

HOME EQUITY LINE OF CREDIT/CLOSED-END MORTGAGE COST PROGRAM
For Free Access to Cash (FAC) Program and Rewards Tier Status

U.S. Postal Service Federal Credit Union offers its members a Home Equity Line of Credit/Closed-End Mortgage Cost program featuring competitive interest rates and a convenient loan application and closing process. As an added benefit to this program, the Credit Union offers to members of its Free Access to Cash (FAC) program and those with Rewards status, to bear up to \$1,000.00 of such members' closing costs associated with the processing and settlement of home equity loans requested and approved under this program. If you wish to participate in this program and redeem this benefit, please read the following disclosure and execute the acknowledgement below. The Credit Union's previous cost program(s) are terminated effective September 1, 2012, and replaced by this cost program alone as of even date.

DISCLOSURE AND ACKNOWLEDGMENT

I, _____, neither being a member of the FAC program nor holding Rewards status, hereby acknowledge that I do not qualify for any Credit Union cost program as of September 1, 2012, and that I will be responsible for paying closing costs either out of pocket at settlement or from the proceeds of any loan taken during my transaction.

OR

DISCLOSURE AND ACKNOWLEDGMENT

I, _____, being a member of the FAC program or a holder of Rewards status, hereby acknowledge that I have applied for or am applying for a home equity line of credit or home equity closed-end mortgage (hereinafter referred to as "home equity loan") to be taken with U.S. Postal Service Federal Credit Union (hereinafter referred to as the "Credit Union"), acknowledge that the Credit Union has offered to bear up to \$1,000.00 of the costs associated with processing and settlement of said home equity loan, as an allowance toward standard charges as set forth below, when said home equity loan is approved as a result of this application and subject to the terms and conditions set forth below, acknowledge that I have read the terms and conditions set forth below, and agree to such terms and conditions and accept the Credit Union's offer in accordance with the provisions herein and on pages 2 through 4 below.

TERMS AND CONDITIONS

1. Eligibility.

a. To be eligible for the Home Equity Line of Credit the Member is required to have the following services open with the Credit Union: Checking Account; Visa Check Card (Debit Card); CU E-Link.

2. Closing Cost Allowance.

a. Costs paid: The Credit Union agrees to bear up to \$1,000.00 of the costs associated with the processing and settlement of the member's home equity loan, as an allowance toward standard charges including but not limited to the following: (i) in-house loan underwriting and processing, to include services provided by the Credit Union loan department as well as those contracted by the Credit Union for inspections, appraisals, and other loan-related services at standard rates; (ii) title and settlement fees charged by title companies and their insurers, contractors, and service providers at reasonable rates as set forth below; and (iii) recordation fees and taxes levied by governmental authorities.

b. Items other than true costs: This allowance may not be applied to (i) escrow reserves or pre-paid items such as pro-rata mortgage interest, real property tax escrow, hazard or mortgage insurance escrow, (ii) payoffs on debts or obligations relating to the real property or otherwise, including but not limited to delinquent real property taxes, condominium or home owner association fees, or liens of record; or (ii) fees charged for loan discounts or other special products fees to purchase long-term interest rate benefits.

c. Reasonableness of costs: Costs will be paid by the Credit Union only to the extent that they are reasonable and in amounts that are in accordance with custom in the community in which the subject real estate lies, at the determination of the Credit Union. Charges by service providers referenced as affiliated businesses of the Credit Union are deemed reasonable by the Credit Union. If a member desires the services of an un-affiliated provider, the member must convey such directive to the Credit Union staff processing the home equity loan at the time of application to afford sufficient time for review of such provider's rates and the rendering either of requisite pre-approved by the Credit Union or notification to the member that some or no portion of said provider's fee will be paid from the allowance. The Credit Union's approval of unaffiliated service provider rates will be based upon the community market and custom. No aspect of this provision is promulgated to mitigate a member's right to elect qualified service providers of their own selection.

3. Reimbursement for Costs.

a. Non-approval of applications: In the event that a member's application is not approved by the Credit Union, the member's application fee already paid to the Credit

Union will be the limit of fees charged by the Credit Union directly. With respect to any costs already incurred at the time of the Credit Union's determination of non-approval, notwithstanding the possibility that such costs could have been paid at closing as closing costs, said costs shall be assessed directly to the member as this program will not have taken effect.

b. Cancellation or suspension of applications by members: In the event that a member requests an existing and pending application be cancelled or suspended, any closing costs already incurred at the time of the Credit Union's receipt of said request and chargeable to the Credit Union, based upon standard practice, will be paid by the Credit Union and assessed to the member for reimbursement.

c. Reimbursement for costs paid when home equity loan satisfied and closed in less than three years: If a member satisfies the full balance of any closed-end home equity loan or satisfies the balance of and closes any home equity line of credit before the passage of thirty-six (36) months following the settlement date of said home equity loan for subject to this program, whether by sale of property, refinance of home equity loan, or satisfaction in any other way not directly resulting from the application of another loan product funded by the Credit Union, the member shall be responsible for reimbursing the Credit Union for paid closing costs.

If a member satisfies a home equity loan subject to this program in less than three years following settlement thereof by refinancing said indebtedness but the new means of financing is through the Credit Union or its affiliates, such as Credit Union Mortgage Association, Inc., in conjunction with the Credit Union, the member will be responsible for reimbursing the Credit Union for the fraction of paid closing costs representing the number of days between the date of refinance settlement and the date when thirty-six (36) months following the subject home equity loan's settlement divided by 1,095 days comprising a total thirty-six (36) month period. Similarly, if a member satisfies a home equity loan subject to this program in less than three years following the settlement thereof by sale of the subject property but purchases another property within twelve (12) months with financing through the Credit Union or its affiliates, such as Credit Union Mortgage Association, Inc., in conjunction with the Credit Union, the member will be responsible for reimbursing the Credit Union for the fraction of paid closing costs representing the number of days between the date of refinance settlement and the date when thirty-six (36) months following the subject home equity loan's settlement divided by 1,095 days comprising a total thirty-six (36) month period, subject to the member notice requirements and Credit Union verification set forth below.

4. Benefit Redeemable Once within Thirty-six (36) Month Period. Generally, the benefit of this rule can be taken only once for a member listed as a record owner of the property that was the subject of a home equity loan closed under this program within a thirty-six (36) month period commencing from the most recent settlement under this program. However, as an exception to this rule, if a member's subsequent home equity loan financing the satisfaction of the most recent settlement under this program, said

subsequent home equity loan may be the subject of further participation with this program.

5. Qualifying Home Equity Loans. This program applies to closed-end home equity loans bearing an original loan principal of \$10,000.00 or more and home equity lines of credit bearing an original credit limit of \$10,000.00 or more. This program does not apply to home equity loans with respect to any property lying and situate in the State of Texas or Puerto Rico, the Virgin Islands or any other non-state territory of the United States of America, due to the nature of legal systems in these jurisdictions, or property lying and situate in any foreign territory.

6. Authorization and Agreement Regarding Reimbursement. In any event when a member becomes responsible for paying an assessment by the Credit Union or reimbursing the Credit Union for some or all closing costs paid, on account of the member's prior review of these terms and conditions and execution of this acknowledgment, the Credit Union shall not be required to issue an advance invoice or other notice and may debit any one or more depository account maintained by the member with the Credit Union to collect part or all of said amounts due and owing upon satisfaction. In the event of a member's right to capture the benefit of pro-rata closing cost benefits on account of obtaining financing for a replacement property within the above-referenced time frame from the satisfaction of a subject home equity loan, the Credit Union may collect the full amount of closing costs paid and then refund the appropriate pro-rata portion upon receipt and verification of the member's request for consideration of subsequent financing. Following the debit of one or more accounts, the Credit Union will issue notice of the date and amount of any such debit, identifying the same within its standard practices for statements and notifications. In the event that part or all of the assessment or reimbursement cannot be collected as set forth above, the Credit Union will issue the member an invoice for the same due and payable immediately.

Furthermore, I acknowledge that I will be liable to the Credit Union for any and all costs borne by the Credit Union on my behalf in accordance with this program if any of the terms and conditions set forth herein are not met and/or not complied with by me, or do not occur and/or do not continue to exist, and I agree to authorize the Credit Union's debiting of my Credit Union account(s) and/or to tender payment to the Credit Union promptly upon its issuance of notice that such amount is due and not to be collected from any among my Credit Union accounts.

Furthermore, by signing below, I authorize the Credit Union to commence processing of my application for the home equity loan product designated on my application and upon approval thereof incurring any costs associated with the processing and settlement thereof as defined herein.

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ACKNOWLEDGED, AGREED TO AND ACCEPTED:
MEMBER:

Name:

Date

Member #:
