FirstBank

FIRSTBANK CREDIT CARD AGREEMENT
(Variable Interest Rate Program)

In this Agreement the words "you" and "your" mean any **FIRSTBANK** customer. The words "we," "our," "us" mean **FIRSTBANK**. The term "FHC Subsidiary" means any subsidiary of FirstBank Holding Company. By using the service described in this Agreement, you consent to be bound by: (1) The terms of this Agreement; (2) All applicable state and federal laws and regulations; and (3) Normal banking customs and practices. If there is a conflict between this Agreement and something said by one of our employees, we will follow this Agreement. You agree to this method of settling differences.

This Agreement governs your use of any credit cards which we issue to you under our Variable Interest Rate Program ("the Program"). The unique features and rewards programs of certain credit cards will be disclosed separately. You promise to pay for all purchases and advances which you (or anyone you authorize) make with a credit card. If a credit card is issued jointly to someone else and you, each of you will be responsible for all amounts billed under the account. You agree not to allow others to use your credit card without our written permission. However, you will still be responsible for all purchases and advances made by anyone you authorize to use your account, whether or not you notify us that he or she will be using it. If someone else is authorized to use your account and you want to end that person's privilege, you must let us know in writing. If he or she has a card, you must return that card with your written notice. We have the right to refuse payment of any credit card item or advances should you allow someone to use your card without our permission.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**15.15%** This APR will vary with the market based on the Wall Street Journal Prime Rate.
APR for Cash Advances	**18.15%** This APR will vary with the market based on the Wall Street Journal Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and convenience checks on the transaction date.
Minimum Interest Charge	There is no minimum interest charge.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at **http://www.consumerfinance.gov/learnmore**

Fees	
Annual Fee	
▪ **FirstClass Rewards**	**None**
▪ **FirstCash**	**None**
Transaction Fees	
▪ **Cash Advance**	**4%** or minimum of **$10**, no maximum.
▪ **Foreign Transaction**	
▪ **FirstClass Rewards**	**None**
▪ **FirstCash**	**2%** of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.
Penalty Fees	
▪ **Late Payment**	Up to **$25**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See the 'Purchases and Other Charges' section in this agreement for an explanation of our method.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided to you at the end of this agreement under 'Your Billing Rights'.

Cardholder Liability. When you receive a credit card, you agree to sign your name on the card as indicated. You will be responsible for the unauthorized use of any credit card you have failed to sign. All credit cards must be immediately surrendered to us upon demand. You agree to keep your credit cards in a safe and secure manner at all times in order to prevent loss or theft of the cards. If your card is lost or stolen, you agree to notify us at once and provide us with full details. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify our credit card department, orally or in writing, of the loss, theft, or possible unauthorized use. Write or telephone us at the address or telephone number shown on your periodic statement. We may charge a replacement card fee in order to replace a lost or stolen credit card.

Purchases and Advances. You can use your credit card to purchase goods and services at any location where Visa and MasterCard credit cards are honored. You can obtain a cash advance (loan) with your credit card by going to any **FIRSTBANK** or any other financial institution that honors Visa or MasterCard and presenting your card. You can also obtain cash advances by using your credit card at any designated electronic terminal, such as an automated teller machine (ATM) or similar device, which is part of a designated network. ATM networks have various names, and we will keep you informed of the networks where you can use your credit card. Rules relating to cash advances at ATM's are described below.

ATM Access. When we issue a Personal Identification Number ("PIN") for use with your credit card, you will be able to obtain cash advances at any designated ATM. These cash advances will be disclosed on your periodic statement and will accrue a finance charge in the same manner as other cash advances. For security reasons, there are limits on the number and amount of transactions you can make through ATM's in one day. Your PIN is confidential, and you agree to take all necessary steps to protect the secrecy and security of your PIN. If you permit someone else to use your credit card and PIN, you agree to be responsible for any advances or purchases which may result. In order to revoke any authorized use of your credit card and PIN, you must give us written notice to this effect. The notice will not be effective until midnight on the next business day following the business day on which we receive the notice.

Payments. For each of your credit card accounts, we will send you a monthly periodic statement showing your outstanding balance at the beginning of the billing cycle ("Previous Balance"), all payments and credits posted to your account, all charges and cash advances during your billing cycle, the amount of any finance charge, and your outstanding balance at the end of your billing cycle ("New Balance"). Your statement will also indicate the minimum payment due for the billing period and the Payment Due Date. Your minimum payment will be the greater of any portion of your balance in excess of your credit limit, three percent (3%) of the New Balance, or Twenty Dollars ($20.00). You may pay the minimum payment, more than the minimum payment, or the entire outstanding balance. You can always prepay any outstanding balance in part or in full at any time. You must make a payment at least equal to the required minimum payment by the Payment Due Date or you will be in default. Any payment you make in excess of the minimum payment due will be first applied to balances accruing the highest interest rate until completely satisfied, and then applied to balances at the next highest interest rate.

Finance Charge. We calculate the finance charge differently for cash advances than for Purchases and Other Charges as described below.

1. **Cash Advances.** A finance charge is assessed from the date of the advance until the date it is paid. You may not avoid finance charges on cash advances. However, the earlier you make your payment, the less finance charge you will be assessed. We figure the finance charge on cash advances by applying the monthly periodic rate for cash advances to the average daily balance of cash advances (including current transactions) in your account during the billing period covered by your monthly periodic statements. To get the average daily balance of cash advances, we take the beginning cash advance balance of your account each day, add any new cash advances, subtract any payments or credits applied to cash advances, and subtract any unpaid finance charges included in your cash advance balance. This gives us the daily balance. Then, we add up all the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of cash advances in your account during the billing period. We multiply this average daily balance by the monthly periodic cash advance rate in effect at the close of your billing period to determine your finance charge for cash advances for the billing period. Convenience checks will be treated in all respects and posted as cash advances.

2. **Purchases and Other Charges.** You may avoid additional finance charges on Purchases and Other Charges by paying the total New Balance in full prior to the Payment Due Date (the permitted grace period is twenty-five (25) days from the closing date of the billing period) indicated on your monthly statement. Unless you pay the total New Balance by the Payment Due Date, a finance charge will be imposed on Purchases and Other Charges ("Purchases Balance") on your next monthly periodic statement. We figure the finance charge on your Purchase Balance by applying the monthly periodic rate for purchases to the average daily balance of your Purchase Balance (including current transactions) during the billing period covered by your monthly periodic statement. To get the average daily balance we take the beginning balance of your Purchase Balance each day, add any new Purchases and Other Charges, subtract any payments or credits applied to your Purchase Balance, and subtract any unpaid finance charges included in your Purchase Balance. This gives us the daily balance. Then, we add up the daily balances for the billing period and divide the total by the number of days in the billing period. This gives us the average daily balance of your Purchase Balance during the billing

period. We multiply this average daily balance by the monthly periodic purchase rate in effect at the close of your billing period to determine your finance charge for Purchases and Other Charges for the billing period.

On your monthly periodic statement we will disclose to you the total finance charge assessed for the billing period (the sum of the finance charge for cash advances and the finance charge for purchases and other charges including the fee described in the “International Transactions” paragraph), your daily balances for cash advances and purchases and other charges, the monthly periodic rates used to compute your finance charges and the corresponding annual percentage rates.

This Program utilizes a variable-rate feature. The ANNUAL CASH ADVANCE PERCENTAGE RATE AND PURCHASE PERCENTAGE RATE (corresponding to the monthly periodic cash advance rate and monthly periodic purchase rate) can change as a result. The annual percentage rates are based on the value of an index which may vary quarterly. The index we will use during the term of this Agreement is the highest “Prime Rate” as published in the Money Rates table of the Wall Street Journal as of the first business day of March, June, September, and December. At these times the index may either increase or decrease. These index changes will take effect for purposes of calculating your finance charge on the first day of each billing period which ends in a month following a change in the index (billing periods ending in April, July, October, and January).

To determine the annual percentage rates that will apply to your account we add margins to the value of the index. The margins for this Program are 11.9% for purchases and other charges, and 14.9% for cash advances and convenience checks. Your monthly periodic rates are computed by dividing the annual percentage rates by 12. The current annual percentage rates and monthly periodic rates will be provided on the monthly periodic statements that we send to you, and they may be obtained by calling us. The maximum ANNUAL PERCENTAGE RATE (A.P.R.) that can apply is 21%. Apart from this rate, there is no other limit on the amount by which the rates can change during any quarterly or annual period. An increase in the annual percentage rates will result in higher finance charges.

The initial annual purchase percentage rate and monthly periodic rate used to calculate the finance charge may be “discounted.” This means it is not based on the index and margin used for later rate adjustments. If your initial annual percentage rate is discounted, the discounted rate and the time period to which it will apply were disclosed to you in the letter approving you for this Program.

If the index used in this Agreement to determine your annual percentage rates should no longer be available, we may select a new index. The new index will have a historical movement substantially similar to that of the original index, and the new index and margin will result in annual percentage rates substantially similar to the rates in effect at the time the original index became unavailable.

Credit and Credit Balances. When you return merchandise purchased with a credit card, the merchant has 30 days to post the credit to your account. You are responsible for any finance charge incurred on such a sale until the credit is posted. If there is a credit balance in your credit card account for more than six months, and we have been unable to refund that balance to you despite our good faith and efforts to locate you, your credit card account will be automatically converted into a transaction account. We will then treat that transaction account as a dormant account subject to the service charges specified in our transaction account rules and regulations.

International Transactions. All transactions in foreign currencies will be converted to U.S. dollars and posted to the applicable account at the exchange rate selected by Visa or MasterCard from the range of rates available in wholesale currency markets or the government-mandated rate in effect for the applicable processing date. Based on card program, we will assess a fee of two percent of the transaction amount on all international transactions (transactions conducted outside of the 50 United States) including those initiated in U.S. dollars as well as those in foreign currencies.

Annual Fee. When you apply for a credit card account, you are given a disclosure indicating whether or not an annual fee will be assessed for use of the account. If there is an annual fee for the use of your credit card, we will charge you the fee during the first billing period after the issuance of your card and then annually during the month immediately following your reissue month. Your reissue month is the calendar month which is shown on your card after the words "valid thru." If we change your reissue month so that the period of time between your old reissue month and new reissue month is different than twelve (12) months, we will charge you a prorated annual fee for that period. You will receive a notice on your monthly statement each year indicating when the annual fee will be charged to your account.

Transaction Fee for Cash Advances. We may charge a 4% or minimum $10 fee for all cash advance transactions. This would include automated teller machines, convenience checks, and cash advances done within financial institutions. The transaction fee for cash advances will post to your credit card account on the same day as the related cash advance transaction.

Late Payment Fee. We may charge you up to $25 if we do not receive the minimum payment due for the billing period by the end of 10 days after the Payment Due Date. The Late Charge will be posted to your credit card account at the end of the 10 day period and will appear on your next billing statement.

Additional Fees and Charges. We may impose certain fees and charges in connection with your use of the services described in this Agreement. We may impose a fee for issuing a card to replace a lost or stolen card. We may also assess a returned check fee if a check you submit to us as a payment on your account is returned unpaid. All fees and charges may

be changed by us at any time. Notice of any change will be given by posting it in our lobby and the change will be effective upon the date of posting unless otherwise provided in this Agreement. A list of our current fees and charges is posted in our lobby and is also available upon request by writing to us at 12345 West Colfax Avenue, Lakewood, CO 80215 or calling 303-237-5000 or 1-800-964-3444.

Change of Terms. We may change any term, condition, service or feature of your credit card account at any time, and the change will apply to your existing unpaid balances as well as future activity in your credit card account. We will provide you with notice of the change to the extent required by applicable law.

Credit Information. When you apply for an account under this Agreement, you authorize us to obtain a credit report and obtain any other information about your creditworthiness. Any unfavorable information will be grounds for us to terminate any service we provide for you. In addition, you agree to give us financial statements and other information which we may request in the future to evaluate your financial condition.

When we loan you money under this program, we are relying on the information you have given us in your application. You represent that this information is true and correct and that you will keep us informed in writing of any material change in this information.

Credit Limit. Your card will have an established credit limit that will be listed on your periodic statement. In addition, for security reasons, we will limit the aggregate amount of cash advance transactions you can obtain on your card. The cash advance limit will be a percentage of your overall credit limit. We have the right to change any of the limits from time to time. If we change any of the limits we will notify you. You agree not to exceed these limits. If you do so, we can still charge all purchases and advances to your account without giving up any of our rights under this Agreement. However, you will be required to pay in full each month the entire amount in excess of your limits. If we permit you to exceed your limits on any occasion, we are under no obligation to do so in the future. When you exceed your limits, you will be in default under this Agreement.

Stopping Payment on Convenience Checks. If you write a convenience check on your account, you can stop payment on it if it has not yet been paid from your Account. To stop payment, you must call us with all of the following information: the exact dollar amount of the check; the check number; your Account number; the name of the party to whom the check was made payable and the name of the person who signed the check. We will stop payment on your check if we receive your stop payment request by the business day before the day we process your check. The stop payment order remains in effect for 6 months. You may write to us to cancel the order at any time.

Obligation to Pay. You promise to pay all amounts billed to you under your credit card accounts along with applicable finance charges, annual fees, collection costs, attorney's fees as allowed by law or by arbitration rules, and all charges which we may impose in connection with the use of the services described in this Agreement. We can accept late payments, partial payments, drafts, and checks or money orders marked "payment in full" (or similar language) without losing any of our rights to enforce full payment of the indebtedness which may at any time be owed under this Agreement. If a credit card is issued in the name of two or more persons, then all persons to whom a credit card is issued will be individually as well as jointly liable for all indebtedness incurred under the Program. This individual and joint liability exists regardless of which credit card holder is responsible for creating the debt, and regardless of any divorce, dissolution, separate maintenance, legal proceedings, or agreements that may affect liability between any of you. This individual and joint liability continues until all obligations are paid in full and credit cards have been returned to us.

Termination. You (including any joint account customer) may terminate further loans or services by notifying us and returning all current cards which have been issued to you. If you do not use your credit card for a period of six consecutive months, we will have the right to suspend or terminate your account. We may also terminate your right to use any of the services under this Agreement at any time. You will still be required to pay any present or future outstanding balance resulting from your use of any of the services in accordance with the terms of this Agreement. You may not use any of the services after they have been terminated or cancelled.

Default. If you fail to make any required payment when due or exceed your credit limit, or, if you default in any other credit obligation to any FHC Subsidiary, you will be in default under this Agreement. You will also be in default if: you violate any of the terms of this Agreement; you overdraw any account with any FHC Subsidiary or otherwise fail to maintain it in good standing; you permit the entry or service of any garnishment, judgment, tax levy, attachment or lien against you or any of your property; you become the subject of any bankruptcy or debtor rehabilitation proceedings (whether voluntary or involuntary); you permit the appointment of a receiver for any portion or all of your property; you die; you fail to furnish us with financial statements upon our request; you experience a significant adverse change in your financial condition; any statement or representation which you have given us turns out to have been untrue; or we feel in good faith that something has happened which seriously affects your ability to repay your obligation to us. Upon the occurrence of any event of default, or upon our termination of any of your rights under this Agreement, we have the right to declare all of your indebtedness due and payable at once. The unpaid balance of your indebtedness shall continue to accrue finance charges at the rate applicable as disclosed in this Agreement. We are under no commitment to extend further credit to you at any time after an event of default occurs. However, you are under a continuing obligation to repay all amounts to us which you owe under this Agreement.

SECURITY INTEREST. YOU PLEDGE AND GRANT TO US A SECURITY INTEREST IN THE BALANCES IN ALL OF YOUR ACCOUNTS AT ANY SUBSIDIARY OF FIRSTBANK HOLDING COMPANY AS SECURITY FOR THE PROMPT PAYMENT OF THE OBLIGATIONS UNDER THE PROGRAM DESCRIBED IN THIS AGREEMENT AND ANY OTHER

OBLIGATION WHICH YOU MAY PRESENTLY OR HEREAFTER OWE TO ANY FHC SUBSIDIARY. ANY COLLATERAL OTHER THAN YOUR DWELLING WHICH SECURES INDEBTEDNESS WHICH YOU OWE TO ANY FHC SUBSIDIARY WILL ALSO SECURE YOUR OBLIGATIONS UNDER THIS AGREEMENT.

Delay in Enforcement. If we accept late or partial payments or delay enforcing any of our rights under this Agreement we will not lose those rights.

Resolution of Disputes. In the event any dispute or claim arises between you and us under this agreement, you or we have the right to have the dispute or claim decided by binding arbitration. Arbitration is an alternative procedure for resolving disputes without having a judge or jury. An arbitrator determines the outcome after a private hearing. There is no right to obtain punitive or exemplary damages. The decision is final, and there is generally no right of appeal.

Arbitration will not be available in any action or proceeding where we are seeking to recover or foreclose upon any real or personal property collateral which secures your obligations to us under this agreement or to collect any indebtedness which is secured by this collateral. Arbitration shall also not be available in any action or proceeding where we are seeking ancillary remedies or equitable relief with respect to your deposit accounts or any service provided by this agreement. We may pursue any nonjudicial remedy or foreclosure action available to us under statutory or common law without having to initiate or be subject to arbitration. In addition, we retain the right before, during, or after the pendency of any arbitration to obtain provisional or ancillary remedies from a court which relate to the subject of arbitration. Neither you nor we will arbitrate any dispute within any "core proceedings" under the United States bankruptcy laws.

The arbitrator will determine whether a dispute is arbitrable. A single arbitrator will resolve any dispute and may consolidate any dispute with any other related disputes, claims or other matters in question. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

You acknowledge that the transactions and the relationships which result from this agreement involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section. The American Arbitration Association's Commercial Arbitration Rules shall govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to between you and us.

Collection Expense. If we undertake collection or legal action to enforce our remedies or any arbitration provisions under the terms of this Agreement, you agree to pay our attorney's fees, expenses, and litigation costs to the extent permitted by law.

Release of Information. We routinely report the manner in which you meet your obligations under this Agreement to credit reporting agencies, to our affiliates and to other persons or entities. We may also obtain credit and employment information about you. You authorize us to obtain and release this information. At your request, we will inform you whether we requested credit reports concerning you and the names and addresses of the credit reporting agencies which furnished the reports.

Miscellaneous. This Agreement will be governed by the laws of Colorado and applicable federal laws. This means that you may not use your credit card to purchase or charge goods and services in violation of Colorado law. This includes activities such as online gambling. If any terms of this Agreement cannot be legally enforced, it is to be considered changed to the extent necessary to comply with the law. All credit cards remain our property, and you must pay any amounts owing to us and return all cards and blank checks issued to you by any FHC Subsidiary in the event any of your rights under this Agreement are terminated. You may not assign this Agreement or any rights under this Agreement. However, we may assign any part of our rights or obligations under this Agreement.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights 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 to us at:

FirstBank Credit Card Center
PO Box 150427
Lakewood, CO 80215

You may also contact us on the Web: www.efirstbank.com

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 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 or electronically*. 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 why the statement was 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.

Your Rights if You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing or electronically* at:

FirstBank Credit Card Center
PO Box 150427
Lakewood, CO 80215

You may also contact us on the Web: www.efirstbank.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.