

REVOLVING CHARGE AGREEMENT

DEFINITIONS. The words **you** and **your** mean the Buyer or Buyers if more than one. In this Revolving Charge agreement and in the Arbitration Agreement contained herein, the words **we**, **us** and **our** refer to the Seller, and any successors (s), transferee(s) or assignee(s) of the Seller.

PAYMENT. You promise to pay for all purchases made by you or others you allow to use your account plus any finance charge and any other charges that may be assessed as provided in this agreement. We will send you a statement after the end of each monthly billing cycle in which there is a balance due, called "new balance" on your statement. You promise that within 25 days after the billing date shown on your statement you will pay at least the minimum payment called for in this agreement plus any amount that is past due. Payments are not considered made and are not credited to your account until received by us at the location given in your monthly statement as the location at which payments may be made.

WHEN FINANCE CHARGE IS IMPOSED. The finance charge for an item listed on a sales invoice begins on the date of the invoice unless the item is not available for pick-up or delivery within ten days after the date of the invoice. If the item is not available for pick-up or delivery within ten days after the date of the invoice, the finance charge begins when the item is available for pick-up or delivery. When you make a purchase, the first monthly statement reflecting the purchase will include a finance charge on the purchase. There is no time period within which any credit extended may be repaid without incurring a finance charge.

FINANCE CHARGE. We figure the finance charge on your account by applying the periodic rate or rates to the "daily balance" of your account (including current transactions). To get the "daily balance" we take the beginning balance of your account each day, add any new purchases or charges, and subtract any payments or credits. This gives us the daily balance.

The minimum Finance charge for any billing cycle in which a finance charge is imposed is 50¢.

PERIODIC RATE. the periodic rate used in figuring the finance charge and the corresponding annual percentage rate are shown below:

Daily Periodic Rate 0.049%

ANNUAL PERCENTAGE RATE 18.0%

AMOUNT OF MINIMUM PAYMENT. The minimum payment of each billing cycle will be fixed at 3.62% of the highest account balance.

MINIMUM PAYMENT. The minimum payment will change only if subsequent purchases increase the unpaid balance to an amount requiring a higher minimum payment. You may pay your entire balance in full or more than the minimum payment at any time. Payment of more than the minimum payment but less than the unpaid balance will not relieve you of the obligation to make at least the minimum payment in any future billing cycle.

SECURITY INTEREST. We will retain a purchase-money security interest under the Uniform Commercial Code in any goods sold under this agreement until full payment for the goods has been made. Payments will be applied to unpaid charges, then to purchases in the order in which they are charged to your account. If several purchases are charged to your account on the same date, the lowest priced will be considered paid for first. Down payments will be applied in full to the purchases on which they were made.

Buyer's Copy - Keep for your records

OPEN-END ACCOUNT. This agreement establishes for you an open-end credit plan and account. We may permit you to make purchases from time to time. A finance charge may be imposed by us from time to time on an outstanding unpaid balance. The amount of credit that may be extended to you during the term of the plan, up to any limit set by us, is generally made available to the extent that you repay any outstanding balance.

DEFAULT. We may require that you pay all or part of your unpaid balance at once if you fail to make any required payments when due.

LATE FEE. If any part of a minimum payment is late, we may charge a late charge equal to \$19.00 There is no grace period.

RETURNED CHECK FEE. All returned check items will be charged the maximum fee allowable by state law.

ATTORNEY'S FEES AND COSTS. If you have not made payments as required and your account is sent for collection to an attorney who is not our salaried employee, we may be awarded all collection costs and reasonable attorney's fees plus allowable court costs.

CHANGE OF TERMS. We may change the terms of this account if not prohibited by law. A change in the terms of this account may apply to the unpaid balance existing on the effective date of the charge.

SELLER SIGN HERE:

Seller

By

Date

Seller's Address

BUYER(S) SIGN HERE:

SIGNATURE. Your signature means that you have read and agree to the terms of our Revolving Charge Agreement and you promise to pay for all purchases on your account plus any finance charge and any other charges that may be assessed. We will retain a purchase-money security interest in goods sold under this agreement.

You acknowledge receipt of a copy of our revolving charge agreement.

YOU ALSO ACKNOWLEDGE THE EXISTENCE OF THE ARBITRATION AGREEMENT CONTAINED HEREIN, AND YOU SPECIFICALLY AGREE TO BE BOUND BY ITS TERMS.

Buyer Signature

Date

Cosigner Signature

Date

NOTICE TO BUYER: IF ANY GOODS SOLD UNDER THIS AGREEMENT ARE EXEMPT FROM PROCESS UNDER _____ LAW, BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR EXEMPTION RIGHTS IN THAT PROPERTY.

RIGHT TO LIMIT OR CLOSE. We may limit or close your account, but the terms of this agreement will apply until any unpaid balance is fully paid.

DELAY IN ENFORCEMENT. We may waive or delay enforcing any of our rights without losing them. We may waive or delay enforcing a right against one of you without waiving it as to the other.

CREDIT INFORMATION. You promise that any information you give to us in connection with your application or account is true and complete and understand that this information will be relied on by us

in establishing your account and in extending credit under your account. We may report information we receive from you in connection with your account and information about your transactions with us to credit bureaus and others as permitted by law. If you believe we have reported incorrect information about your account to a credit bureau, you may notify us by writing to us at P.O. Box 147, St. Joseph, MO 64502-0147. Please include your account number and a description of the information that is incorrect. You authorize us to send a text message to, or call you from any automated dialing system at any disclosed mobile number at which we reasonably believe we can contact you for any lawful purpose. Including but not limited to: (1) Suspected fraud or identity theft; (2) Obtaining information necessary to service your account; (3) Collecting on your account; (4) Notify you as to important issues regarding your account. Telephone numbers you provide to us include both numbers you provide on this application and numbers from which you call us. You agree to pay any fee(s) or charge(s) that you may incur from incoming and outgoing calls/messages, from or to us, without compensation from us.

AUTHORIZATION TO INVESTIGATE CREDIT INFORMATION AND OBTAIN CREDIT REPORTS. You authorize us to investigate your credit, employment, and income records and to verify your credit references. You authorize us to obtain credit reports on you in connection with your application, in connection with any review, enhancement or collection of your account and for marketing purposes to us or to any creditor to whom we assign this account.

ASSIGNMENT. We have the right to sell, transfer or assign this account to another creditor. If we do this the assignee will have all our rights and privileges under this agreement with respect to the unpaid balance assigned including the right to elect arbitration as described in this agreement. We will continue to have all our rights and privileges under this agreement with respect to any part of the unpaid balance not assigned including the right to elect arbitration as described in this agreement. You may continue to make purchases from us under this agreement after we assign it to another creditor, and the terms of this agreement will apply to those purchases. If we assign part of the unpaid balances under this agreement to another creditor and retain part of the unpaid balance, you will have separate accounts with us and the other creditor. It is expected that this agreement and sales invoices under this agreement will be assigned to Universal Guardian Acceptance, LLC., or one of its affiliates.

INFORMATION ABOUT THIS ACCOUNT AFTER WE ASSIGN IT TO ANOTHER CREDITOR -CONSENT. If we assign this account to another creditor, the other creditor may disclose to us information it receives from you in connection with your account and information about transactions under your account. We may use this information to offer additional products to you and for other marketing purposes. You consent to these disclosures and use of information.

SHARING INFORMATION WITH CORPORATE AFFILIATES.

You agree that we (together with any of our assignees) may share with our corporate affiliates the information we have about you or your purchase. This includes information contained in your application, in this agreement or from any other source. In addition, you agree that such information may be used for any purpose. If you decided you do not want us to share this information, you will inform us by writing to P.O. Box 147, St. Joseph, MO 64502-0147 or by calling 1-888-233-2302. Even if you notify us as such, you understand and agree that we may still share with our corporate affiliates information solely regarding transactions or experiences between you and us.

Application of Payments. If you pay an amount less than or equal to the total minimum payment in any billing cycle, or if you pay more than the minimum payment and do not tell us how to apply the extra payment, the payment will be applied first to unpaid finance charges. If any of the payment is left after doing this, it will be applied to the unpaid minimum payment on your account. If any of the payment is left after doing this, it will be applied to the unpaid balance of your account.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Your Billing Rights – Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing 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 us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we send 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, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 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 finance charges, and we can apply any unpaid amount against your credit limit. You do not have 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 didn't 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 due date that 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 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between you and us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

ARBITRATION AGREEMENT

The parties agree as follows:

(1) RIGHT TO ELECT TO ARBITRATE: Any party covered by this Agreement may elect to have any claim, dispute or controversy ("Claim") of any kind (whether in contract, tort or otherwise) arising out of or relating to your Revolving Charge Agreement, or any prior or future dealings between us, resolved by binding arbitration. If any party covered by this Agreement elects arbitration, that election is binding on all parties to this Agreement. A Claim may include, but shall not be limited to, the issue of whether any particular Claim must be submitted to arbitration, or the facts and circumstances involved with your signing of this Agreement, or your willingness to abide by the terms of this Agreement or the validity of this Agreement. Any such election may be made at any time. All parties agree that no party has to initiate an arbitration proceeding before exercising remedies of self-help repossession, non-judicial foreclosure, replevin or other similar remedies. In addition, any party covered by this Agreement retains the right to seek relief in small claims court for any Claim within the scope of the small claims court's jurisdiction. The filing of a lawsuit or the pursuit of other self-help remedies does not mean that any party has waived the right to subsequently elect to submit a Claim to arbitration.

(2) RULES: If arbitration is elected, it will be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association on the Internet at <http://www.adr.org> or from the American Arbitration Association at 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Any hearing will take place in the county of your residence. The arbitrator shall be neutral and any party may require that the arbitrator be a retired federal judge. The arbitrator shall apply all applicable law and shall provide a written decision that includes finding of fact and conclusions of law. Judgment upon the award issued by the arbitrator may be entered in any court having jurisdiction.

(3) CLASS CLAIMS OR CONSOLIDATED CLAIMS: There is no authority for any claims to be arbitrated as a class action or consolidated with the claims of other persons.

(4) FEDERAL ARBITRATION ACT: The parties agree the Revolving Charge Agreement involves "interstate commerce" and shall be governed by the Federal Arbitration Act ("FAA"), Title 9, United States Code, and this Agreement shall be governed by the provisions of the FAA.

(5) FEES & COSTS: If you start an arbitration proceeding, you agree to pay the initial filing fee required under the Rules. The American Arbitration Association may, in the event of extreme hardship on the part of any party, defer or reduce the

administrative fees. If you start an arbitration proceeding, you will pay any deposit under the rules, and the costs of the arbitration proceeding. If we start an arbitration proceeding, we will pay the filing fee, any deposit required under the Rules, and the costs of the arbitration proceeding. Each party shall be responsible for their own attorney, witness, and expert fees and costs unless the Revolving Charge Agreement (or applicable law) provides otherwise.

(6) LIMITATION OF RIGHTS: IF ARBITRATION IS ELECTED BY ANY PARTY UNDER THIS AGREEMENT: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE RULES; (C) 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, (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND US; (F) IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID, THE INVALID PROVISION SHALL NOT AFFECT THE ENFORCEMENT OF ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT THAT IF EITHER PARAGRAPHS (3) OR (6)(C) ARE HELD TO BE INVALID, THEN THIS AGREEMENT SHALL BE NULL AND VOID IN ITS ENTIRETY.

READ THIS ARBITRATION AGREEMENT CAREFULLY. IT LIMITS CERTAIN RIGHT, INCLUDING YOUR RIGHTS TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.

Notices

Notice to California Residents: Except as limited by acceptable law, we may provide credit information about your account to our affiliates from time to time. This information may be used to qualify you for other credit offers. Married persons may apply for a separate account.

Notice to New York Residents: Consumer reports may be requested in connection with the processing of this Acceptance Certificate and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports.

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

Notice to Wisconsin Residents: Wisconsin law provides that no agreement, court order or individual statement applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted the creditor is furnished with a copy of the agreement, court order or statement, or has actual knowledge of the adverse provision.

Buyer Initials _____ Cosigner Initials _____