

M.D. PRUITT'S CREDIT CARD ACCOUNT AGREEMENT GENERAL TERMS

These terms apply to your entire account:

IDENTIFICATION OF PARTIES. In this agreement and the Arbitration Agreement contained herein, the words "you" and "your" mean each person who signed the credit card account application. The words "we", "us" and "our" mean Wells Fargo Financial National Bank, 4455 Spring Mountain Road, Las Vegas, Nevada 89102. The word "Retailer" means M.D. Pruitt's. The word "account" refers to the credit card account you have with us. If you have a joint account, all of you are bound by this agreement, and each of you is responsible for payment of the entire amount.

OVERVIEW OF ACCOUNT. Your account may be divided into two or more subaccounts so we can offer you special features. When you use your account at a participating Retailer location, the purchase will be part of your regular subaccount. If we cause the sales slip to indicate that special terms apply, the purchase will be part of a special subaccount. We may, at any time, grant you the ability to use your account to obtain cash advances. If we do allow you to obtain cash advances, all cash advances will be part of your cash advance subaccount. Some parts of this agreement apply to the entire account and some parts apply to certain kinds of subaccounts.

PROMISE TO PAY. When you use your account or let someone else use it, you promise to pay the total amount of the transaction. You also promise to pay any finance charges or other charges that may be due. All amounts owed must be paid in United States dollars.

IRREGULAR PAYMENTS. We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this agreement. Our acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment. If you intend to pay your account in full with an amount less than the total Outstanding Account Balance, payments must be sent to: Wells Fargo Financial National Bank, P.O. Box 14453, Des Moines, IA 50306. Please note that such a payment will not discharge your full debt.

CREDIT LIMIT. We will assign a credit limit to your account ("Credit Limit"). If we choose to do so, we may create a credit limit or designate a percentage of the Credit Limit for regular subaccount and special subaccount transactions ("Purchase Limit"). If we create a Purchase Limit, we may also designate a credit limit or a percentage of the Credit Limit that is available for cash advance transactions, if applicable ("Cash Advance Limit"). We will notify you of your Credit Limit (as well as any Purchase Limit and/or Cash Advance Limit) at or before the time you receive your card. Your Credit Limit (as well as any Purchase Limit and/or Cash Advance Limit) will also be given on your monthly statement. You promise to use your account only to the Credit Limit. In addition, if applicable, you agree you will not let your Cash Advance subaccount balance exceed the Cash Advance Limit and you will not let the combined balances of your regular subaccount and special subaccounts exceed the Purchase Limit. We can change your Credit Limit (as well as any Purchase Limit and/or Cash Advance Limit) at any time. If you use our account for more than your Credit Limit (as well as any Purchase Limit and/or Cash Advance Limit), you will remain liable for your Outstanding Account Balance, and we do not give up any of our rights.

OUTSTANDING ACCOUNT BALANCE. The term Outstanding Account Balance shall mean the sum of all unpaid amounts: in the regular subaccount, in all special subaccounts, and in the Cash Advance subaccount.

BILLING CYCLE. A billing cycle is the interval between regular monthly statements. The billing date shown on a statement is the last day of the billing cycle for that statement.

NEW BALANCE. The New Balance is for your account, including all subaccount(s), and is the Outstanding Account Balance as of the billing date.

PAYMENT DUE DATE. The Payment Due Date will be 22 to 25 days from the billing date and is printed on each monthly statement.

PAYMENT STUB. The Payment Stub is the portion of your monthly statement that is to be returned with your payment.

USE OF ACCOUNT. The use of your account by you or anyone permitted by you indicates acceptance of the terms of this agreement. You promise that all purchases made using your account will be only for personal, family or household purposes.

CREDIT CARDS. We may send you credit cards for use with your account. These cards, and any other credit instrument or device we supply to you, always belong to us. If we ask, you must return all cards and any other credit instruments or devices that you have received.

LOST OR STOLEN CARDS. You agree to notify us immediately of the loss, theft or use without your permission of your card at the address or telephone number shown on your statement. You may notify us orally or in writing.

DEFAULT - ENTIRE BALANCE DUE. If you don't make a minimum payment on time or if you violate the terms of this agreement, you will be in default. When that happens, you agree that to the extent permitted by applicable law we can require you to pay your Outstanding Account Balance at once. We can do this without giving you advance notice unless advance notice is required by law.

LIABILITY FOR UNAUTHORIZED USE. If you believe that your card may have been lost or stolen or that your account number may have been used without your authorization, you must notify us immediately at the address or telephone number shown on your statement. You may notify us orally or in writing. You will not be held liable for the unauthorized use of your account.

REFUSAL TO HONOR CARD. We are not responsible for the refusal of anyone to honor your card.

ASSIGNMENT. We have the right to assign this account to another creditor.

CHANGE IN TERMS OF YOUR ACCOUNT. We can change or add to any terms of your account at any time. We do not guarantee that the fees and the Annual Percentage Rates (APRs) on this account are guaranteed for any particular length of time. For example, APRs may be changed to higher rates; if you have fixed APRs, they may be changed to variable APRs; variable APRs may be changed to fixed APRs. Future changes will be made in accordance with the agreement. We will provide you with such notice as is required by applicable law. Such changes may apply to the existing balances on your account as well as to future balances. If required by applicable law, we will permit you to reject certain types of changes, by providing us with an opt-out notice and closing your account, and you would then be permitted to repay any balance on the account under the terms in effect prior to the change.

RIGHT TO LIMIT OR CLOSE. We may limit or close your account, but the terms of this agreement will apply until the Outstanding Account 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.

TELEPHONE MONITORING AND CONTACTING YOU. From time to time we may monitor and record telephone calls regarding your account to assure the quality of our service. You agree, in order for us to service the account or to collect any amounts you may owe, that we may from time to time make calls and/or send e-mails and/or text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including wireless telephone numbers that could result in charges to you, or at any e-mail address you provide to us.

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 applicable law.

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. You instruct any credit bureau to provide credit reports for these purposes to us or to any creditor to whom we assign this account.

NOTIFYING US OF INACCURATE INFORMATION. You have the right to notify us if we report inaccurate information about your account to the credit bureaus. Such notices should be sent in writing to us at: Wells Fargo Financial National Bank, Central Processing (F4030-040), 800 Walnut Street, Des Moines, IA 50309. Please include your account number and a description of the information that is incorrect.

DISCLOSURE OF INFORMATION ABOUT THIS ACCOUNT TO RETAILERS WHERE YOU USE YOUR ACCOUNT - CONSENT. We may disclose information we receive from you in connection with your account to the Retailers where you use your card or account and their corporate affiliates. We may disclose information about transactions under your account with the Retailers where the transactions occurred and their corporate affiliates. They may use this information to offer additional products to you and for other marketing purposes. You consent to these disclosures and use of information.

APPLICABLE LAW. This agreement is made in the state of Nevada. This agreement is governed by applicable federal law and the law of the state of Nevada.

SIGNATURE. Your signature on the credit card application means that you have read and agree to the terms of our credit card account agreement. You acknowledge receipt of a copy of our credit card account agreement.

OTHER CHARGES. We may charge your account for the following items. These items will be charged as transactions under your regular subaccount unless otherwise set forth below:

Late Payment Fee. If we do not receive at least the Total Minimum Payment amount by the Payment Due Date, a late payment fee may be charged and may continue to be charged each month until all payments on the account are current. The amount of the late payment fee is as follows: \$20.00 on New Balances up to \$250.00, \$29.00 on New Balances of \$250.01 up to \$500.00, and \$39.00 on New Balances of \$500.01 and over.

Returned Payment Fee. A returned payment fee of \$39.00 may be charged when a check or similar instrument is not honored, when it cannot be processed, or when an electronic debit is returned unpaid. This includes checks that you have authorized us to write on your checking account. This fee may be charged if a payment check or similar instrument is not honored the first time it is presented for payment, even if it is honored when subsequently presented.

Over Limit Fee. An over limit fee of \$35.00 may be charged in each billing cycle in which the Outstanding Account Balance exceeds your Credit Limit, or the balance of your Cash Advance subaccount exceeds your Cash Advance Limit, or the sum of the balances of your regular subaccount and special subaccounts exceeds the Purchase Limit, even if this occurs as a result of fees or finance charges that are added to the account. We may, but are not required to, authorize transactions that will cause the Outstanding Account Balance to exceed the Credit Limit (or, if applicable the Purchase Limit or Cash Advance Limit). Only one over limit fee will be assessed per billing cycle. If you exceed your Credit Limit (or, if applicable the Purchase Limit or Cash Advance Limit) in a billing cycle, the over limit fee will be charged to either your Cash Advance subaccount or regular subaccount.

Convenience Payment Fee. If you make a payment to us by authorizing us (orally or in writing) to write a check or process a payment through the use of Automated Clearing House procedures on an account you designate for the payment, a convenience payment fee of \$10.00 will be charged.

Attorneys Fees and Court Costs. If you default and we refer your account for collection to an attorney who is not our salaried employee, you agree to pay reasonable attorney's fees and actual court costs to the extent permitted by applicable law.

MINIMUM PAYMENT. You promise that by the Payment Due Date printed on each monthly statement, you will pay at least the Total Minimum Payment for your account. The "Total Minimum Payment" for your account is the greater of: a) the sum of the required minimum payments for the regular subaccount, for any special subaccount(s), and for the Cash Advance subaccount for the current billing cycle; or b) the sum of all finance charges assessed to the account for the current billing cycle (excluding the Accumulated Finance Charges for a special subaccount) plus all late payment fees, returned payment fees, over limit fees, convenience payment fees, and cash advance fees assessed to the account during the current billing cycle, plus \$5.00, and rounded to the nearest dollar. The minimum payment listed on your Payment Stub is the Total Minimum Payment for your account plus any past due amount.

PAYMENT REQUIREMENTS. Payments must be accompanied by the Payment Stub. You will make payments at the address indicated on the Payment Stub ("Remittance Address"). Payments that are received in our post office box at the Remittance Address on or before 3:00 p.m. on any business day will be credited as of the date of receipt. Payments received in our post office box at the Remittance Address after 3:00 p.m. or on non-business days may be credited as of the next business day if allowed by applicable law. Saturdays, Sundays and Federal Holidays are considered non-business days. You may pay your Outstanding Account Balance in full or more than the Total Minimum Payment at any time. Payment of more than the Total Minimum Payment but less than the Outstanding Account Balance will not relieve you of the obligation to make the Total Minimum Payment in any future billing cycle. Payments received without the Payment Stub or at an address other than the Remittance Address may be subject to a delay in crediting.

APPLICATION OF PAYMENTS AND CREDITS. Your monthly payment and/or any credits to your account will be applied in a manner determined by us at our discretion. This manner may change from time to time. Our payment and credit allocation method may result in balances with lower APRs being paid off before balances with higher APRs. This means that payments and/or credits may be applied to introductory or promotional rate balances/subaccounts with lower APRs before being applied to other balances at higher APRs. We may, at our discretion, withhold a portion of your available credit limit up to the amount of any payments and/or credits tendered to assure that the payment instrument is honored.

SECURITY INTEREST. To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest under the Uniform Commercial Code in the merchandise purchased on your account until such merchandise is paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest. If you do not make the Total Minimum Payment on your account by the Payment Due Date, we may repossess any merchandise that has not been paid for in full.

REGULAR SUBACCOUNT

These terms apply to your regular subaccount:

REGULAR SUBACCOUNT MINIMUM PAYMENT. The new balance shown for the regular subaccount on a statement is the unpaid balance of the regular subaccount at the end of the billing cycle. The minimum payment for the regular subaccount is 1/30th of the highest new balance of the regular subaccount, but at least \$25.00. The minimum payment will be rounded to the nearest dollar. The minimum payment will change only if subsequent activity increases the new balance to an amount requiring a higher minimum payment.

WHEN FINANCE CHARGE IS IMPOSED. Finance charges will accrue from the transaction date until the date we receive payment in full of the total balance for the regular subaccount. Finance charges are not imposed on the purchases shown on your current billing statement if you paid the new balance of your regular subaccount shown on the previous statement in full by the Payment Due Date (or if the new balance at the end of the previous billing cycle was zero). In addition, if you pay in full the new balance of your regular subaccount from your immediately preceding billing statement by the Payment Due Date then you will not be charged any finance charges related to that new balance of the regular subaccount from the previous billing statement date to the date payment is received. For any transaction that occurred in a prior billing cycle, but which was not posted until the current billing cycle, we treat the beginning of the current billing cycle as the transaction date. The amount of any unpaid other charges will be included in the calculation of the average daily balance starting on the first day of the billing cycle following the cycle in which the charge posts to your account.

STANDARD PERIODIC RATE. The daily standard periodic rate used to figure the finance charge for the regular subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The minimum daily standard periodic rate that can apply is 0.06547% (**ANNUAL PERCENTAGE RATE 23.90%**). There is no maximum daily standard periodic rate that can apply. The prime rate we use is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The daily standard periodic rate will increase if the prime rate increases and decrease if the prime rate decreases until it reaches the minimum daily standard periodic rate. An increase in the daily standard periodic rate may increase the total amount of finance charges you pay on your regular subaccount. An increase in the daily standard periodic rate may increase the amount of the minimum monthly payment of the regular subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The daily standard periodic rate for a billing cycle is figured by adding 19.90 percentage points to the prime rate for that billing cycle and dividing the sum by 365. As of July 1, 2009 the daily standard periodic rate was 0.06547% (**ANNUAL PERCENTAGE RATE 23.90%**).

DEFAULT PERIODIC RATE. If at any time you fail to pay the Total Minimum Payment for your account when due for two consecutive billing cycles, your regular subaccount may be subject to the daily default periodic rate. If this condition occurs, the daily default periodic rate may be applied to all transactions and balances, including any special subaccount balances that have been or are transferred into your regular subaccount. The daily default periodic rate will be applied effective on the first day of the billing cycle after which the Total Minimum Payment was not received when due for two consecutive billing cycles. The daily default periodic rate used to figure the finance charge for the regular subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The minimum daily default periodic rate that can apply is 0.07643% (**ANNUAL PERCENTAGE RATE 27.90%**). There is no maximum daily default periodic rate that can apply. The prime rate we use is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The daily default periodic rate will increase if the prime rate increases and decrease if the prime rate decreases until it reaches the minimum daily default periodic rate. An increase in the daily default periodic rate may increase the total amount of finance charges you pay on your regular subaccount. An increase in the daily default periodic rate may increase the amount of the minimum monthly payment of the regular subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The daily default periodic rate for a billing cycle is figured by adding 23.90 percentage points to the prime rate for that billing cycle and dividing the sum by 365. As of July 1, 2009, the daily default periodic rate was 0.07643% (**ANNUAL PERCENTAGE RATE 27.90%**). If your regular subaccount is subject to the daily default periodic rate, you will qualify for reinstatement of the daily standard periodic rate if you pay each of the Total Minimum Payments due on your billing statements by their respective Payment Due Dates for six consecutive billing cycles. If you satisfy this condition, the daily standard periodic rate for the regular subaccount (as applicable) will then apply to new transactions billed to your regular subaccount and to any existing balances on your regular subaccount that had been under the daily default periodic rate, effective on the first day of the billing cycle in which the Total Minimum Payment is received by the Payment Due Date for the sixth consecutive billing cycle. Special terms will not be reinstated on balances that have been transferred from a special subaccount to the regular subaccount due to a default. Your regular subaccount may be subject to the daily default periodic rate even if your account is closed.

FINANCE CHARGE. The total finance charge for your regular subaccount for a billing cycle will be the amount obtained by applying the applicable daily periodic rate for the current billing cycle to the average daily balance of purchases and multiplying the product by the number of days in the current billing cycle.

AVERAGE DAILY BALANCE OF PURCHASES. We calculate the daily balances for purchases by starting with the beginning balance of purchases on the first day of the billing cycle. For each day in the billing cycle, we add the amount of all new purchases made, plus any applicable fees or charges, and also add a finance charge amount equal to the previous day's purchases balance multiplied by the daily periodic rate applicable to purchases, we subtract the amount of any payments or credits applied to the purchases balance. If you have paid in full the new balance from your immediately preceding billing statement by the Payment Due Date shown on that statement, or if that new balance was zero, then you will not be charged any finance charges related to purchases on your current billing statement. This gives us the daily balance of purchases. Any daily balance of purchases that is a credit balance will be treated as zero. Then, to calculate your average daily balance each month, we calculate the daily balance of purchases for each day in the billing cycle, add the daily balances together, and divide that total amount by the number of days in the billing cycle. This gives us the "average daily balance."

You understand and acknowledge that this method of calculating the finance charge results in daily compounding of interest.

SPECIAL SUBACCOUNTS

These terms apply to special subaccounts:

SPECIAL TERMS. We may from time to time allow you to make purchases at special terms. This part of your agreement explains how these special terms apply. If a sales slip or its equivalent indicates that special terms apply, then special terms apply for that purchase. You accept the special terms by making the purchase.

SUBACCOUNT ESTABLISHED. A purchase subject to special terms establishes a subaccount or subaccounts for the purchases listed on the sales slip. A special subaccount is part of your account, but the finance charge and minimum payment for a special subaccount are handled separately from your regular subaccount, your Cash Advance subaccount and from other special subaccounts. Special terms shown on a sales slip apply only to purchases listed on the sales slip. Items that are purchased under the same terms and that have special terms that end when the balance of the special subaccount is paid in full or that have special terms ending in the same billing cycle may be included in the same special subaccount, even if they were purchased separately.

LENGTH OF SPECIAL TERMS. The special terms for a purchase are in effect for the number of monthly billing cycles indicated on the sales slip or until the date indicated on the sales slip or monthly statement. The length of time special terms are in effect is subject to our rights under the paragraph headed "Transfer to Regular Subaccount." If a sales slip does not indicate how long the special terms are in effect, then they are in effect until the special subaccount is paid, subject to our rights under the paragraph headed "Transfer to Regular Subaccount."

TRANSFER TO REGULAR SUBACCOUNT. The unpaid balance of a special subaccount (and the Accumulated Finance Charge, if applicable) will be transferred to your regular subaccount at the end of the special terms but before the minimum payment is figured. We may, at our option, transfer the unpaid balance (and the Accumulated Finance Charge, if applicable) of a special subaccount to your regular subaccount any time your account is in default status as a result of your failure to pay the Total Minimum Payment for your account when due. When the unpaid balance of a special subaccount is transferred to your regular subaccount, the special terms end and will not be reinstated, and the unpaid balance (and Accumulated Finance Charge, if applicable) will be subject to all the terms of your regular subaccount, without modification.

SPECIAL SUBACCOUNTS INTEREST TERMS. A sales slip will indicate that one or more of the following interest terms applies.

NO INTEREST. If a sales slip says there is no interest, it means that there is no finance charge on the special subaccount containing the items sold on that sales slip until the no interest special terms end. You may avoid finance charges on a no interest special subaccount by paying the balance of that special subaccount in full before the no interest special terms end.

NO INTEREST OPTION (SAME AS CASH). If a sales slip says there is a no interest option (same as cash), it means we figure the finance charge (using a method that results in daily compounding of interest) on that special subaccount containing the items sold on that sales slip, but we do not add the finance charge to the balance you must pay to pay the special subaccount in full. Instead, the finance charge is added to the total of the finance charges for the special subaccount for prior months. This amount is called the Accumulated Finance Charge. If the special subaccount is not paid in full before the no interest option (same as cash) special terms end or if your account is in default as a result of your failure to pay the Total Minimum Payment for your account when due, the balance of that subaccount and the Accumulated Finance Charge will be transferred to your regular subaccount. The daily periodic rate used in figuring the finance charge for the special subaccount and the corresponding annual percentage rate are the same as those used for your regular subaccount. We figure the finance charge on a no interest option (same as cash) special subaccount by applying the daily periodic rate to the "average daily balance" of the special subaccount and multiplying the product by the number of days in the current billing cycle. The rate may vary along with the rate for your regular subaccount. We calculate the daily balances for purchases in the special subaccount by starting with the beginning balance of purchases on the first day of the billing cycle. For each day in the billing cycle, we add the amount of all purchases made, plus any applicable fees or charges, and also add a finance charge amount equal to the previous day's purchase balance multiplied by the daily periodic rate applicable to purchases, we subtract the amount of any payments or credits applied to the purchase balance. This gives us the daily balance of purchases. Any daily balance of purchases that is a credit balance will be treated as zero. Then, to calculate your average daily balance each month, we calculate the daily balance of purchases for each day in the billing cycle, add the daily balances together, and divide that total amount by the number of days in the billing cycle. This gives us the "average daily balance." The finance charge on a purchase in a no interest option (same as cash) special subaccount begins on the date the transaction is posted to your account. You may avoid finance charges on a purchase in a no interest option (same as cash) special subaccount by paying that special subaccount in full before the special terms end.

You understand and acknowledge that this method of calculating the finance charge results in daily compounding of interest.

SPECIAL RATE. If a sales slip shows a special rate, it means that the annual percentage rate shown on that sales slip (and the corresponding daily periodic rate equal to the annual percentage rate divided by 365) will be used to figure the finance charge for that special subaccount instead of the daily periodic rate and the annual percentage rate used for your regular subaccount. The balance on which the finance charge is computed will be figured using the same method used for your regular subaccount. Finance charges will accrue from the transaction date until the date we receive payment in full of the total balance for the special subaccount. Finance charges are not imposed on the purchases shown on your current billing statement if you paid the new balance of your special subaccount shown on the previous statement in full by the Payment Due Date (or if the new balance at the end of the previous billing cycle was zero). In addition, if you pay in full the new balance of your special subaccount from your immediately preceding billing statement by the Payment Due Date then you will not be charged any finance charges related to that new balance of the special subaccount from the previous billing statement date to the date payment is received. For any transaction that occurred in a prior billing cycle, but which was not posted until the current billing cycle, we treat the beginning of the current billing cycle as the transaction date. The amount of any unpaid other charges will be included in the calculation of the average daily balance starting on the first day of the billing cycle following the cycle in which the charge posts to your account.

REGULAR RATE. If a sales slip says the rate is the regular rate, it means that the daily periodic rate used in figuring the finance charge for the special subaccount and corresponding annual percentage rate are the same as those used for your regular subaccount, which, if applicable may vary along with the rates for your regular subaccount. The balance on which the finance charge is computed will be figured using the same method used for your regular subaccount. Finance charges will accrue from the transaction date until the date we receive payment in full of the total balance for the special subaccount. Finance charges are not imposed on the purchases shown on your current billing statement if you paid the new balance of your special subaccount shown on the previous statement in full by the Payment Due Date (or if the new balance at the end of the previous billing cycle was zero). In addition, if you pay in full the new balance of your special subaccount from your immediately preceding billing statement by the Payment Due Date then you will not be charged any finance charges related to that new balance of the regular rate special subaccount from the previous billing statement date to the date payment is received. For any transaction that occurred in a prior billing cycle, but which was not posted until the current billing cycle, we treat the beginning of the current billing cycle as the transaction date. The amount of any unpaid other charges will be included in the calculation of the average daily balance starting on the first day of the billing cycle following the cycle in which the charge posts to your account.

SPECIAL SUBACCOUNTS PAYMENT TERMS. A sales slip will indicate that one or more of the following payment terms applies.

NO PAYMENT. If a sales slip says there are no payments, it means there are no monthly payments required for a special subaccount containing an item on that sales slip for the length of time indicated on that sales slip. Monthly payments will be due on the special subaccount when the no payment period ends and a consecutive payment term begins which requires monthly payments, or the unpaid balance of the no payment special subaccount transfers to the regular subaccount, or the unpaid balance of the no payment special subaccount transfers to another special subaccount which requires monthly payments.

PAYMENT IN FULL/'EQUAL PAYMENTS'. If a sales slip says that payment in full or 'equal payments' is required, it means the minimum monthly payment for a special subaccount containing an item listed on that sales slip is the amount required to pay that special subaccount in full, in fixed monthly payments during the length of time indicated on the sales slip. The minimum monthly payment required during the payment in full or 'equal payments' period will be in an amount required to pay the unpaid balance of the special subaccount at the beginning of the first full billing cycle of the payment in full or 'equal payments' period, in full, in fixed monthly payments, rounded to the next higher whole cent. Because of rounding, the final fixed monthly payment could be less than the other fixed payments. If you pay each minimum monthly payment as required for the payment in full or 'equal payments' special subaccount, that special subaccount will be paid in full at the end of the special terms period.

REGULAR PAYMENTS. If a sales slip says that regular payments are required, it means that the minimum monthly payment for the special subaccount containing an item on that sales slip will be figured the same way as your regular subaccount for the length of time indicated on that sales slip.

CUSTOM PAYMENTS. If a sales slip says that the payment terms are custom payments and gives a fraction, or a percent, it means that the minimum payment for the special subaccount is that fraction, or percent, of the highest new balance of the special subaccount, rounded to the nearest dollar. For example, if the sales slip says that the payment terms are "Custom 1/40th", it means that the minimum payment for the special subaccount will be 1/40th of the highest new balance of the special subaccount rounded to the nearest dollar. If the sales slip says that the payment terms are custom payment terms and gives a dollar amount and a time period, it means the minimum payment for the special subaccount will be the dollar amount given for the length of time indicated on the sales slip. For example, if the sales slip says that the payment terms are "6 Mo/Custom \$25.00", it means that for 6 monthly billing cycles the minimum payment for the special subaccount will be \$25.00.

CASH ADVANCE SUBACCOUNT

These terms apply to your Cash Advance subaccount:

CASH ADVANCE SUBACCOUNT MINIMUM PAYMENT. The new balance shown for the Cash Advance subaccount on a statement is the unpaid balance of the Cash Advance subaccount at the end of the billing cycle. The minimum payment for the Cash Advance subaccount is 1/30th of the highest new balance of the Cash Advance subaccount, but at least \$25.00. The minimum payment will be rounded to the nearest dollar. The minimum payment will change only if subsequent Cash Advance subaccount activity increases the new balance to an amount requiring a higher minimum payment.

WHEN FINANCE CHARGE IS IMPOSED - CASH ADVANCES. A finance charge in the form of a cash advance fee will be imposed on each cash advance posted to the Cash Advance subaccount. In addition, a finance charge figured by applying the daily periodic rate will be imposed on cash advances from the day they are posted to the Cash Advance subaccount until the day they are paid in full. There is no time period within which to pay to avoid these finance charges.

STANDARD PERIODIC RATE. The daily standard periodic rate used to figure the finance charge for the Cash Advance subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The minimum daily standard periodic rate that can apply is 0.06547% (**ANNUAL PERCENTAGE RATE 23.90%**). There is no maximum daily standard periodic rate that can apply. The prime rate we use is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The daily standard periodic rate will increase if the prime rate increases and decrease if the prime rate decreases until it reaches the minimum daily standard periodic rate. An increase in the daily standard periodic rate may increase the total amount of finance charges you pay on your Cash Advance subaccount. An increase in the daily standard periodic rate may increase the amount of the minimum monthly payment of the Cash Advance subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The daily standard periodic rate for a billing cycle is figured by adding 19.90 percentage points to the prime rate for that billing cycle and dividing the sum by 365. As of July 1, 2009, the daily standard periodic rate was 0.06547% (**ANNUAL PERCENTAGE RATE 23.90%**).

DEFAULT PERIODIC RATE. If at any time you fail to pay the Total Minimum Payment for your account when due for two consecutive billing cycles, your Cash Advance subaccount may be subject to the daily default periodic rate. If this condition occurs, the daily default periodic rate may be applied to all transactions and balances. The daily default periodic rate will be applied effective on the first day of the billing cycle after which the Total Minimum Payment was not received when due for two consecutive billing cycles. The daily default periodic rate used to figure the finance charge for the Cash Advance subaccount will be a variable rate, subject to quarterly changes, and based on the prime rate. The minimum daily default periodic rate that can apply is 0.07643% (**ANNUAL PERCENTAGE RATE 27.90%**). There is no maximum daily default periodic rate that can apply. The prime rate we use is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The daily default periodic rate will increase if the prime rate increases and decrease if the prime rate decreases until it reaches the minimum daily default periodic rate. An increase in the daily default periodic rate may increase the total amount of finance charges you pay on your Cash Advance subaccount. An increase in the daily default periodic rate may increase the amount of the minimum monthly payment of the Cash Advance subaccount. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. The daily default periodic rate for a billing cycle is figured by adding 23.90 percentage points to the prime rate for that billing cycle and dividing the sum by 365. As of July 1, 2009, the daily default periodic rate was 0.07643% (**ANNUAL PERCENTAGE RATE 27.90%**). If your Cash Advance subaccount is subject to the daily default periodic rate, you will qualify for reinstatement of the daily standard periodic rate if you pay each of the Total Minimum Payments due on your billing statements by their respective Payment Due Dates for six consecutive billing cycles. If you satisfy this condition, the daily standard periodic rate for the Cash Advance subaccount (as applicable) will then apply to new transactions billed to your Cash Advance subaccount and to any existing balances in your Cash Advance subaccount that had been under the daily default periodic rate, effective on the first day of the billing cycle in which the Total Minimum Payment is received by the Payment Due Date for the sixth consecutive billing cycle. Your Cash Advance subaccount may be subject to the daily default periodic rate even if your account is closed.

CASH ADVANCE FEE. You agree to pay a cash advance fee to your account for each cash advance you obtain. The cash advance fee is an additional **FINANCE CHARGE**, which will be applied to your Cash Advance subaccount when the cash advance is posted. The amount of the cash advance fee will be 4% of the amount of the cash advance, but not less than \$10.00 for any single cash advance. We may waive cash advance fees for certain cash advances for a specified period of time. This means that you will not be charged for cash advance fees on those cash advances during the special terms period.

FINANCE CHARGE. The total finance charge for your Cash Advance subaccount for a billing cycle will be made up of any cash advance fee imposed during the billing cycle, plus the amount obtained by applying the daily periodic rate for the current billing cycle to the average daily balance of cash advances and multiplying the product by the number of days in the current billing cycle.

AVERAGE DAILY BALANCE OF CASH ADVANCES. We calculate the daily balances for cash advances by starting with the beginning balance of cash advances on the first day of the billing cycle. For each day in the billing cycle, we add the amount of all new cash advances made, plus any applicable fees or charges, and also add a finance charge amount equal to the previous day's cash advance balance multiplied by the daily periodic rate applicable to cash advances, we subtract the amount of any payments or credits applied to the cash advance balance. This gives us the daily balance of cash advances. Any daily balance of cash advances that is a credit balance will be treated as zero. Then, to calculate your average daily balance each month, we calculate the daily balance of cash advances for each day in the billing cycle, add the daily balances together, and divide that total amount by the number of days in the billing cycle. This gives us the "average daily balance."

You understand and acknowledge that this method of calculating the finance charge results in daily compounding of interest.

NOTICES:

The information about the cost of the card described in the credit card account agreement is accurate as of July 2009. This information may have changed after that date. To find out what may have changed, call us at 1-866-350-2690.

IN CA: A married applicant may apply for a separate account. After credit approval, each applicant will have the right to use this account to the extent of any limit set by us, and may be liable for all amounts extended under this account to any joint applicant.

IN NY: A consumer report may be requested in connection with this application or any update, renewal or extension of any credit granted as a result of this application. You will be informed upon request whether a report was requested and the name and address of the consumer reporting agency that furnished the report.

IN OH: 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.

IN WI: No provision of a marital property agreement (including a Statutory Individual Property Agreement pursuant to Sec. 766.587, Wis. Stat.), unilateral statement classifying income from separate property under Sec. 766.59, or court decree under Sec. 766.70 adversely affects the creditor unless the creditor is furnished with a copy of the document prior to the credit transaction or has actual knowledge of its adverse provisions at the time the obligation is incurred. Married Wisconsin residents applying for an individual account or for a joint account with a person who is not their spouse must give us the name and address of their spouse regardless of whether the spouse may use the card. Please provide us with your spouse's name and address within 14 days of account opening at the following address: Wisconsin Spousal Notice, Mac F4030-041, 800 Walnut Street, Des Moines, Iowa 50309.

NOTICE TO THE BUYER:

- 1. Do not sign this credit agreement before you read it or if it contains any blank space.**
- 2. You are entitled to a completely filled in copy of this credit agreement.**
- 3. You may at any time pay your total indebtedness.**

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 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 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 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.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department 1-877-BANK-NYS (1-877-226-5697)

ANNUAL PERCENTAGE RATE (APR) FOR PURCHASES	23.90%
OTHER APRs	Cash Advance subaccount Standard APR: 23.90% <u>Default APRs:</u> Regular subaccount Default APR: 27.90% Cash Advance subaccount Default APR: 27.90% See explanation below.*
VARIABLE RATE INFORMATION	Your APRs may vary. The Standard APR for your Regular subaccount, the Standard APR for your Cash Advance subaccount, the Default APR for your Regular subaccount and the Default APR for your Cash Advance subaccount are determined by adding percentage points to the prime rate. See explanation below.**
GRACE PERIOD FOR REPAYMENT OF BALANCES FOR PURCHASES	You have between 22 and 25 days inclusive after the billing date to repay your balance before a finance charge is imposed if the previous balance was zero or if the previous balance was paid in full by the Payment Due Date on the previous statement. No grace period on cash advances.
METHOD OF COMPUTING THE BALANCE FOR PURCHASES	Average Daily Balance (including new purchases)
LATE PAYMENT FEE	If New Balance disclosed on monthly statement is: late payment fee is: \$250.00 or less \$20.00 \$250.01 to \$500.00, inclusive \$29.00 greater than \$500.00 \$39.00
OVER LIMIT FEE	\$35.00
CASH ADVANCE FEE	4% of each Cash Advance with a minimum of \$10.00
ANNUAL FEE	None
MINIMUM FINANCE CHARGE	None

Returned Payment Fee -- \$39.00

Convenience Payment Fee -- \$10.00 per payment

*If at any time you fail to pay the Total Minimum Payment for your account when due for two consecutive billing cycles, your regular subaccount and your Cash Advance subaccount may be subject to the Default APRs.

** Variable Rate: The APR is based on the prime rate, and changes quarterly. The prime rate is the highest prime rate published in the Money Rates section of *The Wall Street Journal* on the first business day of the month preceding the month of the rate change date. If the prime rate is no longer published or is otherwise unavailable, we may select a comparable rate. The rate change date for each quarter is the first day of the first billing cycle beginning on or after January 1, April 1, July 1, and October 1. For the regular subaccount, the Standard APR is the prime rate plus 19.90 percentage points, with a minimum Standard APR of 23.90%. For the Cash Advance subaccount, the Standard APR is the prime rate plus 19.90 percentage points, with a minimum Standard APR of 23.90%. For the regular subaccount, the Default APR is the prime rate plus 23.90 percentage points, with a minimum Default APR of 27.90%. For the Cash Advance subaccount, the Default APR is the prime rate plus 23.90 percentage points, with a minimum Default APR of 27.90%.

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is between Wells Fargo Financial National Bank (collectively "Us" or "We" or "Our"), including our assignees, agents, employees, officers, directors, shareholders, parent companies, subsidiaries, affiliates, predecessors and successors, and the Borrower ("You" or "Your").

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 Credit Card Account 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 findings 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 Credit Card Account 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 up to a maximum of \$125. The American Arbitration Association may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fees. We agree to pay for any part of the filing fee and any deposit required under the Rules in excess of \$125. We also agree to pay 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 Credit Card Account Agreement (or applicable law) provides otherwise.

(6) CALIFORNIA RESIDENTS ONLY: In the event that Borrower is a California resident, this Arbitration Agreement shall apply only to disputes in which the Borrower seeks to recover for himself or herself an amount of money, not including attorney fees and costs, that exceeds the jurisdictional dollar limit of the Small Claims Court.

(7) 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 PARAGRAPHS 3, 6 OR 7(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 RIGHTS, INCLUDING YOUR RIGHT TO PURSUE A CLAIM IN COURT AND YOUR RIGHT TO HAVE A JURY TRIAL.