

CREDIT CARD ACCOUNT APPLICATION

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: **S M I T H**

APPLICANT Please print and complete all blocks. Incomplete form may result in the decline of your application.

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	Last Name	Sr., Jr., Other

<input type="text"/>	<input type="text"/>
Resident Address (Street Address Only)	Apt. #

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Social Security #			Birth Date - MM-DD-YYYY		

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Home Phone			PO Box	PO Box for billing purposes, check here.

<input type="text"/>	<input type="text"/>
Previous Address (if less than 5 years)	Apt. #

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip

<input type="text"/>
Email

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Employer		Business Phone	

APPLICANT(S) SIGNATURE REQUIRED BELOW

I authorize Shoppers Charge Accounts Co. to check my credit record, verify my credit and employment references. By signing below or by using my Card or Account, I agree to be bound by the terms and conditions of the attached Shoppers Charge Accounts Co. **Retail Revolving Credit Agreement**. I certify that I am age 18 or older and that the information provided on this application is accurate.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Applicant's Signature	Date	Joint Applicant's Signature	Date

COMPLETE FOR A JOINT ACCOUNT OR AUTHORIZED BUYER OR IF YOU ARE A MARRIED WISCONSIN RESIDENT

Joint Applicant (Complete spaces below)

Authorized Buyer (Name/Address only)

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	Last Name	Sr., Jr., Other

<input type="text"/>	<input type="text"/>
Resident Address (Street Address Only)	Apt. #

<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Social Security #			Birth Date - MM-DD-YYYY		

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Home Phone			PO Box	PO Box for billing purposes, check here.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Employer		Business Phone	

STORE USE ONLY Identification requires 2 forms of ID. (DL = Drivers License #)

I.D. # 1 Gov. Issued Photo ID Type: <input type="checkbox"/> DL <input type="checkbox"/> Other	ID #	State	Exp. Date	<input type="checkbox"/> Signature Match	<input type="checkbox"/> Photo Match
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I.D. # 2 Credit Card Type: <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> Other	Exp. Date	<input type="checkbox"/> Signature Match	<input type="checkbox"/> Photo Match (If Applicable)
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Store #	Account Number
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Credit Limit	Application Approval Code	Associate #
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JOINT APPLICANT IDENTIFICATION Identification requires 2 forms of ID. (DL = Drivers License #)

I.D. # 1 Gov. Issued Photo ID Type: <input type="checkbox"/> DL <input type="checkbox"/> Other	ID #	State	Exp. Date	<input type="checkbox"/> Signature Match	<input type="checkbox"/> Photo Match
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I.D. # 2 Credit Card Type: <input type="checkbox"/> MC <input type="checkbox"/> VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> Other	Exp. Date	<input type="checkbox"/> Signature Match	<input type="checkbox"/> Photo Match (If Applicable)
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Merchant - After customer completes application, and you have processed the customer information, please fax this form to (800) 358-8050. DO NOT FAX IN ANY COVER SHEETS, ID'S OR RECEIPTS - APPLICATIONS ONLY

Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial Institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your drivers license or other identifying documents.

Truth In Lending Disclosures

ANNUAL PERCENTAGE RATES (APR)	The minimum Standard APR 22.9% (Daily Periodic Rate .0627) A minimum Default APR: 24.9% (Default Daily Periodic Rate .0682%) The APR may automatically increase to the Default APR if during any twelve (12) month period any two (2) minimum payment due amounts are not received by the specified due date on the statement.
VARIABLE PERCENTAGE RATE INFORMATION	The APRs may vary. The APR is determined monthly by adding 13.9% ("Margin") to the highest domestic "prime rate" published in the "Money Rates" section of <i>The Wall Street Journal</i> (eastern edition) on the 15th day of the preceding calendar month. A minimum rate applies see Section 2 for details on Variable Rates.
Grace Period:	24 days from Statement Date
Method of computing finance charge:	Average Daily Balance (including new purchases)
Minimum Monthly FINANCE CHARGE:	\$1.00
Annual Fee:	None
Cash Advance Check Transaction Fee	For each Cash Advance Check Transaction a fee equal to 3% of the transaction amount is added to the account, with a minimum fee of \$10 and a maximum fee of \$75, which is an additional FINANCE CHARGE.
Promotional Transaction Fee	For each Promotional Transaction with a fixed APR of 7.9% or less a fee of up to \$125 is added to the account, which is an additional FINANCE CHARGE.
Over the limit Fee	None
Late Payment Fee	\$29 if outstanding balance is less than \$1,000 or \$39 if the outstanding balance is greater than or equal to \$1,000.

The information about the costs of the credit card described in this Application is accurate as of January 2008 when it was printed. This information may have changed after that date. To find out what may have changed, call us at 1-800-252-2551 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

CARDHOLDER AGREEMENT

"I", "me" and "my" mean the borrower(s). If approved, my credit card would be issued by Shoppers Charge Accounts Co., a division of TD Banknorth, N.A. ("you," "your" or the "Bank"). If a credit card is issued, I will be provided with my initial credit limit at the time I receive my credit card. I understand that the Bank may change my credit limit from time to time, either at my request (if the Bank approves my request) or at the Bank's initiative. The Bank has the right to cancel or limit the credit to be extended to me at any time without prior notice. I may use my credit card to obtain advances under this Agreement, in an amount up to my available credit (the difference between my credit limit and my outstanding balance), as long as the Bank has not terminated my right to obtain additional advances. I agree to pay for all purchases made by me and/or others as authorized by me.

I authorize the Bank to obtain credit reports in connection with this Application and from time to time in connection with the review of my account, or any update, extension or renewals of my account, and for the purposes of collection of my account. I authorize the Bank to verify with others any information contained in this Application and to provide information about its transactions with me to third parties (including consumer reporting agencies) for lawful purposes.

I UNDERSTAND YOU MAY REPORT INFORMATION ABOUT MY ACCOUNT TO CREDIT BUREAUS, LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON MY ACCOUNT MAY BE REFLECTED IN MY CREDIT REPORT.

1. Finance Charge: I will not have to pay a periodic Finance Charge on purchases if I pay my New Balance in full by the Payment Due Date shown on my current statement, which shall not be less than 24 days after the close of the billing cycle. Otherwise, Finance Charges will accrue from the date of the transaction (or, at the Bank's option, from the date they are posted to my Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in section 10 below. The Bank will use the Average Daily Balance method to compute the FINANCE CHARGE. The FINANCE CHARGE on my account is figured by applying each applicable Daily Periodic Rate to the AVERAGE DAILY BALANCE of the outstanding purchase transactions (including current transactions) that are subject to that Daily Periodic Rate. To get the AVERAGE DAILY BALANCE for each type of transaction subject to a particular rate, the Bank takes the beginning balance of such transactions each day and adds any new purchase transactions subject to the same rate and unpaid finance charges, and subtracts any payments or credits. This gives the Bank the DAILY BALANCE to the rate in question. Then the Bank adds together all the daily balances subject to the same rate for the billing cycle and this total is divided by the number of days in the billing cycle. This gives you the AVERAGE DAILY BALANCE for the transactions in question. There is a minimum FINANCE CHARGE of \$1.00.

2. Variable Rate: The Standard and Default Daily Periodic Rates of Finance Charge (and the corresponding Annual Percentage Rates ["APRs"]) on my account may vary from month to month. Each Daily Periodic Rate of Finance Charge (and corresponding APR) will vary based on the highest domestic Prime Rate as published in *The Wall Street Journal* ("Prime Rate") on the 15th day before the beginning of the billing cycle. The Bank will calculate the rates by adding the applicable "Margins" (as indicated in the table at the beginning of this Agreement under the heading "VARIABLE RATE INFORMATION") to the Prime Rate. If a Prime Rate is not published on the 15th day, the Prime Rate will be the Prime Rate published on the immediately preceding day. The initial Daily Periodic Rate of FINANCE CHARGE (and the corresponding APR) is indicated in the table at the beginning of this Agreement under the heading "ANNUAL PERCENTAGE RATE (APRs)" for Purchases". Each Daily Periodic Rate of Finance Charge (and corresponding APR) may increase if the Prime Rate increases, but the rate will not exceed the maximum rate permitted by applicable law. The increased Daily Periodic Rate of Finance Charge (and corresponding APRs) will apply to new purchases, as well as to the existing balance of my account. If the Daily Periodic Rates of Finance Charge (and corresponding APRs) increase, the amount of the finance charge and the Minimum Payment Due may increase. If the Prime Rate used to calculate the Daily Periodic Rate of Finance Charge (and corresponding APR) is 9% or less, the Bank will charge a Standard Daily Periodic Rate of FINANCE CHARGE of .0627% (corresponding APR of 22.9%) on purchase transactions or the Bank will charge a Default Daily Periodic rate of FINANCE CHARGE of .0682% (corresponding APR of 24.9%) if during any twelve (12) month period any two (2) minimum payment due amounts are not received by the specified due date on your billing statement. If the Prime Rate is greater than 9%, the Standard and Default Daily Periodic Rate of FINANCE CHARGE will be the Prime Rate plus a Margin of 13.9% for purchase transactions.

3. Minimum Payment Due: For each purchase transaction, I agree to pay a Minimum Payment Due which is the greater of \$10 or 3% of the original purchase amount, plus any applicable fees and charges as of my Statement Closing Date. If my account includes balances arising from more than one purchase transaction, the "Minimum Payment Due" will be the sum of the amounts calculated for each payment transaction as stated above, plus any amounts past due and any other fees and charges.

4. Late Fee: If the Minimum Payment Due is not received by the Payment Due Date on the statement the Bank will charge me a late fee of \$29 if my outstanding account balance is less than \$1,000.00, or \$39 if my outstanding account balance is greater than or equal to \$1,000.00. At the Bank's option, such late fee will be immediately due and payable.

5. Returned Check Fee: If I pay with a check and my check is returned to the Bank by my financial institution unpaid or dishonored, the Bank may charge me a fee of \$29.00.

6. Cash Advance Check Transaction Fee: From time to time at the Banks discretion I may be offered a Cash Advance Check. There is a fee equal to 3% of the check amount for each check used. The fee will be no less than \$10 and no greater than \$75. This fee is effective upon the use of any cash advance check. At the Bank's option, such Cash Advance Check Transaction Fee will be immediately due and payable.

7. Promotional Transaction Fee: From time to time at the Banks discretion I may be offered a promotional transaction based on a low fixed APR. For each Promotional Transaction with a fixed APR of 7.9% or less a fee of up to \$125 is added to the account, which is an additional FINANCE CHARGE. At the Bank's option, such Promotional Transaction Fee will be immediately due and payable.

8. Statements; Crediting of Payments: The Bank will send a billing statement to my address on the Bank's records each month if required by federal law. Each minimum payment is due on the Payment Due date shown on the billing statement (which will be at least 24 days after the "Statement Closing Date"). Subject to applicable law, the Bank reserves

items purchased with my credit card. Any given purchase will remain as security for all purchases until such time as that purchase is completely paid for, and I agree that my payments will be deemed applied as stated in the Method of Payment section of this Agreement.

12. Entire Agreement: I agree that this Agreement (as amended from time to time in writing) and the Application constitute the final expression of the agreement between me and the Bank and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between me and the Bank regarding my account. The retail store and its employees have no authority to change, add to or explain the terms of this Agreement except as expressly provided in this Agreement (with respect to special credit plans). For more information or questions, call 1-800-252-2551.

13. Default: It is further understood that this agreement and all sales arising hereunder shall be owned by the Bank. Upon default in any payment, the entire balance shall be due and payable at the option of the Bank together with collection fees and reasonable attorney's fee to the extent permitted by law. If I fail to pay you on time, or if I file bankruptcy, or if I die or become incompetent, or if I become unemployed or if my employment changes, or if you believe the prospect of payment or ability to realize upon the collateral is significantly impaired, I will be in default and you can require immediate payment of the full balance; in addition to other rights and remedies the Bank has under the law and this agreement.

14. Liability for Unauthorized Use. If my credit card is lost or stolen or if I believe someone may have use my account without my permission, I must notify the Bank at once. I may be liable for the unauthorized use of my account. I will not be liable for unauthorized use that occurs after I notify the Bank by writing to P.O. Box 731 Mahwah, New Jersey 07430 or verbally by calling 1-800-252-2551, of the loss or theft of my card or the possible unauthorized use of my account. My maximum liability is \$50. Subject to any restrictions of applicable law, the Bank may terminate or limit access to my account if I have notified the Bank or the Bank has determined that my card may have been lost or stolen, or that there may be unauthorized access to my account.

15. Authorization: Telephone calls may be made to me using an automatic dialing-announcing device. My telephone conversations with employees or agents of the Bank may be monitored and/or recorded for quality assurance purposes. Use of my account will signify my consent to such use of an automatic dialing announcing device, monitoring, and/or recording.

16. Governing Law: Applicable federal law and the substantive laws of the State of New Jersey (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.

17. Signature: My signature and address on the Application represents my signature and address on this Agreement.

NOTICE

A. I MAY AT ANY TIME PAY MY TOTAL INDEBTEDNESS UNDER THIS AGREEMENT.
B. I WILL NOT SIGN THIS AGREEMENT BEFORE I READ IT OR IF IT CONTAINS ANY BLANK SPACE.
C. I AM ENTITLED TO A COMPLETELY FILLED COPY OF THIS CREDIT AGREEMENT, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. I WILL KEEP IT TO PROTECT MY LEGAL RIGHTS.

D. THE BANK CAN CHANGE THE TERMS OF, ADD NEW TERMS TO, OR DELETE TERMS FROM THIS AGREEMENT AT ANY TIME BY GIVING ME NOTICE OF THE CHANGE, ADDITION OR DELETION AS REQUIRED BY APPLICABLE LAW. AS PERMITTED BY APPLICABLE LAW, ANY CHANGE, ADDITION, OR DELETION TO THIS AGREEMENT WILL BECOME EFFECTIVE AT THE TIME STATED IN THE NOTICE AND, UNLESS THE NOTICE STATES OTHERWISE, THE CHANGE, ADDITION, OR DELETION WILL APPLY TO ALL OUTSTANDING BALANCES ON MY ACCOUNT AS WELL AS TO NEW TRANSACTIONS.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**STATEMENT OF BILLING RIGHTS:
YOUR BILLING RIGHTS**

"You" and "your" mean the borrower. "We," "us" or "our" mean the Bank.
Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Federal Credit Billing Act.
Notify Us In Case of Errors or Questions About Your Statement of Account

If you think your Statement is wrong, or if you need more information about a transaction on your Statement, write us on a separate sheet at the address listed on the front of your Statement.

Write us as soon as possible. We must hear from you no later than 60 days after we sent you the first Statement 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 statement 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 statement that are not in question. If we find that we made a mistake on your statement, 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 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 you 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 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 statement 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 \$50.00. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

the right to apply payments to my account in any manner the Bank may choose in its sole discretion. Payments are to be sent to the address designated on the billing statement. Payments received at such address with the return portion of the billing statement by 5:00 PM Eastern Time, Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the next business day. Credit for payments not received in U.S. dollars, not made in the envelope provided with the billing statement and accompanied by the payment stub which is part of the billing statement, and/or received at the address for payments designated on the billing statement may be delayed up to five (5) calendar days. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. If I want to pay with a check that has "payment in full" or some other special notation or instruction on it or with instructions) to the Bank at the following address: P.O. Box 731 Mahwah, New Jersey 07430. If I send any such payment to any other address, the Bank may ignore the special notations or instructions, and the Bank's Agreement does not mean that the Bank has agreed to the special notations or instructions. **I MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT DUE. I ALSO MAY AT ANY TIME PAY THE FULL UNPAID BALANCE OF MY ACCOUNT WITHOUT INCURRING ADDITIONAL CHARGES.**

9. Automated Payments: By calling your automated touch-tone bill payment service at 1-888-382-6665, I will be authorizing the Bank or its agent to automatically initiate a single entry ACH debit to my checking account. I will be required to enter my account number and my zip code for authentication purposes. I further authorize my financial institution to accept these debits and charge them to my checking account. This authorization will be for a single payment only in the amount I enter plus a \$7.00 transaction fee. Payments received by 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the next business day. This is a secure system, and my financial institution information will not be shared for any reason other than for automated payments.

10. Promotional Offers: Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make Promotional Offers. Specific terms of a particular purchase made under a Promotional Offer will be indicated on or with my sales slip at the time of my purchase. Purchases made under Promotional Offers will be shown separately on my billing statement. I must pay at least the "Minimum Payment Due" if any, (which will include any applicable Minimum Payment Due, fees and charges) shown on my billing statement while any Promotional Offer is applicable. Balances under any Promotional Offer may be combined, at the Bank's option, with balances under my standard terms upon the expiration of any deferred or specified time period applicable to the Promotional Offer. If I default under this Agreement, the Bank may revoke its consent to the deferral of any Minimum Payments Due and/or accrual of finance charges, immediately and without any notice. If I use my account with a Promotional Offer, I acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer.

11. Security Interest: I hereby give the Bank a security interest in any purchase including Internet, telephone, and mail order purchases made by me or any person I authorize to use the account, and the proceeds thereof, including insurance proceeds. Additionally, I authorize you to file any financing statements showing your security interest in the purchase and proceeds thereof without my signature, or in the event state law requires my signature, I agree to join in executing all necessary financing statements in a form satisfactory to you, and further agree you hold a purchase money security interest in all