Pre-tax lease-to-own summary

This is a pre-tax summary of the costs for your lease-to-own agreement.

<table>
<tr><td rowspan="2">TOTAL OF PAYMENTS / TOTAL COST / RENT-TO-OWN PRICE

$0.00
You must pay this amount to own the Property if you make all the regular Recurring Payments. You can buy the Property for less under one of the early purchase options.</td><td>COST OF RENTAL

$0.00
Amount over Cash Price you will pay if you make all regular Recurring Payments</td><td colspan="2">CASH PRICE

$0.00
Property available at this price from the lessor. See about your early purchase option rights.</td></tr>
<tr><td>AMOUNT OF EACH PAYMENT

$0.00 at beginning of Lease, followed by $0.00</td><td>NUMBER OF PAYMENTS

One Initial Payment at beginning of Lease followed by more Recurring Payments to acquire Property.</td><td>RENTAL PERIOD

0 months (plus period to first Recurring Payment, which will be at least ten (10) days after the Property delivery date). This represents the duration of the Lease if all regularly scheduled Recurring Payments are made. There is no minimum period for which you are obligated under this Lease.</td></tr>
<tr><td colspan="4">The rental Property is and is being acquired by the lessor on the Lease Date above.</td></tr>
<tr><td colspan="4">The above figures do not include tax.</td></tr>
</table>

This agreement offers months to ownership.

This agreement and early purchase options cost more than the cash price.

To purchase early call (877) 898-1970.

Lease No:

Lease Date:

RENTAL-PURCHASE AGREEMENT

THIS RENTAL-PURCHASE AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE ¶ 21). UNLESS YOU PROMPTLY REJECT THE ARBITRATION PROVISION (SEE ¶ 21(a)), THE ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

Lessor/Owner:	**Lessee/Potential Purchaser:**	**Store Use Only**
Prog Leasing, LLC 256 West Data Drive, Draper, Utah 84020	,	App Date: Submit By: Retailer:

In this Rental-Purchase Agreement ("Lease"), "you" and "your" mean the person(s) signing this Lease as Lessee/Potential Purchaser, and "we", "our", and "us" mean the Lessor/Owner identified above and its successors and assigns.

1. Leased Property: You are leasing the item(s) (the "Property") described as follows: . The Property is . You represent to us that you are acquiring the Property for personal, family, or household purposes and not for commercial use.

2. Cash Price: The "Cash Price" of the Property, which is the amount we would charge for a cash sale of the Property, is $0.00.

3. Payment at Signing: A payment (the "Initial Payment") of $0.00 is due when this Lease is signed.

4. Recurring Payments: Additional payments ("Recurring Payments") of $0.00 are due thereafter while this Lease remains in force, commencing on the day indicated in your Lease application that you receive pay or benefits, but no sooner than ten (10) days from the delivery date of the Property. Recurring Payments are made in arrears. If any Recurring Payment is scheduled to occur on a date that is a bank or federal holiday, we may process your payment either one business day before or after the otherwise scheduled date.

5. Total Purchase Price: This Lease will end and you will own the Property if you make payments totaling $0.00 (the "Total Purchase Price"). This is $0.00 more than the Cash Price. The total monetary amount of the Lease payments does not include other charges under the Lease, including Returned Payment Fees.

6. Early Purchase Options: You can purchase the Property at any time during the first days after the Property is delivered to you by paying us the " -Day Purchase Option" amount plus any Returned Payment Fees, with credit for all payments you have made. The -Day Purchase Option amount is $0.00. To purchase early call 877-898-1970. You can also purchase the Property at any time by paying us an amount equal to any payment then due (including Returned Payment Fees), plus the "Early Purchase Option" amount, set forth in Schedule A, attached to the end of this Lease as the "Payment Schedule." To purchase early call 877-898-1970.

7. Returned Payment Fee: In the event that any payment you make under this Lease is returned unpaid, you agree to pay us a "Returned Payment Fee" equal to the lesser of $0.00 or the maximum permitted by law. In no event, however, will we assess a Returned Payment Fee for an unsuccessful Card charge.

8. Nature of Obligation: This is a rental-purchase transaction. The initial term of this Lease ends when your first Recurring Payment is due. However, this Lease will renew automatically from scheduled Recurring Payment date to scheduled Recurring Payment date unless it is ended or you make all the payments required to acquire the Property. You will not own the Property until you make all the scheduled payments or exercise an early purchase option. If you want to purchase this or similar property now, you should consider cash or credit terms that may be available to you.

9. Cancellation without Penalty: You may cancel this Lease without penalty at any time by complying with the steps described in ¶ 13.

10. Payment Method: You may make payments on this Lease by sending a check or money order to us at LB 413110, Prog Leasing, LLC, PO Box 35146, Seattle, WA 98124-5146 (for overnight delivery the address is Lockbox Services Box 413110, Prog Leasing, LLC, 18035 Sperry Drive, Tukwila, WA 98188), online at www.progleasing.com, or by calling us at . We have arrangements with certain third-party payment processors to accept payments on our behalf; please contact us if you would like more information about this payment method. These payment processors will charge you a fee to make your payment through their services. We are not responsible for any fees you incur in connection with returned payments. You also authorize us to process any charges you subsequently confirm by phone, text message, or email. In the event that we make an error in processing a charge, you authorize us to initiate a corresponding reverse charge to correct the error. You may change your scheduled payment dates with our permission (which we will typically grant if the new payments coincide with the dates you receive payments and do not materially increase the Lease term), terminate your payment authorization or update any payment information by calling us at or writing us at 256 West Data Drive, Draper, Utah 84020. We will honor your termination or modification request so long as you make this request at least three (3) business days before the scheduled payment or far enough in advance for us to reasonably act on it. Please include your Lease number (shown at the top right corner of this Lease) with any payment you send to ensure it is properly posted to your account.

11. Maintaining the Property: During the term of this Lease, you are responsible for maintaining the Property in its original condition, ordinary wear and tear excepted. We are not responsible for damage resulting from the negligence or misconduct of you or third parties. We do not carry any insurance on the Property. If the Property is lost, stolen, damaged, or destroyed during the Lease term, or you do not return the Property to us when required to do so, you must pay us, in addition to all other amounts you owe us: (a) the amount you would need to pay to acquire the Property; (b) the fair market value of the Property as of the date of loss; or (c) if you returned the Property in damaged condition, the cost to repair the Property, whichever is least.

12. Default and Reinstatement: You will be in default of this Lease if you fail to make any payment within forty-five (45) days after its scheduled date. If you are in default of this Lease, or if you do not renew, we have the right to take possession of the Property without breaching the peace. However, if you voluntarily surrender the Property, you may reinstate this Lease without losing any of your rights by paying us all amounts you owe within 60 days after the date of surrender. Upon reinstatement, we will return the Property to you or substitute property of comparable worth, quality, and condition. Reinstatement results in a continuation of this Lease. In the event you wish to reinstate after the times indicated above, you should contact us and request reinstatement, as we will accommodate a reinstatement for longer than required by law if we are reasonably able to do so. There is no reinstatement fee.

13. Termination: We may end this Lease and recover the Property if you are in default of this Lease. You may end this Lease at any time without penalty by returning the Property to us in good condition, ordinary wear and tear excepted, in accordance with the directions we give you. If you terminate this Lease, you will still owe us any amounts that were due at the time of termination, plus an amount equal to your next scheduled payment, multiplied by a fraction equal to (i) the number of days from your latest prior Recurring Payment (or the date of delivery of the Property, if the first Recurring Payment is not yet due) (the “Prior Payment Date”) to the termination date, (ii) divided by the number of days from the Prior Payment Date to the next scheduled Recurring Payment date. This obligation shall survive termination of the Lease. You agree that there is no refund of an Initial or Recurring Payment for return or surrender of the Property before the end of a Lease term. To end your Lease call 877-898-1970.

14. Manufacturer’s Warranty: If you acquire ownership of the Property, the manufacturer's warranty will be given to you if the warranty is still in effect and we are allowed to do so. There are no other warranties which extend beyond those set forth in this Lease.

15. Disclaimer of Warranties: (a) General Terms: Lessee acknowledges that Lessor is not the manufacturer of the Property, nor manufacturer’s or retailer’s agent, and Lessee agrees that as between Lessor and Lessee, the Property leased hereunder is of a design, size, fitness, and capacity selected by Lessee and that Lessee finds the Property suitable and fit for its intended purpose. LESSEE FURTHER ACKNOWLEDGES THAT THE PROPERTY IS LEASED UNDER THIS AGREEMENT AND EACH LEASE ON AN AS-IS, WHERE IS BASIS, AND THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE TO LESSEE OR ANY OTHER PERSON FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM LESSEE’S USE OF THE PROPERTY, ANY DEFECT OR MALFUNCTION OF THE PROPERTY. No defect or unfitness of the Property shall relieve Lessee of the obligation to pay rent on time, or perform any other obligation under this Lease.

(b) As-Is Condition: LESSEE AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION CONCERNING THE PROPERTY PROVIDED OR MADE AVAILABLE TO LESSEE BY RETAILER, OR RETAILER'S AGENTS SHALL NOT BE REPRESENTATIONS OR WARRANTIES MADE BY LESSOR. IN LEASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, LESSEE HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, LESSEE SHALL RELY ONLY ON LESSEE'S OWN INSPECTION OF THE PROPERTY. LESSEE ACKNOWLEDGES THAT THE TOTAL PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(c) Liability: LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO LESSEE OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OR FAULT OF LESSOR: (i) ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE PROPERTY OR ANY COMPONENT OF THE PROPERTY OR BY ANY INADEQUACY THEREOF, ANY DEFICIENCY OR DEFECT IN THIS AGREEMENT OR ANY OTHER CIRCUMSTANCES IN CONNECTION WITH THE PROPERTY OR THIS AGREEMENT; (ii) THE USE, OPERATION OR PERFORMANCE OF THE PROPERTY, OR ANY COMPONENT OF THE PROPERTY, OR ANY RISKS RELATING THERETO. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS,

SUITS, PROCEEDINGS, INJURIES (OR DEATH), DAMAGES, LIABILITIES, COSTS, OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING FROM OR IN ANY WAY RELATING TO LESSEE'S LEASE OR POSSESSION OF THE PROPERTY DURING THE TERM AND SUCH INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE WILL BE TIMELY, SECURE, OR ERROR-FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THESE SERVICES.

(d) Prohibited and Unenforceable Provisions: Any clause of this provision which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibitions or unenforceability in any jurisdiction. To the extent permitted by applicable law, each of Lessor and Lessee hereby waives any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect.

16. Marketing and Communications: (a) We may share your name and contact information and information about this Lease. You have the right to limit this sharing. To exercise this right, call us at . (b) You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. (c) We may use automated telephone dialing, text messaging systems, and electronic mail to provide messages to you about scheduled payments, missed payments, and other important information via the telephone numbers and email addresses you provided during the Lease application or during any other correspondence or communication we may have with you. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us and to play pre-recorded messages or send text messages with information about this Lease or your account. You also give us permission to send such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or Internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, or emails.

17. Miscellaneous: *Entire Agreement:* This Lease constitutes the entire agreement between you and us concerning the Property. *Assignment:* We may sell, transfer, or assign this Lease. You may not sell, transfer, or assign this Lease without our written consent. You may not sell, assign, mortgage, pawn, pledge, encumber, hock, or otherwise dispose of the Property. You may not remove the Property from your address as shown on the first page of this Lease without our written consent. *Adjustment to Property*: If you initiate a return or exchange of the Property, we will send you a document modifying your Lease terms. If you do not object to the modified document within five (5) days of receipt we will assume your acceptance of the modification as it reflects your intended changes. *Accord and Satisfaction*: Any statement accompanying your payment to the effect that your balance is paid in full will not bind us. Our deposit of any such payment will not constitute an accord and satisfaction, and we may apply the payment to your account. *Insurance*: You are not required to purchase insurance for the Property, including insurance from or through us or from any insurer owned or controlled by us. *Governing Law*: This Lease (but not the Arbitration Provision) is governed by the laws of the State of Illinois without regard to its conflict of law principles. *Consumer Report*: You understand and agree that we may obtain a consumer report on you in connection with this Lease. Upon your written request, you will be informed of whether or not such a report was obtained and, if so, the name and address of the agency that furnished it. *Right to Suspend Payments*: You understand and agree that we may suspend payments, when legal or necessary, due to any circumstance out of our control; we also reserve the right to resume payments with no fee or penalty.

18. Credit Reporting: You authorize us to make inquiries concerning your credit history, standing, and ability to pay. This may include information regarding your employment history and income. We may report information about your Lease to consumer reporting agencies, but we are not required to do so, even upon your request. Late payments, missed payments, timely payments, or other

defaults on your Lease may, however, be reflected in your credit report. In the event of default or late payments, this may have a negative impact on your credit report. Timely payments are unlikely to have a positive impact on your credit report. If we furnish any information about your Lease to a consumer reporting agency that you believe is inaccurate, or if you believe that you have been the victim of identity theft in connection with any lease made by us, write to us at 256 West Data Drive, Draper, Utah 84020, attention Compliance. In your letter (i) provide your name, mailing address, and phone number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute, and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

19. Returning a Computer or Other Electronic Device: If you return or exchange a computer, tablet, or other electronic device (collectively referred to as “Device”), it is your responsibility to remove all personal information or data containing personal information or other information that may be of a personal nature (such as emails, photos, or videos) and any software you have installed (collectively referred to as "Information") on the Device. Therefore, it is your responsibility to remove or make a back-up copy of any Information that you want to preserve or keep. We will take commercially reasonable steps to delete and erase the Information on the Device and restore the Device back to its original state, but this is not a guarantee that the Information will not be accessible by any subsequent user. We shall not be responsible for accessing, deleting, or destroying any Information left on the Device. You agree to hold us harmless in the event that any or all of your Information is accessed, altered, deleted, or destroyed as a result of returning the Device.

20. Servicing Devices: (a) In the event that we service your Device, we or our service providers may have access to Information (such as emails, photos, videos, web searches, web queries, websites you visited, or technical information) loaded, stored on, or recorded by your Device. While we will attempt to preserve as much of your Information as possible, in some circumstances Information may be permanently altered, deleted, or destroyed in the process of carrying out the servicing. Therefore, you should remove or make a back-up copy of any Information that you want to preserve or keep. You understand that by providing the Device for servicing, we may have access to any Information that has been loaded, stored on, or recorded by the Device. You consent to our viewing or accessing that Information as we deem necessary to carry out the requested service. You also agree to hold us harmless in the event that any or all of your Information is altered, deleted, or destroyed as a result of the service process or any type of access.

(b) We shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from servicing your Device or any access to or alteration, deletion, or destruction of any Information on the Device, including, but not limited to, damages for value, loss of profits, or other intangibles, even if we have been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you. Our maximum liability arising from or related to servicing your Device shall be limited to the sums you paid under your Lease.

(c) We shall not be liable for any failure or delay in performance due to any cause beyond our control. We reserve the right to refrain from providing the requested services if we are unable to do so, including, but not limited to, instances where you did not authorize us to restore the Device.

21. Arbitration Provision: (a) *Effect of Arbitration Provision; Right to Reject*. (i) Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with subsection (a)(ii) below, you and we agree that either party may elect to arbitrate or require arbitration of any Claim under this Arbitration Provision. (ii) If you do not want this Arbitration Provision to apply, you may reject it within thirty (30) days after the date of this Lease by delivering to us at 256 West Data Drive, Draper, Utah 84020, Attn: Arbitration Opt-Out, a written and signed rejection notice which: (A) provides your name and address and the date of this Lease; and (B) states that you are rejecting the Arbitration Provision in this Lease. If you want proof that you sent such a notice, you should send the rejection notice by “certified mail, return receipt requested”. If you do, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you (except an attorney at law you have personally retained); this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to this Lease or the terms of this Lease apart from this Arbitration Provision.

(b) *Certain Definitions*. As used in this Arbitration Provision, the following terms have the following meanings:

(i) References to “we”, “us”, and “our” include our “Related Parties” – all our parent companies, subsidiaries and affiliates, and our and their employees, directors, officers, shareholders, governors, managers, and members. Our “Related Parties” also include third parties that you bring a Claim against at the same time you bring a Claim against us or any other Related Party, including, without limitation, the merchant who sold us the Property we then leased to you.

(ii) “Claim” means any claim, dispute or controversy between you and us (including any Related Party) that arises from or relates in any way to this Lease or the Property (including any amendment, modification, or extension of this Lease); any prior Lease between you and us and/or the property subject to such prior Lease; any of our marketing, advertising, solicitations, and conduct relating to this Lease, the Property and/or a prior Lease and related property; our collection of any amounts you owe; or our disclosure of or failure to protect any information about you. “Claim” is to be given the broadest reasonable meaning and includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs), and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Despite the foregoing, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, “Claim” does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof (including, without limitation, subsections (f)(iii), (f)(iv), and/or (f)(v) (the “Class Action and Multi-Party Claim Waiver”), the last sentence of subsection (j) and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Lease as a whole is for the arbitrator, not a court, to decide.

(iii) “Proceeding” means any judicial or arbitration proceeding regarding any Claim. “Complaining Party” means the party who threatens or asserts a Claim in any Proceeding, and “Defending Party” means the party who is a subject of any threatened or actual Claim. “Claim Notice” means written notice of a Claim from a Complaining Party to a Defending Party.

(c) *Arbitration Election; Administrator; Arbitration Rules.*

(i) A Proceeding may be commenced after the Complaining Party complies with subsection (k). The Complaining Party may commence the Proceeding either as a lawsuit or an arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this subsection (c). If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of the Claim(s) asserted in the lawsuit. If the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may then elect to demand arbitration. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated against consumers.

(ii) Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will be the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an arbitration administrator by mutual consent, the administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the administrator’s rules, except that the arbitrator must be a lawyer with at least ten (10) years of experience or a retired judge unless the parties agree otherwise.

(d) *Non-Waiver*. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified

to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

(e) *Location And Costs*. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing, and/or other fees if you cannot obtain a waiver of such fees from the administrator, and we will not seek or accept reimbursement of any such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will pay the reasonable fees and costs you incur for your attorneys, experts, and witnesses if you are the prevailing party in an arbitration Proceeding or if we are required to pay such amounts by applicable law or by the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

(f) *No Class Actions Or Similar Proceedings; Special Features Of Arbitration*. **IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR A JURY DECIDE THE CLAIM; (ii) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (iii) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (iv) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (v) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

(g) *Getting Information*. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

(h) *Effect of Arbitration Award*. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (i) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, *et seq.* (the "FAA"); and (ii) Claims involving more than $50,000 (including Claims that may reasonably require injunctive relief costing more than $50,000). For Claims involving more than $50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with subsection (e) of this Arbitration Provision.

(i) *Governing Law*. This Lease involves interstate commerce and this Arbitration Provision shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. To the extent that state law bears on the enforceability of this Arbitration Law, Utah law shall govern. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory, and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(j) *Survival, Severability, Primacy*. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of this Lease, this Arbitration Provision will govern. This Arbitration Provision shall survive the full payment of any amounts due under this Lease; any rescission or cancellation of this Lease; any exercise of a self-help remedy; our sale or transfer of

this Lease or our rights under this Lease; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply. However, if the Class Action and Multi-Party Claim Waiver is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding.

(k) *Pre-Dispute Resolution Procedure*. Before a Complaining Party asserts a Claim in any Proceeding (including as an individual litigant or as a member or representative of any class or proposed class), the Complaining Party shall give the Defending Party: (1) a Claim Notice providing at least thirty (30) days' written notice of the Claim and explaining in reasonable detail the nature of the Claim and any supporting facts; and (ii) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. If you are the Complaining Party, you must send any Claim Notice to us at 256 West Data Drive, Draper, Utah 84020, Attn: Legal Dispute (or such other address as we shall subsequently provide to you). If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an attorney, to your attorney at his or her office address. If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within thirty (30) days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of this Arbitration Provision. Neither the Complaining Party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or any settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of subsection (l) of this Arbitration Provision). No settlement demand or settlement offer may be used in any Proceeding as evidence or as an admission of any liability or damages.

(l) *Special Payment*. If: (i) you submit a Claim Notice in an arbitration Proceeding on your own behalf (and not on behalf of any other party) and comply with all of the requirements (including timing and confidentiality requirements) of subsection (k); (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least ten (10) days before the date the arbitrator was selected, then we will pay you the amount of the award or $7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this $7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of $7,500 are not contemplated by this subsection (l).

NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THIS LEASE YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) YOU HAVE THE RIGHT TO EXERCISE AN EARLY PURCHASE OPTION THAT WILL RESULT IN A LOWER COST TO ACQUIRE OWNERSHIP. TO EXERCISE THIS OPTION OR TO TERMINATE THIS LEASE, CALL US AT (877) 898-1970. BY SIGNING THIS LEASE: (1) YOU AGREE TO ALL ITS TERMS, INCLUDING THE PAYMENT AUTHORIZATION (¶ 10) AND ARBITRATION PROVISION (¶ 21); AND (2) YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.

Intending to be legally bound, Prog Leasing, LLC, caused this Lease to be signed on its behalf.		

Progressive Leasing Representative/Lessor	Date	

SCHEDULE A:

Payment Schedule

Pmt #	Payment	Early Purchase Option