



55607

SECTION 1 Describe Your Business

Type of Business:

- C-Corp, S-Corp, Government, Sole Proprietor, Partnership, Nonprofit

Gross Annual Sales/Revenues

- Less Than \$50,000, \$100,001 - \$250,000, \$500,001 - \$5,000,000, \$50,000 - \$100,000, \$250,001 - \$500,000, \$5,000,000 +

Grid for In Business Since, # of Employees, Credit Line Requested, Subject to underwriting criteria, Authorized Account User #1

Does your business have more than \$5 million in annual sales/revenue --OR-- is it a Nonprofit organization existing more than 10 years? If YES, complete Section 2. If NO, complete Section 2 and 3.

Grid for Authorized Account User #2, 7614

SECTION 2 Business Details

Your Company's Full Legal Name

DBA

Account Contact Person

Street Address (No P.O. Box)

City, State, Zip

Telephone Number

Tax ID Number

Nature of Business

If the line requested is \$25,000 or less, please mail the application to GE Money Bank, P.O. Box 6150, Rapid City, South Dakota 57709. If the line requested is more than \$25,000, be sure to include 2 years business financial statements (if applicable) and a completed Borrowing Resolution. Include interim statements if most recent is more than six (6) months old. Applicant agrees to provide other financial information if GE Money Bank deems necessary.

TRADE REFERENCE

Name, Phone, Address

BANK REFERENCE

Name, Phone, Bank Officer's Name, Address

Signature of Company's Authorized Representative

By signing below on behalf of your business, you represent that your business is a valid business entity; that all purchases made on this Account, if approved, will be for purposes other than personal, family, or household use; and that you are an authorized representative of the business with authority to enter into contractual agreements. On behalf of the business, you certify that all information provided in the Application is complete and accurate, you agree to be bound by the terms of the governing credit agreement, and you authorize us to obtain information about you personally (whether or not you have personally guaranteed the Account) and your business from credit reporting agencies and other sources we deem appropriate in considering this Application and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Application or in reviewing or collecting the Account. You also understand that credit on this account, once approved, will be extended by GE Money Bank ("GEMB"), and that there is no binding contract between us until GEMB approves and accepts this Agreement. The undersigned acknowledges receipt of a copy of the GEMB Business Revolving Credit Account Agreement.

Federal law requires us to obtain, verify, and record information that identifies you when you open an account. We will use your name, address, date of birth, taxpayer identification number and other information for this purpose. If a PO box is provided in section 2, we will need a personal guarantor as a contact person.

Signature: X Signer must be an officer, owner, or agent of business or entity and must be authorized to enter into contracts on behalf of business or entity.

Name:

Title:

Date:

SECTION 3 Personal Guaranty

First Name, M. Initial

Last Name

Home Street Address (No P.O. Box)

City, State, Zip

(One) Do You: Own, Rent, Parents/Relative, Other

Home Phone, %

Birth Date, Annual Income: Less Than \$50,000, \$50,000 - \$75,000, \$75,001 - \$100,000, \$100,001 +

Social Security Number

E-Mail Address By providing my E-mail address, I consent to receive E-mail communications about my Account and authorize you to provide my E-mail address to Sutherland's so I can receive special offers and updates.

\*NOTE: Alimony, child support or separate maintenance payments need not be disclosed unless you wish to have it considered as a basis for repaying this obligation.

Sign Here for Personal Guaranty

PERSONAL GUARANTY: In consideration of GE Money Bank ("GEMB") financing purchases by buyer, the undersigned guarantor hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, the GEMB Business Revolving Credit Account Agreement, and further agrees to pay the total balance due on the account opened pursuant to the Agreement upon demand, without requiring GEMB to proceed first to enforce payment against the buyer also liable on this account, in the event of any default under the Agreement that governs the account. The undersigned hereby waives any notices regarding the Agreement or this guaranty, and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor agrees that GEMB may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor agrees that personal credit history of the undersigned guarantor may be used in making credit decisions and consumer reports on the undersigned guarantor may be obtained from time to time. Direct inquiries of employers and businesses where the undersigned guarantor maintains accounts may also be made.

X Signature of Guarantor, Date

Store use Only

Guarantor's Primary ID (Type, Num., Issuing State) Exp. / Sec. ID (Credit Type and Issuer) Exp.

Authorized Representative ID (Type and Number) Expires

534812 Store #

Contact Name

Account Number

Store Fax Number

Store Phone Number

Thank-you for shopping at Sutherland's

To find out about changes in the terms of the attached agreement, write to us at GEMB, P.O. Box 6160, Rapid City, SD 57709-6160

60190-002-0189 (0 9/05) SUT



55607



# GE MONEY BANK BUSINESS REVOLVING CREDIT ACCOUNT AGREEMENT

## The Sutherlands Reward Program

The Sutherlands Reward Program is automatically available to each Sutherlands Credit Card customer, including employees, whose account is in good standing and not more than one payment past due at the time Rewards Certificates are issued and redeemed. A cardholder will earn a Sutherlands Reward Certificate equal to 3% of the cardholder's total net purchases (merchandise purchases minus returns and adjustments) charged to a Sutherlands Credit Card account during each calendar quarter. Reward Certificates are not earned on Cash Advances, Convenience Checks, Fees, Finance Charges, and non-Sutherlands products and services. Reward Certificates will be mailed the month following each calendar quarter end. A Reward Certificate will not be mailed for an amount less than \$3 but will continue to accrue. Certificates are good for one-time use only at any Sutherlands store, and must be surrendered at the time of purchase. The value of the purchase amount must be equal to or greater than the value of the certificate. Reward Certificates are not transferable and cannot be used as payment on your Sutherlands Credit Card account or for prior purchases. Reward Certificates are redeemable for merchandise only, and cannot be credited to an account or redeemed for cash. They are not replaceable if lost or stolen, and expire on the expiration date printed on the front of the certificate. This Reward Program may be changed or discontinued at any time. No additional Reward Certificates will be issued after termination of the Program.

**1. GENERAL.** This Agreement ("Agreement") governs your Cimarron Lumber and Supply Company, Sutherland Lumber Company of Kansas City, LLP, and Sutherland Lumber Company, LP ("Sutherland's") Business Revolving Credit account ("Account"). In this Agreement and your billing statement ("Statement"), "we", "us", and "our" means GE Money Bank, a federal savings bank located at 4246 South Riverboat Rd., Suite 200, Salt Lake City, UT 84123-2551; "you" and "your" means the person or entity that signs the Application or on whose behalf the Application is signed; and "Card" means your Sutherland's Credit Card. The effective date of this Agreement will be the earlier of (i) the date you submit an Account application that is approved by us; or (ii) the first date that you or someone authorized by you uses the Account.

**2. USE OF ACCOUNT.** You may use your Card or Account to purchase goods or services ("Purchases"), up to any credit limit we may establish ("Credit Limit"), from dealers that accept the Card (referred to herein as "Seller") for your business use. We may approve a transaction that causes the balance of your Account to exceed your Credit Limit without waiving any of our rights under this Agreement. We may decline to authorize any Purchase or change your Credit Limit at any time. **You agree that you may use your Account only for Purchases for commercial or business purposes, and not for personal, family or household purposes.** In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account. You also understand that we will be unable to determine whether any given Purchase conforms to this paragraph of this Agreement. You agree that a breach by you of this paragraph of this Agreement will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.

**3. PROMISE TO PAY.** You may buy from Seller the merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoices. By signing this Agreement (if applicable), you have requested that we establish this Business Revolving Credit Account for your business use and that we permit you to finance your Purchase from the Seller on credit under the terms of this Agreement. Any other terms set out in your purchase order or in any other or different form will not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a Purchase. You promise to pay us for all credit that we extend on your Account for Purchases and all other amounts owed to us under the terms of this Agreement. You understand that we will be unable to determine whether any given Purchase charged on your Account was in fact authorized by and for the benefit of the business in whose name the Account is established. You agree that your promise to pay, as contained in this paragraph of this Agreement, will apply to all Purchases made by any of you whether or not the Purchase was in fact authorized by and for the benefit of that business. Any person signing the Application on behalf of a business attests that the business is a valid business entity or a qualified religious, educational, or other non-profit entity, or a governmental agency or instrumentality; and that the business has authorized (a) the execution of the Application, and (b) the person signing the Application to execute the Application on its behalf.

#### 4. FINANCE CHARGES.

- The Finance Charge for a billing period is calculated by applying the Periodic Rate to the Account balance subject to Finance Charge for each day in the billing period. There is a minimum **FINANCE CHARGE** of \$1 for a billing period in which a Finance Charge is assessed.
- The Periodic Rate for your Account is the Standard Rate, unless the Delinquency Rate applies as described below. The Standard Rate for a billing period is the greater of (i) the Prime Rate plus 10.50%, divided by the number of days in the year, or (ii) **.04931% (ANNUAL PERCENTAGE RATE 18.00%)**. The Standard Rate shall not exceed **.06780% (ANNUAL PERCENTAGE RATE 24.75%)**. The "Prime Rate" for a billing period is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the Calculation Day preceding the first day of the billing period. The "Calculation Day" is the 15th day (or the next business day if the 15th is not a business day) of each calendar month. As of September 16, 2005, the Standard Rate was **.04931% (ANNUAL PERCENTAGE RATE 18.00%)**.

- If you do not make your required Minimum Payment within 1 month after the Payment Due Date, the Delinquency Rate will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period that begins after the Payment Due Date. The Delinquency Rate is a fixed rate of **.06780% (ANNUAL PERCENTAGE RATE 24.75%)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate), which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

- When the Standard Rate applies, the Periodic Rate and corresponding Annual Percentage Rate may vary. If the Prime Rate increases, the Periodic Rate and corresponding Annual Percentage Rate may increase, and as a result the Periodic Finance Charge, Minimum Payment and number of payments also may increase. Any change in the Standard Rate will apply to your entire Account balance. We may select a new interest rate index if the Prime Rate is not available.

#### 5. BALANCE SUBJECT TO FINANCE CHARGE.

We may assess a Finance Charge on your Account in each billing period. We figure the Finance Charge on your Account separately for non-promotional Purchases and for each Special Payment Plan under which you make Purchases.

Each day during the billing period, we will figure a "Daily Balance" on your Account. The Daily Balance is determined by taking the beginning balance for that day, which includes any unpaid Finance Charges but excludes any new Purchases, adding any fees and other debits assessed that day, and subtracting any payments made and credits issued on that day. This gives us the Daily Balance. Any Daily Balance less than zero will be treated as zero. We then multiply the Daily Balance by the applicable Periodic Rate and add that daily Finance Charge to the balance to determine that day's closing balance, which will be the beginning balance for the following day. At the end of the billing period, we add up the results of the daily Finance Charge calculations to get the total Finance Charge for the billing period. Late Payment Fees, Returned Check Fees, Over Limit Fees and insurance premiums or debt cancellation fees, if any, are included in the Daily Balance. *You understand and acknowledge that this Account provides for the daily compounding of Finance Charges.*

#### 6. WHEN FINANCE CHARGES BEGIN TO ACCRUE.

Unless for each billing period you pay your New Balance, including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date, Purchases and other debits will incur a Finance Charge from the first day of the billing period following the billing period in which they are posted to your Account.

#### 7. PAYMENTS.

- You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will be (i) the greater of (a) \$50 or (b) 1/12th of your New Balance minus any balance attributable to any Special Payment Plan that involves delayed or special payments, rounded to the next highest dollar, plus (ii) any past due amounts. However, the Minimum Payment is the New Balance if the New Balance is less than \$50. You must pay any past due amounts as part of your Minimum Payment.
- All written communications concerning disputed amounts, including any check or other payment instrument that (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at the address for billing inquiries shown on the Statement, not the Payment Address.**
- All payments, except Disputed Payments, must be mailed or delivered to us at the address shown on your Statement (the "Payment Address"). Any payments received after 5:00 p.m. on any business day, or on any day other than a business day, will be credited on the next business day. Credit to your Account may be delayed up to five days if payment is (a) not received at the Payment Address, (b) not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., or (c) not accompanied by the top portion of your Statement. You understand, however, that payments may not be made, and may not be deemed received by us, at any location other than the Payment Address. Although we post your payments in the manner described above, we may delay restoring your available Credit Limit in the amount of your payment. All credits for payments to your Account are subject to final payment by the institution on which the item of payment was drawn.
- Except as specified in paragraph 9 below with respect solely to the determination of the extent of our purchase money security interest and subject to requirements of applicable law, we reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. Depending on how you use your Account, such as when you make payments, the amount of your payments and the types of transactions you make, the particular payment allocation method that we use may result in higher amounts of Finance Charges on your Account.
- We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) debit in the amount of your check or instrument to your account. Your bank account may be debited as early as the same day we receive your payment. Your check or item will not be returned to you by us or your bank.

**8. FEES.** You agree to pay the following fees.

- A. A Late Payment Fee of the greater of \$35 or 1.5% of the Minimum Payment if we have not received your Minimum Payment within 15 days of the Payment Due Date shown on your Statement.
- B. A Returned Check Fee of \$30 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.
- C. An Over Limit Fee of \$30 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

**9. SECURITY INTEREST.** You grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). If you made a Purchase pursuant to a credit promotion, the balance with respect to the promotional Purchase may be shown on Statements during the promotional period and may reflect a different payment allocation method. In no event will we assert a security interest in the promotional Purchase for an amount greater than the lowest balance shown on a Statement for that promotional Purchase. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling.

**10. SPECIAL PAYMENT PLANS.**

- A. From time to time, you may be offered special promotional terms which modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). Any fees, credit insurance premiums, debt cancellation fees and the portion of any minimum finance charge that exceeds the calculated finance charge will be included in the non-Special Payment Plan balance, not any Special Payment Plan balance, of your Account. Also, credit insurance premiums and debt cancellation fees will be deferred during the promotional period for any Special Payment Plans involving delayed payments. The provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided in this Agreement or under the Special Payment Plan offering. We may, without prior notice, terminate your participation in any Special Payment Plan if you are in default under this Agreement. Default includes, but is not limited to, any payment delinquency whether or not such delinquency relates to a Special Payment Plan. In the event of termination or expiration of your participation in any Special Payment Plan: (i) each remaining balance will not be treated as a Special Payment Plan Purchase and will be subject to the standard provisions applicable to such Purchases; and (ii) finance charges accrued on the Special Payment Plan balance from the date of purchase, if any, will be added to your balance.
- B. The Special Payment Plans available to your Account on qualifying Purchases, which are disclosed at the time of purchase, include, but are not limited to, the following:

1. Deferred Interest/With Payments

No periodic finance charges will be assessed on your promotional purchase balance if you pay the promotional purchase balance in full by the end of your promotional period disclosed at the time of purchase and on your Statement ("promotional period"). If you do not, periodic finance charges will be assessed on the promotional purchase balance from the date of purchase. Minimum Payments will be required on your promotional purchase balance during and after the promotional period.

2. Deferred Interest/Delayed Payments

No Minimum Payments will be required on your promotional purchase balance during the promotional period and no periodic finance charges will be assessed on your promotional purchase balance if you pay the promotional purchase balance in full by the end of your promotional period disclosed at the time of purchase and on your Statement ("promotional period"). If you do not, periodic finance charges will be assessed on the promotional purchase balance from the date of purchase and Minimum Payments will be required on the remaining promotional purchase balance.

**11. TERMINATION/CHANGE IN TERMS.** You may terminate your Account at any time by providing us written notice. We may, at any time and subject to applicable law, change, add or delete provisions of this Agreement ("Terms Change") or, subject to applicable law, terminate your Account. Except as prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account. We will send to you notice of any Terms Change as required by applicable law. Upon any termination of your Account, you remain obligated to repay the balance of your Account and this Agreement will continue to apply until you do so. No change to any term of this Agreement will affect your obligation or the obligation of any Personal Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of this Agreement or any related guaranty.

**12. DEFAULT.** Subject to the limitations of applicable law, we may declare you in default if you: (i) fail to make at least the Minimum Payment when due; (ii) violate any other term of this Agreement; (iii) become the subject of a bankruptcy or insolvency proceeding; or (iv) supply us with misleading, false, incomplete, or incorrect information. After your default or your death, and subject to the limitations of applicable law, we may: (i) reduce your Credit Limit; (ii) terminate your Account; (iii) require immediate payment of your entire Account balance; (iv) terminate any Special Payment Plan and convert any balance on such Plan to the standard terms and conditions of the Account; (v) bring an action to collect all amounts owed; and/or (vi) take any action allowed by law. If, after your default, we refer

your Account for collection to an attorney who is not our salaried employee, you will pay, to the extent permitted by applicable law, our collection costs, including court costs and reasonable attorneys' fees.

**13. LIABILITY FOR UNAUTHORIZED USE.** The Card is issued to you by us at your request and you agree to destroy it upon demand. You may be liable for the unauthorized use of the Card. You agree to promptly notify us if your Card is lost or stolen or of possible unauthorized use of your Card by writing to P.O. Box 6150, Rapid City, SD 57709-6150 or by calling us at 800-250-5411. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or possible unauthorized use and, in any case, your liability for unauthorized use will not exceed \$50. If you orally give us notice concerning loss or theft, you agree to confirm it in writing. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Account or Card and that you will be liable for all use by such a person. To terminate that authority, you must notify us at 800-250-5411.

**14. CREDIT REPORTS AND ACCOUNT INFORMATION.** The credit of your business and the personal credit of any individual signing the Application, including any Personal Guarantor, may be used in making credit decisions. You, and any Personal Guarantor, authorize us to investigate your credit worthiness by requesting information and making whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your Application for this Account and subsequently, in connection with any updates, renewals or extensions of credit or reviewing or collecting your Account. You also authorize us to report information concerning you or your Account, and any Personal Guarantor, including information about your, and any Personal Guarantor's, performance under this Agreement, to consumer reporting agencies and others who may properly receive such information.

**15. INFORMATION WE USE.** Because your Account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, may be shared with Cimarron Lumber and Supply Company, Sutherland Lumber Company of Kansas City, LLP, and Sutherland Lumber Company, LP for use in connection with the Sutherland's program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions, and that you should have no expectation that this information will remain private from Cimarron Lumber and Supply Company, Sutherland Lumber Company of Kansas City, LLP, and Sutherland Lumber Company, LP. We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.

**16. TELEPHONE MONITORING.** To ensure that you receive accurate and courteous customer service, on occasion, your call may be monitored by our employees or agents and you agree to any such monitoring. A license to use service observing equipment has been obtained from the Georgia Public Service Commission.

**17. WAIVER.** We may, in our sole discretion, choose to not exercise any right under this Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. Except as we may agree in a signed writing, we will not waive any rights if we (a) accept a late or partial payment, (b) accept a check or other payment marked "payment in full" or tendered with other conditions or limitations, (c) extend the due date of any payment due under this Agreement, and/or (d) release any collateral or person responsible for your obligations under this Agreement, without notifying you or any Personal Guarantor and without releasing you or any Personal Guarantor from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement. You and any Personal Guarantor understand and agree that your obligation and the obligation of any Personal Guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

**18. CHANGE OF ADDRESS.** You will notify us promptly if you change your address. We may send Statements and other notices to your address in our records until we have a reasonable opportunity to update our records with any new address for you. You agree that when we are notified that you have a new address, the terms of this Agreement specifically applicable to the residents of your new state of residence will apply to the entire balance of your Account.

**19. ARBITRATION PROVISION.** This Arbitration Provision ("Provision") replaces any existing arbitration provision between you and Us.

**Important Notice and Limitations:** IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US AND TO APPEAL IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. THE FEES CHARGED BY THE ADMINISTRATOR MAY BE HIGHER THAN THE FEES CHARGED BY A COURT.

IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN THE ARBITRATION; AND (3) CLAIMS BROUGHT BY OR AGAINST ONE CARDHOLDER MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER CARDHOLDER. ONLY A COURT MAY DETERMINE THE VALIDITY AND EFFECT OF THE LANGUAGE IN THIS PARAGRAPH. IF A COURT SHOULD HOLD THIS LANGUAGE TO BE INVALID, THEN THE ENTIRE PROVISION SHALL BE NULL AND VOID.

**Definitions:** As used in this Provision: "we," "us," "our" and similar terms mean GE Money Bank and all of its parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors.

**"Claim"** means any dispute between you and Us that arises from or relates to your Account, the relationships which result from your Account, this Agreement or any prior agreement or account, including the enforceability or scope of this Provision. It includes disputes based on constitutional provisions, statutes, regulations, contracts, torts, and acts of every type (whether intentional, fraudulent, reckless, or negligent). It includes disputes that seek relief of any type, including injunctive, declaratory or damages. It includes disputes that arose before the Provision's effective date.

"Administrator" means the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371, American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879, or JAMS, 45 Broadway, 28th Floor, New York, NY 10006, www.jamsadr.com, (800) 352-5267.

**Scope:** This Provision covers all Claims, except that (1) it does not apply in Puerto Rico; (2) We will not elect to arbitrate an individual Claim brought in small claims court or your state's equivalent court, unless that Claim is transferred, removed, or appealed to a different court.

**Starting an Arbitration:** To start an arbitration, you or We must give written notice of an election to arbitrate. This notice can be given after a lawsuit has been filed and can be given in papers in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Provision and the rules of the Administrator. You can choose the Administrator in your written notice electing to arbitrate, or by giving Us written notice of your selection within 20 days after Our election to arbitrate. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience.

**Location and Costs:** Any arbitration hearing that you attend will occur at a place reasonably convenient for you. If you cannot afford the Administrator's fees or you believe they are too high, We will consider any reasonable written request for Us to bear the cost. Each party must pay for its own attorneys, experts and witnesses, regardless of who wins the arbitration, except where applicable law, this Provision, and/or the Administrator's rules provide otherwise. We will pay any fees or expenses We are required to pay by law.

**Governing Law:** This Agreement involves interstate commerce, and this Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. ("FAA"), and not by any state law concerning arbitration. The arbitrator shall follow applicable law related to any Claim, statutes of limitation and claims of privilege. Upon the timely request of either party, the arbitrator must write an explanation of the award's basis. The arbitrator will set rules of procedure and evidence consistent with the FAA, this Provision and the Administrator's rules.

**Getting Information:** In addition to the parties' rights to obtain information under the Administrator's rules, either party may ask the arbitrator to allow it to obtain more information from the other party.

**Effect of Arbitration Award:** Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for (1) any appeal right under the FAA, and (2) Claims involving more than \$100,000. For the latter, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs, regardless of its outcome. However, We will consider any reasonable written request for Us to bear the cost.

**Continued Effect of Arbitration Provision:** This Provision will survive termination of your Account and remain in force no matter what happens to you or your Account. A party who has asserted a Claim in a lawsuit may still elect to arbitrate any other Claim asserted in the same lawsuit by another party. Except as otherwise provided above, if any portion of this Provision cannot be enforced, the rest of the Provision will continue to apply. In the event of any conflict or inconsistency between this Provision, and the Administrator's rules or other provisions of this Agreement, this Provision will govern.

**20. GOVERNING LAW.** This Agreement and your Account and any claim, dispute or controversy arising from or relating to this Agreement or your Account, whether based on contract, tort, fraud and other intentional torts, statute, common law and/or equity, are governed by and construed in accordance with the laws of the State of Utah (without regard to internal principles of conflicts of law), and applicable federal law. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Utah. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept your payments in Utah.

**21. ASSIGNMENT.** We may sell, assign or transfer any of our rights or obligations under this Agreement or your Account, including our rights to payments, without prior notice to you. You may not sell, assign or transfer any of your rights or obligations under this Agreement or your Account.

**22. SEVERABILITY.** If any provision of this Agreement is determined to be void or unenforceable under applicable law, all other provisions of this Agreement shall still be valid and enforceable.

**23. ENTIRE AGREEMENT.** This Agreement, together with any Application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your

Account. This Agreement may not be amended except in accordance with the provisions of this Agreement. It is not the intention of the parties that anything in this Agreement should result in the assessment of fees or charges in excess of those permitted by applicable law. If any fee or charge assessed under this Agreement is finally determined to be in excess of that permitted by applicable law, the excess amount will be applied to reduce the outstanding balance in your Account or, if there is no outstanding balance, will be refunded to you.

**Your signature on the Application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated by reference.**



Mark D. Hayes  
Vice President, Marketing  
GE Money Bank  
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Salt Lake City, UT 84123-2551