

FURNITURE PROTECTION PLAN
FABRIC, A & P LEATHER, AND VINYL UPHOLSTERED FURNITURE
AND INDOOR WOOD FURNITURE

This Furniture Protection Plan (the "Plan") is between the purchaser hereof, including the Lessee under a lease-to-own, rent-to-own or rental-purchase arrangement (hereafter "LTO Arrangement"), if applicable (hereafter "Consumer"), as shown on the original receipt, and Furniture Protection Co. LLC, 234 Quadrum Dr., Oklahoma City, OK 73108 ("FPP"), which shall be the Plan's obligor and administrator.

For and in consideration of the Consumer's purchase of the FPP products shown on the Consumer's receipt and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FPP agrees to provide coverage under the Plan as follows:

PLAN COVERAGE

The coverage provided by the Plan is effective for five (5) years commencing from the date the Consumer takes delivery of the covered item(s). For purposes of this Plan and as used in every instance herein, "item" will be defined as a specific and individual piece of furniture and each "item" purchased and to which this Plan relates will be considered to be separate and distinct from any other pieces of furniture purchased.

The Plan does not supersede any warranty or coverage provided by the manufacturer of the item covered hereunder. The Plan only covers the furniture protection products exclusively distributed by FPP that are formulated to prevent stains or other damage to the component parts of (a) fabric, aniline and protected ("A&P") leather (excluding nubuck or other suede leathers), or vinyl upholstered furniture, and (b) indoor wood furniture including, but not limited to, dining, bedroom or occasional furniture, treated with such products, subject to the terms and conditions set forth herein.

The Plan only provides coverage for items that are utilized exclusively in residential property of which the Consumer is the primary resident or tenant, as the case may be. Subject to the terms and conditions hereof, FPP will cover the applicable item if it becomes accidentally stained or accidentally damaged during normal residential use from any of the following, provided the stain or damage is a single incident, there are no signs of accumulation, and is reported within five (5) days of the first occurrence:

On Fabric or Microfiber:

- Household food and beverage product stain
- Stain from human and pet saliva, urine, stomach fluid, or blood
- Burn or singe mark caused by brief contact with flame or heat
- A single or otherwise limited and accidental rip, tear, puncture or cut that does not originate or occur on or along a seam.
- Ballpoint pen ink, wax crayon, water based marker, facial cosmetics or nail polish
- Color transfer from denim jeans or newspaper

On A&P Leather or Vinyl:

- Household food and beverage product stain
- Stain from human and pet saliva, urine, stomach fluid, or blood
- Burn or singe mark caused by brief contact with flame or heat
- A single or otherwise limited and accidental rip, tear, puncture or cut that does not originate or occur on or along a seam.
- Ballpoint pen ink, wax crayon, water based marker, facial cosmetics or nail polish
- Cracking or peeling of leather and vinyl in seating and non-seating areas limited to after the first year and is in a single area.
- Color transfer from denim jeans or newspaper

On Indoor Wood Furniture:

- Household food and beverage product stain (excluding accumulation)
- Fading from sun exposure
- Accidental burn or singe mark caused by brief contact with flame or heat
- Accidental damage from finger nail polish or finger nail polish remover
- Failure of assembled joint (excluding chairs) of solid or veneered wood furniture
- Water or household beverage marks or rings
- Accidental scratch penetrating through the top coat finish
- Accidental dent, gouge or chipping
- Cracking, peeling, lifting, warping, splitting and checking of solid wood or veneered surfaces

HOW THE PLAN WORKS

If the item covered by the Plan becomes accidentally stained or damaged as described above during normal residential use and Consumer cannot correct the stain or damage using FPP's products in accordance with the applicable directions and procedures, representing a failure of the FPP product, FPP will, at its sole option, clean, repair or replace the affected portion of the item or the complete item with the same or a similar item having a retail purchase price less than or equal to the original purchase price of the covered item. Service or replacement is limited to the affected covered item only.

The Consumer is the only person eligible for coverage under the Plan. The covered item must be received from the retailer free from stains and damage. The Plan does not cover stains or damage resulting from transit of any item. If the covered item is not maintained as required by the furniture manufacturer's warranty or the Consumer does not cooperate with the reasonable request of FPP in its efforts to perform its obligations, the Plan becomes void.

HOW TO OBTAIN OR CANCEL SERVICE

Within five (5) days of the stain or damage occurring, contact our customer service department, which will coordinate the administration of the Plan, using the following toll free number: (866) 981-1212, text to: 405-951-1360 e-mail address: Service@furnitureprotection, or mailing address: 234 Quadrum Dr., Oklahoma City, OK 73108, Attn: FPP Service Department. To obtain service, the Consumer must provide the following:

- The original receipt showing Consumer's purchase of the FPP products and the covered item(s);
- The original copy of this Plan;
- The original delivery date of the covered item(s);
- The date of the occurrence of the stain or damage; and
- A description of the cause and nature of the stain or damage.
- Be able to provide requested picture of the affected covered item

Except where otherwise required by applicable state law, any right to cancel this Plan and to obtain a refund of the purchase price for the FPP products purchased herewith is strictly limited to the return of all such FPP products in acceptable condition within seven (7) days of the earlier of the date of delivery or receipt of the covered item. There is no right to cancel this Plan or to a refund in any other case including, but not limited to, if any FPP products or any covered item is lost, stolen or destroyed, or if any FPP products or any covered item is sold or otherwise disposed of by the Consumer. If this Plan is inadvertently sold in connection with an item which was not intended to be covered by this Plan, the Plan will be cancelled as to such item and the Consumer will receive a refund of the purchase price of the Plan applicable to such item. FPP may also cancel this Plan, at its sole option, on the basis of fraud or misrepresentation.

THE SERVICE PROCESS

If FPP determines that the reported stain or damage is covered under the Plan, FPP will perform one or more of the following:

- FPP may provide free professional stain removal, repair advice and/or products to aid in the cleaning or repair of the stained or damaged area or item.
- If the stain or damage persists, FPP may arrange for a no charge, in-home service by a professional technician. The covered item must be readily accessible in order for service to be performed and an adult of legal age must be present.
- If FPP's designated technician cannot effect an in-home repair and determines that stain removal or damage repairs must occur off-site, the covered item will be removed and returned at no cost to the Consumer.
- If FPP's designated technician cannot remove the stain or effect repair, FPP, at its sole option, may elect to replace the affected area of the covered item. Such replacement will constitute FPP's complete satisfaction of its obligations under this Plan with respect to the affected area (of the covered item), and there will be no further coverage under this Plan with respect to such affected area. With respect to upholstered furniture, please be advised that dye lots vary and furniture may fade over time, so replacements may not exactly match the color of non-replaced areas, and FPP will not be responsible for dye lot or texture variations.
- In the alternative, FPP, at its sole option, may elect to replace the covered item in its entirety if the affected area cannot be reasonably repaired or replaced; provided, however that the replacement option is not available for items sold "AS-IS". Consumer may select a new replacement item equal in value to the original purchase price of the covered item. Credit given will be limited to the price paid for that single item. Reselection must be completed within 60 days after FPP notifies the Consumer of the option to replace the covered item. Replacement selection will be done at the original place of purchase; otherwise, FPP, at its sole option, will refund a pro-rated portion of the purchase price of the covered item. All replaced items shall become the property of FPP. The foregoing replacement option will be limited to the price paid for the covered item (exclusive of delivery fees). If FPP replaces the item in its entirety, such replacement shall constitute FPP's complete satisfaction of its obligations under the Plan with respect to the entire covered item and there will be no further coverage under this Plan with respect to such item. Any replacement items sold as new may include a manufacturer's warranty and the retailer has the option to offer a new Plan with respect to the particular replacement item.

LTO ARRANGEMENTS

Where the FPP product and covered item were initially acquired under an LTO Arrangement, until (i) the Lessee has paid in full its obligations under its LTO Arrangement, (ii) it has acquired ownership of the FPP product and covered item, and (iii) Lessor has provided FPP with a written notice of same, FPP is authorized and directed to pay any cash settlement or refund proceeds payable by FPP under the terms of the Plan to the Lessor, and not the Lessee. The obligation of FPP shall be satisfied and discharged to the extent of any such payment to the Lessor. The Lessee agrees that it will not collect or accept any cash settlement or refund proceeds or other financial obligation payable under the Plan without the prior written consent of the Lessor. Except as specifically provided in this paragraph, the Lessee will have a beneficial interest in this Plan, and the Lessor agrees that all non-cash benefits described herein shall be rendered directly to the Lessee. Any reference to purchased, sold, or similar terms shall include leased and its derivatives. Any reference to purchaser shall mean the Lessee under the LTO Arrangement and not the Lessor.

IMPORTANT COVERAGE EXCLUSIONS

With respect to all furniture, this Plan does not cover: anything not specifically listed in the "Plan Coverage" section above; in transit damage and/or stain; damage resulting from failure to comply with the covered item's manufacturer's or retailer's warranty, as applicable; willful abuse or misuse; stain from dye, caustic solution, bleach, or stain of unknown origin; damage from normal use; generalized wear or tear, lack of maintenance and/or everyday use; except as listed in the "Plan Coverage" section herein, any stain or damage from pets; odors; loss of nail heads; accessories not originally included with or sold as part of the covered item; used furniture and/or furniture without manufacturer's warranty and/or retailer's warranty; any costs or damage arising from repairs and/or cleaning by any third-party without written authorization from FPP; any cleaning and/or repair products and/or procedures used without written authorization from FPP; any damage by FPP products not used according to product instructions; all natural characteristics that cause appearance variation; consequential or incidental damages, except those expressly covered herein; delivery fees for a replacement item; personal injury damages; lost profits, lost savings, or other economic damages; loss of use of the covered item; furniture kept in storage; furniture subjected to use in any commercial, non-residential, rental (excluding, to the extent applicable, the lease of a covered item to the Lessee in connection with an LTO Arrangement) or in-home day care businesses or setting; damage from prolonged exposure to fire or heat; damage from fraud, intentional acts, war, hostilities, terrorism or vandalism; and acts of God. Specifically with respect to upholstered furniture, this Plan does not cover: permanent marker; damage or stain from soiling, body oil, hair oil, or perspiration; darkened areas where head and legs contact furniture; accumulated soiling, cracking, peeling, or scratching from wear or tear, lack of maintenance and/or everyday use; fading, or color loss and/or discoloration; any nubuck or other suede leathers; any rugs or accessories; any patio furniture; upholstery frames or springs; loss of cushion resiliency; loss of trim or fringe; throw pillows; or failure or loosening of threads or separation of seams along seam lines. Specifically with respect to indoor wood furniture, this Plan does not cover: seam separation and failure of assembled joints on all dining chairs or RTA (ready to assemble) furniture, loss of silvering of mirrors and glass; metal hardware on case pieces; metal, natural/faux stone or resin; or furniture kept or used outdoors. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the foregoing limitations or exclusions may not apply to certain consumers.

IMPORTANT INFORMATION

This Plan is not renewable or transferable; provided, however, the Plan may be transferred in the event the initial Consumer is a contractor or builder who sells the covered item in connection with the sale of the residential property in which such item resides and the Plan is transferred to the purchaser of such residential property. This Plan does not supersede any warranty provided by the manufacturer of the covered item. FPP's failure to exercise any rights under this Plan does not waive those rights. Technicians referred to in this Plan may be independent contractors of FPP's and may not be employees of FPP. FPP assumes no responsibility for statements or claims made by technicians, or anyone other than FPP employees. Further, FPP assumes no liability, incidental to or in connection with, services provided by its independent contractors. Any provision contained herein which is found to be contrary to state or local laws shall be deemed null and void and the remaining provisions shall continue in full force and effect.

This Plan is not a contract of insurance; however, the obligations under this Plan are insured by a Contractual Liability Insurance Policy provided by Bankers Insurance Company, 11101 Roosevelt Blvd. N, St. Petersburg, FL 33716.

This Plan gives you specific legal rights, and you may have other rights which vary from state to state. Any controversy or claim for damages arising out of or relating to this Plan or breach thereof shall be settled by arbitration administered by American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration rules, and judgment on the award rendered by the arbitration, may be entered in any court having jurisdiction thereof. The parties are required to engage in such arbitration before pursuing any legal remedies in any court of law and may do so by contacting the AAA by sending a letter via registered mail to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or by calling 877-495-4185 to initiate arbitration proceedings. Upon initiating the arbitration process, an arbitrator will be appointed by the AAA and will oversee the proceeding. The Consumer must initiate the process within 45 days of the event giving rise to the Consumer's complaint and must be prepared to provide information related to the purchase of the covered item, the purchase and application of the furniture protection products, treatment and maintenance of the furniture, any and all damage to the furniture, actions taken to correct the damage, communications with FPP or others concerning the damage and any other information related to the events giving rise to the Consumer's complaint.

I have read and accept the terms and conditions as set forth in this Plan.

Consumer/Lessee Signature

Date