



FARM CREDIT SERVICES OF HAWAII, ACA
Federal Land Bank Association of Hawaii, FLCA
Hawaii Production Credit Association

Borrower Privacy

Your privacy is important to us. We want you to know that we hold information regarding your character, credit standing and property in strict confidence. We do not sell or trade our customers' personal information to marketing companies or information brokers.

FCA rules allow us to disclose customer information to others in these situations:

- We may disclose information of a type ordinarily contained in published reports or press releases, or as necessary in performing official duties.
- For the purpose of protecting the security position of the institution, we may provide lists of borrowers to buyers, warehousemen, and others who deal in produce or livestock of the kind that secures such loans, except to the extent such actions are prohibited by State laws adopted in accordance with the Food Security Act of 1985.
- Within 7 days after receipt of written request by a stockholder, we shall provide a current list of our stockholders' names, addresses, and classes of stock held to such requesting stockholder, but we may impose conditions thereto.
- Examiners and other authorized representatives of the Farm Credit Administration and the bank concerned shall have free access to all information, records, and files.
- In connection with a legitimate law enforcement inquiry, accredited representatives of any agency or department of the United States may be given access to information upon presentation of official identification and written request specifying certain matters.
- We may supply statistical and other impersonal information pertaining to groups of borrowers, applicants, and loans, in response to requests from any department or independent office of the Government of the United States, or responsible private organizations, with the understanding that the information will not be published.
- Information concerning borrowers may be given for the confidential use of any Farm Credit institution in contemplation of the extension of credit or the collection of loans.
- Information based solely on transactions or experience with a borrower, such as amounts of loans, terms, and payment records, may be given by us to any reliable organization for its confidential use in contemplation of the extension of credit or to a consumer reporting agency.
- Credit information concerning any borrower may be given when such borrower consents thereto in writing.

- In litigation between a borrower (or a borrower's successor in interest) and us, we may disclose confidential information about that borrower or the successor in interest during the litigation.
- Any information or analysis of information requested during the course of mediation by a State agency, governor's office or mediator under any State mediation program certified under section 501 of the Agricultural Credit Act of 1987, may be provided to the State agency, governor's office or mediator, with the approval of the borrower.
- Information concerning borrowers contained in an appraisal report may be given by us to any State agency certifying and licensing real estate appraisers subject to certain conditions.
- Collateral evaluation reports may be released to a loan applicant, when required by the Equal Credit Opportunity Act or related regulations.
- We may disclose information as required or permitted by law or order of court or otherwise not prohibited.
- Each person that signs this writing is called "Signer". Each Signer appoints each other Signer as the appointing Signer's agent to give and receive notices, communications, or other materials. Each Signer is the agent for each other Signer. Any notice, communication, or material given to or received from any Signer will have the same effect as notice, communication, or material to or from each and every Signer. Each Signer will bear the sole responsibility to ensure that the other Signer(s) communicate(s) completely and truthfully with Lender and among or between Signers. However, the foregoing shall not apply to any notice required to be given to a particular person or to particular persons under the Farm Credit Act or regulations thereunder, and such notices shall be given as required by the act or regulations. Each Signer further hereby expressly agrees that confidential information or materials about any Signer(including things that may relate to the Signer's character, credit standing and property) may be given (is permitted to be given) to any other Signer and that giving of such confidential information or materials will not constitute a violation of any rights (of privacy or otherwise) of the Signer to whom the confidential information or materials pertain(s), and each Signer expressly waives all rights, claims, and causes of action based on the giving of such Signer's confidential information to any other Signer. Without limiting the generality of the foregoing, each Signer agrees that any "distressed loan" notice (12CFR 617.7410 and 12CFR 617.7425) shall be given to those persons required by law to receive the notice and also may be given to any other Signer (whether or not required by law) and that the giving of such notice will not constitute a violation of any rights (of privacy or otherwise) of the Signer whose loan is identified as "distressed" in the notice, and each Signer expressly waives all rights, claims, and causes of action based on the giving of any "distressed loan" notice concerning such Signer to any other Signer.

In addition, to the extent not prohibited by FCA rules, we reserve the right to disclose any information as we deem reasonable and necessary to our business, and to revise and update this notice from time to time.

This notice is not a warranty or a part of any loan documents. This notice is not a contract on our part, gives you no cause of action or right against us, and is only a summary of the applicable privacy regulations as they exist on this date. You should not rely on this summary; if there is any discrepancy between this summary and the actual regulations, the regulations prevail. The regulations may change over time; we are not responsible to notify you of any changes; this notice shall be deemed automatically to be revised to conform to changes in the regulations.

Date of this notice: May 18, 2009

Acknowledgment:

Signature

Date

Signature

Date

