



OHA MALAMA LOAN AGREEMENT (UNSECURED)

560 N. Nimitz Highway, Box 6, Honolulu, Hawaii 96817

Loan No. _____ Amount of Loan \$ _____
 Date of loan _____ Interest Rate _____ % a year
 Maturity (Loan Due) _____

THE OFFICE OF HAWAIIAN AFFAIRS, A body corporate, existing under the Constitution and Laws of the State of Hawaii ("OHA") is pleased to make this loan to the persons signing below as Borrower(s) ("you" and "your"). You promise to pay to us, or to someone else if we so order, at our above address, the Amount of Loan stated above (this amount is called "Principal") plus interest on the decreasing unpaid Principal Balance at the Interest Rate stated above by making the payments stated in your Payment Schedule. The Annual Percentage Rate may be higher than the Interest Rate if a prepaid finance charge is shown in the Itemization of Amount Financed. Prepaid finance charges are included in determining the Annual Percentage Rate, but are not included and computed as part of the Interest Rate. You also will pay everything else you owe under the terms of the Agreement with your last scheduled payment. You have no right to refinance any final balloon payment.

YOUR DISCLOSURE BOX

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you. \$ _____ e	Amount Financed The amount of credit provided to you or on your behalf. \$ _____ e	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ _____ e
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Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
	\$ _____	And on the Same Day of Each Following Month
	\$ _____	

Security: Collateral securing other loans with us may also secure this loan.

Late Charge: If we do not receive your monthly payment by the end of 10 calendar days after the date its due, we will charge you a Late Charge equal to 5% of the amount that is late.

Prepayment: If you pay off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the Finance Charge.

Insurance: Credit Life and Credit Disability Insurance is not required and is not available through Lender.

See the rest of this Agreement and any other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds, and penalties.

By signing below, I/we acknowledge that this Agreement was filled in before you signed it, and you/we agree to all of the above terms and the Additional Terms on page 2. By signing this Agreement, I/we also acknowledge receipt of a copy of it and direct payment as indicated in the itemization of Amount Financed on page 2.

 Borrower

 Street

 City, State, Zip

 Borrower

 Street

 City, State, Zip

Notice to Cosigner/Guarantor
You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which may increase this amount. The Lender can collect this debt from you without first trying to collect from the borrower. The Lender can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, the fact may become a part of your credit record. This notice is not the contract that shall make you liable for the debt.

GUARANTY. Each person signing below acknowledges having first read the notice titled "Notice to Cosigner/Guarantor" printed above and guarantees to us the payment and performance of this Agreement (including the Additional Terms on pages 2 and 3) and agrees to all of its terms, including particularly the provisions captioned "Waivers," "Scope of Your Responsibility," "Scope of Our Rights" and "Recovery of Reversed Payments" set forth on page 2.

 Guarantor

 Guarantor

NOTICE: See pages 2 for Additional Terms which is part of this Agreement

ADDITIONAL TERMS

Itemization of the Amount Financed		
1. Amount given to you Directly		
a. By Check No. _____	\$ _____	
b. By Check No. _____	\$ _____	
c. Deposit to Acct. _____	\$ _____	
	Total of (1)	\$ _____
2. Amount Paid on Your Account		
a. Pay Down Ln. # _____	\$ _____	
b. _____	\$ _____	
c. _____	\$ _____	
	Total of (2)	\$ _____
3. Amount Paid to Others on Your Behalf		
	3A Paid in	3B Financed
	\$ _____	\$ _____
a. _____	\$ _____	\$ _____
b. _____	\$ _____	\$ _____
c. _____	\$ _____	\$ _____
d. _____	\$ _____	\$ _____
	Total of (3B)	\$ _____
4. Prepaid Finance Charge		\$ _____
5. Amount Financed (1+2+3 less 4)		\$ _____

APPLICATION OF PAYMENTS. Your payments will be applied first to interest, second to principal; third to late charges and then any to other fees not charged to principal. We will not be required to accept partial payments. We may hold any partial payment without applying such payment to amounts due.

PERMITTED FINANCE CHARGE. We do not wish to charge you more finance charge than is permitted by law, and we believe we are not doing so. However, if changes in your Payment Schedule are necessary to comply with any law, we may give you a refund or make appropriate adjustments or changes to payments already made or to future payments in order to reduce the amounts of finance charge or the period we may collect it to the legally permitted limits.

COLLECTION CHARGES. You will pay on demand all reasonable attorneys' fees which we may incur in collecting this loan, whether or not suit is filed, court costs, and costs and expenses of legal remedies to the extent permitted by law.

OTHER CHARGES. You agree to pay us a returned payment check fee (assessed each time your payment checks is returned unpaid due to insufficient funds, stop payment order, or similar cause regardless of whether you are in default under the Agreement). The amount of the fee is currently \$20.00, and this amount may be adjusted or the fee waived by us from time to time.

In addition, if we incur expenses or perform services due to a special request by you, you agree to pay us such charges and any other charges that you have agreed to pay pursuant to this Agreement, upon and in accordance with written notice from us to you.

DEMAND FOR WHOLE BALANCE (ACCELERATION). If you do not pay off your monthly payment by the last day of the month in which it is due, or if you otherwise default under this Agreement, we may demand all you owe be paid at once without any advance notice. This is called our right of "acceleration."

DEFAULT. You will be in default if:

- You do not make any payment when due under this Agreement or any other obligation you OWE us;
- You break any of your other promises under this Agreement;
- You die, terminate, or dissolve your business, corporation or other entity or are involved in any bankruptcy or insolvency proceeding brought by or against you.
- You default under any loan extension of credit, security agreement, purchase or sale agreement, or any other agreement in favor of any other creditor or person that may materially affect any of my property or my ability to perform the obligations under this Agreement or any related documents.
- Any representation that you have made to us in this Agreement or to induce us to make this Agreement is false; or
- Any of the preceding events occurs with respect to any guarantor of this Agreement.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, at our election, the Interest Rate shall be increased to the lesser of eight percent (8%) or the maximum rate that is permitted by law, until such time that payment is no longer past due. Your periodic payments under this Agreement will increase as a result of such increase in your Interest rate.

LATE CHARGES. If we do not receive any payment from you by ten (10) calendar days after the date your payment is due, you may be charged and agree to pay a late charge of 5% of the amount overdue, but not including past due amounts which have already been subject to late charge. If we decline to charge a late charge for any payment, it does not mean that we have waived or given up our right to charge a late charge for any late payment in the future.

EARLY PAYMENT. To save on interest, you may pay down your balance or pay off your loan any time before your loan matures. This is called "prepayment." There is no penalty if you do this.

FINANCIAL INFORMATION. We are relying on the information you have given in your application for this loan. You guaranty that this information is true and correct, and that any future information you give to us will also be true and correct. You agree to immediately notify us of any important adverse changes which affect the information you have given. Upon our future request, for the term of this Agreement, you agree to promptly give us accurate information about yourself, financial, income and otherwise. You authorize us to ask others about your credit history and to give information about your experiences with us in response to legitimate credit inquiries.

WAIVERS. You waive your rights to require us to do certain things. Those things are: (a) to demand payment of amounts due (Known as "presentment"); (b) to give notice that amounts due have not been paid (known as "notice of dishonor"); and (c) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises in this Agreement or who agrees to make payment to us if you fail to keep your promises under this Agreement, or who signs this Agreement to transfer it to someone else, also waives these rights. These persons are known as "guarantors."

SCOPE OF YOUR RESPONSIBILITY. If more than one borrower signs this Agreement, each of you is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Agreement. Any guarantor of this Agreement (as described in the preceding paragraph) is also obligated to do these things. We may enforce our rights under this Agreement against each of you individually or against all of you together. This means that any one of you may be required to pay all of the amounts owed under this Agreement. Any person who takes over your rights or obligations under this Agreement will have all of your rights and must keep all of your promises made in this Agreement. Any person who takes over the rights or obligations of the guarantor of this Agreement (as described in the preceding paragraph) is also obligated to keep all of the promises made in this Agreement. You cannot assign this Agreement without our written consent.

SCOPE OF OUR RIGHTS. We may exercise the following rights without giving notice to anyone, getting the consent of anyone, or releasing anyone from the obligation to pay the full amount of this Agreement. Those rights are: (a) to delay or change the amount of the payments due under this Agreement; (b) to extend, renew, or change any other term of this Agreement; (c) to take or release other security (including a co-guarantor); (d) to grant any releases or compromises; (e) to sue any guarantor directly without first suing you or any other person or selling any security or pursuing any other remedy; or (f) to collect from any guarantor notwithstanding real or personal defenses (such as usury or failure of consideration) you may have. We also have other rights which the law gives to us. Any person who takes over our rights under this Agreement will have all of our rights.

RECOVERY OF REVERSED PAYMENTS. If any payment previously applied to your obligation under this Agreement must be returned by us as a voidable preference under the Bankruptcy Code or for any other reason whether by court order, administrative order, settlement or otherwise, you and any guarantor of this Agreement will remain liable for the full amount returned. You and any such guarantor will remain liable as if such amount had never been received by us, notwithstanding any cancellation of this Agreement or termination of the guaranty or other note evidencing the obligation of any guarantor.

CONTINUATION OF OUR RIGHTS. Even if we do not exercise or enforce any right which we have under this Agreement or under the law, we will still have all of those rights and may exercise and enforce them in the future.

EXERCISE OF MORE THAN ONE RIGHT. Each of our rights under this Agreement is separate. We may exercise and enforce one or more of those rights, as well as any of our other rights under the law, one at a time or all at once.

TIME. You acknowledge that it is essential that you make your payments and keep all your promises under this Agreement on time.

NOTICE. Whenever we are required to give you any notice, you agree that 5 days' notice is sufficient. We will have given you notice if we mail the notice to you, postage prepaid, at the address below your signature, or at any other address that you give us in writing, or at your last address known to us.

GOVERNING LAW. This Agreement has been delivered to us and accepted by us in the State of Hawaii. By signing this Agreement you (including all borrowers and guarantors) agree to submit to the jurisdiction of the local and federal courts in the State of Hawaii, and further agree that any legal action that may be filed by you elsewhere will be transferred to an appropriate court in Hawaii, if we decide that we want it to be transferred. The law of the State of Hawaii will govern this Agreement, except that this sentence shall not limit or waive the application of any federal law or regulation. If any term of this Agreement conflicts with the law, all other terms of this Agreement will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Agreement which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

CAPTIONS. The captions and titles of this Agreement are for convenience only. They may not be used to interpret or to define the terms of this Agreement.

WHOLE AGREEMENT. You understand that this Agreement contains all of your rights and responsibilities. No oral statements will be binding. All changes must be approved by us in writing.