RETAIL CHARGE AGREEMENT

ANNUAL PERCENTAGE RATE FOR SALES	**18%**
GRACE PERIOD FOR REPAYMENT OF BALANCES FOR PURCHASES	**There is no grace period for new Purchases, but if you pay the New Balance in full by the Payment Due Date, no FINANCE CHARGES will be charged on that amount on any later statement.**
METHOD OF COMPUTING THE BALANCE FOR SALES	**Average Daily Balance Method including current transactions.**
MINIMUM FINANCE CHARGE	**$.75 per month**
LATE CHARGE	**$10.00**

This Agreement explains the terms that both Creditor (Seller or Seller's Assignee) and you (Buyer and all signers of this Agreement) agree to follow for this credit account ("Account").

CREDIT LIMIT. If your Account is approved, you may purchase goods or services from the Seller up to the amount of your Credit Limit you are advised of from time to time. We may refuse to honor any transaction that would cause your Account to exceed its Credit Limit.

SALE OF AGREEMENT. Seller will submit your Application to American General Financial Services, Inc. (P.O. Box 59, Evansville, IN 47701), or its affiliate, which may buy this Agreement and all sales slips under this Account.

PROMISE TO PAY. Creditor shall give you sales slips that describe goods or services purchased on this Account (each a "Purchase"). You promise to pay Creditor the amount of those Purchases, **FINANCE CHARGES** and other charges, shown on your monthly statement. You will pay monthly at least the minimum payment due (see Minimum Monthly Payment below), unless the Creditor otherwise agrees in writing. Payments shall be made at the address shown on the monthly statement. You may at any time pay the total amount due without penalty. We may enforce this Agreement against any one or all persons who initially or subsequently request, accept, guarantee or use the Account.

MINIMUM MONTHLY PAYMENT. You will pay monthly at least the following portion of the New Balance calculated after your most recent Purchase (rounded up to the nearest whole dollar): 4% of each purchase (based on the total of all Purchases, but not less than $20 for each purchase, excluding certain Special Payment Purchases as described below). Each payment (except a down payment) is applied in the following order: to unpaid (1) permissible charges assessed, (2) **FINANCE CHARGE**, and (3) remaining balance. Please follow the instructions on your billing statement if you have more than one purchase and wish to apply your payment to a specific purchase.

FINANCE CHARGES. **FINANCE CHARGES** are computed by applying a daily periodic rate to your Average Daily Balance (including current Purchases) for each day in each billing period. The Average Daily Balance is the total of the Balances Owed for all days in the billing period divided by the number of days in that period. The Balance Owed each day is the sum of the unpaid amount of (1) Purchases made on or before such day (including current Purchases, other than any Special Purchases not subject to **FINANCE CHARGES**) and (2) **FINANCE CHARGES** and other charges when the billing period starts, less (3) credits and payments received in the billing period on or before that day. To determine any billing period's **FINANCE CHARGES**, multiply the Average Daily Balance by a daily periodic rate of 0.04932% (**18% ANNUAL PERCENTAGE RATE**) times each day in the billing period unless the Purchase is a Special Purchase under a Series 57000 Special Payment Plan in which case the daily periodic rate is estimated to be between 0% **(0% APR)** and 0.04932% **(18% APR).** The Minimum Monthly **FINANCE CHARGE** is $.75. **FINANCE CHARGES** for each Purchase are imposed beginning on the latest of: (a) date of Purchase, (b) date of delivery of goods if more than 10 days after date of Purchase, or (c) start of performance of services or home improvements by Seller (each a "Standard **FINANCE CHARGE** Start Date"). If you pay the New Balance in full by the Payment Due Date, no **FINANCE CHARGES** will be charged on that amount on any later statements.

SPECIAL PAYMENT PLAN FOR CERTAIN PURCHASES. ("Special Purchases"). If so designated on the Revolving Charge Sales Invoice ("Sales Slip"), a Special Purchase under this Agreement will be subject to one of the following Special Payment Plans, but these terms do not apply to other Purchases. **FOR EACH SPECIAL PAYMENT PLAN DESCRIBED BELOW, WHEN THE TOTAL NOW DUE ON THE CLOSING DATE OF ANY BILLING CYCLE EQUALS OR EXCEEDS ANY THREE (3) REQUIRED MINIMUM MONTHLY PAYMENTS, ALL SPECIAL PURCHASE PLANS WILL TERMINATE AND FINANCE CHARGES SHALL BE IMPOSED FROM THE STANDARD FINANCE CHARGE START DATE(S), AND REPAYMENT TERMS FOR THE SPECIAL PURCHASE WILL BE THE SAME AS IN THE CASE OF A PURCHASE.**

Series 52000 Same as Cash/Minimum Payment Required. During the specified option period, you may pay the full balance of the Special Purchase with no **FINANCE CHARGES**. But to do so, you must pay all scheduled payments in full and on time. If you do not pay in full in the option period, **FINANCE CHARGES** are computed from the Standard **FINANCE CHARGE** Start Date.

Series 53000 Deferred Payment/Deferred FINANCE CHARGES. During the specified option period, you may pay the full balance of the Special Purchase, with no **FINANCE CHARGES**, and no payments are due. If you do not pay in full in this period, **FINANCE CHARGES** are computed from the date the option period ends.

Series 54000 Same as Cash/Deferred Payment. During the specified option period, you may pay the full balance of the Special Purchase, with no **FINANCE CHARGES** and no payments are due. If you do not pay in full this period, **FINANCE CHARGES** are computed from the Standard **FINANCE CHARGE** Start Date.

Series 55000 Deferred FINANCE CHARGES. During the specified option period, there will be no **FINANCE CHARGES** on the balance of the Special Purchase, but you must pay all scheduled payments in full and on time. **FINANCE CHARGES** begin on the date the option period ends.

Series 56000 Same as Cash/Fixed Payment. During the specified option period, you may pay the full balance of the Special Purchase, with no **FINANCE CHARGES**. But to do so, you must pay all fixed payments in full and on time. If you do not pay in full in the option period, **FINANCE CHARGES** are computed from the Standard **FINANCE CHARGE** Start Date.

Series 57000 Reduced Annual Percentage Rate. During the specified option period, **FINANCE CHARGES** will be computed at a lower Annual Percentage Rate than shown above on the Special Purchase.

Series 58000 Deferred Payment. During the specified option period, no payment will be due on the Special Purchase. **FINANCE CHARGES** begin on the Standard **FINANCE CHARGE** Start Date.

CHANGE OF TERMS (INCLUDING RATE). Creditor may, at any time and to the extent not prohibited by law: (a) terminate this Agreement; (b) decrease your Credit Limit; or (c) change any other term or condition (including the periodic rate of **FINANCE CHARGE**) or add new terms. If required by law, Creditor will mail written notice to you at your last known billing address at least 15 days (unless a longer period is required by law) before the beginning of the billing cycle in which such change is to be effective. Creditor will terminate your Account if it has a zero balance ($0.00) for six consecutive billing cycles.

SECURITY. You give Creditor a security interest under the Uniform Commercial Code in any goods you buy under this account, until you pay for them. To determine Creditor's security interest, payments will be applied first to the unpaid amount of your oldest purchase, or, when made on the same day, to the lowest priced Purchase. Creditor waives any security interest in your home if the goods are installed, and any laborer, supplier or similar lien.

LIABILITY FOR UNAUTHORIZED USE. You may be liable for unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify American General Financial Services, Inc., Service Center, P.O. Box 3212, Evansville, Indiana 47731-3212, 1-877-303-7334, orally or in writing, of loss, theft, or possible unauthorized use of your Card or Account. In any case, your liability shall not exceed the lesser of $50 or the amount of unauthorized use.

NOTICE TO US. Notify us promptly of your change in address and loss or theft of your Card or other means of Account access. Notify us of any substantial change in your financial status which would adversely affect your ability to repay the Account.

NSF CHECK CHARGE. You will pay $15 if any check or similar instrument given to Creditor is dishonored because of insufficient funds or because no such account exists, for any reason.

LATE PAYMENT CHARGES. If your payment is more than 21 days late, you will pay $10.00.

DEFAULTS. Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make at least the Minimum Monthly Payment when due; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the Credit Limit on your Account. After your default or your death, and subject to the limitations of applicable law, we have the right to: (i) reduce your Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account, including **FINANCE CHARGES** which will continue to impose to the date of full payment; (iii) require immediate payment of your entire Account balance, including Special Payment Plan balances, all accrued but unpaid **FINANCE CHARGES**, and all fees and other charges listed in this Agreement; and (iv) bring an action to collect all amounts owed. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorneys' fees.

APPLICABLE LAW. This Agreement will be governed by the law of the State of Texas including Market-Competitive rates provided for in Finance code, Title 4, Chapter 345.

CREDITOR REPORTS. Creditor may request a consumer report from consumer reporting agencies in considering your credit application and for update, renewal, extension or collection of your Account. Creditor may use any credit report obtained in connection with opening this Account for future credit offers. You are hereby notified that if you fail to fulfill the terms of your credit obligations, a negative credit report reflecting on your credit record may be submitted to a credit reporting agency.

DISPUTES. You agree to try in good faith to resolve all disputes over Purchases directly with the merchant. You agree that you may not settle a dispute or reduce the amount we say you owe us by writing "paid in full" or "fully paid" or any other similar phrases, or any phrases with similar meanings on the back of a check, draft, or any other payment instrument used to pay the amounts owed on your Account. You agree that we may cash or negotiate any check, draft, or any other payment instrument you send us without settling the dispute and without reducing the amount you owe us except by the amount of the payment.

ORAL MODIFICATION. This written Agreement, and any written amendments which we send to you, are the final expression of your agreement with us. This Agreement may not be contradicted by evidence of any alleged oral agreement.

CANCELLATION. We own the Card. You may not assign the Account. On request you must surrender the Card(s) to us or any authorized institution or merchant. You may cancel this Agreement by sending us a written request for Account cancellation with your Card(s) and other means of Account access cut in half. Cancellation will not affect the existing obligations.

SUBSTITUTION. We may, at our option, replace your Card(s) with another because the underlying Account relationship has changed in some way.

QUALITY SERVICE. We may listen to and/or record telephone conversations between you and our associates for training purposes or to evaluate the quality of our customer service. We may use an automated dialing device to call you regarding your Account. After contact is made, one of our associates will speak to you directly.

SELLER'S NAME AND ADDRESS

ARBITRATION PROVISIONS. Except as provided below, either you or Creditor may choose that any claim or dispute between the parties or any claim, dispute or controversy involving you and any other party arising from or relating to this agreement or the relationships which result from this agreement, including the validity of this arbitration clause or the entire agreement, shall be resolved by binding arbitration. Notwithstanding any other terms of the Arbitration Provisions, you cannot elect to arbitrate and Creditor shall not be required to arbitrate Creditor's self-help or judicial remedies of replevin, garnishment, repossession, or foreclosure with respect to any property that secures this Agreement. Provided, however, that Creditor can elect to arbitrate such claims and, if such election is made, you shall be bound by such election and the terms of the Arbitration Provisions shall govern the proceedings. Creditor's exercise of its rights under this paragraph shall not be deemed a waiver of its rights to elect arbitration.

A single arbitrator shall conduct arbitration, under the Federal Rules of Evidence and National Arbitration Forum's Code of Procedure in effect at the time the claim is filed. Rules and forms of the National Arbitration Forum may be obtained by calling (800) 474-2371 and all claims shall be filed at P.O. Box 50191, Minneapolis, Minnesota 55405, (651) 631-0802 (fax), or www.arb-forum.com (e-mail). The arbitrator shall not be allowed to conduct arbitration on a class-wide basis, and the arbitrator shall not be allowed to consolidate arbitration demands filed by others. The party electing arbitration shall pay any initial filing fee except that Creditor shall pay the filing fee in excess of $125 and any deposit required by the NAF. Creditor agrees to pay the initial costs of arbitration up to a maximum of eight hours of hearings. Any participatory hearing will take place in the county where you live unless you and Creditor agree to another location. Arbitration Provisions shall be governed by the Federal Arbitration Act. Judgement upon the award may be entered in any court having jurisdiction.

By signing this Agreement, you agree to the Arbitration Provision above, which provides that you or Creditor can require that all disputes, claims, or controversies between the parties be submitted to BINDING ARBITRATION.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY WAIVING YOUR RIGHT TO A JURY TRIAL OR JUDGE TRIAL FOR SUCH DISPUTES.

NOTICE: ANY HOLDER OF THE 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.

SELLER'S ASSIGNMENT. FOR VALUE RECEIVED, the undersigned Seller hereby sells and assigns to American General Financial Services, Inc., or its affiliate, subsidiary or successor in interest, all right, title, and interest in and to (1) the Application/Agreement, and (2) all present and future sales slips and charge slips, and the indebtedness and property covered thereby, entered into by the Buyer(s) under the Application/Agreement. This assignment is subject to the terms of the Dealer Agreement between the undersigned Seller and American General Financial Services, Inc.

Seller: _____ **By:** _____

Date: _____

OPT OUT FORM

No action is required by you at this time if you wish to permit information sharing as described in the previous section. Please consider that if you opt out of information sharing, your name may be excluded from mailings or other communications that may be of interest to you. Examples may include information about special rate programs, special promotions or other direct marketing programs.

Your preference form must be mailed in a separate envelope and should not be included in any other correspondence. We will process your request as soon as possible after we receive it.

Do not share my information with...

❒ **American General's or AIG's Family of Companies.** I/We elect to opt out of the sharing of information as previously described with companies within the American General or AIG family of companies. I/We understand that this election may affect the availability of information I/We receive about other financial products and services offered by companies within American General's or AIG's corporate family.

In order for your opt out election to be effective you must complete the following:

Applicant/Accountholder 1:

Last Name _____

First Name _____ Middle Initial _____

Address _____

City _____

State _____ Zip Code_____

Social Security Number _____

Signature _____

Date _____

Applicant/Accountholder 2:

Last Name _____

First Name _____ Middle Initial _____

Address _____

City _____

State _____ Zip Code _____

Social Security Number _____

Signature _____

Date _____

Mail to the following address:
American General
P.O. Box 3662
Evansville, IN 47735-3662

043-V+1800 TX Revolving Retail 18% (REV. 6-08)

Your Privacy is Important

American General Financial Services ("American General") understands your privacy is important. You have received this notice in accordance with applicable state and federal laws and because you are a current or potential customer of one of the American General companies. This notice will help you understand what types of nonpublic personal information - information about you that is not publicly available - we may collect, how we use it and how we protect your privacy.

AMERICAN GENERAL'S PRIVACY POLICY HIGHLIGHTS

- We collect nonpublic personal information to process and administer our customers' business.
- We have policies and procedures in place to protect nonpublic personal information about our customers.
- We do not sell nonpublic personal information about our customers to third parties, i.e., companies or individuals that are not affiliated with American General.
- We do not disclose any nonpublic personal information about our customers to anyone, except as permitted by law, or for which you have provided your consent.
- We do not share or use personally identifiable health information for marketing purposes.
- Our Privacy Policy applies to both current and former customers.

Questions and Answers that detail American General's Privacy Policy

What types of nonpublic personal information does American General collect?

- American General's employees, representatives, agents and selected third parties may collect nonpublic personal information about our customers, including:
  - Information provided to us, such as on applications or other forms.
  - Information about transactions with us, our affiliates or third parties.
  - Information from others, such as credit reporting agencies, employers and federal and state agencies.
- The types of nonpublic personal information American General collects vary according to the products or services provided and may include, for example: account balances, income, assets, insurance premiums, credit reports, marital status and payment history. We also may collect nonpublic personal health information, like medical reports, for certain types of insurance policies in order to underwrite the policy, administer claims or perform other insurance or related functions.

What does American General do to protect nonpublic personal information?

- We restrict access to nonpublic personal information to those employees, agents, representatives or third parties who need to know the information to provide products and services to our customers.
- We have policies and procedures that give direction to our employees, and agents and representatives acting on our behalf, regarding how to protect and use nonpublic personal information.
- We maintain physical, electronic and procedural safeguards to protect nonpublic personal information.

With whom does American General share nonpublic personal information, and why?

- We do not share nonpublic personal information about our customers with anyone, including other affiliated American General companies or third parties, except as permitted by law, or with companies for which you have provided your consent.
- We may disclose, as allowed by law, all types of nonpublic personal information we collect, to: (i) affiliated American General companies, agents, employees, representatives and third parties that market our services and products and administer and service customer accounts on our behalf; or (ii) other financial institutions with whom we have joint marketing agreements.
- Examples of the types of companies and individuals to whom we may disclose nonpublic personal information include banks, attorneys, trustees, third-party administrators, insurance agents, insurance companies, insurance support organizations, credit reporting agencies, registered broker/dealers, auditors, regulators, transfer agents and reinsurers.
- We do not share personally identifiable health information unless the customer or the applicable law authorizes further sharing.

Does American General's Privacy Policy apply to its agents and representatives?

- American General's Privacy Policy applies, to the extent required by law, to its agents and representatives when they are acting on the behalf of American General.
- Please note: There may be instances when these same agents and representatives may not be acting on behalf of American General, in which case they may collect nonpublic personal information on their own behalf or on the behalf of another. In these instances, American General's Privacy Policy would not apply.

Will American General's Privacy Policy Change?

- American General reserves the right to change any of its privacy policies and related procedures at any time, in accordance with applicable federal and state laws. You will receive appropriate notice if our Privacy Policy changes.

NOTICE OF YOUR OPPORTUNITY TO OPT OUT OF INFORMATION SHARING WITH COMPANIES WITHIN OUR CORPORATE FAMILY

Information We Can Share With Our Corporate Family About You – Unless You Tell Us Not To

- We share information about you with other companies in the AIG corporate family or American General corporate family (as they may change from time to time), such as banks, consumer loan companies, and insurance companies. Under the Fair Credit Reporting Act you may direct us not to share certain credit information with companies within our corporate family. Examples of the kind of credit information that you may direct us not to share include: (i) certain information you provide in your application or other forms, such as your income, occupation, assets and liabilities; (ii) information we obtain about you from nonaffiliated third parties such as credit bureaus; (iii) information we obtain to verify representations made by you, such as amounts you owe on credit cards and other open lines of credit; or (iv) information we obtain from you regarding your employment, credit, or other relationship with you, such as your employment history.
- If you prefer that we not share such information with companies in our corporate family, you may direct us not to share this information by completing the attached opt-out form and mailing it to the following address: American General, P.O. Box 3662, Evansville, IN 47735-3662.
- Your request not to share credit information does not include information we are permitted to share by law, such as information related solely to our experiences or transactions with you. Your account balance and payment history are examples of transaction and experience information that we are always permitted to share with our affiliates.

043-V+1800 TX Revolving Retail 18% (REV. 6-08)

AMERICAN GENERAL | FINANCIAL SERVICES

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 to us on a separate sheet at the "mail billing inquiries" address listed on your bill. Write to us as soon as possible. We must hear from you no later than 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, 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 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 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 reported you to that the matter has been settled between 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.

Texas Notice

To contact American General Financial Services about this account call 1-800-453-2017. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas, 78705-4107; (800) 538-1579; www.occc.state.tx.us; and can be contacted relative to any inquiries or complaints.

AMERICAN DREAM FINANCING

AMERICAN GENERAL | FINANCIAL SERVICES

CREDIT APPLICATION

AMERICAN GENERAL FINANCIAL SERVICES

PLEASE PRINT PLAINLY

Cannot process without Tax Number

FAILURE TO PROVIDE THE AMOUNT OF CREDIT REQUESTED MAY RESULT IN AN INSUFFICIENT CREDIT LIMIT ASSIGNMENT

APPLICANT/JOINT APPLICANT : READ AND SIGN BELOW

YOU AGREE YOU READ AND RECEIVED A COPY OF YOUR AGREEMENT BEFORE ANY SALE WAS MADE UNDER THIS ACCOUNT. If this application is not approved by American General Financial Services, Inc. (AGFS), you authorize AGFS and/or the merchant to furnish all of your application information to other possible financing sources, including affiliates of AGFS, for credit programs other sources may offer and you authorize such other sources to make inquiries about you they consider necessary or desirable (including obtaining your consumer report from consumer reporting agencies) in evaluating you for credit. You understand that the terms and conditions of credit extended by another lender may differ from the terms and conditions of the credit for which you originally applied. You are not obligated to accept an offer from our affiliate or any other creditor.

DISCLOSURES REQUIRED BY FEDERAL LAW REGARDING THE ANNUAL PERCENTAGE RATE, GRACE PERIODS, LATE PAYMENT FEES AND ADDITIONAL INFORMATION APPEAR ON THE FOLLOWING PAGE.

<u>Arbitration.</u> BY SIGNING BELOW, YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THIS DOCUMENT, INCLUDING THE ARBITRATION PROVISIONS THAT PROVIDE, AMONG OTHER THINGS, THAT EITHER YOU OR CREDITOR MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN YOU AND CREDITOR BE SUBMITTED TO BINDING ARBITRATION. IF YOU OR CREDITOR ELECT TO USE ARBITRATION, BOTH YOU AND CREDITOR WILL HAVE WAIVED YOUR AND CREDITOR'S RIGHT TO A TRIAL BY A JURY OR JUDGE, THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR AND THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM. Buyers agree to the terms of the Revolving Credit Sale Agreement on the reverse side.

NOTICE TO THE BUYER - DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

MERCHANT USE ONLY

043-V+1800 TX Revolving Retail 18% (REV. 6-08)

RETAIL CHARGE AGREEMENT

ANNUAL PERCENTAGE RATE FOR SALES	**18%**
GRACE PERIOD FOR REPAYMENT OF BALANCES FOR PURCHASES	**There is no grace period for new Purchases, but if you pay the New Balance in full by the Payment Due Date, no FINANCE CHARGES will be charged on that amount on any later statement.**
METHOD OF COMPUTING THE BALANCE FOR SALES	**Average Daily Balance Method including current transactions.**
MINIMUM FINANCE CHARGE	**$.75 per month**
LATE CHARGE	**$10.00**

This Agreement explains the terms that both Creditor (Seller or Seller's Assignee) and you (Buyer and all signers of this Agreement) agree to follow for this credit account ("Account").

<u>CREDIT LIMIT.</u> If your Account is approved, you may purchase goods or services from the Seller up to the amount of your Credit Limit you are advised of from time to time. We may refuse to honor any transaction that would cause your Account to exceed its Credit Limit.

<u>SALE OF AGREEMENT.</u> Seller will submit your Application to American General Financial Services, Inc. (P.O. Box 59, Evansville, IN 47701), or its affiliate, which may buy this Agreement and all sales slips under this Account.

<u>PROMISE TO PAY.</u> Creditor shall give you sales slips that describe goods or services purchased on this Account (each a "Purchase"). You promise to pay Creditor the amount of those Purchases, **FINANCE CHARGES** and other charges, shown on your monthly statement. You will pay monthly at least the minimum payment due (see Minimum Monthly Payment below), unless the Creditor otherwise agrees in writing. Payments shall be made at the address shown on the monthly statement. You may at any time pay the total amount due without penalty. We may enforce this Agreement against any one or all persons who initially or subsequently request, accept, guarantee or use the Account.

<u>MINIMUM MONTHLY PAYMENT.</u> You will pay monthly at least the following portion of the New Balance calculated after your most recent Purchase (rounded up to the nearest whole dollar): 4% of each purchase (based on the total of all Purchases, but not less than $20 for each purchase, excluding certain Special Payment Purchases as described below). Each payment (except a down payment) is applied in the following order: to unpaid (1) permissible charges assessed, (2) **FINANCE CHARGE**, and (3) remaining balance. Please follow the instructions on your billing statement if you have more than one purchase and wish to apply your payment to a specific purchase.

<u>FINANCE CHARGES.</u> FINANCE CHARGES are computed by applying a daily periodic rate to your Average Daily Balance (including current Purchases) for each day in each billing period. The Average Daily Balance is the total of the Balances Owed for all days in the billing period divided by the number of days in that period. The Balance Owed each day is the sum of the unpaid amount of (1) Purchases made on or before such day (including current Purchases, other than any Special Purchases not subject to **FINANCE CHARGES**) and (2) **FINANCE CHARGES** and other charges when the billing period starts, less (3) credits and payments received in the billing period on or before that day. To determine any billing period's **FINANCE CHARGES**, multiply the Average Daily Balance by a daily periodic rate of 0.04932% (**18% ANNUAL PERCENTAGE RATE**) times each day in the billing period unless the Purchase is a Special Purchase under a Series 57000 Special Payment Plan in which case the daily periodic rate is estimated to be between 0% **(0% APR)** and 0.04932% **(18% APR)**. The Minimum Monthly **FINANCE CHARGE** is $.75. **FINANCE CHARGES** for each Purchase are imposed beginning on the latest of: (a) date of Purchase, (b) date of delivery of goods if more than 10 days after date of Purchase, or (c) start of performance of services or home improvements by Seller (each a "Standard **FINANCE CHARGE** Start Date"). If you pay the New Balance in full by the Payment Due Date, no **FINANCE CHARGES** will be charged on that amount on any later statements.

<u>SPECIAL PAYMENT PLAN FOR CERTAIN PURCHASES.</u> ("Special Purchases"). If so designated on the Revolving Charge Sales Invoice ("Sales Slip"), a Special Purchase under this Agreement will be subject to one of the following Special Payment Plans, but these terms do not apply to other Purchases. **FOR EACH SPECIAL PAYMENT PLAN DESCRIBED BELOW, WHEN THE TOTAL NOW DUE ON THE CLOSING DATE OF ANY BILLING CYCLE EQUALS OR EXCEEDS ANY THREE (3) REQUIRED MINIMUM MONTHLY PAYMENTS, ALL SPECIAL PURCHASE PLANS WILL TERMINATE AND FINANCE CHARGES SHALL BE IMPOSED FROM THE STANDARD FINANCE CHARGE START DATE(S), AND REPAYMENT TERMS FOR THE SPECIAL PURCHASE WILL BE THE SAME AS IN THE CASE OF A PURCHASE.**

Series 52000 Same as Cash/Minimum Payment Required. During the specified option period, you may pay the full balance of the Special Purchase with no **FINANCE CHARGES**. But to do so, you must pay all scheduled payments in full and on time. If you do not pay in full in the option period, **FINANCE CHARGES** are computed from the Standard **FINANCE CHARGE** Start Date.

Series 53000 Deferred Payment/Deferred FINANCE CHARGES. During the specified option period, you may pay the full balance of the Special Purchase, with no **FINANCE CHARGES**, and no payments are due. If you do not pay in full in this period, **FINANCE CHARGES** are computed from the date the option period ends.

Series 54000 Same as Cash/Deferred Payment. During the specified option period, you may pay the full balance of the Special Purchase, with no **FINANCE CHARGES** and no payments are due. If you do not pay in full this period, **FINANCE CHARGES** are computed from the Standard **FINANCE CHARGE** Start Date.

Series 55000 Deferred FINANCE CHARGES. During the specified option period, there will be no **FINANCE CHARGES** on the balance of the Special Purchase, but you must pay all scheduled payments in full and on time. **FINANCE CHARGES** begin on the date the option period ends.

Series 56000 Same as Cash/Fixed Payment. During the specified option period, you may pay the full balance of the Special Purchase, with no **FINANCE CHARGES**. But to do so, you must pay all fixed payments in full and on time. If you do not pay in full in the option period, **FINANCE CHARGES** are computed from the Standard **FINANCE CHARGE** Start Date.

Series 57000 Reduced Annual Percentage Rate. During the specified option period, **FINANCE CHARGES** will be computed at a lower Annual Percentage Rate than shown above on the Special Purchase.

Series 58000 Deferred Payment. During the specified option period, no payment will be due on the Special Purchase. **FINANCE CHARGES** begin on the Standard **FINANCE CHARGE** Start Date.

<u>CHANGE OF TERMS (INCLUDING RATE).</u> Creditor may, at any time and to the extent not prohibited by law: (a) terminate this Agreement; (b) decrease your Credit Limit; or (c) change any other term or condition (including the periodic rate of **FINANCE CHARGE**) or add new terms. If required by law, Creditor will mail written notice to you at your last known billing address at least 15 days (unless a longer period is required by law) before the beginning of the billing cycle in which such change is to be effective. Creditor will terminate your Account if it has a zero balance ($0.00) for six consecutive billing cycles.

<u>SECURITY.</u> You give Creditor a security interest under the Uniform Commercial Code in any goods you buy under this account, until you pay for them. To determine Creditor's security interest, payments will be applied first to the unpaid amount of your oldest purchase, or, when made on the same day, to the lowest priced Purchase. Creditor waives any security interest in your home if the goods are installed, and any laborer, supplier or similar lien.

<u>LIABILITY FOR UNAUTHORIZED USE.</u> You may be liable for unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify American General Financial Services, Inc., Service Center, P.O. Box 3212, Evansville, Indiana 47731-3212, 1-877-303-7334, orally or in writing, of loss, theft, or possible unauthorized use of your Card or Account. In any case, your liability shall not exceed the lesser of $50 or the amount of unauthorized use.

<u>NOTICE TO US.</u> Notify us promptly of your change in address and loss or theft of your Card or other means of Account access. Notify us of any substantial change in your financial status which would adversely affect your ability to repay the Account.

<u>NSF CHECK CHARGE.</u> You will pay $15 if any check or similar instrument given to Creditor is dishonored because of insufficient funds or because no such account exists, for any reason.

<u>LATE PAYMENT CHARGES.</u> If your payment is more than 21 days late, you will pay $10.00.

<u>DEFAULTS.</u> Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make at least the Minimum Monthly Payment when due; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the Credit Limit on your Account. After your default or your death, and subject to the limitations of applicable law, we have the right to: (i) reduce your Credit Limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment is received of the amount owing on your Account, including **FINANCE CHARGES** which will continue to impose to the date of full payment; (iii) require immediate payment of your entire Account balance, including Special Payment Plan balances, all accrued but unpaid **FINANCE CHARGES**, and all fees and other charges listed in this Agreement; and (iv) bring an action to collect all amounts owed. If, after your default, we refer your Account for collection to an attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorneys' fees.

<u>APPLICABLE LAW.</u> This Agreement will be governed by the law of the State of Texas including Market-Competitive rates provided for in Finance code, Title 4, Chapter 345.

<u>CREDITOR REPORTS.</u> Creditor may request a consumer report from consumer reporting agencies in considering your credit application and for update, renewal, extension or collection of your Account. Creditor may use any credit report obtained in connection with opening this Account for future credit offers. You are hereby notified that if you fail to fulfill the terms of your credit obligations, a negative credit report reflecting on your credit record may be submitted to a credit reporting agency.

<u>DISPUTES.</u> You agree to try in good faith to resolve all disputes over Purchases directly with the merchant. You agree that you may not settle a dispute or reduce the amount we say you owe us by writing "paid in full" or "fully paid" or any other similar phrases, or any phrases with similar meanings on the back of a check, draft, or any other payment instrument used to pay the amounts owed on your Account. You agree that we may cash or negotiate any check, draft, or any other payment instrument you send us without settling the dispute and without reducing the amount you owe us except by the amount of the payment.

<u>ORAL MODIFICATION.</u> This written Agreement, and any written amendments which we send to you, are the final expression of your agreement with us. This Agreement may not be contradicted by evidence of any alleged oral agreement.

<u>CANCELLATION.</u> We own the Card. You may not assign the Account. On request you must surrender the Card(s) to us or any authorized institution or merchant. You may cancel this Agreement by sending us a written request for Account cancellation with your Card(s) and other means of Account access cut in half. Cancellation will not affect the existing obligations.

<u>SUBSTITUTION.</u> We may, at our option, replace your Card(s) with another because the underlying Account relationship has changed in some way.

<u>QUALITY SERVICE.</u> We may listen to and/or record telephone conversations between you and our associates for training purposes or to evaluate the quality of our customer service. We may use an automated dialing device to call you regarding your Account. After contact is made, one of our associates will speak to you directly.

SELLER'S NAME AND ADDRESS

CUSTOMER COPY -
RETAIN FOR YOUR RECORDS

ARBITRATION PROVISIONS. Except as provided below, either you or Creditor may choose that any claim or dispute between the parties or any claim, dispute or controversy involving you and any other party arising from or relating to this agreement or the relationships which result from this agreement, including the validity of this arbitration clause or the entire agreement, shall be resolved by binding arbitration. Notwithstanding any other terms of the Arbitration Provisions, you cannot elect to arbitrate and Creditor shall not be required to arbitrate Creditor's self-help or judicial remedies of replevin, garnishment, repossession, or foreclosure with respect to any property that secures this Agreement. Provided, however, that Creditor can elect to arbitrate such claims and, if such election is made, you shall be bound by such election and the terms of the Arbitration Provisions shall govern the proceedings. Creditor's exercise of its rights under this paragraph shall not be deemed a waiver of its rights to elect arbitration.

A single arbitrator shall conduct arbitration, under the Federal Rules of Evidence and National Arbitration Forum's Code of Procedure in effect at the time the claim is filed. Rules and forms of the National Arbitration Forum may be obtained by calling (800) 474-2371 and all claims shall be filed at P.O. Box 50191, Minneapolis, Minnesota 55405, (651) 631-0802 (fax), or <u>www.arb-forum.com</u> (e-mail). The arbitrator shall not be allowed to conduct arbitration on a class-wide basis, and the arbitrator shall not be allowed to consolidate arbitration demands filed by others. The party electing arbitration shall pay any initial filing fee except that Creditor shall pay the filing fee in excess of $125 and any deposit required by the NAF. Creditor agrees to pay the initial costs of arbitration up to a maximum of eight hours of hearings. Any participatory hearing will take place in the county where you live unless you and Creditor agree to another location. Arbitration Provisions shall be governed by the Federal Arbitration Act. Judgement upon the award may be entered in any court having jurisdiction.

By signing this Agreement, you agree to the Arbitration Provision above, which provides that you or Creditor can require that all disputes, claims, or controversies between the parties be submitted to BINDING ARBITRATION.

YOU UNDERSTAND THAT YOU ARE VOLUNTARILY WAIVING YOUR RIGHT TO A JURY TRIAL OR JUDGE TRIAL FOR SUCH DISPUTES.

NOTICE: ANY HOLDER OF THE 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.