



Cedar River Finance Company, Inc.

BASTA Agreement

Disclosure Statement Security Agreement

IMPORTANT: READ BEFORE SIGNING. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only by another written agreement.

I have read and agree to the attached terms.

Seller/Business Name (print): _____

Buyer's Signature _____ Date _____

Co-Buyer's Signature _____ Date _____

Buyer's Name PRINT _____

Co-Buyer's Name PRINT _____

Notes/Comments/Promotional Credit Plan (when applicable)

In this BASTA Disclosure Statement Security Agreement ("Agreement"), the words "you" and "your" refer to each person who signs an application for or benefits from the use of the credit account ("Account"), the terms which are set forth in this Agreement. The words "we", "us" and "our" refer to Seller, Cedar River Finance Company, Inc.'s ("CRF"), PO Box 1268, Cedar Rapids, IA 52406 as assignee of the business listed above, or any other person to whom this Agreement may be assigned.

30-60-90 Day Terms: If this agreement contains an 30-60-90 Day term, it is written in the Notes/Comments/Promotional Credit Plan. No Finance Charge will be imposed if you pay at least 1/3 of the Original Balance, including "C&C" fee, by the due date on each of your first three monthly Statements. If we do not receive at least 1/3 of the Original Balance each month (1/3 due per first statement, 1/3 due per second statement and 1/3 due per third statement), the remaining balance of the account ("Balance") will be transferred to an installment agreement with an Annual Percentage Rate ("APR") of 21%.

Promise to pay: In return for extending credit to you on this Account, you agree to pay us at the address shown on your monthly billing statement ("Statement") for all goods and services charged to this Account, plus any Finance Charges and other charges outlined in this Agreement. If this is a joint account, each of you will be responsible, jointly and severally, for paying all charges incurred on this "Account".

APR: The APR will be determined based on your creditworthiness. The APR will range from 15%-21%. You agree to pay the interest rate of 21% APR on any amounts which remain unpaid after the maturity of the agreement.

When Effective: Your signature on this Agreement, or your use of this Account, is your consent to the terms of this Agreement and acknowledgment of delivery of a copy of this Agreement to you.

Minimum Monthly Payment: You agree to pay at least the minimum monthly payment on your Account. Your minimum monthly payment is the greater of, 1) your Balance with an APR of 15% to 21% (as disclosed in your approval email) payable in equal monthly installments over 72 months, or 2) \$25.00. If your Balance is less than \$25.00, the entire "Balance" will be due. For example, if your Balance, including the "C&C" fee, is \$1,500 on a 72-month installment plan with an APR of 21%, will have minimum monthly payments of \$36.80, with total interest charges of \$1,149.89, for a total payback of \$2,649.89. Your minimum monthly payment will include any past due amount and any insufficient funds fees for returned payments. **You may at any time pay more than the minimum monthly payment.** If you pay more than the minimum monthly payment, the amount will be applied to upcoming payments.

Opening Your Account: Upon approval of your application, CRF will send, via email, your maximum Account balance ("Credit Limit"), commitment and closing fee ("Fee") and interest rate ("APR"). CRF will pay the above "Seller" directly and add the amount invoiced to your Account. CRF will send a Welcome Letter & Truth in Lending Disclosure, with a copy of the "Sellers" invoice. Subsequently, CRF will provide your monthly statements printed and mailed, unless an email is given upon verification or at a later time, that will show the current Account balance & minimum payment due. Should you keep your default setting, mailed statements, there will be a charge, starting at \$2.00 added to your account per month per address. CRF may also call you to verify the amount charged to this Account.

Overpayment: If you pay off the Balance installment plan early, you will not have to pay a penalty and will be entitled to a rebate of all unearned pre-computed finance charges determined by applying the APR according to the actuarial method to the unpaid balances and the time remaining as originally scheduled, for the time-period following prepayment in full. Overpayment amounts of \$1.00 and under will be retained by the seller/contract assignee.

Commitment and Closing ("C&C") Fee: Upon use of the Account, you agree to pay a commitment and closing fee of \$49.99 up to 20% of your balance as disclosed in your approval email and based on your creditworthiness.

Payment in Full: Your Account will not be paid in full until all amounts under this Agreement have been paid. Payment of an amount less than that required to satisfy the terms of this Agreement will not discharge your obligation under this Contract. Sending your payments marked "paid in full" or the equivalent will not discharge your obligations.

Name on Card: _____

Card Number: _____

Expiration Date: _____ CVW Code _____

The "C&C" fee may be added to your account if prepayment is not required. If the prepaid "C&C" fee is more than it should have been based on the final amount financed, the difference will be applied towards your upcoming payment.

No Waiver by Us: We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have further payments made when they are due.

Dishonored Payments: You agree to pay \$30.00 as a processing fee if your check, share draft, or other item submitted as payment is dishonored for any reason by the bank or other institution on which it is drawn.

Late Fee: A payment is due on or before the date stated on the statement. If a payment is late, you will be charged the greater of \$29.99 or 5% of the payment amount.

Default/Collection Costs: You will be in default if you don't pay a monthly installment on time, if any insolvency or bankruptcy proceeding(s) are initiated by or against you, or if you do not fulfill any other requirements of this Agreement. If you have been in default for 20 calendar days after you are given notice of the right to cure the default, then we may accelerate the contract and make a demand for the immediate payment of the entire unpaid "Balance".

If the account is business in nature and referred to an attorney who is not our salaried employee, you agree to pay our reasonable attorney's fees, but only to the extent and in the amount permitted by applicable law. All court costs will also be recovered where permitted by applicable law.

Changes in This Agreement: We may change any term of this Agreement, including the rate of APR, by furnishing you notice of the change in the manner required by applicable law. As permitted by applicable law, any new terms may be applied at our option to any Balance existing at the time of the change.

Credit Investigation: You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently to verify the accuracy of the statements made in the credit application, reviewing the Account, or collection of the Account. You authorize us to make direct inquiries of businesses where you have accounts, where you work, and financial institutions where you bank. We may also investigate your credit history to provide a means for collecting any unpaid installment amounts and for other valid business purposes. You authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

Telephone Monitoring: All calls to CRF are recorded, to assure you receive the best possible customer service and our employees are complying with our policies and applicable laws.

Change of Address: You agree that the items purchased will be located at the address you listed in your application for this Account and that if the location of the items changes or your address changes, you will advise as such in writing of the change and location of the collateral within 10 days. Until we receive such notice, we will send statements and any other notices to the address given on the application for this Account.

Security: To protect us if you default on this Agreement, you hereby give us a purchase money security interest in the items purchased or that a service was performed on described in the invoice or accompanying receipt/work order provided by the Seller. A UCC-1 financing statement may be filed if we deem it necessary.

Sharing of Information: We will not share your financial or credit information with any third-party except as allowed by law. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information.

Authorization Agreement for Preauthorized Electronic Fund Transfers (EFT): You authorize us to initiate such EFTs as we may mutually agree to over the telephone or otherwise.

Reproduction Considered as an Original: The parties agree and acknowledge that each shall consider any reproduction of this Agreement, application or explanation of charges completed in conjunction with this Agreement as originals if such reproduction was made by reliable means for example; microfilm, print out of a scanned image, photocopy, facsimile or similar means.

Warranty Limitation: This Agreement does not contain any statements or promises with create additional warranties or alter the terms and conditions of the written warranty for the items purchased or service performed or any warranties which may be required under State law. You may have rights that are available to you under State law.

Governing Law: Federal law and the laws of the State of Iowa govern this Agreement. If you live or move to any other state, except as to those terms expressly set forth in this Agreement, federal law and the laws of the State of Iowa govern this Agreement.

THIS IS A CONSUMER CREDIT TRANSACTION.

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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER: 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. 3. YOU MAY AT ANY TIME PAY THE TOTAL BALANCE OUTSTANDING UNDER THIS AGREEMENT WITHOUT INCURRING ANY ADDITIONAL CHARGE. 4. YOU MAY UNDER CERTAIN CIRCUMSTANCES REDEEM YOUR PROPERTY IF REPOSSESSED BECAUSE OF YOUR DEFAULT. 5. THE SELLER OR CRF HAVE NO RIGHT TO UNLAWFULLY ENTER YOUR PREMISES OR COMMIT ANY BREACH OF THE PEACE TO REPOSSESS GOODS PURCHASED UNDER THIS AGREEMENT.

KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS INSTALLMENT CREDIT AGREEMENT.

NOTICE: See below for an important notice required by Federal Law.

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 of paper and mail it to the address identified on your monthly statement as well as contacting your original Seller. 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: (1) Your name and account number. (2) The dollar amount of the suspected error. (3) 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 the 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 10 days, telling us that you still refuse to pay, we must tell anyone to whom we report you, that you have questions about your bill. And, we must tell you the name of those we reported you to. We must tell anyone we report you to when the matter has been settled. If we don't follow the rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.