

## Guardian Finance Fee & Term Information

Annual Percentage Rate (APR) for Purchases	21.9%
Grace Period for Repayment of Balances For purchases	You have no grace period in which to repay your balance before a finance charge on purchases will be imposed
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases)
Annual Fee	None
Minimum Finance Charge	\$.50 (unless purchase Average Daily Balance is zero)
Transaction Fee for Purchases	None
Other Fees	Late Payment Fee \$15.00 Return Check Fee \$10.00

Credit terms are accurate as of April 22, 2010 and subject to change at any time without prior notice. Applicant should contact Guardian Finance Company at (937) 434-2773 or at 435 Miamisburg Centerville Road, Dayton, OH, 45459.

### Guardian Finance Cardholder Agreement And Disclosure Statement

THIS AGREEMENT and Disclosure Statement contains the terms and disclosures that apply to my Guardian Finance Revolving Credit Card Account ("Account") with Guardian Finance Company. The words "I", "me", and "my" which also mean "we", "us" and "our", if more that one customer, mean the person or persons who se or authorize the use of the credit card or sign an application for a credit card. the words "you", "your" and "yours" means the Guardian Finance Company.

1. How to Use this Account. I can purchase goods ("Purchases") from MacTown up to my maximum credit limit by presenting my Guardian Finance revolving credit card account ("Card") and signing a sales slip for the amount of the purchase. The amount of each purchase will be charged to my account.
2. Maximum Credit Limit. You will provide me with notice of my maximum credit limit, and I agree that you may charge my limit at any time. I agree never to use my card when the use will exceed my maximum credit limit. I also agree that you are not obligated to extend to me credit for an amount that would make my outstanding balance exceed my maximum credit limit. I will pay any amount, which exceeds my maximum credit limit upon demand. If I make a written request for an increase in my maximum credit limit, or at any other time, you may re-evaluate my financial condition including obtaining a current credit bureau report and/or asking me for current financial information. Based on such a review, you may immediately increase, reduce or even revoke my account without prior written notice.
3. Monthly Statement. If I have an outstanding debit or credit balance of one dollar (\$1.00) or more, or if there is any finance charge imposed during a billing cycle, you will send me a statement. I agree to pay you for al purchases, fees and charges, if any, and finance charges on my account, all payable in United States dollars. Payment checks must be drawn on a financial institution or other entity domiciled in the United States.
4. Finance Charge on My Account Balance
  1. Finance charge computed on a monthly periodic rate will be imposed and will begin to accrue on the transaction date of the purchase and will be imposed until I have paid any outstanding balance in full.
  2. The finance charge will be figured by applying the monthly periodic rate (MPR) to the average daily balance of purchases (unless an interest rate adjustment rate event occurs). The MPR and Annual Percentage Rate (APR) to be used is as follows: **APR: 21.90% MPR: 1.825%**
  3. To get the total average daily balance on my account, you take the beginning balance of my account each day, add any new purchases, unpaid finance charges, current late payment fees, annual fee and other fees, and subtract any payments or credits. (Total AVG Balance = Daily Beginning Balance + (New Purchases + Unpaid Finance Charges + Current Late Payment Fees + Annual Fee + Other Fees) - (Payments + Credits). This is the computation for my daily balance. Then you add up all the daily

balances for the billing cycle and divide their total by the number of days in the billing cycle. This gives you the average daily balance.

5. Special Payment Plans. In addition to "Purchases" that accrue finance charges and require Minimum Monthly Payment, the following special payment plans ("Plans") for purchases may be offered from time to time only as specified on the Guardian sales slips:
  1. Same as cash - Finance Charges will accrue on the purchase from the date of purchase and Minimum Monthly Payments will be due on the Special Payment Plan balance each cycle; however, if you pay the cash sale price of the purchase by the last day of the promotion period as indicated on your monthly statement, all accrued finance charges will be waived and not added to your account.
6. Minimum Monthly Payment. I agree to pay either the entire outstanding balance ("New Balance") indicated on my monthly statement or in monthly payments as follows: Greater of 3% of New Balance or \$10.00.
7. Security Interest. A purchase money security interest is taken in the property being purchased with the card.
8. Fees
  1. Late Payment Fee: My Minimum Payment Due will be passed due if it is not received by you on or before the Payment Due Date shown on each monthly statement. A monthly fee of \$15.00 will be charged to my Account, if at least the Minimum Payment Due, including unpaid payments, is not received by You within 10 days after the Payment Due Date.
  2. Return Check Fee. If I make a payment by check and a check is returned unpaid for any reason, my account will be charged \$10.00 for each returned check.
9. Application of Payments. You will determine the method of applying payments and credits to my Account.
10. Events of Default. I will be in default under this agreement if any of the following events occurs:
  1. If I fail to comply with the minimum payment or any other terms or conditions of this agreement or on any other obligations I have or will have with Guardian Finance Company;
  2. If I should die or become insolvent;
  3. If a petition should be filed or other proceedings should be started under the Federal Bankruptcy Code by or against me;
  4. If a receiver should be appointed or a writ or order of attachment, levy or garnishment should be issued against me or any of my property, assets or income, or
  5. If you should consider yourself unsafe or not completely secure.
11. Entire Balance Due. If I am in default, as defined above, you may require that I immediately pay the entire outstanding balance with interest due on this account. I also agree that your obligation for further credit extensions shall immediately end. If you demand full payment of the outstanding balance and I fail to immediately make payment, I agree to pay all collection costs and expenses.
12. Ownership of Card. Any Card or other credit instrument which you supply to me is your property and must be returned to you immediately upon demand or upon notice of cancellation of my card. I agree to notify you promptly of the loss, theft or unauthorized use of my Card. I agree you may terminate, limit or modify my right to use my Card at any time without notice to me.
13. Transfer of Account. I cannot transfer or assign my Account to any other person or entity.
14. Changes of Address. I will advise you immediately if I change my mailing address. All written notices and statements from you to me will be considered given when placed in the United States mail, posted paid, and addressed to me at my current address as it appears on your records.
15. Irregular Payments. You may accept late payments and/or partial payments or checks, drafts or money orders marked "Payment in Full", without losing any of your rights under this agreement to collect the entire outstanding balance presently owed on my account.
16. Amendments. You may change any part of this Agreement at any time, as long as you give me advance written notice as required by law. Any change in terms will apply to me outstanding balance existing as of the effective date as well as to all charges made after that date.
17. Cancellation of Account. I may cancel my account at any time for any reason by returning to you my card, along with a letter requesting that you cancel my account. You also may cancel this agreement at any time for any reason. However, my obligation under this agreement and any changes made under it prior to cancellation will continue to apply until I have paid you all the money I owe on the account.
18. Other Provisions. Each of us who signed the Application or used the Account are individually and jointly and severally obligated for all payments due under this Agreement. The Account has been applied for, considered, approved and issued in the State of Ohio and all extensions of credit are being made from the State of Ohio. I agree that this Agreement shall be governed by and interpreted under Ohio and Federal law. If any part of this Agreement is not valid, all other parts will remain enforceable.
19. Liability for Unauthorized Use. I may be liable for the unauthorized use of my Card if used to access this Account. I will not be liable for any unauthorized use that occurs after I notify Guardian Finance Company, (614) 527-8710,

orally or in writing, of the loss, theft or possible unauthorized use. In any case, my liability will not exceed \$50.00. I may report a lost or stolen card by calling Guardian Finance Company at 435 Miamisburg Centerville Road, Dayton, OH, 45459.

**Earl Osbourne, President & CEO  
Guardian Finance Company**

## **KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about my rights and your responsibilities under the Fair Credit Billing Act.

**I Should Notify You in Case of Errors or Questions About My Monthly Statement.**

If I think my monthly statement is wrong, or if I need more information about a transaction on my monthly statement, I should write you on a separate sheet at the address listed on my monthly statement. I should write you as soon as possible. You must hear from me no later than 60 days after you sent me the first statement on which the error or problem appeared. I can telephone you, but doing so will not preserve my rights. I must give you the following information:

- My full name and account number
- The dollar amount of the suspected error
- I must describe the error and explain, if I can, why I believe there is an error. If you need more information, describe the item you are not sure about.

If I have authorized you to pay my credit card statement automatically from my checking account, I can stop payment on any amount I think is wrong. To stop the payment, my letter must reach you three business days before the automatic payment is scheduled to occur.

**My Rights and Your Responsibilities After You Receive My Written Notice.**

You must acknowledge my letter within 30 days, unless you have corrected the error by then. Within 90 days, you must either correct the error or explain why you believe the monthly statement was correct.

After you receive my letter, you cannot try to collect any amount I question, or report me as delinquent. you can continue to bill me for the amount I question, including finance charges, and you can apply any unpaid amount against my maximum credit limit. I do not have to pay any questioned amount while you are investigating, but I am still obligated to pay the parts of my monthly statement that are not in question.

If you find that you made a mistake on my monthly statement, I will not have to pay any finance charges related to any questioned amount. If you didn't make a mistake, I may have to pay finance charges, and I will have to make up any missed payments on the questioned amount. In either case, you will send me a statement of the amount I owe and the date it is due.

If I fail to pay the amount that you think I owe, you may report me as delinquent. However, if your explanation does not satisfy me and I write you to within 10 days telling you that I still refuse to pay, you must tell anyone you report me to that I have a question about my monthly statement. And, you must tell me the name of anyone you reported me to. You must tell anyone you report me to that the matter has been settled between us when it finally is.

If you don't follow these rules, you can't collect the first \$50 of the questioned amount, even if my monthly statement was correct.

**Special Rule for Credit Card Purchases**

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

1. I must have made the purchase in my home state or, if not within my home state, within 100 miles of my current mailing address; and
2. The purchase price must have been more than \$50.

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

**Ohio 6-09**