

IN THE SUPREME COURT OF THE STATE OF ALASKA

JANET HUDSON, ON BEHALF OF HERSELF AND ALL OTHERS,)
Petitioners,	
v.	
CITIBANK (SOUTH DAKOTA) NA, ALASKA LAW OFFICES, INC. and CLAYTON WALKER, Respondents.)) Supreme Court Case No. S-14740) Trial Court No. 3AN-11-09196 CI
CYNTHIA STEWART, ON BEHALF OF HERSELF and ALL OTHERS WHO ARE SIMILARLY SITUATED,) Consolidated with)) Supreme Court Case No. S-14826) Trial Court No. 3AN-11-12054 CI)
Petitioners, v.	
MIDLAND FUNDING LLC, ALASKA LAW OFFICES, INC. AND CLAYTON WALKER,	
Respondents.	_)
ON PETITION FOR REVIEW FROM THIRD JUDICIAL DISTRICTION THE HONORABLE FRANK A	CT AT ANCHORAGE
RESPONDENTS' EXCE VOLUME	
Filed in the Supreme Court of the State of Alaska, this 1944 day of	Joh S. Dawson (ABA No. 8406022 Elizabeth P. Hodes (ABA No. 0511108) Davis Wright Tremaine LLP 188 West Northern Lights Blvd. #1100 Anchorage, AK 99503 Tel: (907) 257-5300 Fax: (907) 257-5399

IN THE SUPREME COURT OF THE STATE OF ALASKA

JANET HUDSON, ON BEHALF OF HERSELF AND ALL OTHERS,)
Petitioners,))
v. CITIBANK (SOUTH DAKOTA) NA, ALASKA LAW OFFICES, INC. and)))
CLAYTON WALKER,	Supreme Court Case No. S-14740Trial Court No. 3AN-11-09196 CI
Respondents.	
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RESPONDENTS' EXCERPTS OF REGORD VOLUME 2 OF 2

Filed in the Supreme Court of the	Joh S. Dawson (ABA No. 8406022
State of Alaska, this 1944 day of	Elizabeth P. Hodes (ABA No. 0511108)
APril , 2013.	Davis Wright Tremaine LLP
	188 West Northern Lights Blvd. #1100
Marilyn May, Clerk	Anchorage, AK 99503
By: 1/2	Tel: (907) 257-5300
	Fax: (907) 257-5399

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Jon S. Dawson I David M. Hymas 2 DAVIS WRIGHT TREMAINE LLP 701 West 8th Avenue, Suite 800 3 Anchorage, AK 99501 4 (907) 257-5300 5 Attorneys for Midland Funding, LLC 6 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA 7 THIRD JUDICIAL DISTRICT AT ANCHORAGE 8 9 CYNTHIA STEWART, on behalf of herself 10 and all others similarly situated, 11 Plaintiffs, Original Received 12 APR 0 9 2012 VS. 13 Clerk of the Trial Courts 14 MIDLAND FUNDING, LLC, ALASKA LAW OFFICES, INC, 15 and CLAYTON WALKER, 16 Defendants. 17 Case No. 3AN-11-12054 CI 18 AFFIDAVIT OF JON S. DAWSON IN SUPPORT OF MIDLAND FUNDING, 19 LLC'S MOTION TO COMPEL ARBITRATION AND STAY ACTION 20 State of Alaska Davis Wright Tremaine LLP) ss. 21 Third Judicial District 22 23 Jon S. Dawson, being first sworn under oath, deposes and testifies as follows: 24 1. I am a partner with Davis Wright Tremaine LLP, attorneys for Defendant 25 26 Midland Funding, LLC ("Midland") in the above-captioned proceeding. I am competent 27

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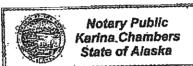
to make this affidavit and do so on personal knowledge.

2. On January 30, 2012, Midland sent an arbitration demand to Plaintiff. Attached as Exhibit A is a true and correct copy of the arbitration demand letter Midland sent to Plaintiff.

Plaintiff has not complied with Midland's arbitration demand. 3.

OF S. Dawson

SUBSCRIBED AND SWORN TO before me this 910 day of April, 2012.



Notary Public in and for the State of Alaska My Commission Expires:

Certificate of Service

On the 9th day April, 2012, a true and correct copy of the foregoing document was sent by U.S. Mail, postage paid, to the following parties:

James J. Davis, Jr. Northern Justice Project, LLC 310 K St., Suite 200 Anchorage, AK 99501

Marc Wilhelm Richmond & Quinn 360 K Street, Suite 200 Anchorage, AK 99501

DAWSON AFFIDAVIT

- Page 2 of 2

Cynthia Stewart v. Midland Funding, LLC et al., Case No. 3AN-11-12054 CI DWT 19332170v1 0095295-000001



Suite 800 701 West Eighth Avenue Anchorago, AK 99501-3468

David M. Hymas (907) 257-5307 (cl (907) 257-5399 fax

jpndawson@dwt.com

January 30, 2012

Jim Davis Northern Justice Project 310 K St., Suite 200 Anchorage, AK 99501

Re: Arbitration Demand

Dear Jim:

I am writing with regard to the lawsuit filed by Ms. Cynthia Stewart against our client, Midland Funding, LLC. The credit card account related to Ms. Stowart's suit was issued by Citibank. The terms and conditions on that Citibank account include a provision allowing either party to demand arbitration whenever a dispute arises related to the account.

As you know, Citibank sold Ms. Stewart's account after she went into default. Consequently, Midland now has the right to demand arbitration under that account. Accordingly, this letter constitutes Midland's formal request demanding arbitration in this matter.

If you do not agree, Midland plans to file a motion with the court to compel arbitration. Consistent with this request, Midland will shortly be sending a notice of records deposition to Citibank in order to obtain Citibank's official documents and files related to Ms. Stewart's account.

Feel free to contact me to the extent that you have any questions.

Best regards,

Davis Wright Tremaine LLP

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New York Portland Los Arvielos San Franckson DWT 18869779 y 1 0095295-000001

Sealth Shaonhal Washington, D.C.

www.alwt.com

1 Jon S. Dawson David M. Hymas 2 DAVIS WRIGHT TREMAINE LLP 701 West 8th Avenue, Suite 800 3 Anchorage, AK 99501 4 (907) 257-5300 5 Attorneys for Midland Funding, LLC 6 7 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA 8 THIRD JUDICIAL DISTRICT AT ANCHORAGE 9 CYNTHIA STEWART, 10 on behalf of herself and all 11 others similarly situated, 12 Plaintiffs. 13 VS. 14 MIDLAND FUNDING, LLC, 15 ALASKA LAW OFFICES, INC, and 16 CLAYTON WALKER, 17 Defendants. Case No. 3AN-11-12054 CI 18 19 Anchorage, Alaska 99501 (907) 257-5300 · Fax: (907) 257-5399 **BUSINESS ACTIVITY** 20 21 23 24 25

Davis Wright Tremaine LLP

26

NOTICE OF FILING OF DECLARATION OF REGULARLY CONDUCTED

APR 0 9 2012

Quarters the Total Courts

Defendant Midland Funding, LLC, gives notice that it is filing the Declaration for Records of Regularly Conducted Business Activity executed by Mariya A. Kharlamova, and certain documents produced therewith (Bates numbers MID0007, MID0047,

	1	MID0051-68, MID0088-0110) in support of its Motion to Compel Arbitration and Stay				
	2	Action.				
	3	DATED 41: 97h				
	4	DATED this day of April, 2012.				
	5	DAVIS WRIGHT TREMAINE LLP Attorneys for Midland Funding, LLC				
	6	Audineys for winding, 155c				
	7	By:				
	8	Jon S. Bawson Alaska Bar No. 8406022				
	9					
	10	Outs to so t				
	11	Certificate of Service				
	12	On the 9th day April, 2012, a true and correct copy of the foregoing				
	13	document was sent by U.S. Mail, postage paid, to the following parties:				
	14	James J. Davis, Jr. Northern Justice Project, LLC				
	15	310 K St., Suite 200 Anchorage, AK 99501				
	16	Marc Wilhelm				
	17	Richmond & Quinn 360 K Street, Suite 200				
	18	Anchorage, AK 99501				
Davis Wright Tremaine LLP LAW OFFICES Sulio 800 · 701 West 8th Avenue Anchorage, Aluska 99501 (907) 257-5300 · Fax: (907) 257-5399	19	By: Karina Chambers				
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NOTICE OF FILING: KHARLAMOVA DECLARATION AND DOCUMENTS-Page 2 of 2 Cynthia Stewart v. Midland Funding, LLC et al., Case No. 3AN-11-12054 CI

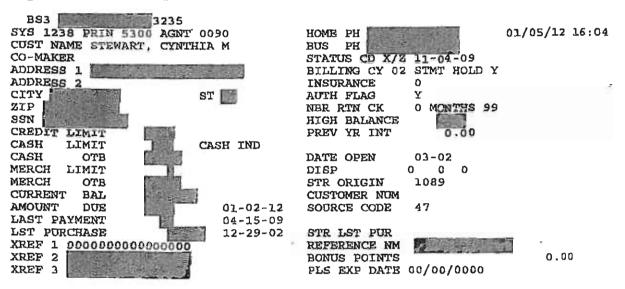
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DECLARATION FOR RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITY

Re: No	otice of Records De	positions, and Subpoena		
		Exh. A thereto, in		
		ng LLC, et al., Case No.		
	1-12054 Civil (Ala			
	nt Holder: Cynthia	OFFICE PLANE CONTRACTOR		
Accou	nt Number:	3235		
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I,	WOUND KIND	<u>دد اه استماه</u> declare that I	am employed by	History Management he Bank's Corp.
(the "E	Bank") in the	regal	_ Department and am t	ne Bank's Corp.
_	*	ed Custodian of Records	•	
_		ve referenced legal order.		-
		leems appropriate in the	event an actual appeara	ince is required
concer	ning the records p	roduced herein.		
m)				
	•	erewith are true and corr	•	
	-	e above-referenced Notic	-	-
	-	bove referenced case. I c	ertify the authenticity o	if the records and
that th	ey were:			
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	matters.			
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ь.	Repelli ale cours	conducted t	iouvily.	
C.	Made by the regu	larly conducted activity a	s a regular practice, by	the personnel of
-	the business.		o a coBaiac process, 5)	
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I decla	re under penalty o	of perjury under the law(:	s) of the State of South 1	Dakota that the
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Custo	Harr of Records	GINA I PTEINING		Mariya Kharlamova egal Support Special
		GINA J. STEINEKE Notary Public	Citi Citi	egal Support Specialist
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STEWART, CYNTHIA M**	ACCOUNT # ** ** ** ** ** ** ** ** ** ** ** ** *	3235 PAGE 01 OF 01 AK*99501-5344*
ARCHIVE DATE: 02/21/2018 OVRRIDE DATE: OPERATOR:	USERID: EGV DATE: 02/21/2009 TIME: 17:24:06	USERID: EGV DATE: 02/21/2009 TIME: 17:24:06
MEMO TYPE: PERM JAN 2009 CIT - SEG A027 - :	TERMID: CIT2	TERMID: CIT2

PF3=RETURN PF5=PI1 PF7=BACKWARD PF6=FORWARD PF10=PREV MEMO PF11=NEXT MEMO

Date: 1/5/2012 Time: 5:06:52 PM

Notice of Change in Terms, Right to Opt Out and Information Update

These changes apply to your account ending in the last four numbers that appear after your name on the envelope used for this matting.

The Changes. We, Cilibank (South Dakota), N.A., are changing your card agreement and replacing it with a new one. The changes will be effective for all billing periods that begin on or after February 3, 2009. The changes will be effective whether or not you receive a billing statement.

We have identified below some of the changes to your card agreement (listing the title of the new section). For complete details regarding those changes, please review the entire section of your new card agreement. Your new card agreement is enclosed. Supplemental Pricing Information ("Supplement"), which is part of your new card agreement, follows this notice.

- APRs., This section, its subsections and the Supplement describe the annual percentage rates ("APPr's); how we determine any APRs based on the U.S. Prime Rate; how all APRs may automatically increase to the default APR if you do not make the minimum payment when due, go over the credit line, or make a payment to us that is not honored; and the effect of APR increases. The regular Sears purchase APR is increasing. The regular External APR is increasing. The cash access APR is increasing. The default APR is increasing. See the Supplement below for complete rate information.
- Promotions. This section describes that we may offer you promotional terms.
- Periodic Finance Charges Based on APRs. This section and its subsections describe periodic finance charges, when periodic finance charges begin, the grace period on purchases, the calculation of periodic finance charges, the balance subject to finance charge, and the minimum finance charge and how we determine it. The minimum FINANCE CHARGE is increasing to \$2.
- Transaction Fee for Cash Access and Balanco Transfers. This subsection describes the transaction fee for each access and belence transfers. This fee is 3% of the amount of each cash access transaction or balance transfer, but not less than \$5. This fee is a FINANCE CHARGE.
- Transaction Fee for Foreign Purchases, This subsection describes how we calculate the fee for foreign purchases, which is chenging. This fee, a FINANCE CHARGE, will be 3% of the U.S. dollar amount of each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency.

MID0051

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- Other Fees. This section and its subsections describe other fees, These include the late payment fee, the overthe-credit-line fee, the returned payment fee, the returned convenience check fee, and the stop payment on convenience check fee. The late payment fee is \$15 on balances up to \$50; \$39 on balances of \$50 and over. The overthe-credit-line fee, the returned payment fee, the returned convenience check fee, and the stop payment on convenience check fee are increasing to \$39.
- · Payments. This section and its subsections describe the minimum payment, how we calculate it, how we apply payments, and payment instructions.
- · Arbitration. This section and its subsections describe arbitration, how arbitration works, what claims are covered, and survival and severability of terms.

Right to Opt Out. To opt out of these changes, you must call or write us by March 31, 2009. When you do, you must tell us that you are opting out. Call us at the toll-free number shown on your account statement or on the back of your card. (Please have your account number available.) Write us at PO BOX 6280, Sloux Falls, SD 57117-6280. (Include your name, address, and account number on your letter.) If you opt out of these changes, we will close your account, unless it is already closed. You must then repay the balance under the current terms.

Information Update

Payment requirements. Payment requirements (including the requirement that payment be received at our processing facility by 5 p.m. local time there to be credited as of that day) will be on your billing statement.

Optional Pay by Phone Service. The card agreement contains a subsection that describes our optional Pay by Phone Service.

We hope you choose to take full advantage of your credit card account and all the benefits and services we offer you. Please save this document for future reference.

SUPPLEMENTAL PRICING INFORMATION

This Supplemental Pricing Information is part of your card agreement. The variable annual percentage rates and daily periodic rates shown below are as of December I, 2008.

-	Current	Current DPR	US Prime Rate plus
Regular Internat Purchases	23.99%	0.0658%	[9.99%
Regular External Purchases	23.99%	0.0658%	19.99%
Cash Access	26,99%	0.0740%	22.99 ₩
Default+	29.99%	0.0822%	up to 23.99%

⁺ The default rate is the U.S. Prime Rate plus up to 23,99%, or up to 29,99%,

whilelever is greater.
Abbreviations: APR means annual percentage rate; DPR means daily percentage rate.

CARD AGREEMENT

This Card Agreement is your contract with us. It governs the use of your card and account. The Supplemental Pricing information ("Supplement") is part of this Agreement. Please read this Agreement, including the Supplement, carefully. Keep both for your records.

FACTS ABOUT RATES AND FEES

This is a summary of rates and fees on your account.
Please see the related sections of this Agreement
for more complete information.

RATES—FINANCE CHARGES

Purchase and Cash Access APRs. See Supplement. All APRs based on the Prime Rate may vary each billing cycle.

Default APR. See Supplement. The default APR equals the greater of (1) the Prime Rate plus up to 23,99% or (2) up to 29,99%. All APRs may automatically increase to the default APR if you do not make the minimum payment when due, go sver the credit line, or make a payment to us that is not honored. Minimum Finance Charge, S2.

TRANSACTION FEES—FINANCE CHARGES Cash Access and Balance Transfer Fee. 3% of each transaction; \$5 minimum.

Foreign Purchase Fee, 3% of the U.S. dollar amount of each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency.

OTHER FEES

Late Payment Fee. \$15 on balances up to \$50; \$39 on balances of \$50 and over.

Over-the-Credit-Line Fee. \$39.

Returned Payment Fee. \$39.

Returned Convenience Check Fae. \$39.

Slop Payment on Convenience Check Fee. \$39.

When can we change the rates, fees, and terms of this Agreement? We may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may be based on information in your credit report or general market conditions. If the change will cause a rate or fee to increase, you will receive advance notice and a right to opt out. If you opt out, we will close your account. You can then pay the remaining balance under the old rates, fees, and terms.

Definitions

account means the relationship established between you and us by this Agreement.

APR means an annual percentage rate.

authorized user means any person you allow to use your account.

card means one or more cards or other access devices that we give you to get credit under this Agreement. This includes account numbers.

External purchase means any purchase involving a non-Sears entity. Balance transfers will be treated as External purchases unless otherwise provided in this Agreement.

Sears means Sears Holdings Corporation and its participating affiliates, subsidiaries and licensees.

Sears purchase means any purchase involving a Sears entity. wa, us, and our mean Citibank (South Dakota), N.A., the issuer of your account.

you, your, and yours mean the person who applied to open the account. It also means any other person responsible for complying with this Agreement.

Your Account

You agree to use your account in accordance with this Agresment. You must pay us for all amounts due on your account. This Agreement is binding on you unless you close your account within 30 days after receiving the card and you have not used or authorized use of the card. Your account must only be used for lawful transactions.

Authorized Users. You may request additional cards for authorized users. Each authorized user is your agent and may use, manage, and receive information about the account to the same extent as you, subject to any.limitations we may impose. You must pay us for all charges made by authorized users. You must pay us even if you did not intend to be responsible for those charges. You must notify us to withdraw any permission you give to an authorized user to use your account.

Joint Accounts. If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the account is used by only one of you. You will continue to be liable for the entire balance of the account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fells to pay as ordered by the court. Your account status will continue to be reported to the credit bureau under each of your names. The delivery of notices or account statements to either of you serves as delivery to each of you. We may rely on

instructions given by either of you. We are not flable to either of you for relying upon such instructions.

Credit Line. The full amount of your credit line is available to use where the card is honored. We will notify you separately if your account has a cash access feature. If it does, part of your credit fine is called the cash access fine. It is available for cash access transactions, if your account does not have a cash access feature, the terms of this Agreement retailing to cash access feature, the terms of this Agreement retailing to cash access feature, the terms of this Agreement retailing to cash access feature, the terms of this Agreement retailing to cash access feature, the terms of this Agreement retailing to cash access line at any time for any rease out on apply to your account. We may reduce the potter and the pour total balance below the credit fine. However, if the total balance goes over your credit fine you still must pay us. If your account has a credit balance, we may reduce the credit balance by any new charges on your account. You may not meintain a credit balance in excess of your credit fine.

Checks. We may provide you with convenience checks. When we do, we will tell you in writing whether they may be used for balance transfer transactions or cash access transactions. If we tell you they may be used for balance transfer transactions, any use will be a balance transfer transaction. You may use them to transfer a balance to your account or make other transactions. If we tell you they may be used for cash access transactions, any use will be a cash access transaction even if you use the check to make a payment to another creditor. You may not use convenience checks to pay an amount owed to us under this Agraement or any other Card Agraement you have with us. We do not certify these checks or return any checks that have been paid.

Account Statement. Your account statement shows the Account Balanca. This is the total amount you owe us on the Billing Cycle Closing Data. To determine the Account Balanca, we begin with the total balance at the start of the billing cycle. We add any purchases or cash access transactions. We subtract any credits or payments. We then add any periodic finance charges or fees and make other adjustments.

Your account statement also shows your transactions; the minlmum amount due and payment due date; your credit line and cash access line; and your periodic finance charges and fees.

We deliver an account statement to only one address. You must notify Gustomer Service of a change in address. We may stop sending you statements if we deem your account uncollectible. We may also stop sending you statements if we send your account to an outside agency or attorney for collection. Periodic finance charges and lees continue to add up even if we stop sending statements.

APRS

APRs Based on Prime, if any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. The additional amount appears on the Supplement. For each billing cycle we catculate the Prime Rate two business days before the Billing Cycle Closing Date. At that time, we select the highest Prime Rate published in The Wall Street Journal within the last ninety days, if the Prime Rate changes any APR, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If The Wall Street Journal does not publish the Prime Rate, we will use a similar published rate. Default APR. Your APRs (including promotional APRs) on

Default APR. Your APRs (including promotional APRs) on your balances (including any purchase balances and accrued finance charges on those balances subject to promotional terms) may automatically increase to the default APR, and your promotional terms may end, if you default under any Card Agreement you have with us because you do not make the minimum payment when due,

- · go over the credit line, or
- make a payment to us that is not honored.

The default APR equals the greater of (1) the Prime Rate plus up to 23.99% or (2) up to 23.99%. We set your default APR by reviewing the seriousness of your default with us and your credit history. The default APR takes effect as of the first day of the billing cycle in which you default. We will lower the APR for all befances at the default APR if you meet the terms of all Card Agreements you have with us for twelve billing cycles in a row. We may lower these APRs sooner based on your record with us. Effect of APR increases. If an APR increases, periodic linance charges increase. Your minimum payment may increase as well.

Promotions

We may offer you promotional terms for all or a part of any balances. Any promotional terms may apply for a limited peri-od of time. They will be governed by the terms of the promo-tional offer and this Agreement. They may include Deferred Interest offers described below.

Deferred Interest. We will not impose finance charges on this balance if you pay it in full by the end of the promotional period. If you do not pay it in full by then, we will impose finance charges on this balance. We will impose these finance charges at the APR for regular Sears purchases or at the default APR if it applies. The promotional period will end if it expires or otherwise terminates. It will terminate if you default under any Card Agreement you have with us because you do not make the minimum payment when due, go over the credit line, or make

a payment to us that is not honored. The ofter will tell you if we do not require minimum payments on this balance during the promotional period. The offer also will tell you if we require separate minimum payments.

Periodic Finance Charges Based on APRs Periodic Finance Charges. We impose periodic finance charges when we apply APRs to your account balances. We do this evary day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

When Periodic Finance Charges Begin, Periodic finance charges begin the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases, balance transfers, and cash access transactions. They also include finance charges and fees. We continue to impose periodic finance charges until we credit your account with full payment of the total amount you owe us.

Grace Period on Purchases. You can avoid periodic finance charges on purchases, but not on balance transfers and cash access transactions. This is called a grace period on purchases. The grace period is at least 20 days. To get the grace period on purchases, pay the following amount by the due date every billing cycle:

the Account Balance, less
 any Deferred Interest balances that expire after the due

· any required minimum payments on your Deferred Interest balancés.

If you do not, you will not get a grace period unless you pay the above amount by the due date for two billing cycles in a row. In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the due date. If either is the case, the promotional offer will describe what happens.

Ceicutation of Periodic Finance Charges. We calculate periodic finance charges each billing cycle. To do this:

• We start with each of your different balances. These balances include, for example, regular Sears purchases, balance transfers, other regular External purchases, Old Balances, cash access transactions, and different promotional balances. (When we calculate periodic finance charges, we treat each Deferred interest transaction separately even if it has the same terms as another Deferred. rately even if it has the same terms as another Deferred

Interest transaction.)

• We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any periodic

finance charge on the previous day's balance. (This results in daily compounding of finance charges.) We add any new charges. We then subtract any new credits or payments.

• We multiply each daily balance by the daily periodic rate that applies to it. (You authorize us to round the result to the nearest cent.) We do this for each day in the billing cycle. This gives us the daily periodic linance charges for each of your different balances.

• We add up all the daily periodic finance charges. The sum is the total periodic linance charge for the billing cycle.

When we calculate daily balances, we add a purchase, balance transfer, or cash access transaction to the appropriate daily balance as of the transaction date. (This date may appear on the account statement as the Sale Date or the Transaction Date). (The transaction date for a balance transfer or cash access trans-(The transaction date for a balance transfer or cash access transaction is the date we get a request to complete a transaction. When you send a conventence check directly to someone, the transaction date is the date we receive the check for payment.) We add a transaction fee to the same balance as the transaction. We add other fees, including credit protection fees and insurance charges, to the regular Sears purchase balance. We add any remaining balance from a balance transfer at a promotional APR to the regular External purchase balance. We do this on the day after the promotional period expires. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero. Balance Subject to Finance Charge. For each different balance, your statement shows any balance subject to finance charge. The balance subject to finance charge is the average of the daily balances during the billing cycle. A billing cycle begins on the day after the Billing Cycle Closing Date of the previous billing cycle. It includes the Billing Cycle Closing Date of the current billing cycle.

You can use your account statement to calculate periodic finance charges. For each different balance multiply the balance subject to finance charge by its daily periodic rate. Multiply that amount by the number of days in the billing cycle. The result is the total periodic finance charge on that balance. Rounding may cause a small difference.

Minimum Finance Charge. If the total periodic finance charge is less than \$2, we charge a minimum FINANCE CHARGE of \$2. We add the additional amount to the regular Sears purchase balance or to one or more of the balances that is assessed a periodic finance charge.

Transaction Fees

Transaction Fee for Cash Access and Balance Transfers. You make a cash access transaction if you use a cash access con-

venience check; get money through an automated teller machine (ATM); or get money through home banking or a financial insti-(AIM); or get money inrough nome banking or a tigatical insti-tution. You also make a cash access transaction if you make a wire transfer; buy a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction. You make a balance transfer if you use a balance transfer con-venience check or contact us to transfer a balance. For each cash access transaction or balance transfer we add a transaction fee FINANCE CHARGE of \$% of the amount of the cash access transaction or balance transfer but not less than \$5. transaction or balance transfer, but not less than \$5.

Transaction Fee for Foreign Purchases. We add a fee of 3% of the U.S. dollar amount of each purchase made outside the U.S. whether made in U.S. dollars or in a foreign currency. This fee is a finance charge.

Other Fees

Late Payment Fee, For each billing cycle, we add a late payment fee if you do not pay the Total Minimum Due (less the Amount Over Credit Line shown on your account statement) by the payment due date. This fee is based on your account belance at the time the late payment fee is added. The fee is \$15 on balances up to \$50; and \$39 on balances of \$50 and over. We add this fee to the regular Sears purchase balance.

Over-the-Credit-Line Fee. We add a \$39 fee for each billing cycle that the Account Balance goes over your credit line. We add this fee even if transactions we authorize are a reason the Account Balance goes over your credit line. We add this fee to the regular Sears purchase balance.

Returned Payment Fee. We add a \$89 lee if a payment check or similar instrument is not honored or is returned because it cannot be processed. We also add this fee if an automatic debit is returned unpaid. We assess this fee the first time your check or payment is not honored, even if it is honored upon resubmis-sion. We add this fee to the regular Sears purchase balance.

Returned Conventance Check Fee. We add a \$39 fee if we do not honor a conventence check. We may not honor these checks if the amount of the check would cause the balance to go over the cash access line or credit line. We may also not honor these checks if you default; if you did not comply with our instructions regarding the check; if your account has been closed; or for other reasons. We add this fee to the regular Sears purchase balance.

Stop Paymont on Convenience Check Fee. We add a \$39 ise if we honor your request to stop payment on a convenience check. To stop payment on a convenience check write us at P.O. Box 6275, Sloux Fells, SD 57117. You can also call the Customer Service number on the account statement. If you call, you must confirm the call in writing within 14 days. A written stop pay-

ment order is good for 6 months unless renewed in writing. We add this fee to the regular Sears purchase balance.

Information on Foreign Currency Conversion Our network provider is MasterCard, MasterCard converts transactions in foreign currencies into U.S. dollars, MasterCard follows its own procedures to do so. These may change from time to time without notice, Currently, MasterCard uses a conversion rate in effect one day before its transaction processing date, it uses a government-mandated rate if required to do so. If not, it uses a wholesale market rate, A third party may convert a transaction into U.S. dollars or another currency before sendion it to MasterCard in these cases the bird nature. sending it to MasterCard. In these cases, the third party selects the conversion rate, in all cases, the conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the transaction's sale date or post date.

Payments

Total Minimum Due, You must pay at least the Total Mini-mum Due by the payment due date each billing cycle. The sconer you pay the Account Balance, the less you will pay in periodic finance charges.

- periodic finance charges.

 We calculate the Total Minimum Due as follows. We begin with any past due amount. We add any amount in excess of your credit fine. We also add any additional amount specified in a promotional ofter. We then add the largest of the following:

 The Calculated Account Balance if it is less than \$10;

 \$10 if the Calculated Account Balance is at least \$10;

 1% of the Calculated Account Balance (the result is rounded up to the nearest dollar) plus your billed periodic finance charges on the Calculated Account Balance and any applicable late payment fee. For this purpose, billed periodic finance charges do not include periodic linance charges that accrued during prior billing cycles on a Deferred Interest balance that ended during the billing cycle covered by the statement; or

 1.5% of the Calculated Account Balance. (The result is rounded up to the nearest dollar.)

The Calculated Account Balance is the Account Balance on your account statement, less any balances subject to one of two types of promotional terms. The first are terms that do not require a minimum payment. The second are terms that require an additional amount as part of the Total Minimum Due. The Total Minimum Due is never more than the Calculated Account Balance plus any edditional amount required by

Application of Payments. You authorize us to apply payments and credits in a way that is most favorable or conven-

tent for us. This may include applying payments and credits to low APR balances first and to balances with longer promotional periods first.

Payment Instructions. We credit your payments, in accordance with our payment instructions on the account statement. You must pay us in U.S. dollars. To do so, you must use a check, similar instrument, or automatic debit that is drawn on and honored by a bank in the U.S. Do not send cash. We can accept late or partial payments, or payments that reflect "paid in full" or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your account in U.S. dollars after deducting any costs incurred in processing your payment. Or we may bill you separately for these costs. Optional Pay by Phone Service to make your payment by phone. To do so, call us to request the service. Each time you do, you agree to pay us the amount shown in the Pay by Phone section on the back of the account statement. Our representatives are trained to tell you this amount whenever you call to use the service.

Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. We may report account information in your name and the names of authorized users. We may also obtain follow-up credit reports on you.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the account statement. We will investigate the matter. We will then tell you if we agree or disagree with you, if we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

Information Sharing

You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

Changes to this Agreement

We may change the rales, fees, and ferms of this Agreement at any time for any reason. These reasons may be based on information in your credit report or general market conditions. Any changes we make may add, replace, or remove

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provisions of this Agreement. They may also change your rights and obligations under this Agreement as well as ours. These changes are binding on you unless you have the right to opt out and you choose to opt out by following our instructions.

You will have a right to upt out if the change will cause a rate or tes to increase. In that case, we will mail you advance written notice of the change. We will do this at least 15 days before the beginning of the billing cycle in which the change takes effect. If you do not agree to the change, you can upt out by contacting us. You must do this within 25 days of the effective date of the change. If you upt out, we will close your account. You can then pay the remaining balence under the old rates, fees, and terms. If you use the card after the effective datage, you will be deemed to have accepted the change. This applies even if the 25 day opt out period has not expired.

Default

You default under this Agreement If you fail to pay the Total Minimum Due by its due date; go over your credit line; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; file for bankruptcy; fail to comply with the terms of this Agreement; or default under any other Card Agreement that you have with us. If you default, we may close your account and demand immediate payment of the total balance.

Refusal of the Card, Closed Accounts, and Related Provisions

Refusal of the Card. We do not guarantee approval of transactions. We are not liable for transactions that are not approved. That is true even if you have enough credit. We may limit the number of transactions approved in one day. If we delect unusual or suspicious activity, we may suspend your credit privileges.

Preauthorized Charges. We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default; if the eard is lost or stolen; or we change your account for any reason. If we do this, you are responsible for paying the third party directly if you wish to do so. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

Lest or Stolen Gards. Account Numbers, or Convenience Checks. You must call us if any card, account number, or check is lost or stolen. You must also call us if you think someons used or may use them without permission. When you call, we may require you to provide information to help our investigation, We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges.

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Closing Your Account. You may close your account by notifying us in writing or over the phone. If you close your account, you must still repay the total balance in accordance with this Agreement. We may also close your account or suspend account privileges at any time for any reason. We may do this without prior notice to you. We may also relissue a different card at any time. You must return any and to us hour require. time. You must return any card to us upon request.

ARBITRATION
PLEASE READ THIS PROVISION OF THE AGREEMENT
CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE
RESOLVED BY BINDING ARBITRATION, ARBITRATION
REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE
RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A
CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION,
A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A
JUDGE OR JURY, ARBITRATION PROCEDURES ARE SIMPLER
AND MOBE LIMITED THAN COURT PROCEDURES AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandalory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

What Claims are subject to arbitration? All Claims relating to your account, a prior related account, or our relationship are your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional legal through the provision of the provis tort), fraud, agency, your or our negligence, statutory or regula-tory provisions, or any other sources of law; Claims made as tory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may average relief only on an individual (non-class, non-representative) basis.

Whose Claims are subject to arbitration? Also only averaged Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employae, agent, reprasentative, affiliated company, predecessor or successor, helr, assignee, or trustee in bankruptcy.

What time frame applies to Claims subject to arbitration? Claims

arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

How does a party Initiate arbitration? The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association 1633 Broadway, Floor 10 New York, NY 10019 Web Sile: vww.adc.org National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 Web sile: vww.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a linal judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a relized or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filled unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or

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us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive jaw consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or vie may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of eny other person, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the Initial filing (e.e. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any illigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration, However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a

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panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after filteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

or other applicable law.

Survival and Severability of Terms
This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

Governing Law and Enforcing our Rights Governing Law. Federal law and the law of South Dakota, where we are located, govern the terms and enforcement of this Agreement.

Enforcing this Agreement. We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

Collaction Costs. To the extent permitted by law, you are liable to us for our legal costs if we refer collection of your account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

Assignment. We may assign any or all of our rights and obligations under this Agreement to a third party.

For Further Information

Call us toll-free for further information. Call the toll-free

Customer Service telephone number shown on the account

statement or on the back of your card. You can also call local

or toll-free Directory Assistance to get our telephone number.

Ken Slork President & CEO Cillbank (South Dakota), N.A. P.O. Box 6000 Sloux Fails, SD 57117

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Spanish Language Translation
As a customer service, we will provide you with a copy of this Agreement in Spanish upon your request and for your convenience. To obtain such a copy, write to us at P.O. Box 6275, Sloux Falls, SD 57117, or call us at 1-800-669-8488.

Como un servicio a nuestros clientes, le proveeremos una copia de este Acuerdo en español si usted así lo solicita. Para obtener dicha copia, puede escribirnos al P.O. Box 6275, Sioux Falls, SD 57117, o llamarnos al 1-800-669-8488, y solicitar una versión en español de este Acuerdo.

· What To Do If There's An Error In Your Bill.

Your Billing Rights. Keap This Holles 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 account statement is wrong, or if you need more information about a transaction on your account statement, write to us (on a separate sheet) as soon as possible at the address provided in the Billing Rights Summary portion on the back of your statement. We must hear from you no later than 60 days after us continuity the first theorems an which the 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 fetter, give us the following information:

• Your name and account number.

- The dollar amount of the suspected error.
 Dascribe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.
 Please sign your letter.

if you authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment you must tell us at least three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive

Your Highs and our Hesponsionates Arter 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 your account statement was correct. After we receive your letter, we cannot try to collect any amount you question, or report your account as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any

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unpaid amount against your credit fine. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your balance that are not in question.

If we find that we made a mistake on your account 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 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 it is due.

If you fall to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not salisity you and you write to us within 10 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 and address of anyone to whom we reported your account information. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$60 of the questioned amount, even if your account statement was

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 limitallons on this right:

You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current address; and

The ourchase price must have been more than \$50.

- The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the mer-chant, or if we mailed you the advertisement for the property or

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Sears MasterCard®

Call us at 1–800–669–8488 Go to www.seaiscard.com Write to us at PO Box 6282 Sloux Falls, SD 57117–6282

CYNTHIA M STEWART
Account Number: 3235
Page 1 ol 1

Payment Dua Data 12/02/08

Your Account Summary

Billing Cycle Closing Date Amount Over Credit Line Amount Past Due Mikimum Due

11/04/08

Previous Balance Payments & Credits Purchases & Debits Other Charges FINANCE CHARGES Account Balance



Your Credit Summery

Total Credit Line Available Credit Line Cash Access Une Available Cash



Activity s

Sale Date Post Date

ab Des

Amount

10/20/08 10/20/08

PAYMENT -THANK YOU

Rates "Hato Varies

Average Daily Balance Belance Corresponding ANNUAL PERCENTAGERATE Periodic Rate D=Day M=Month

FINANCE

SEARS
REGULAR
EXTERNAL
REGULAR
CASH ACCESS
REGULAR

REGULAR Days in BRing Period; 29



Cardmember News

The Sale Data is the Transaction Date.

Please follow payment instructions on reverse side. Payment must be received by 5:00 p.m. local time on Payment Due Date.

Sears MasterCard®

Account Number: 3235

Account Balanca

Dup Date

Minimum Duo

Azzount Enclosed

0000174 60 02 0

08309 1 TXS502 #UG 001 7 N

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idalah shindhalah bahalah halah dal Maka deek payaba to SEARS CREDIT DARDS

CYNTHIA M STEWART
MILWAUKEE WI 53219-3200

SEARS CREDIT CARDS PO BOX 183082 COLUMBUS, OH 43218-3082

Piesso make address corrections above.

100 5121079704073235 0272357 0005700 0005700 0216

Accounts a section in The Account Statement describes Account activity desiring a billing cycle, which is a posted of about one recount ending on the Balling Cycle Doctory Dake ("Billing Robe"). The Account Statement shows a Payment Dave Date and has a groce period of roll less than 20 days between the Balling Date and the Payment Dave Date.

Final (CE CHARDES

We colculate periodic rate Finance Charges separately for each betwee type applicable
to the Account-Sear regular purchases, old Satunces, Esternal regular purchases,
and Cach Account-Sear regular purchases, old Satunces, Esternal regular purchases,
and Cach Account-Sear regular purchases on may cited special prometion subject
to different terms. The periodic Finance Charges for transactions subject to these views will also be calculated as expensibly, for periodic rate Finance Charge citation
perpenses, Deterral Phymnet Balances are invested little Sears regular purchases unless
although the Charge Charge Charges are provided in complication with a particular promotional order.

When a pedicit Finance Charge is Imposed, the Finance Charge is imposed for each belance type explication to the Account by 61 busing each daily belance, (ii) multiplying that fully business by the applicable daily periodic rate, and fing article beginned the coulding ameture for each day in the busing cycle. The fably periodic Finance Charge for the busing cycle. The fably periodic Finance Charge for the business of the periodic Finance Charge for the perio

These is a minimum FINANCE CHARGE of up to \$1.00 on the account for any billing cycle in which a FINANCE CHARGE is due.

To determine the drifty betwee for each bosines type applicable in the Account, we take the beginning betwee for each botines type reds day, and any new transactions of that type and any my add finance to cash pathers account from the previous day on first betwee type, effecting opportunity and costicts posted that day to that between the add make other adjustments. Acrost holisone is treated us a bulsance of zero, frew transactions are adjusted to the day between as of the inter of the transaction dails or the first day of the billing eyid in which they are posted to the Account. Cash Access Transaction Fees, household regiment free and all other fees are included in the delty helence of Status register practices are of the data they are posted in the Account. He frience Charge Battances are included in the delty helence of Status register practices are included in the delty helence of Status register practices are full to data they are posted to the Account. He frience Charge Battances are included in the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the data they are posted to the Account and the Acc

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Proper Forms For a paymont seat by mad or coviner to be in proper form, you mast:

- Enclose a valid elects or money order the cash, gift cards, or familya covering pietes

- Include your name and ecround number on the frent of your check or money order.

Sending an eligible check with the payment coupon districtives us to complete the payment by electronic debit. If see do, the checking account will be debited in the procural on the check, as soon as the day we receive the check, and the check will be destroyed.

- Other Payment Options:

 Visit www.Sours.Card.com and sign up for online jayments, it we receive your request to make an online payment by 5 p.m. Eastern time, we will credit your payment as of that card, it was receive your request to make an online payment all relations, we will credit your payment on the read day.

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 Payment must be received in proper form at the proper address by 5 p.m. Eastern Fincia needs to be credited as of that days. Alt poyments to received in proper thim at the proper address of the rest day.

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Special Bride for Gredit Cord Purchases

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The purchase price must have been cover than SSO.

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This account is issued by Cilibank (South Dakota), K.A.

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Sears MasterCard®

Call us at 1-600-069-6488 Go to www.searscord.com White to us at PO Box 5282 Stour Falls, 6D 67117-6282

CYNTHIA M STEWART Account Number: 3235 Page 1 of 2

Payment Oue Date 12/31/08

Your Account Summary

Billing Cycle Closing Date Amount Over Credit Line Amount Past Ove Minkaum Due

Previous Balance Payments & Credits
Purchases & Debits
Other Charges
FINANCE CHARGES Account Balance



Your Credit Summary

Total Credit Line Available Credit Line Cash Access Line Available Cash



You're in charge.

We may have the payment solution just for you, and you're in control of how you do it.

- Manage your account online OR by phone

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Contact us today -- we can help.

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Please follow payment instructions on reverse side. Payment must be received by 5:00 p.m. local time on Payment Due Date.

Sears MasterCard®

Account Number: 3235

Account Balance

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12/31/08

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MILWAUKEE WI 53238-3122

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MANU check payable to SEARS CREDIT CARDS PO BOX 163062 COLUMBUS, OH 43218-3062

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ACCOUNT STATEMENT

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This account is issued by Clibank (Conta Daketa), N.A.

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Sears MasterCard®

Belance

Crit us at 1-400-669-8488 Co to winn, spatround com Write to us at PO Box 0282 Stoux Folis, 8D 57117-6282

CYNTHIA M STEWART
Account Number: XXXX XXXX XXXX 3235 Pago 2 of 2

Paymont Due Date 12/31/06

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Periodic FINANCE CHARGE

SEARS REGULAR EXTERNAL REGULAR CASH ACCESS

Days in Bling Peded: 71



Cardmembar News

The Sale Date is the Transaction Date.

The Effective ANNUAL PERCENTAGE RATE includes all transaction and periodic finance charges imposed this billing period on all balances on which finance charges were imposed, if the "Effective ANNUAL PERCENTAGE RATE" is IVA, no greance charges gitter adjustments; were imposed bills billing period.

Finance charges may be accusing on promotional balances and may be billed to your account under the lettue of the promotional effer, Refor to the corresponding APR for the APR that applies to each balance.

C18 us at 1-800-009-8488 Go to www.xabracprd.com Write to us at PO Dex 6282 Statut Fella, SD 67117-6282

CYNTHIA M STEWART
Account Number: 2235
Page 1 of 2

Payment Due Oata 02/02/09

Your Account Summary

Eilling Cycle Closing Date Amount Over Credit Line Amount Pest Due Minimum Due

Previous Balence Payments & Credita Purchasos & Dobits Other Charges FINANCE CHARGES Account Balance



Your Credit Summary

Total Credit Line Available Credit Line Cash Access Line Available Cash



 Activity
 Sale Date
 Post Date
 Description
 Amount

 12/09/08
 12/09/08
 PAYMENT -THANK YOU

YOUR TOTAL ACCOUNT BALANCE IS OVER THE CREDIT LIMIT, PLEASE PAY THE OUTFERENCE BETWEEN YOUR CREDIT LIMIT AND YOUR CURRENT TOTAL ACCOUNT BALANCE, IF YOU HAVE ALREADY SENT US THIS PAYMENT, THANK YOU.

Please follow payment instructions on reverse side. Payment must be received by 5:00 p.m. local time on Payment Due Date.

Sears MasterCard®

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MILWAUKEE WI 52219-5122

Maka chack payable to SEARS CREDIT CARDS PO SOX 183082 COLUMBUS, OH 43218-3882

Piease make address corrections above.

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ACCUUM STATEMENT The Accumit Statement decorders Accumit activity through ability cycle, which is a period of about our month energy control Briting Cycle Dockey Date (*1 Billing Date (*), The Accumit Systeman's Money at Payment Date Date and Date agrees, period of not less than 20 drys deciment the Briting Date accides Payment Date Date.

FINANCE CHARGES

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Important Paymont Instructions

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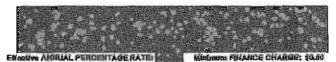
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Paymont Due Date 02/02/09

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CASH ACCESS
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Days in Billing Period: 33



Cardmembor Nows

PLEASE SEE THE ENCLOSED NOTICE OF CHANGE IN TERMS FOR IMPORTANT INFORMATION,

Please see the enclosed privacy notice for important information.

The Sale Date is the Transaction Date.

The "Elective ANNIAL PERCENTAGE RATE" includes all transaction and periodic finance charges imposed this billing period on all belances on which finance charges were imposed, if the "file-clive ANNIAL PERCENTAGE RATE" is N/A, no finance charges (after adjustments) were imposed this billing period.

the prince charges may be according an promotional balances and may be billed to your account under the terms of the promotional older. Refer to the corresponding APR for the APR disal applies to each balance.

Call us at 1-800-660-8488 Go to www.searsepid.com Vilka to us at PO Box 6282 Sious Falls, SD 67117-6282

CYNTHIA M STEWART
Account Mumbers 3235 Page 1 of 2

Payment Due Date 03/03/09

Your Account Summary

Billing Cycle Closing Date Amount Over Credit Line Amount Past Due Minimum Due

02/03/09

Previous Balanco Payments & Credits
Purchases & Debits
Other Charges
FINANCE CHARGES
Account Balance



Your Credit Summary

Total Credit Line Available Credit Line Cash Access Line Available Cash



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PERCENTAGE HATE Avoraga Dolly Balance

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Cardmembar News

The Solo Date is the Transaction Date.

Please follow payment instructions on reverse side. Payment must be received by 5:00 p.m. local time on Payment Dee Date.

Sears MasterCard® Account Number, 3235

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CYNTHIA M STEWART MEWAUKEE WI 53219-3122

Make check payable in SEARS GREDIT CARDS PO BOX 183082 COLUMBUS, OH 43218-3082

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ACCOUNT STATEMENT

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FINANCE CHARGES

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Call as at 1-800-869-8488 Go to yww.andrectrol.com While to us at PO Doy 8202 Skour Fells, SD 57117-5292

CYNTHIA M STEWART Acteun; Number: XXXX XXXX XXXX 3236 Page 2 of 2 197

Payment One Date 03/03/09

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Call us at 1-800-669-8480 Go to wywy.coerscord.com White to us at PO Box 8282 Store Falls, SD 87157-6282

CYNTHIA M STEWART
ACCOUNT Number 3236 Page 1 of 2

Payment Buo Date 04/01/09

Your Account Summary

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Your Credit Summary

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Please follow payment instructions on reverse side. Payment must be received by 5:00 p.m. local lime on Payment Due Date.

Sears MasterCard®

Account Number: 3235

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<u>New Address</u> If your address has changed, please print any changes below

Name:

Street Address:

City, State, Zip:

Phone:

Cat us 41 1-800-600-8488 Go to www.sepsecrit.com Write to us at PO Box 5282 6loux Felix, SD 57117-6202

CYNTHIA M STEWART Account Number: XXXX XXXX XXXX 3235 Page 2 of 2 print

Payment Dua Date 04/01/09

Cardmomber News

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Finance charges may be securing on prenational balances and may be billed to your account under the larms of the premational offer. Refer to the corresponding APR for the APR that applies to each balance.

Call us at 1-800-669-8488
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CYNTHIA M STEWART
Account Number: 3235
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04/03/09

Payment Due Date O5/D1/O9

Your Account Summary

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Previous Balance Payments & Credits Purchases & Debits Other Charges FINANCE CHARGES Account Balance



Spring is about fresh starts.

So let us help you take a new look at bringing your account current.

This spiting it a good lime to take care of your past due amount and make a new beginning on your account. And the good news is, you don't have to do it alone. We're here to help with payment programs and sciulions for you to consider We'll listen to your concerns and suggest ways you can make a clean sweep.

Let up work with you-and together we can find a payment solution that may help you bring your account ourrent and avoid late face,

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Your Credit Summary

Total Credit Line Available Credit Line Cash Access Line Available Cash



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THE AMOUNT DUE SHOWN ABOVE INCLIDES A PAST OUE AMOUNT. YOU SHOULD SEND THE ENTIRE AMOUNT DUE NOW, IF PAYMENT HAS BEEN MADE RECENTLY, THANK

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Sears MasterCard

Account Number. 3235

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CYNTHIA M STEWART
MILLVAUKEE WI 58219-3122

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New Address

If your address has changed, please print any changes below.

Street Address:

City State, Zip;

Phone:

Call us at 1-800-600-6468 Go to www.secrecord.com Vitte to us at PO Box 0252 Sloux Falls, SD 571 17-6252

CYNTHIA M STEWART Account Number: XXXX XXXX XXXX 3235

Payment Due Date

Page 2 of 2 0)875

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CYNTHIA M STEWART
Account Number 3235
Page 1 of 2

Payment Due Date 06/01/09

Your Account Summary

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Previous Balance Payments & Credits Purchases & Debits Other Charges FINANCE CHARGES Account Belance



05/04/09

Your Credit Summary

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Sale Date Post Date

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Amount

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Sears MasterCard®

Account Number: 2008/8-25-250 3235

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CYNTHIA M STEWART
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Make check payable to SEARS CREDIT CARDS PO BOX 183052 COLUMBUS, QH 43218-3082

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Special Rule for Gredit Card Purchases

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New Address

If your address has changed, please print any changes below

Name:

Street Address:

City, State, Zip:

Phone: