

This document, your signed credit application, and the sales slip set forth the terms of the Agreement between Wilson-Bates, the Applicant for revolving credit ("Customer"), and any Co-Applicant ("cosigner") signing the Credit Application for Revolving Credit ("Application") with Wilson-Bates. Upon approval of Wilson-Bates and issuance of Preferred Customer identification by Wilson-Bates this Agreement shall be in full force and effect. Final Approval of any credit rests with the main office: for IDAHO Wilson-Bates 702 Main Ave N, Twin Falls, Idaho 83301; NEVADA Wilson-Bates 349 Aultman, Ely, NV 89301, within seven (7) days.

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT  
FOR WILSON-BATES REVOLVING CHARGE ACCOUNTS**

This Disclosure Statement is given by Wilson-Bates in compliance with the Federal Truth-In-Lending Act.

Truth In Lending Disclosure							
Annual Percentage rate	Monthly Periodic Rate	Grace Period for Repayment of the Balance for Purchases	Method of Computing Finance Charges	Annual Fee	Minimum Finance Charge	Late Payment Fee	Over Credit Limit Fee
Fixed 19.5%	1.625%	26 Days	Average Daily Balance Method	None	\$1.00	\$8.00 or 5% whichever is Greater	None

You may elect to pay off your new purchases by the due date on your statement without incurring an interest charge, or finance the purchases with low monthly payments. Payments will be determined at the time of sale based on the financing plan you have chosen. The "Interest Charge" on your Revolving Plan for each monthly billing cycle is determined by multiplying your Plans "Average Daily Balance" (including current transactions) for the billing cycle, by the monthly periodic rate of 1.625%, which corresponds to an ANNUAL PERCENTAGE RATE OF 19.5%. The minimum monthly payment is established by the payment schedule as described in this disclosure and does not decrease as the principle account balance decreases, but remains constant until the account is paid in full. In the event of additional purchases made before the account is fully paid, the resulting balance from such purchases shall be added to the then existing balance and the minimum monthly payments for the succeeding months will be set according to the new balance attained.

To get the "Average Daily Balance," we take the beginning balance of your plan each day, add any new purchases, late charges, insurance premiums, and subtract any payments or credits, and unpaid interest charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

An interest charge will not be added to your plan during the current billing cycle if you pay the entire "New Balance" shown on your billing statement within 26 days of the "Closing Date." The "Closing Date" is shown on each billing statement.

**TREATMENT OF PAYMENTS.** When your payment is received by Wilson-Bates, it will be applied first to the oldest unpaid payment in the following order: (1) to interest charge, (2) to insurance premium, (3) to late charge, (4) to principal. The remainder, if any, will be applied to the next oldest payment (in the order described above), until all unpaid payments have been paid. Any additional will be applied to the principle balance of your account as a single payment for that billing period and not as a future payment. Wilson-Bates may accept partial payments, or any payment marked with any restrictive endorsement (such as "paid in full" or "settlement") without giving affect to the restrictive endorsement and without losing, waiving, or impairing any of Wilson-Bates' rights under this agreement or under applicable law. When your account is credited for reasons other than a payment, it will be applied to the balance of your account against which the monthly periodic rate is applied.

**DELINQUENCY. YOU ARE HEREBY NOTIFIED THAT SHOULD YOUR ACCOUNT BECOME DELINQUENT, A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORDS MAY BE SUBMITTED TO CREDIT REPORTING AGENCIES DUE TO YOUR FAILURE TO FULFILL THE TERMS OF YOUR CREDIT.**

**EXTENSION OF CREDIT.** The Customer may use the revolving credit account to purchase goods from any Wilson-Bates Store located in Idaho, up to the credit limit established by Wilson-Bates for the account. Wilson-Bates reserves the right to determine the total amount of credit that will be extended to the Customer at the time of each transaction. Presentation of the card by the Customer shall be deemed a request for additional credit. Possession of a Wilson-Bates Preferred Customer card shall not automatically entitle the Customer to make credit purchases even if the new purchase, when added to the current balance on the account, would be less than the previous high balance on the account. All customer account cards issued on the account remain the property of Wilson-Bates and shall be surrendered to Wilson-Bates immediately upon request.

**LIABILITY.** If credit is granted, I (Applicant, Joint or Co-Signer) agree that my liability for any purchases made under this Agreement is joint and several, meaning that I am responsible for the entire balance of the account, whether incurred by myself, any other applicant, or authorized user. I also agree that any notice from Wilson-Bates to one, whether verbal or written, will serve as notice to all signers.

**PROMISE TO PAY.** I (Applicant, Joint or Co-Signer) will timely pay all amounts billed to me under the terms of the Disclosure Statement including all finance charges, late charges, insurance premiums, and other costs. Wilson-Bates agrees to mail a monthly bill statement to the most recent billing address on file for each month a balance is outstanding. Non-receipt of the billing statement shall not be deemed "cause" to withhold payment on the balance owing. Any purchase I make on credit evidenced by sales slip, memorandum, invoice or similar document, will be deemed to have been made under the terms and conditions of the Agreement.

**SECURITY AGREEMENT.** Wilson-Bates retains a purchase money security interest under the Uniform Commercial Code in all goods purchased by customer on credit under this Agreement until paid for in full as provided by Idaho Code 28-43-301,2,3,4. Nevada Code 15-3344-0829 and 851-0829. Until the entire purchase price together with applicable charges shall have been fully paid for goods purchased under this agreement, I will not sell the goods to a third party or pledge the goods as collateral to another lender.

**RETURNED CHECK CHARGE.** If any check presented to Wilson-Bates as payment on the account is returned unpaid by the Customer's bank, Wilson-Bates will charge a return check charge of \$15 for each occurrence. The return check charge will be added to the balance of the Customers account.

**OTHER OBLIGATIONS OF THE CUSTOMER.** If the goods are purchased for primarily personal, family, or household purposes, Customer will immediately advise Wilson-Bates in writing of any change in Customer's residence. If the goods are purchased for business purposes, Customer will immediately advise Wilson-Bates in writing of any change in place of business, or the opening of any new place of business and of any change in the location of the goods. Customer will keep the goods in good condition and will not use the goods illegally or dispose of or encumber them. Customer will not remove the goods from the State where they are located without prior written consent of Wilson-Bates and will not permit the goods to become fixtures or to become accessions to goods.

**DEFAULT.** The occurrence of any of the following shall constitute a default (1) failure of Customer to perform any of his obligations; (2) the death or disability of Customer or any Co-Signer; (3) condemnation or forfeiture action against the goods; (4) any warranty or statement of Customer proving to be materially incorrect; (5) any loss not covered by insurance purchased herein. In the event of default, Wilson-Bates at Wilson-Bates' option, shall have the right to (a) declare all unpaid sums immediately due; (b) enter any premises and take possession of the goods; and (c) exercise any or all right on default of a secured party under the Uniform Commercial Code. Any notice of sale, disposition, or other intended action by Wilson-Bates, sent to the Customer at the address shown above, or such other address of the Customer as may from time to time be shown on Wilson-Bates records at least five days prior to such action, shall constitute reasonable notice to the Customer. Customer will pay Wilson-Bates' court costs and attorney's fees and any deficiency that remain after exercise of Wilson-Bates' rights and Customer will be entitled to any surplus. Wilson-Bates rights are cumulative and no waiver of any default shall affect any later default.

**FINANCE CHARGE.** The monthly periodic rate used to calculate the finance charge on the account varies with the financing plan you have chosen, which can be:

<u>Plan and Payout</u>	<u>Minimum Payment</u>	<u>Rate</u>	
N30	1 month	All	0%
N90	3 months	1/3 Bal	0%
R6	6 months	\$25	19.5%
R9	9 months	\$25	19.5%
R12	12 months	\$25	19.5%
R18	18 months	\$40	19.5%
R24	24 months	\$40	19.5%
R30	30 months	\$50	19.5%
R36	36 months	\$50	19.5%

The finance charge on your account is calculated by applying the periodic rate to the "average daily balance" of your account (including current transactions). Your minimum monthly payment established by the payment schedule does not decrease as the principle account balance decreases, but remains constant until the account is paid in full. In the event of additional purchases made before the account is fully paid, the resulting balance from such purchases shall be added to the then existing balance, and the minimum monthly payments for the succeeding months will then be set according to the new balance attained.

**PAYMENT PROTECTION.** If you are applying for the credit insurance described herein, you are authorizing Wilson-Bates to add the charges for insurance to your account each month as they become due. It is noted that on your statement as "Pay Pro". If customer elected to purchase insurance on the application, such insurance will automatically be provided with every purchase, and the charge therefore added to the account monthly, until (1) cancelled in writing by Customer; (2) coverage terminates according to the policy; (3) notice of cancellation is given by the insurance company; or (4) coverage is automatically cancelled when the account becomes delinquent.

## **SUMMARY OF COVERAGE AND CHARGES**

**IMPORTANT INFORMATION ON CREDIT PROTECTION LIMITATIONS, EXCLUSIONS, COSTS:** Upon acceptance of your enrollment, you will receive your certificates and/or policies indicating your effective date. Eligibility, restrictions and exclusions vary by coverage and state. Read your certificates and/or policies carefully for full details. If you have other insurance that covers the same risks as described, you may not need or want to purchase this insurance. This credit insurance is optional. You are not required to purchase the insurance to obtain credit. You are free to cancel anytime. Premium rates are subject to change. Rates disclosed are accurate as of the printing date of this disclosure. The underwriters referenced below reserve the right to modify the terms and conditions of the insurance certificates and/or policies upon written notice and subject to state regulations.

**COVERAGE IS AVAILABLE IN: ID**

**LIFE, DISABILITY AND UNEMPLOYMENT COVERAGES APPLY ONLY TO THE PERSON WHO SIGNS FOR THE COVERAGE.**

**LIFE BENEFITS:** If you die, Credit Protection will pay to the Creditor the outstanding balance as of the date of death, up to the master policy maximum of \$10,000. Suicide is excluded.

**DISABILITY BENEFITS:** If you become totally disabled, Credit Protection will pay to the Creditor your minimum monthly payment on your account on the date of loss. Benefits begin after 14 consecutive days of disability and are retroactive to the first day of loss. Benefits will continue until your balance on the date of loss is paid off, you return to work, you are no longer disabled, or you reach the master policy maximum of \$10,000, whichever occurs first. Disability benefits are not payable for intentionally self-inflicted injuries.

**UNEMPLOYMENT BENEFITS:** If you become involuntarily unemployed, Credit Protection will pay to the Creditor your scheduled minimum monthly payment due on your account as of the date of loss, until your balance is paid off, you return to work or you reach the master policy maximum of \$10,000, whichever occurs first. Benefits begin after 14 consecutive days of unemployment and are retroactive to the first day of loss. Unemployment excludes discharge for cause.

**PROPERTY BENEFITS:** If merchandise purchased on your account is damaged or destroyed by fire, flood, theft, or from other perils mentioned in your certificate, the insurance will pay to the Creditor the cost of repairing or replacing your merchandise. Coverage will not be provided against loss or damage caused by the insured's neglect to protect property during and after any covered loss to the extent of the insured's neglect or to antiques or any unique articles. We do not insure the antiquity, uniqueness, aesthetic or sentimental value of such articles.

**This coverage might duplicate existing coverages if you have a residential property insurance policy. It applies to any item of covered property on which you owe a debt. This coverage is primary, so it is the first source to be used in the event of a loss on property it covers. You may cancel this coverage at any time by writing to the creditor, Wilson-Bates.**

**The premium charges for this coverage is based on your entire outstanding balance, but the coverage only applies to tangible personal property purchased on an open-end credit account. Services, meals or other consumables, entertainment, finance or service fees, loan interest, delivery charges, or other insurance premiums, which may be part of your outstanding balance, are not covered. Therefore, you may be paying premiums on items not covered under your policy/certificate.**

**GENERAL PROVISIONS:** Maximum entry age is 70 and coverage terminates at age 71.

The monthly premium charged to your account will be \$1.368 in ID per \$100 of your outstanding balance. The cost of credit insurance will be financed at the rate specified in your agreement with the creditor.

Coverage is underwritten by American Bankers Life Assurance Company of Florida (ABLAC) and American Reliable Insurance Company (ARIC) 11222 Quail Roost Drive, Miami, Florida 33157-6596. The creditor has a financial interest in the sale of this insurance.

Coverages are only available as a package. If you cancel within 30 days of receiving your certificates and/or policies, we will refund your premium. Insurance and cost disclosures are accurate as of the printing date.

**This insurance product is not a deposit, nor is it insured or guaranteed by the FDIC, (Bank Name) or any Federal Government Agency. We may not condition your extension of credit on either: your purchase of an insurance product from us or our affiliates, your agreement not to obtain insurance from an unaffiliated entity, or a prohibition on your obtaining insurance from an unaffiliated entity.**

**OUR PRIVACY POLICY.** Preserving trust is a core value. We recognize that you expect us to protect the information you provide us and use it responsibly. We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms you complete, such as your employment information, assets, and other such information;
- Information about your transactions with us, our affiliates, or others, such as your payment history or your account balances;
- Information we receive from a consumer reporting agency, such as the number of open credit accounts you have or information on delinquent credit accounts;
- Information we receive from other parties, such as work history obtained from an employer.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We have security practices and procedures in place to prevent unauthorized access to your information. Our practices of safeguarding your information help protect against the criminal use of your information. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

# CREDIT APPLICATION AND SECURITY AGREEMENT FOR REVOLVING CREDIT



- NEW INDIVIDUAL ACCOUNT
- NEW JOINT ACCOUNT (both parties must sign)
- UPDATE EXISTING ACCOUNT

FOR OFFICE USE ONLY
Account No.
Credit Limit
Approved By
I.D. Verified

APPLICANT INFORMATION		
<i>Please Print Clearly &amp; Complete All Blanks And Sign Application</i>		
<input type="checkbox"/> Single <input type="checkbox"/> Married (Please Complete Co-Applicant) ➔		
PERSONAL INFORMATION		
Name (First, M.I., Last)		
Social Security No.	Date of Birth	# of Dependents
Physical Address		Home Phone
City, State, Zip		How Long Yrs.          Mos.
<b>Mailing Address If Different From Above</b>	Mailing Address	
	City, State, Zip	
	Email Address	
<input type="checkbox"/> Rent <input type="checkbox"/> Owns/Buying	<input type="checkbox"/> Board Landlord / Mortgage	
Monthly Rent Or Mortgage \$ _____	Applicant Has <input type="checkbox"/> Checking <input type="checkbox"/> Saving	Has Applicant Ever Declared Bankruptcy? _____ ( If Yes - Date) <input type="checkbox"/> No <input type="checkbox"/> Yes
Previous Address If Less Than 2 Years		
Are You A U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No      If No, What Is Your Status?		
EMPLOYMENT		
Current Employer		Work Phone
Position	Hire Date	Salary \$ _____ Per _____
Additional Income		
Previous Employer		Phone
APPLICANT REFERENCES		
Closest Relative (Parents)		Relation
Address		Phone
Relative / Friend		Relation
Address		Phone
CREDIT REFERENCE		
Credit Reference		Phone

CO-APPLICANT INFORMATION		
<input type="checkbox"/> Joint Application <i>Please Print Clearly &amp; Complete All Blanks And Sign Application</i>		
<input type="checkbox"/> Co-Signer		
PERSONAL INFORMATION		
Name (First, M.I., Last)		
Social Security No.	Date of Birth	# of Dependents
Physical Address		Home Phone
City, State, Zip		How Long Yrs.          Mos.
<b>Mailing Address If Different From Above</b>	Mailing Address	
	City, State, Zip	
	Email Address	
<input type="checkbox"/> Rent <input type="checkbox"/> Owns/Buying	<input type="checkbox"/> Board Landlord / Mortgage	
Monthly Rent Or Mortgage \$ _____	Co-Applicant Has <input type="checkbox"/> Checking <input type="checkbox"/> Saving	Has Co-Applicant Ever Declared Bankruptcy? _____ ( If Yes - Date) <input type="checkbox"/> No <input type="checkbox"/> Yes
Previous Address If Less Than 2 Years		
Are You A U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No      If No, What Is Your Status?		
EMPLOYMENT		
Current Employer		Work Phone
Position	Hire Date	Salary \$ _____ Per _____
Additional Income		
Previous Employer		Phone
CO-APPLICANT REFERENCES		
Closest Relative (Parents)		Relation
Address		Phone
Relative / Friend		Relation
Address		Phone
CREDIT REFERENCE		
Credit Reference		Phone

By electing optional Credit Protection insurance, I acknowledge that: I do not need to purchase this insurance to get credit and I can get similar coverage [including property coverage (if included)] from any insurer I choose. Credit Protection includes e.g., credit life, disability, involuntary unemployment, and/or property to the extent available in my state as described in the Summary of Coverage and Charges\*. I read and I meet the age and/or employment eligibility requirements shown in the Summary of Coverage and Charges\*. Monthly premium charges are based on the account balance and the rate shown. I will receive notice of any rate increase. I may cancel anytime.

\* Please see the Summary of Coverage and Charges section attached.

Yes, please enroll me in Credit Protection credit insurance      Signature X \_\_\_\_\_      Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_      Date \_\_\_\_/\_\_\_\_/\_\_\_\_

No, do not enroll me in Credit Protection credit insurance      Signature X \_\_\_\_\_      Date \_\_\_\_/\_\_\_\_/\_\_\_\_

N1990-0299

Rev. 02/10

All of the information furnished on this application is, to the best of your knowledge, complete and accurate. By signing this application, I authorize my current and past employers to release employment records. We may check any of the information from whatever source we choose. By completing and signing this application; you request a Card issued by us which will allow you to make purchases under this Account. By signing, using, or permitting others to use the Credit Card; you agree to the terms and conditions of this Agreement. Terms stated on both sides of the Agreement are incorporated herein by reference. I have read and received a copy of my Agreement before making any purchase under this Account. Terms are attached.

Applicant's  
Signature: \_\_\_\_\_

Co-Applicant's  
Signature: \_\_\_\_\_