



Woodforest National Bank

ReLi Unsecured Revolving Line of Credit Agreement and Disclosures

Introduction: This **Revolving Line of Credit Agreement and Disclosures** (as amended by the Bank from time to time, the "Agreement") governs the revolving line of credit issued to you through Woodforest National Bank. In this agreement, the words "Borrower", "you" and "your" mean each and every person who signs the Application or this Agreement. The words "we", "us", "our" and "Bank" means Woodforest National Bank, having a mailing address of P.O. Box 7889, The Woodlands, Texas 77387- 7889, and its successors and assigns.

The following interest rates shall apply to your revolving line of credit (collectively, the "Finance Charges"):

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) Applied to Advances	11.99%
Paying Interest	You will be charged interest from the date funds are advanced. No grace period exists.

Fees	
Annual Fee	None
Penalty Fees	None

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new advances)". See this Agreement for more details.

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

You agree to the terms, conditions and provisions herein:

Applying for Revolving Credit: You are applying for a revolving line of credit from the Bank. If the revolving credit line is made available to you, the amount will be based on a review of the information you provide in this application and your consumer report; it may also include other information we may have bearing on your creditworthiness and will be advanced and repaid according to the rules set out in this Agreement. If we elect to extend credit to you pursuant to this Application and Agreement, you acknowledge that we reserve the right throughout the term of this Agreement, subject to applicable law, to increase or reduce the amount of any credit we make available to you based upon any change in circumstances affecting, or potentially affecting, your creditworthiness and/or ability to repay or our ability to collect from you. You further acknowledge that we may, subject to applicable law, reduce the amount of any credit we make available to you at any time and for any or no reason including, without limitation, if you cease to maintain an active depository account relationship, in good standing, with the Bank. If we elect to extend credit to you pursuant to this Application and Agreement, the checking account designated in the **Revolving Line of Credit Application** (the "Application," which is incorporated herein by reference for all purposes) and any successor account thereto (the "Designated Account") will become a checking account with revolving line of credit features and you agree to draw upon the revolving line of credit only to the limit made available to you.

Promise to Pay: You promise to pay the Bank the total of all credit advances made by us under the revolving line of credit, any **FINANCE CHARGES**, any applicable fees, together with all amounts, costs, and expenses for which you are responsible under this Agreement (all of the foregoing shall be collectively referred to as the "Indebtedness"). If there is more than one borrower, each is jointly and severally liable under this Agreement for all Indebtedness. This means we can require any borrower to pay all amounts due under this Agreement, including credit advances made to any borrower, without first attempting to collect from any other borrower. Each borrower authorizes any other borrower to request and receive credit advances and to do all other things necessary to carry out the terms of this Agreement without requiring the permission of the other borrower. If we have to collect through probate, an attorney, bankruptcy or any other proceedings, or if we should have to sue, you agree to pay all court or arbitration costs, collection expenses, and attorney fees that the Bank incurs or the court or arbitrator assesses.

Credit Advances: In order to activate your revolving line of credit on the Designated Account in excess of the available collected balance in the Designated Account, you may write a check, request a credit advance in person at any of our retail branch locations, initiate automated clearing house transactions from your Designated Account, or use your Bank-issued debit card to perform transactions; provided, however no credit advance will take place for any transfer from the Designated Account initiated via an auto-transfer between accounts within the Bank. We will use whatever balance you have in your checking account first and then we will advance funds into your checking account in \$100 increments until we have covered the insufficient items or until you have exhausted the amount of available credit in your revolving line of credit, whichever occurs first. Any amount advanced from the revolving line of credit and into your checking account that exceeds the amount necessary to cover any transactions performed will be your new checking account balance.

NOTICE: The revolving line of credit available funds are not included or displayed in your checking account available balance at ATM's, the Teller Line, Online Banking, our Telephone Banking System, or on Email Notifications. Nevertheless, transactions completed using an ATM, at the Teller Line, and on Online Banking will continue to use your line of credit available funds to approve transactions.

Computing the Finance Charges: The day an advance is added to your account, **FINANCE CHARGES** begin to accrue. Accordingly, no grace period exists. But, only the portion of your revolving line of credit that is actually advanced will be charged. This is the method by which **FINANCE CHARGES** will be computed. We calculate the **FINANCE CHARGE** on your account by applying the periodic rate to the **AVERAGE DAILY BALANCE** of your account including current transactions. To get the **AVERAGE DAILY BALANCE**, we start with the beginning balance of your account each day, add any new advances posted to your account, and subtract any payments, credits and unpaid **FINANCE CHARGES**. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This will give us the **AVERAGE DAILY BALANCE**. Any portion of the **AVERAGE DAILY BALANCE** will be multiplied by a periodic rate of **0.9992%**, which is the monthly **FINANCE CHARGE** for the billing period, for an **ANNUAL PERCENTAGE RATE OF 11.99%**. The billing period is the same as the period covered by a monthly bank statement for your Designated Account.

Monthly Statement: Each month's checking account statement relating to the Designated Account will reflect the activity in your revolving line of credit including minimum payments due for the current billing period.

Payments: You will have a minimum monthly payment equal to the greater of 1) \$25.00 or 2) 5% of your outstanding Indebtedness. If you owe \$25.00 or less, we will debit the Designated Account on the payment due date for the total amount of Indebtedness owed unless payment has already been made for that billing period by one of the methods listed below. If you owe more than \$25.00, we will debit the Designated Account on the payment due date unless payment has already been made for that billing period by one of the methods listed below. You hereby authorize us to post (x) debits to the Designated Account to satisfy the minimum monthly payment described herein and to correct clerical or administrative errors, and (y) credits to the Designated Account, if we deem it necessary. Your payment is due on the twenty-fifth (25th) calendar day following the end of the period covered by the monthly bank statement for the Designated Account.

Any payments not directly debited by the Bank should be made as follows:

Mail your payment to:
Woodforest National Bank
P.O. Box 7889
The Woodlands, TX 77387

Other Acceptable Payment Methods:

- Contact customer service
- Electronic Funds Transfer
- Money Order
- Other Instruments in U.S. dollars

Right to Setoff: To the extent permitted by applicable law, we reserve the right of offset in all of your accounts with us (whether checking, savings, or some other account), including without limitation, all accounts you may open in the future.

Suspension or Termination: If (i) you fail to comply with any term, condition, or provision of this Agreement, (ii) you do not make a payment when due or if we in good faith become doubtful of your ability to repay, (iii) any representation or statement made or furnished to the Bank by, or on behalf of, you under the Application and/or this Agreement is false or misleading in any material respect, either now or at the time made or furnished, (iv) you die, become insolvent, or file a petition in bankruptcy or similar proceedings or are adjudged bankrupt, and/or (v) this Agreement is terminated by us or you as expressly provided in this Agreement (each of the foregoing shall individually and collectively be referred to as a "Default"), then we may immediately suspend your revolving line of credit (and its revolving features) and either (in our sole and absolute discretion) (a) require you to make monthly payments in an amount of the outstanding balance over a term to be determined by us, or (b) terminate the revolving line of credit, in which case the entire balance that you owe will be due immediately and payable in full. We will place in the mail to you, at the most recent address we have on record, notification that your revolving line of credit has been suspended or terminated. We may hire an attorney to help collect the Indebtedness subject of this Agreement if you do not pay when due, and you agree to pay our reasonable attorney's fees, collections, and court and/or arbitration cost. Notwithstanding anything in this Agreement to the contrary and subject to applicable law, we may terminate this Agreement or revoke your right to use your revolving line of credit, along with your right to future advances, at any time and for any or no reason including, without limitation, if you cease to maintain an active depository account relationship, in good standing, with the Bank.

Termination by you: To terminate the revolving line of credit, you must send a written request to Woodforest National Bank, P.O. Box 7889, The Woodlands, TX 77387-7889. Despite termination, your obligation under this Agreement will remain in force and effect until you have paid us all amounts due under this Agreement. Notwithstanding the foregoing, any request by you to terminate this Agreement or the revolving line of credit will be effective only after we have had a reasonable opportunity to act on such request.

The termination of this Agreement, whether initiated by us or you, will not affect any of your or our rights and obligations under this Agreement, including without limitation, your obligation to repay any amounts you owe us according to the terms of this Agreement, and any amendments made to this Agreement, which have arisen before the effective date of the termination of this Agreement, even if we allow an advance to be processed or posted with your Designated Account after this Agreement has been terminated.

Changes to this Agreement: You agree that we may, in our sole discretion, from time to time and subject to applicable law, change any of the terms, conditions, and/or provisions of, or add new terms, conditions, or provisions to, this Agreement relating to your revolving line of credit (including, without limitation, increasing any rate of **FINANCE CHARGE**, increasing or adding fees or charges (including annual fees), changing the method of computing balances subject to **FINANCE CHARGE**, changing your credit limit or changing the date upon which any **FINANCE CHARGES** begin to accrue). Any such changes will generally be effective immediately unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately following the effective date stated in such notice. Subject to applicable law, any such changes will apply to your outstanding balance of the revolving line of credit on the effective date of the change and to any future balances created after that date. You will be deemed to accept all such changes accompanying the notice if you do not send us a notice to the contrary in a timely manner, or an advance is made using your revolving line of credit after the conclusion of the time period specified in the notice. In the event that you reject any changes to this

Agreement, we may terminate this Agreement and your ability to make advances from the revolving line of credit and you will be obligated to repay us all Indebtedness as provided herein. No change to any term of this Agreement will affect your obligation to pay all Indebtedness owing under this Agreement.

Waiver of Rights: Except as may be prohibited by law or regulation, you agree to waive any right you may have for us to act promptly in bringing any action(s) against you (known as diligence); to demand payments of amounts due (known as presentment); to obtain an official certification of non-payment (known as protest); and to give notice that amounts due will not be paid (known as notice of dishonor or notice of default and non-payment).

Severability: If any provision of this Agreement is deemed to be void or unenforceable by a court of competent jurisdiction, any governmental agency, or an arbitrator, that provision will continue to be enforceable to the extent permitted by that court, agency, or arbitrator, and the remainder of that provision will no longer be considered as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

Governing Law: This Agreement is entered into between you and us in the State of Texas, and your revolving line of credit and this Agreement, and any claim, dispute or controversy arising from or relating to your revolving line of credit or this Agreement, whether based in contract, tort, fraud or otherwise, is governed by, and construed in accordance with, the laws of the State of Texas and applicable federal laws and regulations, without regard to Texas' conflict of laws principles or your place of residence. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under the Agreement also are governed by Texas law and all amounts granted under this Agreement are extended from the State of Texas.

IT IS NOT THE INTENTION OF THE PARTIES THAT ANYTHING IN THIS AGREEMENT SHOULD RESULT IN THE ASSESSMENT OF INTEREST, FEES OR CHARGES IN EXCESS OF THOSE PERMITTED BY APPLICABLE LAW. IF ANY INTEREST, FEE OR CHARGE ASSESSED UNDER THIS AGREEMENT IS FINALLY DETERMINED TO BE IN EXCESS OF THAT PERMITTED BY APPLICABLE LAW, THE EXCESS AMOUNT WILL BE APPLIED TO REDUCE THE OUTSTANDING BALANCE IN YOUR ACCOUNT OR, IF THERE IS NO OUTSTANDING BALANCE, WILL BE REFUNDED TO YOU.

Entire Agreement: You acknowledge that this Agreement (including the Application), as expressly amended by us in writing from time to time, is the entire agreement between you and us relating to the revolving line of credit and the subject matter hereof and supersedes, and may not be contradicted by, evidence of any prior or contemporaneous written or oral communications and understandings between you and us concerning the revolving line of credit, except pursuant to such written amendments to the Agreement issued by us from time to time. You agree to accept an electronic duplicate or digital image of the executed Application as a true and correct original and admissible as best evidence to the extent permitted by applicable law, or a court or arbitrator with proper jurisdiction. Notwithstanding the foregoing, you acknowledge that except as provided herein, nothing in this Agreement is intended to supersede, amend, replace, or contradict any terms, conditions, and/or provisions applicable to (x) the Designated Account, or (y) any other written agreement between you and us, whether now existing or hereafter arising.

Miscellaneous: You may not sell, assign or transfer the revolving line of credit or any of your rights and/or obligations under this Agreement and any such action by you shall be void *ab initio*. We may, however, sell, assign or transfer your account, the revolving line of credit, or any balance due thereunder, and our rights and obligations under this Agreement to another bank, company, or person without prior notice to, or consent by, you, which notice or consent is hereby waived. That transferee or assignee will take our place in this Agreement.

Arbitration: You and we each agree that any Claim (as defined below) will be arbitrated instead of litigated in court under the circumstances and procedures set forth below. The term "Claim" (a) means any claim, dispute or controversy between you and us arising from or relating to the revolving line of credit, the Indebtedness, this Agreement, any prior related agreement that you may have had with us, and the validity, enforceability or scope of this provision, and (b) includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statute, common law and equity. The term Claim is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) the revolving line of credit subject of the Agreement or any prior agreement or any balances on the revolving line of credit, (ii) advertisements, promotions or oral or written statements related to the revolving line of credit or the terms of financing and (iii) your use of the revolving line of credit. Any Claim will be resolved upon the election of you or us by arbitration pursuant to this provision and the Code of Procedure ("Code") of the National Arbitration Forum ("NAF") in effect at the time the Claim is filed. (If for any reason the NAF is unable or unwilling or ceases to serve as arbitration administrator, another nationally recognized arbitration organization utilizing similar rules and procedures will be substituted by us.) With respect to Claims covered by this provision for which neither party has elected arbitration for the particular Claim, a party who has asserted a Claim in a lawsuit in court may still elect arbitration with respect to any Claim subsequently asserted in that lawsuit by any other party or parties.

IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE NAF CODE. **FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.** EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

The Code, rules and forms of the NAF may be obtained by calling 1-800-474-2371 or by visiting NAF's website at <http://www.arb-forum.com>. All Claims must be filed at any NAF office or at Post Office Box 50191, Minneapolis, Minnesota 55405.

There will be no authority for any Claims to be arbitrated on a class action basis. Any arbitration hearing that you attend will take place in the federal judicial district in which you reside. At your written request, we will temporarily advance up to \$500 towards the filing, administrative and/or hearing fees for any Claim that you may file against us after you have paid an amount equivalent to the fee, if any, for filing such a Claim in state or federal court (whichever is less) in the judicial district in which you reside. At the conclusion of the arbitration, the arbitrator will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration. Unless inconsistent with applicable law, each party will bear the expense of that party's attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

This provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., as amended. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA and except that, if the amount in controversy exceeds \$100,000, any party can appeal the award to a three-arbitrator panel administered by the NAF, which will reconsider *de novo* any aspect of the initial award requested by the appealing party. The decision of the panel will be by majority vote. The costs of such an appeal will be borne by the appealing party regardless of the outcome of the appeal.

As used solely in this provision (Arbitration), the terms "we" and "us" will for all purposes mean the Bank, all of its parents, wholly- or majority-owned subsidiaries, affiliates, predecessors, successors and assigns, and all of their independent contractors, agents, employees, directors and representatives.

This provision will survive termination of the revolving line of credit and/or this Agreement, as well as the repayment of all outstanding amounts incurred in connection with this Agreement. If any portion of this provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it will not invalidate the remaining portions of this arbitration provision or the Agreement. In the event of a conflict or inconsistency between the NAF Code and this arbitration provision, this provision will govern.

Billing Error Rights: This notice contains important information about your rights and our responsibilities under the Fair Credit Reporting Act.

Notify us in case of errors or questions about your bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at: Woodforest National Bank, P.O. Box 7889, The Woodlands, Texas 77387-7889.

Please write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain why you believe there is an error. If you need more information, describe the item you are unsure about.

If you have authorized us to pay your bill automatically from your Woodforest savings or checking account, you can stop the payment on any amount you think is incorrect. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your rights and our responsibilities after we receive your written notice:

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including (without limitation) finance charges and we can apply any unpaid amount against your credit limit. You are not required to pay any questioned amount while we are investigating but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days informing us that you still refuse to pay, 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 inform anyone we report you to that the matter has been resolved between us when it is finally resolved.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

Ohio Equal Credit Opportunity Notice: (Ohio Only)

The Ohio law against discrimination requires that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual request. The Ohio Civil Rights Commission administers compliance with this law.