

CONSUMER CREDIT APPLICATION

MERCHANT NAME AND CITY

MERCHANT #

(PLEASE PRINT CLEARLY and COMPLETE APPLICABLE SECTIONS ONLY)

SECTION 1 APPLICANT:

FIRST NAME*	MI	LAST NAME*	SOCIAL SECURITY #*	DATE OF BIRTH (MM/DD/YY)*	JOINT ACCOUNT* <input type="checkbox"/> YES <input type="checkbox"/> NO
STREET ADDRESS*	APT. #	CITY*	STATE*	ZIP CODE*	YR. RESIDENCE EST.
RESIDENCE <input type="checkbox"/> OWN <input type="checkbox"/> RENT	HOME TELEPHONE #*	BUSINESS TELEPHONE #	E-MAIL ADDRESS		
PREVIOUS ADDRESS (if less than two years at present)		CITY	STATE	ZIP CODE	
EMPLOYER NAME	YEAR EMPLOYMENT BEGAN	MONTHLY GROSS INCOME	DRIVER'S LICENSE NUMBER AND STATE		

SECTION 2 CO-APPLICANT: (Please complete for Joint Applicant or spouse if you are a married WI resident.):

CO-APPLICANT - FIRST NAME*	MI	LAST NAME*	SOCIAL SECURITY #*	DATE OF BIRTH (MM/DD/YY)*
STREET ADDRESS*	APT. #	CITY*	STATE*	ZIP CODE*
HOME TELEPHONE #*	BUSINESS TELEPHONE #	EMPLOYER NAME	MONTHLY GROSS INCOME	

SECTION 3 BANKING INFORMATION:

DEPOSITORY BANK NAME	CONTACT NAME	BANK TELEPHONE #
LENDER NAME	CONTACT NAME	LENDER TELEPHONE #

*Required Information for Credit Approval

SECTION 4 APPLICANT(S) SIGNATURE REQUIRED BELOW:

All of the information furnished on this application is, to the best of your knowledge, complete and accurate and you request that we extend credit to you and issue a card to you which will allow you to make purchases under this account ("Account"). You agree that we may obtain a credit bureau report on you and we may check any of the information provided on this application from whatever source we choose. You authorize your past and present lenders, lessors, landlords and other creditors to provide us or our designee with any and all information that will assist us in our credit inquiry. By signing this application, you agree to be bound by the terms of this application and terms of the attached Cardholder Agreement and disclosure statement offered by CIT Bank ("we" and "us"), which is incorporated into and made part of this application. If this is a joint credit application, you understand that each applicant has the right to use the Account and that you shall be liable for all purchases made under the Account by any joint applicant. You grant us a purchase money security interest in the goods purchased on your Account.

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 you to present your driver's license or other identifying documents.

Reports to Credit Bureaus: We may report information about the Account to credit bureaus. Late payments, missed payments, or other defaults on the Account may be reflected in your credit report.

Reports from Credit Bureaus: If you ask us, we will tell you whether a consumer report was requested on you and, if so, the name and address of the consumer reporting agency that furnished it.

CA Residents: Married applicants may apply for separate credit.

OH Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WI Residents: Wisconsin law provides that: (1) no agreement, unilateral statement or court decree relating to marital property will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision; and (2) we are required to ask you to provide the name and address of your spouse (if any in Section 2 above).

Arbitration: Your Cardholder Agreement will contain an arbitration provision that may substantially limit your rights in the event of a dispute, including your right to litigate in court or have a jury trial, discovery and appeal rights, and the right to participate as a representative or member of a class action.

Insurance: You may be offered the opportunity to purchase Property Insurance and/or Credit Life Insurance in connection with your Loan. PLEASE NOTE THAT INSURANCE IS NOT A DEPOSIT, IS NOT FDIC-INSURED, IS NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, AND IS NOT GUARANTEED BY CIT BANK. WE MAY NOT CONDITION AN EXTENSION OF CREDIT TO YOU ON YOUR PURCHASE OF INSURANCE FROM US OR OUR AFFILIATES, OR ON YOUR AGREEMENT NOT TO OBTAIN INSURANCE FROM AN UNAFFILIATED ENTITY. By signing this application, you acknowledge that you received this disclosure.

Applicant's Signature (REQUIRED)

Co-Applicant(s) Signature

Date Print Name

Date Print Name

DEALER USE ONLY: If approved by phone, mail the original application to Freedom Account, P.O. Box 1083, Evansville, IN 47706-1083.

Account Number

Credit Limit

Freedom Account

Annual percentage rate (APR) for purchases	15.90%
Other APRs	22.90% default APR. See explanation below.*
Variable-rate information	Your APR may vary. Your APR for purchases is determined by adding 9.9% to the Prime Rate (minimum 15.9%; maximum 25.9%). See explanation below.** The default APR, if applicable, is determined by adding 16.9% to the Prime Rate (minimum 22.9%; maximum 25.9%). See explanation below.**
Grace period for repayment of balances for purchases	Not less than 25 days
Method of computing balance for purchases	Average Daily Balance (including new purchases)
Annual fees	None
Minimum finance charge	\$0.50
Late-payment Fee	\$25
Over-the-limit Fee	\$15

* The default APR applies if you fail to make your required minimum payment on time for three consecutive billing cycles. We also may terminate a promotional APR if you are in default under your Cardholder Agreement.

** The Prime Rate used to determine the APR for a Billing Cycle will be the Prime Rate published in The Wall Street Journal on the day the Billing Cycle begins.

The information about the cost of the Account described in this table is accurate as of 01/31/08. This information may have changed after that date. To find out what may have changed, call us toll free at 866-341-5762, or write to us at CIT Bank/Freedom Account, P.O. Box 1083, Evansville, IN 47706-1083.

Important disclosures about rate, fee, and other cost information are located on the next pages.

11630F Rev. 01/08

Cardholder Agreement

Terms and Conditions

This Cardholder Agreement ("Agreement") contains the terms and conditions which govern your account in our Consumer Credit Program. Please read this document and keep it with your other important papers.

1. Definitions. In this Agreement, the word "Account" means the revolving credit account that you open with us under this Agreement. The words "we," "our" and "us" mean CIT Bank. The words "you," "your" and "yours" mean each individual who applies for the Account or to whom a Card is issued. The words "Authorized User" means any person to whom you give actual, implied or apparent authority to use the Account. The word "Card" means the reference card that is used to identify the Account.

2. Account Use. You agree to use the Account exclusively for personal, family, or household purposes, and not for agricultural, commercial or industrial purposes. You request that we issue you a Card to reference the Account, and agree to sign the back of the Card when you receive it.

3. Purchases. The Account can be used to make a purchase of consumer equipment, services, and related products (a "Purchase") from participating authorized merchants. Each Purchase that you request to make with the Account is subject to authorization by us. When you use the Account to make a Purchase we are making you a loan in the amount charged for the Purchase.

4. Your Responsibility for the Account. You are responsible for, and you promise to pay, all amounts owed on the Account, whether it is used by you, an Authorized User, or any other person if you receive benefit from the Purchase, and you agree to pay such amounts according to the terms of this Agreement. If more than one of you is liable on the Account, each of you, together and individually, is responsible for all amounts owed, 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 another person liable on the Account is ordered by a court to pay us. If a court orders another person liable on the Account to pay all or a portion of the Account balance, you will remain liable to us if the other person liable on the Account fails to pay us as ordered by the court, and your Account status will continue to be reported to the credit bureau under your name.

5. Additional Cards. You agree that, unless you have notified us that a Card has been lost or stolen, we may, but are not required to, assume that any person possessing a Card is an Authorized User. You agree that you are responsible for any use of your Account by an Authorized User. You may request that we issue a Card to another person. If we, in our sole discretion, issue such a Card at your request, you will be liable for all use of a Card issued to that person until you request us to cancel the Account. If we issue a Card to you at the request of another person, you agree that we may cancel the Account immediately upon the request of the person that requested you receive a Card.

6. Accepting this Agreement. You agree to this Agreement when you sign your application, and this Agreement will become effective when we approve your application.

HOW TO USE YOUR CREDIT LINE.

7. Purchases. You authorize us to honor any Purchase that is made by you or an Authorized User, including Purchases made by telephone or mail, or over the internet. You agree that we do not have to require a signature for any Purchase, including a Purchase made by telephone or mail, or over the internet. You can make Purchases up to the full amount of your available credit limit.

There are two types of Purchases. A Promotional Purchase is described in Section 18. A Regular Purchase is any type of individual transaction other than Purchases described in Section 18.

8. Your Credit Limit. We will establish and advise you of the credit limit for the Account. We may change your credit limit at any time, and will provide you notice as required by law. You may request a change in your credit limit by writing us at the address shown on your monthly statement. You may not use the Account in any way that would cause your balance to go over the credit limit that we have established for the Account. We may, but are not required to, refuse to authorize or accept any transaction on the Account that would cause you to exceed your credit limit. It is your obligation not to exceed the credit limit for the Account.

9. Credit Insurance. We may offer optional credit, life, disability, loss of employment or property damage insurance, as allowed in your state of residence in connection with the Account. The terms of these coverages are described in a separate insurance disclosure.

OTHER CONCERNS.

10. Unauthorized Use. NOTIFY US AT ONCE IF YOUR CARD HAS BEEN LOST OR STOLEN, OR IF YOU THINK YOUR ACCOUNT HAS BEEN USED WITHOUT YOUR PERMISSION. You should immediately notify us at (866) 341-5762 or the telephone number shown on your monthly statement. You should also notify us in writing at P.O. Box 1083, Evansville, IN 47706-1083.

You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify us at the address or telephone number on your statement, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

11. If Your Account Is Refused. We are not responsible and shall have no liability if a merchant refuses to honor your Account for a Purchase. Although you may have credit availability, we may be unable to authorize credit for a particular Purchase due to operational difficulties or mistakes. Neither we nor our agents will be responsible or have any liability if authorization for a Purchase is not given. If you are delinquent in payments on your Account or any other financial arrangement with us, or any other creditors, authorization of credit for Purchases may be declined and your Account may be suspended until your obligations have been satisfied.

PAYING YOUR BILL.

12. Payments. You must pay the Minimum Payment by the Payment Due Date, as shown on the monthly statement sent at the end of a billing period (intervals of approximately one month, which we call "Billing Cycles"), at the address shown on the front of your monthly statement. All payments must be made in U.S. dollars by check or money order drawn on a depository institution in the U.S.

We may accept late payments or partial payments, and payments marked "Payment in Full", or similar language, without losing any of our rights under this Agreement. Do not make payments by post-dated check. If we receive payment by post-dated check we may deposit it and shall have no liability if it is posted prior to the date which appears on the check. Payments must be sent to us at the address shown on your monthly statement, and you must follow the payment instructions on your monthly statement. There could be a delay in crediting the payment to your Account for up to 5 days if you send or make a payment to us at any other address, or do not follow the payment instructions on your monthly statement.

13. Minimum Payment. The "Minimum Payment" on a monthly statement for a Billing Cycle is equal to:

- a. Any amount past due; plus
- b. Any amount by which the Account balance at the end of the Billing Cycle exceeds your credit limit; plus
- c. For Regular Purchases, within your credit limit, either:
 - (i) The greater of \$10 or 3% of total Regular Purchases balance ("Regular Balance"), if that balance exceeds \$10; or
 - (ii) Your entire Regular Balance, if it is \$10 or less.
- d. For any Promotional Purchases balance ("Promotional Balance"), within your credit limit, the minimum payment amount provided by the terms of the promotion, as described in Section 18.

14. Payment Application. We reserve the right to determine how to apply any payments on your Account, including the right to apply payments to balances on the Account at lower finance charge rates before applying payments to balances at higher finance charge rates.

FINANCE CHARGES AND OTHER FEES.

15. When Finance Charges Begin to Accrue. Finance Charges are imposed on your Regular Balance and any Promotional Balances ("Balances"), including current cycle Regular and Promotional Purchases, from the date that a transaction is added to your daily balance until the Balances are paid, unless the terms of a particular Promotional Balance specify otherwise. However, if the payments and credits made to your Account by the Payment Due Date on your prior monthly statement were equal to or greater than the total of the Balances (except any Promotional Balances not yet due under the terms of a particular Promotion) as of the end of the previous Billing Cycle, then you will have until the Payment Due Date on your current statement to pay the new total of Balances (except any Promotion Balances not yet due under the terms of a particular Promotion) to avoid any additional Finance Charges. The Finance Charge shown on your monthly statement is computed only through the last day of the Billing Cycle. Since Finance Charges continue to accrue until the date your payment is received and posted to your Account, additional Finance Charges may appear on the following month's statement.

16. How We Compute Finance Charges.

Separate Balances. We will segregate all transactions into Regular Purchases and Promotional Purchases to calculate separate Average Daily Balances. You may have more than one type of Promotional Purchase, so there may be multiple Promotional Balances. Your Regular Balance and each of your Promotional Balances is referred to as a "feature" of your Account.

Calculation of Finance Charges. We figure Finance Charges separately for each feature on your Account. For each feature, we figure the Finance Charge by multiplying (i) the applicable Daily Periodic Rate, times (ii) the "Average Daily Balance" of that feature of your Account, times (iii) the number of days in the Billing Cycle. We add the Finance Charge for each feature to figure your total Finance Charge.

Determining your Average Daily Balance. To get the "Average Daily Balance" for each feature, we take the beginning balance of that feature each day, and add any new purchases, charges or fees and subtract any payments or credits applicable to that feature on that day. This gives us the daily balance for each feature. For our calculations, we treat any credit balances that may apply to any feature on a given day as a \$0 balance. Then, for each feature, we add all the daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" for each separate feature. Unpaid Finance Charges are added to the applicable feature on your Account at the end of each Billing Cycle, and unpaid late fees, returned check fees, or other fees are added to the Regular Balance at the end of the Billing Cycle in which they are charged.

Determining your Daily Periodic Rates for your Regular Balance. The Daily Periodic Rate (and the corresponding Annual Percentage Rate) on your Account may vary from month to month. To determine the Daily Periodic Rate applicable to your Regular Balance for a Billing Cycle, we start with the "Prime Rate" of interest published in the Wall Street Journal on the first day of the Billing Cycle.

If the Prime Rate is less than 6%, then the Daily Periodic Rate for the Billing Cycle will be .04356% (ANNUAL PERCENTAGE RATE 15.9%). If the Prime Rate is 6% or greater, then we add 9.9% to the Prime Rate and divide the sum by 365 (or 366 in leap years) to determine the Daily Periodic Rate for the Billing Cycle. The ANNUAL PERCENTAGE RATE will not exceed 25.9% (Daily Periodic Rate .07096%) unless the default rate applies.

For Billing Cycles beginning on 01/31/08, the Daily Periodic Rate was .04355% (ANNUAL PERCENTAGE RATE 15.90%) for the Regular Balance.

Default Rates. The Daily Periodic Rate and corresponding Annual Percentage Rate will also vary if you fail to make your required Minimum Payment on time for three consecutive Billing Cycles. In such circumstance, the Daily Periodic Rate on Regular Balances will be increased to a variable default rate, and the Daily Periodic Rate on Promotional Purchases may increase in accordance with the specific terms of the promotion. We calculate the variable default rate on Regular Balances by adding 16.9% to the Prime Rate and dividing the sum by 365 (or 366 in leap years) to determine the Daily Periodic Rate for the Billing Cycle. The ANNUAL PERCENTAGE

RATE for the default rate on Regular Balances will not be less than 22.9% (Daily Periodic Rate .06274%) or greater than 25.9% (Daily Periodic Rate .07096%). For Billing Cycles beginning on 01/31/08, the Daily Periodic Rate was .06273% (ANNUAL PERCENTAGE RATE 22.90%) for the variable default rate on Regular Balances. The variable default rate may take effect as soon as the first day of the Billing Cycle in which you fail to make your required Minimum Payment on time for the third consecutive Billing Cycle.

Changes in Rates. If the Prime Rate increases, the Daily Periodic Rate and corresponding Annual Percentage Rate may increase beginning in your next Billing Cycle. Any increase in the Daily Periodic Rate and corresponding Annual Percentage Rate will apply to new purchases as well as existing balances. An increase in the Prime Rate may result in higher Finance Charges and minimum monthly payments on the Account. We reserve the right to select an alternative index if the Prime Rate is not available.

Minimum Finance Charge. There is a minimum Finance Charge of \$0.50 for any Billing Cycle in which a Finance Charge is assessed.

Promotional Terms. We will tell you how we calculate the Daily Periodic Rate applicable to each Promotional Purchase in accordance with paragraph 18, below.

17. Account Fees. We may charge you, and you agree to pay, the following additional fees:

- (a) If your Minimum Payment is not received by the Payment Due Date shown on your monthly statement, we may impose and you agree to pay a late payment fee equal to \$25.
- (b) If any check you send us (or any electronic payment instruction you give us) in payment of amounts you owe on the Account is returned unpaid, for any reason, you agree to pay us a Returned Check Fee equal to \$29.
- (c) If the New Balance shown on any monthly statement exceeds your credit limit, we may charge you, and you agree to pay, an Over Limit Fee equal to \$15. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your credit limit, or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges, or other fees.
- (d) To the extent permitted by applicable law, you agree to pay for any expenses incurred in protecting or enforcing our rights under this Agreement, including, without limitation, reasonable attorney's fees and legal expenses and all expenses and costs incurred in collecting the amounts due under this Agreement.

18. Special Promotions. From time to time, we may offer special financing terms such as special interest rates or deferred payment options, which are referred to as Promotional Purchases in this Agreement. Some of these promotions include, but are not limited to, the following: **(a) Deferred Payment with Finance Charges:** Your first payment is deferred for a specified time period, however, finance charges will be assessed for the deferred period and insurance premiums, if applicable, must be paid as billed; **(b) Deferred Payment with No Finance Charges:** Your first payment is deferred for a specified time period and no finance charges will be assessed for the deferred period, however, insurance premiums, if applicable, must be paid as billed; **(c) Same as Cash with No Minimum Payment:** If during a specified time period you pay in full the amount of your Purchase made under this promotion, plus any applicable insurance premiums, no finance charges will be assessed on that Purchase; however, if full payment plus any applicable insurance premiums are not paid within the specified time period, finance charges will be assessed from the date of purchase; **(d) Same as Cash with Minimum Monthly Payment:** If during a specified time period you pay your minimum monthly payments each month and pay in full the amount of your Purchase made under this promotion, plus any applicable insurance premiums, no finance charges will be assessed on that Purchase; however, if full payment plus any applicable minimum monthly payments and insurance premiums are not paid within this time period, then finance charges will be assessed from the date of purchase; and **(e) Finance Charge Free with Minimum Payment:** You will not be assessed any finance charges on your purchase for a specified time period; during this "finance charge free period" you must still pay a minimum monthly payment on this purchase, plus any applicable insurance premiums.

Terms of a promotion will be disclosed in your monthly statement, in a change-in-terms notice or by participating authorized merchants, as appropriate and in accordance with applicable law. Each Purchase you make during special promotions will be separately identified on your monthly statement. Promotional Balances will become subject to the terms and conditions of Regular Purchases upon the expiration of any deferred or specified time period applicable to the promotion. If you default under this Agreement, we may terminate the promotional terms (including deferral of any monthly minimum payments and/or accrual of finance charges), immediately and without any notice to you, except to the extent that special terms for default are established expressly as part of the promotional offer, in which case those special terms will apply. The provisions of this Agreement apply to any promotions unless otherwise provided in the terms of the promotion or in this Agreement.

19. Default. You will be in default and we may, without notifying you in advance, close the Account, cancel all Cards issued on it, and demand immediate payment of your entire Balance if any of the following occurs: (i) you fail to make a Minimum Payment when it is due; (ii) you do not follow the terms of this Agreement in any way; (iii) you have made any false or misleading statement on the application for the Account; (iv) you become insolvent or die; (v) there is an attachment, execution or levy against you or your property; (vi) you make an assignment for the benefit of creditors; (vii) a bankruptcy petition is filed by or against you; (viii) a guardian, conservator, receiver, custodian or trustee is appointed for you; (ix) you are generally not paying your debts as they become due; or (x) there has been an adverse change in your financial standing. Your Daily Periodic Rate and corresponding Annual Percentage Rate may also change, as provided in Section 16.

OTHER PROVISIONS

20. Delay in Enforcement. We may delay enforcing, or fail to enforce, any of our rights under this Agreement without losing them. Any waiver by us of our rights under this Agreement must be in writing, and no such waiver shall constitute a waiver of any other rights we may have under this Agreement.

21. Exchange or Release of Account Information. You authorize us, our affiliates, subsidiaries and agents to (a) obtain other information deemed necessary concerning the granting and maintaining of the Account, including, without limitation, the obtaining of credit bureau and other reports concerning your credit experience and other information from credit reporting agencies, creditors, any department of motor vehicles or similar state agency, your employer (past, present, and future) and other persons (and all such entities may release and/or verify such information to us or our affiliates and subsidiaries any time without notification to you or without your consent), (b) release Account information to comply with any served subpoena, summons or order issued by any state or federal agency or court, and (c) share information about you and your Account in accordance with our Privacy Policy.

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 reports. If you request additional Cards on your Account for others, you understand that we may report Account information in your name as well as in the names of those other people.

If you think we reported inaccurate information to a credit bureau, write us at the Customer Service address listed on your monthly statement. Please describe the information that you believe is inaccurate and why you believe it to be inaccurate. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report.

22. Changes in Terms of your Account. We can add, delete or change any terms or conditions of the Account or this Agreement (a "Change") at any time, including without limitation increasing the finance charge rates. We will provide you with notice if required by law by mailing a notice to you at the most recent address shown in our records. Any Change may apply, at our option, to the current balance of the Account as well as to future balances.

23. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, for any reason, except as specifically set forth in Section 32 (Arbitration Provision), the remainder of the Agreement shall remain in full force and effect and be unaffected by such holding or determination.

24. Entire Agreement. This Agreement embodies the entire agreement and understanding between us and supersedes all other agreements, statements and understandings relating to the Account and the terms of its use, unless otherwise expressly stated herein.

25. Cancellation. You may cancel your Account at any time by notifying us in writing at the address on your monthly statement and, unless we tell you otherwise, returning to us all Cards issued on your Account. If this is a joint Account, either of you may request that the Account be closed and we will honor that request as to all without having any liability to either of you. We can suspend your Account privileges or cancel the Account at any time, with or without cause or notice. You will remain responsible for paying amounts outstanding on the Account according to the terms of this Agreement, even if your Account is cancelled or your credit privileges are suspended.

26. Headings. The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.

27. Reevaluation of Credit. We may reinvestigate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports or otherwise verify your current credit standing.

28. Governing Law. This Agreement shall be governed by and interpreted in accordance with applicable federal law and, to the extent state law applies, the internal laws of the State of Utah, without giving regard to its conflict of laws provisions.

29. Assignment. We may, from time to time, whether before or after any discontinuance of this Agreement, assign or transfer the Account and/or our rights to payment for all or any portion of the balances in the Account and/or any security interests created under this Agreement, or any interest therein, to any other person; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, the Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein shall be and remain subject to this Agreement, and each and every immediate and successive assignee or transferee of this Account and/or our rights to payment for all or any portion of the balances in the Account or of any interest therein shall, to the extent of the interest of such assignee or transferee therein, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were us.

You may not sell, assign, or transfer any of your rights or obligations under this Agreement or your Account.

30. Telephone Calls. Our agents or we may monitor or record your telephone calls.

31. Change of Address. You agree to notify us promptly if you change your address or telephone number. We may send any communications to your address in our records until we have a reasonable opportunity to update our records with any new address for you.

ARBITRATION

32. ARBITRATION PROVISION - YOU SHOULD READ THIS SECTION CAREFULLY. Any claim, dispute, or controversy (whether based on contract, tort, statute, or otherwise, and whether seeking monetary or any form of non-monetary relief) arising from or relating to this Agreement, your Account, or the relationship between you and us (collectively, "Claims"), upon the election of you or us, will be resolved by binding arbitration pursuant to this Arbitration Provision and the Code of Procedure ("NAF Rules") of the National Arbitration Forum ("NAF") in effect when the Claim is filed. Either you or we may, without inconsistency with this arbitration provision, apply to any court having jurisdiction and

seek interim provisional (including replevin and prejudgment attachment), injunctive, or other equitable relief until an arbitration award is rendered or the controversy is otherwise resolved.

For purposes of this Arbitration Provision, the terms "we", "us" and "our" mean (1) CIT Bank, any servicer or subsequent holder of the Agreement or Account, or the rights to payment from you under the Agreement, and all of their respective parents, subsidiaries, affiliates, predecessors, successors, assigns, agents, employees, attorneys, officers, and directors, and (2) your Dealer, if the Claim arises from or relates to this Agreement or your Account. The term "Claims" is to be given its broadest possible meaning, and includes pre-existing, present, and future Claims, and Claims regarding the enforceability or scope of this Arbitration Provision. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party.

IF EITHER YOU OR WE ELECT ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE IN COURT THE CLAIM BEING ARBITRATED, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE NAF RULES. IN ADDITION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR SIMILAR ACTION RELATING TO ANY CLAIM SUBJECT TO ARBITRATION. YOU WILL NOT BE PERMITTED TO JOIN OR CONSOLIDATE YOUR CLAIMS WITH THOSE OF ANY OTHER PERSON (EXCEPT A JOINT BORROWER UNDER THIS AGREEMENT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS AVAILABLE TO YOU IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU EXPRESSLY WAIVE YOUR RIGHT TO A JURY TRIAL FOR ALL CLAIMS BEING ARBITRATED.

You can obtain the NAF Rules and forms by calling the NAF at (800) 474-2371, by visiting the NAF's website at www.arb-forum.org or by writing to the NAF at P.O. Box 50191, Minneapolis, MN 55405. All Claims must be filed at an NAF office or at P.O. Box 50191, Minneapolis, MN 55405. Any arbitration hearing, if one is held, will be held in the federal judicial district where you live. At your written request, we will pay up to \$1,000 toward the filing, administrative and/or hearing fees for any Claim you may file against us. We will also consider your written request to pay any other fees for arbitration, and you may be able to seek a fee reduction or waiver from the NAF. If the arbitrator issues an award in our favor, you will not be required to reimburse us for any of the fees we have previously paid to the administrator or for which we are responsible. If the arbitrator issues an award in your favor, we will reimburse you for any of the fees you have previously paid to the administrator. Each party will bear the expense of its respective attorneys', experts', and witness fees, regardless of which party prevails in the arbitration, unless applicable law gives you the right to recover any of those fees from us. The arbitrator will not have the power to conduct any proceeding as a class action, representative action, private attorney general action, or similar action. The arbitrator will have the power to decide only you and our Claims against each other, and will not have the power to join other parties or consolidate other Claims with the Claims between you and us; provided, however, that joint borrowers under a single Agreement may be joined in a single proceeding.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., as amended, notwithstanding any choice-of-law provision in this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. At the request of either party prior to entry of an award, the arbitrator will provide a written explanation of the basis for the award. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of court review provided by the FAA or state law, if applicable.

This Arbitration Provision will survive payment or transfer of this Agreement or your Account or the termination of the relationship between you and us, or the bankruptcy of either you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Arbitration Provision. However, if the provision precluding the arbitrator from having the power to conduct any proceeding as a class action, representative action, private attorney general action, or similar action is deemed invalid or unenforceable, then this entire Arbitration Provision shall be deemed unenforceable. If a conflict or inconsistency arise between the NAF Rules and this Arbitration Provision, this Arbitration Provision will control.

SECURITY INTEREST

33. Security Interest. To the extent permitted by law, you grant us a purchase money security interest in the goods purchased on your Account to secure the unpaid purchase price until such goods are paid in full. If you are in default under this Agreement, to the extent permitted by applicable law, we may take possession of the goods charged to your Account, sell the goods and apply the proceeds to your unpaid Account balance, and pursue any other rights we have under law. You agree that we may file any financing statement, lien entry form or other document we require in order to perfect our security interest and you agree to cooperate with us as may be necessary to accomplish such filing. You agree that any personal property sold under this Agreement is not and will not become a fixture even if attached to real property. Furthermore, we agree that no security is or will be acquired under this Agreement in real property that is used or is expected to be used as your dwelling and we waive any such interest in real property that might arise in connection with any transactions made pursuant to this Agreement. This provision shall not apply, and no security interest will be created, if (and to the extent that) it is prohibited by applicable law.

New Jersey Residents Only: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

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 at the address listed on your bill. Write to us as soon as possible. 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:

- 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.

If you have 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 your letter must reach us three business days before the automatic payment is scheduled to occur.

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 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 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 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 bill 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.

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

Privacy Policy

We sincerely appreciate the opportunity to provide you with the Freedom Account financial products and services. This Privacy Policy applies to nonpublic personally identifiable information that we obtain in connection with the Freedom Account products and services, which is referred to herein as "personal information." In this Privacy Policy, "we," "us," and "our" refer to both CIT Bank, which made you your loan, and also CNH Capital America LLC, which purchases your payment obligations from CIT Bank and services your Freedom account. An "Affiliate" is any company related to us by common control or ownership (e.g., companies in our corporate family), including non-financial companies. This Privacy Policy also applies with respect to our former customers. This Privacy Policy replaces any other statements about our information practices.

Our Privacy Policy

We are committed to protecting personal information about you, and we take steps to safeguard your information. We restrict access to personal information about you to our employees (and people working on our behalf and under confidentiality agreements) who must know it in order to do their jobs or to provide you products and services. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

Information We Collect

We collect personal information about you from the following sources:

- Information we receive from you on applications or other forms, and communications between you and us, including by writing, by telephone, and through the internet;
- Information provided by the dealer from whom you bought the products that we financed for you;
- Information about your transactions with us, our Affiliates, or others;
- Information we receive from consumer reporting agencies;
- Information we receive from third parties regarding their employment of you, credit or other relationships with you, such as your employment history; and
- Information we obtain from other third parties, such as demographic firms.

Information We Share With Service Providers or Joint Marketers

We may disclose all of the personal information we collect, as described above, to companies (including Affiliates) that perform services on our behalf, including those who assist us in preparing and mailing information to you and responding to customer inquiries. We also may provide all of the personal information we collect, as described above, to others who perform marketing services for us and (except while your address with us is in California or for personal information from consumer reporting agencies) to financial institutions that are not our Affiliates with whom we jointly offer financial products or services.

Information We Share With Affiliates

Our Affiliates include non-financial companies, and include financial service providers, such as finance companies. In addition to the personal information we may share with our Affiliates that provide services to us, we may share personal information we collected among our Affiliates for other purposes. For example, we may share among our Affiliates:

- Personal information we receive from you and other sources, such as address, telephone number, e-mail address, social security number, and date of birth;
- Personal information about your transactions with us, or our Affiliates, such as usage of our products and services; and
- Personal information from other third parties, such as demographic firms, in connection with marketing programs.

We may share other types of personal information with our Affiliates unless you tell us not to do so (or while your address with us is in Vermont). This includes:

- Personal information from consumer reporting agencies or others that is collected or used to determine eligibility for credit, insurance, or employment ("Eligibility Information"), such as your credit score or credit history with non-Affiliates.

You have the choice to be excluded from our sharing of Eligibility Information with our Affiliates as described below. We may disclose personal information to our Affiliates as permitted by law.

Information We Share With Non-Affiliated Third Parties

We may disclose personal information to third parties who are not our Affiliates. These non-affiliated third parties include:

- Financial service providers, such as mortgage and insurance companies;
- Non-financial companies, such as direct marketers, retailers, and publishers; and
- Others, such as nonprofit organizations.

The categories of personal information we share with these non-affiliated third parties include:

- Personal information received from applications or other forms, and communications between you and us, including by writing, by telephone, and through the internet, and information provided by the dealer from whom you bought the product that we financed for you (such as address, telephone number, e-mail address, social security number, and date of birth);
- Personal information about your transactions and experiences with us, our Affiliates, or others, such as your account balance, payment history and credit obtained from us, our Affiliates, or others; and
- Personal information from other third parties, such as demographic firms, in connection with marketing programs.

You have the choice to be excluded from our sharing of certain personal information with these types of third parties, as described below. Even if you have chosen to be excluded from personal information sharing with non-affiliated third parties (or while your address with us is in California or Vermont), we may disclose information about you to non-affiliated third parties as permitted by law.

How to Tell Us Not to Share Eligibility Information with Our Affiliates

If you prefer that we not share Eligibility Information with our Affiliates, you may "opt-out" and direct us not to share this information by calling as directed below.

Please note that your direction in this paragraph covers only the Eligibility Information. We may share other information about you with our Affiliates, including as permitted by law.

How to Tell Us Not to Share Information With Non-Affiliated Third Parties

If you prefer that we not disclose personal information about you to non-affiliated third parties, you may "opt-out" and direct us not to make those disclosures (other than disclosures to service providers or joint marketers or as otherwise permitted by law). If you wish to opt out of disclosures to non-affiliated third parties, you may call us as directed below. *If you have previously informed us of your desire to "opt-out," you do not need to do so again.*

Important Additional Notes

- For joint accounts, an opt-out request submitted by one party will apply to all parties on the account. Also, an opt-out request submitted for either CNH Capital America LLC or CIT Bank will be treated as an opt-out request for both of us.
- We will process your opt-out request promptly. Please allow several weeks for your request to take effect. In the interim, you may continue to receive offers for products and services based on information previously provided. Once your opt-out request has been processed, it will remain in effect until you request a change in writing.

Please note that after your request is processed, you may still be contacted by us based on information that we obtain in connection with other financial products and services that we offer, and you may still be contacted by our Affiliates and/or other companies based on their own information.

Changes to This Policy

We may amend this policy at any time, and we will inform you of changes as required by law.

How to Contact Us to Opt-Out

If you wish to opt out of information sharing as described above, you may call us toll free at 1-866-341-5762.