

United States Bankruptcy Court
US BANKRUPTCY COURT

PROOF OF CLAIM

In re (Name of Debtor)
CLYDE V HALE

Case Number
9942056-13

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. sec. 503.

TW

Name of Creditor
(the person or entity to whom the debtor owes money or property)
ASSOCIATES CAPITAL BANK

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name and Address Where Notices Should Be Sent
Associates Capital Bank
P.O. Box 9039
Des Moines, IA 50368-9039
Telephone Number: (800) 482-6130

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER WHICH CREDITOR IDENTIFIES DEBTOR:
021100026118968

Check here if this claim replaces a previously filed claim., dated: amends

1. BASIS FOR CLAIM

Goods sold
 Services performed
 Money loaned
 Personal injury/wrongful death
 Taxes
 Other (Describe briefly)
Cash Advances, Drafts and Sales Drafts Representing Cash Advanced to Debtors, Purchases of Goods and Wares

Retiree benefits as defined in 11 U.S.C. sec.1114(a)
 Wages, salaries and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed \$ _____
from _____ to _____
(date) (date)

2. DATE DEBT WAS INCURRED: 09/09/1998

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code, all claims are classified as one or more of the following: (1) Unsecured non-priority, (2) Unsecured priority, Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describes your claim and STATE THE AMOUNT OF THE CLAIM.

SECURED CLAIM \$1,033.59
Attach evidence of perfection of security
Brief description of collateral:
 Real Estate Motor Vehicle Other (Describe briefly)
UNITED FURNITURE
Amount of arrearage and other charges included in secured claim above, if any \$0.00 @ 0.00% _____

UNSECURED NONPRIORITY CLAIM \$0.00
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

UNSECURED PRIORITY CLAIM \$ _____
Specify the priority of the claim

Wages, salaries or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. sec. 507(a)(3)

Contributions to an employee benefit plan - 11 U.S.C. sec. 507(a)(4)

Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family or household use - sec. 11 U.S.C. sec. 507(a)(6)

Taxes or penalties of government units - 11 U.S.C. sec. 507(a)(7)

Other - 11 U.S.C. sec. 507(a)(2), (a)(5) - (Describe briefly)

5. TOTAL AMOUNT OF CLAIM

AT TIME CASE FILED:	\$0.00 (Unsecured)	\$1,033.59 (Secured)	\$0.00 (Priority)	\$1,033.59 TOTAL
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Check this box if the claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices and itemized statements of running accounts, contracts, court judgements or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date
05/31/00

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)

Jaqueline Beaman
JACQUELINE BEAMAN

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PURCHASE NUMBER <u>8256</u>			
BRANCH AND ACCOUNT IDENTIFICATION	ST. - BR. - CO.	ACCOUNT NO.	FILE NO.
<u>11-727-381</u>		<u>844132725</u>	<u>15556</u>
DEALER NAME AND NUMBER			
UNITED FURNITURE 700409997			
BUYER:	FIRST NAME	M.I.	LAST NAME
	<u>CLYDE</u>	<u>V.</u>	<u>HALE</u>
CO-BUYER:	FIRST NAME	M.I.	LAST NAME

SALES PURCHASE STATEMENT

MERCHANDISE PURCHASED			DATE OF PURCHASE	<u>09/09/78</u>
<u>FURNITURE</u>			\$	<u>1711.08</u>
PROPERTY INSURANCE	POLICY NUMBER	TERM	PREMIUM	
<u>NO</u>	<u>0</u>	<u>0</u>	\$	<u>.00</u>
CREDIT INSURANCE	<u>NO</u>	TOTAL AMOUNT ADDED TO ACCOUNT		\$ <u>1711.08</u>
			DEALER DISCOUNT	\$ <u>.00</u>
			NET TO DEALER	\$ <u>1711.08</u>
			OFFICIAL FEES	\$ <u>.00</u>

PURCHASE AMOUNT AND DELIVERY VERIFICATION							
DATE	SPOKE TO	MERCHANDISE RECD.		CUSTOMER SATIS.		AMOUNT SOLICITED	VERIFIED BY
		ALL	PART	YES	NO		

COMMENTS

REVOLVING CHARGE PURCHASE INVOICE

DEALER'S NAME	UNITED FURNITURE WAREHOUSE		
LOCATION	TWIN FALLS		
CUSTOMER'S NAME	LISA JENSEN		
CUSTOMER'S ADDRESS			
PHONE NUMBER	ACCOUNT NUMBER	DATE	CLERK
735-7576		Sept-5	
		DEPT.	DELIVERY DATE
			Sept-5

QUANTITY	DESCRIPTION OF MERCHANDISE	SERIAL NUMBER	PRICE
1	VENTURA AIA SECT		799 95
1	1020 AT / 1020 AB CRTL TBL		119 85
1	1023 AT / 1022 AB		99 75
1	1023 AT SEFA TABLE		129 95
1	FLOOR LAMP ART MASTER	507	109 95
1	TABLE LAMP ART MASTER	179	39 85
1	FACILITAT		159 85
	ET CTN		149 85

SUB-TOTAL	\$	
SALES TAX	\$	81 48
SUB-TOTAL	\$	1711 08

PROPERTY INSURANCE placed in connection with this transaction may be obtained by you from any person of your choice.	COVERAGE AMT.	TERM	DOWN PAYMENT
The coverage amount, term and cost is:			\$ 0
TOTAL AMOUNT TO BE ADDED TO YOUR ACCOUNT			\$ 1711.08

Cash Option Promotion

Note to Dealer: Cash Option purchases may not be added to an existing account; a separate account is required. If this purchase is a Cash Option purchase, complete the appropriate option below and attach a Revolving Charge Application and Agreement signed by the customer.

- Cash Option With Deferred Payment:** You may defer all payments for this purchase, **except insurance premiums**, if any, due on your account in accordance with the terms set forth in the Revolving Charge Account Agreement for _____ months from the Date of Purchase (Cash Option period). During such period you will receive monthly Periodic Billing Statements but **no payment will be due until the first payment due date** as established above. However, payments may be made at any time in order to pay all purchases in full by the first payment due date.
- Cash Option With Monthly Payment:** You may pay the full balance of this purchase, except insurance premiums, if any, due on your account on or before the date indicated below (Cash Option period) in accordance with the Revolving Charge Account Agreement without Finance Charge. During such period you will receive monthly Periodic Billing Statements and **you must pay by each due date at least the Minimum Payment billed**. Larger payments may be made at any time in order to pay all purchases in full by the due date indicated. _____ months from Date of Purchase.

If you pay the full balance of all purchases made under the Revolving Charge Account Agreement **before the end of the Cash Option period** as established above, any Finance Charges and Insurance Premiums billed for such period shall be reversed by credit to the account or refund directly to you. Since Periodic Billing Statements will reflect Finance Charges and applicable Insurance Premiums, you are encouraged to contact the Avco office servicing your account to obtain the correct net balance required to pay off the account prior to the expiration of the Cash Option period.

You do not have to pay off the account during the Cash Option period. Beginning with the first payment due date, simply pay each month the billed Minimum Payment until the account is paid in full. If you elect to pay your account in this manner, Finance Charges will continue to accrue and be payable in accordance with the terms of your Avco Revolving Charge Account Agreement.

I ACKNOWLEDGE RECEIPT OF THE GOODS AND/OR SERVICES DESCRIBED ABOVE UNDER THE TERMS AND CONDITIONS OF THE REVOLVING CHARGE ACCOUNT AGREEMENT WHICH BEARS THE ACCOUNT NUMBER STATED ABOVE OR IS ATTACHED HERETO.

 CUSTOMER'S SIGNATURE

AVCO FINANCIAL SERVICES OF IDAHO FALLS, INC.
CUSTOMER CREDIT APPLICATION

ID SOURCE: <input type="checkbox"/> Dr. Lic #	Exp. VERIFIED BY:
<input type="checkbox"/> Other Photo ID Type	
Photo ID #	

Below, you apply to Walt H. Clude (Seller) for a retail charge account, known as an Avco Revolving Charge Account. You understand that the application for credit will be submitted to Avco Financial Services of Idaho Falls, Inc. ("Avco") and that the account will be assigned upon acceptance of your application and that use of the Avco Revolving Charge Account is contingent upon approval of your credit by Avco. After credit approval, Avco will extend credit under the terms of the agreement on the reverse side of this application. You certify that the information in this application is correct to the best of your knowledge. **NOTICE: Whether or not married, you have the right to apply for credit separately from or jointly with your spouse or another person.** If individual credit is desired, omit the information in Co-Applicant Section.
 I am applying for Joint Credit with spouse or another person Individual Credit in my name only.
 Have I ever filed for bankruptcy? Yes No

APPLICANT	
LINE REQUESTED \$	DESIRED PAYMENT DATE
NAME <u>Hille</u> FIRST <u>Clude</u> MI	
BIRTHDATE <u>06/09/52</u> SEX <u>M</u> SOCIAL SECURITY NO <u>005-48-5139</u>	
NUMBER STREET <u>Blue Lake Blvd</u> STATE <u>ID</u> ZIP <u>83401</u>	
APART # <u>511</u>	
HOW LONG RENTAL/MTG HOLDER & ADDRESS <u>3 Yr 730-1843</u>	RENTAL/MTG PMT \$ <u>605</u>
2ND MORTGAGE HOLDER AND ADDRESS	MTG PMT \$
BAL OWED 1ST MTG \$	BAL OWED 2ND MTG \$
EST VALUE PROP. \$	
PREVIOUS ADDRESS	HOW LONG YR MO
PREVIOUS EMPLOYER <u>if employ-d</u>	OCCUPATION <u>STN 1ST</u> HOW LONG YR MO
PHONE NO <u>208 730 1843</u>	MO GROSS INCOME \$ <u>8000</u>
PREVIOUS EMPLOYER	OCCUPATION

CO-APPLICANT	
LAST NAME (INCLUDE ONLY IF DIFFERENT THAN APPLICANT) FIRST MI	
<input type="checkbox"/> MARRIED <input type="checkbox"/> UNMARRIED <input type="checkbox"/> SEPARATED	BIRTHDATE SOCIAL SECURITY NO
CURRENT EMPLOYER	ADDRESS OR LOCATION
PHONE NO	OCCUPATION
PREVIOUS EMPLOYER	OCCUPATION
HOW LONG YR MO	MO GROSS INCOME \$
HOW LONG YR MO	HOW LONG YR MO

APPLICANT AND/OR CO-APPLICANT	
Other Income	IMPORTANT: INCOME FROM ALIMONY, CHILD SUPPORT OR SEPARATE MAINTENANCE PAYMENTS NEED NOT BE REVEALED IF YOU DO NOT CHOOSE TO RELY UPON SUCH INCOME IN APPLYING FOR CREDIT.
TYPE OF OTHER INCOME	MONTHLY AMOUNT \$
NAME AND ADDRESS OF PAYER	

BANK OR SAVINGS AND LOAN AND ADDRESS	
CHECKING	<u>4 BANK First Federal</u>
SAVINGS	<u>4 BANK</u>

AUTOMOBILES	
MAKE <u>Dodge</u> MODEL <u>1500</u>	<input type="checkbox"/> PAID FOR <input checked="" type="checkbox"/> FINANCED <input type="checkbox"/> LEASED
YEAR	MAKE MODEL
	<input type="checkbox"/> PAID FOR <input type="checkbox"/> FINANCED <input type="checkbox"/> LEASED

CREDIT REFERENCES: List Banks, Finance Companies, Department Stores & Major Credit Cards (Open or Closed within last 2 years). Have credit established in any other name? Yes No If yes, what name

NAME OF CREDITOR OR COMPANY	ADDRESS OR LOCATION	ITEM OR ACCOUNT NO.	OPEN	PAYMENT	BALANCE
<u>MasterCard</u>					

IF NEAREST RELATIVE NOT LIVING WITH YOU	ADDRESS	PHONE NO	RELATIONSHIP
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IF CREDIT INSURANCE IS DESIRED COMPLETE AND SIGN CREDIT INSURANCE AUTHORIZATION AND APPLICATION BELOW

CREDIT INSURANCE AUTHORIZATION AND APPLICATION - Avco agrees to furnish single or joint credit life and single disability insurance provided by Balboa Life Insurance Company and single involuntary unemployment insurance provided by Balboa Insurance Company under group policies issued to Avco. Credit Life insurance will pay the 'applicant's' balance as of the date of the last billing payment prior to the date of death of either the Primary Buyer or the Co-Buyer. If joint life insurance is selected, only one death benefit will be paid upon the death of the first insured to die. Credit Disability insurance will pay a monthly benefit equal to the amount of the monthly payment; however, the maximum total benefit is the principal balance outstanding at the time of loss or \$20,000, whichever is less. Involuntary unemployment insurance will pay a monthly benefit equal to the amount of the monthly payment for a maximum of 12 months if the insured is continuously unemployed, as provided in the policy, for 31 days or more. Unemployment caused by sickness or accident is not covered, only the Primary Buyer shown below will be insured for disability and involuntary unemployment insurance. Applicants agree to pay a monthly premium for said insurance computed on the average daily balance at the following rates, as applicable:

per \$1,000 of balance per month of which \$.86 is for single life, \$2.52 is for disability and \$3.50 is for involuntary unemployment insurance OR
 per \$1,000 of balance per month of which \$1.42 is for joint life, \$2.52 is for disability and \$3.50 is for involuntary unemployment insurance.

UNDERSTAND PURCHASE OF THIS INSURANCE IS VOLUNTARY AND IS NOT REQUIRED FOR THE EXTENSION OF CREDIT.
 UNDERSTAND THAT THE ONLY INSURANCE OFFERED BY AVCO IS PROVIDED BY AN AFFILIATED COMPANY; THAT AVCO EXPECTS TO PROFIT FROM ITS SALE, AND BY YOUR SIGNATURE(S) BELOW, I/WE CONSENT TO THIS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AUTHORIZATION.

Insurance certificate will be provided upon opening of your account.
 INDICATION OF BUYER - CREDIT INSURANCE APPLIED FOR: Single life, single disability & single involuntary unemployment Joint life, single disability & single involuntary unemployment

BALBOA INSURANCE COMPANY - 18581 Teller Avenue, Irvine, California 92612-1627

I am applying for the credit insurance marked above and authorizing the Creditor to add the charges for insurance to your account each month as they become due. You have the right to cancel this authorization. Your signature below means that you agree that 1. You are eligible for insurance as to each advance only if you are working for wages or a profit 30 hours a week or more on the date you sign for the advance. If you are not, that particular advance will not be insured until you return to work. You are insured only for advances actually received by you. You are insured for any unused credit which may be available to you. 2. Each month the insurance charge is calculated by multiplying the insured outstanding principal balance of your loan by the rate shown above. We can change the rate later on. But if we do, we will let you know in advance. The new rate will apply only to charges for insurance made after the date of the rate change. 3. Your co-borrower is not eligible for disability or involuntary unemployment insurance. 4. Neither you nor your co-borrower are eligible for insurance after you reach your 65th birthday, and insurance will also stop when you reach that age.

Primary Buyer	Date of Birth	Co-Buyer	Date of Birth
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ARBITRATION NOTICE - You understand AND AGREE to the terms of the arbitration provisions contained in the documents of this transaction which require binding arbitration of any disputes, except disputes specifically excluded under the terms of the arbitration provisions, and you hereby WAIVE the right to a court or jury trial.

CLOSURE OF INFORMATION NOTICE - If this box **IS NOT** checked, you hereby authorize Avco to disclose to any entity which directly or indirectly controls, is controlled by, or under common control with Avco, information obtained from or about you, from time to time, for the purpose of offering you credit, insurance or other products and services.

IF INITIALED, THE TERMS OF THE ATTACHED SUPPLEMENTAL REVOLVING CHARGE ACCOUNT AGREEMENT ARE APPLICABLE.

WARNING BELOW: 1. OBLIGATION UNDER AGREEMENT: You agree to be responsible under the terms and conditions of the Revolving Charge Account Agreement, on the reverse side of this Agreement, an Avco Revolving Identification Card. If checked, you specifically request and authorize Avco to issue, upon approval of your credit, and a copy of the REVOLVING CHARGE ACCOUNT AGREEMENT which you will retain for your records.

2. RECEIPT OF COPY OF AGREEMENT: You acknowledge

TO THE BUYER: (1) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THE ACT YOU SIGN. (3) UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND RECEIVE A PARTIAL REFUND OF THE FINANCE CHARGE.

DO NOT DESIRE CREDIT INSURANCE COVERAGE ON THIS AGREEMENT.

SIGNATURE OF APPLICANT	SIGNATURE OF CO-APPLICANT	DATE
	AVCO OFFICE COPY	

NOTICE OF PROPOSED INSURANCE

to elect credit insurance, the insurer is Palboa Life Insurance Company, 18581 Teller Avenue, Irvine, California 92612-1627. The insurer offers joint life coverage for the Primary Borrower and Co-Borrower, single disability coverage for the Primary Borrower only. The charge for the insurance coverage you elected is shown on the reverse side. The term of insurance begins on the date the account begins. Coverage will remain in effect as long as your account remains active, unless insurance coverage ends before the closing of your account. The insurer may accept or reject the insurance. If the insurer accepts the insurance, you will be sent an insurance policy or certificate of insurance. You will receive this within 30 days of the date the account begins. It will more fully describe the insurance. Exclusions and restrictions apply. Read your policy or certificate carefully.

192GN E594

to elect credit insurance, the insurer is Palboa Insurance Company, 18581 Teller Avenue, Irvine, California 92612-1627. The insurer offers single involuntary unemployment coverage for the Primary Borrower. The charge for the insurance coverage you elected is shown on the reverse side. The term of insurance begins on the date the account begins. Coverage will remain in effect as long as your account remains active, unless insurance coverage ends before the closing of your account. The insurer may accept or reject the insurance. If the insurer accepts the insurance, you will be sent an insurance policy or certificate of insurance. You will receive this within 30 days of the date the account begins. It will more fully describe the insurance. Exclusions and restrictions apply. Read your policy or certificate carefully.

201GN E594

REVOLVING CHARGE ACCOUNT AGREEMENT ASSIGNMENT OF ACCOUNT

I agree that the terms and conditions of this Agreement will also apply to anyone to whom the Seller transfers your account, including this Agreement, and all sales slips representing purchases expected that the Seller will assign this Agreement, your account and all subsequent sales slips to Avco. You understand and agree that Avco may gather from credit bureaus or other persons necessary information to approve or decline your application for credit and Avco may periodically check your credit to see if you qualify for a higher limit. Any questions regarding this may be resolved by calling Avco's toll free Customer Service number (800) 854-3883 or write to Avco Financial Services, Customer Service Department, P.O. Box 19950, Irvine, California 92623-9550.

TERMS AND CONDITIONS

I agree that Holder may debit this account for any retail credit purchases from Seller which are evidenced by a sales slip or other memorandum of sale signed by Buyer (or prepared at Buyer's direction if ordered by mail or telephone) and Buyer agrees to pay to Holder for the obligations debited to the account in the manner provided in this Agreement. Buyer further agrees to pay the minimum purchase under this Agreement shall be \$100.00.

Holder shall send Buyer a statement monthly showing the transactions on the account, the new balance and other pertinent information. Buyer has the right to pay the full new balance or any part thereof, except the Buyer agrees to pay at least the minimum amount due each month as shown on each month's statement. The FINANCE CHARGE accrues from the date the purchase is posted to Buyer's account and continues to accrue until a payment is credited to Buyer's account. Even if Buyer pays the New Balance in full, Buyer's next statement may include a FINANCE CHARGE.

FINANCE CHARGE AT THE RATE OF 21.00% per day for each day in the billing cycle (ANNUAL PERCENTAGE RATE: 21.00%) will be assessed on the average daily balance of the account, including insurance charges if insurance is selected by Buyer, subject to a minimum FINANCE CHARGE of 50¢ per month for each month in which there is an outstanding balance on the account. If blank, the alternate rate of .057534% per day (ANNUAL PERCENTAGE RATE 21.00%) will be assessed.

The average daily balance of your account is determined by first adding together the balance of your account for each day of the billing cycle and then dividing the sum of these balances by the number of days in the billing cycle. Purchases are considered added to the balance of your account on the date of purchase. Payments and other credits are deducted from the balance on the date they occur.

The minimum monthly payment for each billing period shall be paid until paid in full or an add-on purchase is made, and shall be: 5% of the Amount Financed if the original Amount Financed exceeds \$666.00; or \$20.00 if the original Amount Financed is \$666.00 or less.

If an add-on purchase is made, the minimum monthly payment for each billing period shall be paid until paid in full or another add-on purchase is made, and shall be: 5% of the consolidated balance if the consolidated balance exceeds \$666.00; or \$20.00 if the consolidated balance is \$666.00 or less.

Holder shall have and retain a purchase money security interest in merchandise purchased under this Agreement until the indebtedness corresponding to that merchandise, determined in accordance with applicable law, has been paid in full.

If insurance is selected by Buyer, the charges for such insurance will be billed to the Buyer's account.

I agree that Holder may make changes in the terms of this Agreement from time to time in accordance with applicable law. However, any such changes shall be preceded by the notice required by applicable state and/or federal law.

In the ordinary course of its business the seller may assign this agreement to a subsequent holder for a price less than the amount financed of this contract. Such intent to assign the agreement shall not affect the cash price at which seller offers its goods and services.

In the event of default of any payment for a period of ten (10) days, Buyer agrees to pay a delinquency charge equal to 5% of the unpaid amount of the payment due, provided that such charge shall be collected not more than once on any payment.

In the event of Buyer's default in making the minimum payment due under this Agreement, Holder may elect to declare the full balance immediately due and may exercise the rights granted under the Idaho Credit Code and the Idaho Uniform Commercial Code, including the repossession of any merchandise in which Holder retains a security interest.

This Agreement is referred to an attorney for collection, Holder is entitled to court costs and disbursements, as well as reasonable attorney's fees if the attorney is not a salaried employee of Holder.

I and Holder waive and disclaim on behalf of themselves, their successors and assigns, any security interest in real property which might arise, by operation of law or otherwise, by reason of an installation upon, or attachment to, real property of any merchandise sold under this Agreement. This Agreement constitutes the entire agreement between Buyer and Seller and no oral modification hereof shall be valid.

I and Holder shall have the right to increase, reduce or terminate Buyer's credit limit hereunder.

ARBITRATION - In consideration of the extension(s) of credit pursuant to this Agreement, Buyer and Seller ("Parties") individually and severally agree as follows: (1) this transaction involves interstate commerce as defined in the United States Arbitration Act, Title 9, United States Code, ("Arbitration"). (2) All controversies, claims or disputes (collectively, "Disputes") relating to arising out of any dealings between the Parties, including prior and future dealings between the Parties, even if the Disputes include other persons or entities, EXCEPT FOR Disputes initiated by Seller relating to or arising out of any default by Buyer, shall be submitted to final, binding Arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in force, except as herein modified. (3) Controversies regarding whether a particular Dispute may be entered in any court having competent jurisdiction thereof. (4) In the event a Dispute, except those excluded in Subparagraph (2) above, the Parties: a) waive the right to seek any remedies in court, except for interim or provisional relief that is necessary to protect rights or property of the Parties; b) waive the right to a jury trial; c) waive the right to pre-trial discovery otherwise permitted in court proceedings; d) waive any right to require the Arbitrator to include factual findings or legal reasoning in an award; e) waive the right to appeal or to seek modification of rulings by the Arbitrator. Either Party may commence Arbitration after any time it is received of the existence of a Dispute. (5) The Arbitration will be held at a location designated by the Arbitrator which is reasonably convenient to the Parties. (6) The Parties will bear all fees and expenses of the Arbitration equally, and each Party shall pay the expense of its own counsel, experts, witnesses, and preparation and presentation of proof. (7) The Arbitrator shall determine the rights and obligations of the Parties according to the substantive and procedural rules of the state where the Arbitration is held. (8) The Parties shall select an Arbitrator, who shall be neutral and objective and an active or retired lawyer or judge in the state where the Arbitration is held, with expertise in deciding disputes and interpreting financial facts. The Arbitrator shall be selected by mutual agreement from a list of proposed Arbitrators from the AAA, or, if the Parties are unable to agree upon an Arbitrator, the Arbitrator shall be elected by the AAA from its list of proposed Arbitrators. (9) In addition to the Parties, the Arbitration shall include any person or entity who or which agrees to be a party to the Arbitration and be bound by the terms of the provisions contained herein.

NOTICE

BUYER AND HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR MIGHT ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

For stolen cards. Contact Avco if your card is lost or stolen. Your card will be cancelled and another issued to you.