

## HILLTOP NATIONAL BANK READY RESERVE AGREEMENT AND DISCLOSURE

<b>Interest Rate and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Credit Line Advances</b>	18.000%
<b>Paying Interest</b>	You will be charged interest from the transaction date.

<b>Fees</b>	
<b>Annual Fee:</b>	<b>None</b>
<b>Penalty Fees:</b>	<b>None</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance (including current transactions)." See this account agreement on page 2 for specific details.

**Billing Rights.** Information on your rights to dispute transactions and how to exercise those rights is provided in this account agreement.

**Your Account and Credit Line.** This is the agreement and disclosure that governs your Ready Reserve Credit Line. Please read it and keep it for your records. If your application for the Ready Reserve Credit Line is accepted, Hilltop National Bank will open a revolving line of credit to be used with your designated Checking Account. You accept and agree to be bound by the terms of this Agreement once your application for the Ready Reserve Credit Line has been approved. Upon acceptance of this Agreement, the Bank will establish a revolving line of credit "Ready Reserve" in connection with the accountholder's checking account. The maximum amount of the Ready Reserve Credit Line shall be such amount as the Bank may authorize by written notice to accountholder ("Maximum Credit"). You may borrow against the Ready Reserve Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Ready Reserve Credit Line Account balance exceed your Credit Limit. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Ready Reserve Credit Line Account exceeds your Credit Limit, even if we have not yet billed you.

In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who has executed a separate Application for a Ready Reserve revolving line of credit. This includes any agent who may sign checks. In that case, the accountholder will be responsible for any balance created.

The words "we," "us," "our," and "Lender" mean Hilltop National Bank. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature along, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement.

**You agree to the following terms and conditions:**

**Term.** The term of your Ready Reserve Credit Line will begin as of the date of your receipt of this Agreement ("Opening Date") and will continue until termination of your Ready Reserve Credit Line Account. All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon termination. The draw period of your Ready Reserve Credit Line will begin on the Opening Date. You may obtain credit advances during this period ("Draw Period").

**Minimum Payment.** Your "Regular Payment" will be based on a percentage of your outstanding balance, including principal and unpaid interest, as shown below or \$25.00, whichever is greater. Your payments will be due monthly. This means that you have a monthly billing cycle.

<b>Range of Balance</b>	<b>Regular Payment Calculation</b>
<b>All Balances</b>	<b>4.167% of your outstanding balance</b>

Your "Minimum Payment" is your Regular Payment, plus any amounts past due and all fees and charges.

A change in the Annual Percentage Rate (also known as "APR") can cause the balance to be repaid more quickly or more slowly. When rates decrease, less interest is due, so more of the payment repays the principal balance. When rates increase, more interest is due, so less of the payment repays the principal balance. If this happens, we may adjust your payment as follows: your final payment may be increased. In any event, if your Ready Reserve Credit Line balance falls below \$25.00, you agree to pay your balance in full. You agree to pay not less than the minimum Payment on or before the due date indicated on your periodic billing statement.

**How Your Payments Are Applied.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to accrued interest; and then to unpaid principal.

**Receipt of Payments.** The accountholder promises to repay all sums advanced under this agreement, together with FINANCE CHARGES as follows: On the Ready Reserve Credit Line payment due date each month, accountholder authorizes the Bank to deduct from accountholder's checking account and credit accountholder's Ready Reserve Credit Line balance an amount equal to 4.167% of the unpaid Ready Reserve Credit Line balance or \$25.00, whichever sum is greater, unless a lesser amount would pay the balance in full. In any event, if your Ready Reserve Credit Line balance falls below \$25.00, you agree to pay your balance in full. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

In addition to such minimum payment, the accountholder will be liable for any amount advanced in excess of the accountholder's maximum credit.

**Charges to your Credit Line.** We may charge your Ready Reserve Credit Line to pay other fees and costs that you are obligated to pay under this Agreement or any other document related to your Ready Reserve Credit Line. Any amount so charged to your Ready Reserve Credit Line will be a credit advance and will decrease the funds available, if any, under the Ready Reserve Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

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**Credit Advances.** Beginning on the Opening Date, we will honor your requests for credit advances up to your Ready Reserve Credit Limit so long as: (A) you are not in default under the terms of this Agreement; (B) this Agreement has not been terminated or suspended.

**Telephone Request.** Requesting a credit advance from your Ready Reserve Credit Line to be applied to your designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.

**Overdrafts.** Writing a check on your designated checking account with us in excess of the available collected balance in the account.

**Requests By Mail.** Requesting an advance by mail.

**Requests in Person.** Requesting a credit advance in person at any of our authorized locations.

If there is more than one person authorized to use this Ready Reserve Credit Line Account, you agree not to give us conflicting instructions, such as one Borrower telling us not to give advances to the other.

**Transaction Requirements.** The following transaction limitations will apply to the use of your Ready Reserve Credit Line:

**Telephone Request, Overdraft, Request By Mail and In Person Request Limitations.** There are no transaction limitations for requesting an advance by telephone, writing a check in excess of your checking account balance, requesting an advance by mail or requesting an advance in person.

**Security.** This agreement is secured by the accountholder's deposit accounts at the Bank, as well as any other property of the accountholder's in the Bank's possession from time to time. Collateral securing other loans, may also secure this agreement. However, the accountholder's principal dwelling does not secure this agreement.

**Right of Setoff.** To the extent permitted by applicable law, we reserve a right of setoff in all your accounts with us (whether checking, savings, or some other account), including without limitation, all accounts you may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

**Periodic Statements.** If you have a balance owing on your Ready Reserve Credit Line Account or have any account activity, we will send you a periodic statement, unless prohibited by applicable law. It will show, among other things, credit advances, interest charges, fees, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

**When Interest Begins To Accrue.** Interest on credit advances under your Ready Reserve Credit Line will begin to accrue on the date credit advances are posted to your Ready Reserve Credit Line. There is no "grace period" which would allow you to avoid paying interest on your Ready Reserve Credit Line credit advances.

The Bank reserves the right to change the Annual Percentage Rate at any time as to both future and existing balances due hereunder, upon notice to accountholder. Any change in the Annual Percentage Rate will be made in compliance with Wyoming state law and federal law.

**Method Used to Determine the Balance on Which Interest Will Be Computed.** We figure the interest charge on your Ready Reserve Credit Line Account by applying the daily periodic rate to the "daily balance" (including current transactions) of your Ready Reserve Credit Line Account for each day in the billing cycle. To arrive at the daily balance, the Bank will use the beginning balance of accountholder's Ready Reserve Credit Line each day, add any new advances and subtract any payments or credits. This gives us the "daily balance."

**Method of Determining the Amount of Interest Charges.** The interest charged to your Ready Reserve Credit Line is determined by applying the applicable daily "Periodic Rate" to the balance described herein. Then we add together the periodic interest charges for each day in the billing cycle.

**Periodic Rate and Corresponding Annual Percentage Rate.** The Periodic Rate and the corresponding Annual Percentage Rate on your Ready Reserve Credit Line are based upon an Annual Percentage Rate on ranges of balances as shown below. To determine the Periodic Rate that will apply to your account, we then divide the value of the interest rate by the number of days in a year (daily). To obtain the Annual Percentage Rate we multiply the Periodic Rate by the number of days in a year (daily). This result is the Annual Percentage Rate.

### Current Rates

<b>Range of Balances or Conditions</b>	<b>Interest Rate</b>	<b>Corresponding Annual Percentage Rate</b>	<b>Daily Periodic Rate</b>
All Balances	18.000%	18.000%	0.04932%

**Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds.**

**Default.** We may declare you to be in default if any one or more of the following events occur: (A) you fail to pay a Minimum Payment when due; (B) you die; (C) you make any false or misleading statements on your Ready Reserve Credit Line application; (D) you violate any provision of this agreement or any other agreement with us; (E) any garnishment, attachment, or execution is issued against any material asset owned by you; (F) you exceed your Ready Reserve Credit Limit; (G) you file for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Bankruptcy Code is filed against you.

**Lender's Rights.** If you are in default, subject to any cure and notice provisions of the Wyoming Uniform Consumer Credit Code, we may terminate or suspend your Ready Reserve Credit Line Account without prior notice or demand. However, we will notify you in writing of our action as soon as practicable.

**Suspension.** If we suspend your Ready Reserve Credit Line, you will lose the right to obtain further credit advances. However, all other terms of this Agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Ready Reserve Credit Line access devices.

**Termination.** If we terminate your Credit Line, your Credit Line will be suspended and the entire unpaid balance of your Credit Line Account will be immediately due and payable, without prior notice except as may be required by law, and you agree to pay that amount plus all interest, fees, and other amounts due under this Agreement. The accountholder understands that Ready Reserve is established in connection with accountholder's checking account. Ready Reserve will be terminated if the checking account is closed. In that event, the accountholder agrees to pay the entire Ready Reserve balance plus FINANCE CHARGES. Further, the Bank or accountholder, at any time, may terminate this agreement by giving notice to the other. Termination shall not affect any of the accountholder's existing obligations. After termination, the Bank shall not be obligated to honor overdrafts or other requests drawn or made prior to termination, but may do so at its option, in which event such payments shall be subject to all terms of this Agreement. If you terminate this Agreement, you must notify us in writing at the address shown on your periodic

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billing statement or other designated address. Despite termination, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

You agree that if the Checking Account to which your Ready Reserve Credit Line is related to is closed or blocked from usage, your Ready Reserve Credit Line will automatically convert to a monthly billing and the Ready Reserve Credit Line will be cancelled.

**Collection Costs.** If we hire an attorney to enforce this Agreement, you agree to pay the costs of enforcement and collection. This includes, subject to any limits under applicable Wyoming law, our reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including without limitation all reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, you also will pay any court costs, in addition to all other sums provided by law.

**Delay in Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

**Prepayment.** You may prepay all or any amount owing under this Ready Reserve Credit Line at any time without penalty, except we will be entitled to receive all accrued interest, fees, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Ready Reserve Credit Line. You agree not to send us payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and you will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: HILLTOP NATIONAL BANK, MAIN OFFICE, 300 COUNTRY CLUB ROAD, P O BOX 2680, CASPER, WY 82602.

**Notices.** Any notice or other communication under this Agreement shall be in writing. All notices will be sent to your address as shown in your Ready Reserve Credit Line application. Notices will be mailed to you at a different address if you give us written notice of a different address. If intended for the account holder, it shall be deemed given if mailed, postage prepaid, to account holder at the address shown on the Ready Reserve Credit Line application.

You agree to advise us promptly if you change your mailing address. If intended for the Bank, it shall be deemed given only if actually received by the Bank.

**Credit Information and Related Matters.** You agree that, upon our request, you will provide us with a current financial statement, a new credit application, or both, on forms provided by us. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including, but not limited to, determining whether there has been an adverse change in your financial condition. Based upon a material adverse change in your financial condition (such as termination of employment or loss of income), we may suspend your Ready Reserve Credit Line.

**Insurance.** Bank agrees to provide, at no charge, Credit Life Insurance on the life of the first undersigned natural person applicant as follows: On the current unpaid Ready Reserve Credit Line balance not to exceed \$5,000.00, provided that such natural person applicant has not attained 65 years of age at the time of his or her death. On the current unpaid Ready Reserve Credit Line balance not to exceed \$1,000.00, provided that such natural person applicant has attained 65 years of age, but has not yet attained 70 years of age at the time of his or her death.

**Notify Us of Inaccurate Information We Report To Consumer Reporting Agencies.** Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: HILLTOP NATIONAL BANK, 300 COUNTRY CLUB RD, CASPER, WY 82602-2680.

**Governing Law.** This Agreement will be governed by federal law applicable to us and, to the extent not preempted by federal law, the laws of the State of Wyoming without regard to its conflicts of law provisions. This Agreement has been accepted by us in the State of Wyoming.

**Choice of Venue.** If there is a lawsuit, you agree upon our request to submit to the jurisdiction of the courts of Natrona County, State of Wyoming.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Interpretation.** You agree that this Agreement is the most reliable evidence of your agreements with us. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the most reliable evidence of your obligation to pay.

**Severability.** If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

**Acknowledgment and Amendments.** You understand and agree to the terms and conditions in this Agreement. You acknowledge that, subject to applicable laws, we have the right to change the terms and conditions of the Ready Reserve Credit Line program. You also acknowledge receipt of a complete copy of this agreement, including the Fair Credit Billing Notice. Applicant(s) warrants that he/she or (they) is (are) at least of legal borrowing age in the State of Wyoming and that he/she or (they) has (have) read this agreement in full.

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## BILLING ERROR RIGHTS

### YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your right and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write us at:

**Hilltop National Bank  
300 Country Club Rd  
Casper, WY 82602-2680**

or at the address listed on your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least three (3) business days before an automated payment is scheduled. If you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees.
- We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.