185.00. This Annual Percentage Rate could be reached in the first month.

Prepayment: You may prepay all or any amount owing under this Plan without penalty unless we have paid your third party fees. If we have paid your third party fees, then the "Waiver of Third Party Fees; Reimbursement" provision applies. Payment in full shall not terminate this agreement or cancel the security instrument securing this Plan unless you specifically request that we do so.

Waiver of Third Party Fees; Reimbursement: If made available to you, we may pay your closing costs. However, if you payoff your line and close your Plan within 24 months of opening the Plan, you must reimburse us in the amount of the fees paid by us. We may take this amount from your shares and deposits with the credit union, or add it to your outstanding balance, unless other payment arrangements are made. If added to your balance, this amount becomes secured by your Mortgage or Deed of Trust, and our lien will not be extinguished or the Mortgage or Deed of Trust released until all amounts are paid in full.

Historical Example: The following table shows how the 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 first Monday in February. If the first Monday is a holiday then the index values are from the first business day following that Monday.

The table assumes that no additional credit advances were taken and that only the minimum payment was made. It does not necessarily indicate how the index or your payments would change in the future.

Interest Only Payment Option:

YEAR	INDEX (%)	MARGIN (1) (Percent)	ANNUAL PERCENTAGE RATE	MONTHLY PAYMENT (Dollars)
2011	3.25	-0.25	3.50 (2)	\$29.17
2012	3.25	-0.25	3.50 (2)	\$29.17
2013	3.25	-0.25	3.50 (2)	\$29.17
2014	3.25	-0.25	3.50 (2)	\$29.17
2015	3.25	-0.25	3.50 (2)	\$29.17
2016	3.50	-0.25	3.50 (2)	\$29.17
2017	3.75	-0.25	3.50 (2)	\$29.17
2018	4.50	-0.25	4.25	\$35.42
2019	5.50	-0.25	5.25	\$43.75
2020	4.75	-0.25	4.50	\$37.50
2021 (3)	3.25	-0.25	3.50 (2)	\$185.00
2022	3.25	-0.25	3.50 (2)	\$185.00
2023	7.75	-0.25	7.50	\$185.00
2024	8.50	-0.25	8.25	\$185.00
2025	7.50	-0.25	7.25	\$185.00

- 1. This is a margin we have used recently; your margin may be different.
- 2. This reflects a lifetime floor of 3.5%.
- 3. The repayment period begins in this year.

Standard Payment Option:

YEAR	INDEX (%)	MARGIN (1) (Percent)	ANNUAL PERCENTAGE RATE	MONTHLY PAYMENT (Dollars)
2011	3.25	-0.25	3.50 (2)	\$185.00
2012	3.25	-0.25	3.50 (2)	\$185.00
2013	3.25	-0.25	3.50 (2)	\$185.00
2014	3.25	-0.25	3.50 (2)	\$185.00
2015	3.25	-0.25	3.50 (2)	\$185.00
2016	3.50	-0.25	3.50 (2)	\$0.00 (3)
2017	3.75	-0.25	3.50 (2)	
2018	4.50	-0.25	4.25	
2019	5.50	-0.25	5.25	
2020	4.75	-0.25	4.50	
2021 (4)	3.25	-0.25	3.50 (2)	
2021 (4)	3.25	-0.25	3.50 (2)	
2023	7.50	-0.25	7.50	
2024	8.50	-0.25	8.25	
2025	7.50	-0.25	7.25	

- 1. This is a margin we have used recently; your margin may be different.
- 2. This reflects a lifetime floor of 3.5%.
- 3. Under the example above, the payment is \$0.00 because the balance is paid off in the previous year. In other scenarios your payment amount would be different and payments could continue through the draw period and the repayment period.
- 4. The repayment period begins in this year.