

If you default, you agree to pay our costs for collecting amounts owed, including, without limitation, court costs of collection occasioned by removal of the goods from the state without our written permission, your failure to notify us of any change of residence, or your failure to communicate with us for a period of 45 days after any default in making payments due under this Agreement. FINANCE CHARGES will continue to accrue at the rate specified above after any default and/or and judgment.

REMEDIES: If you are in default of this Agreement, we have all of the remedies provided by law and this Agreement. Remedies include, but are not limited to: (1) We may require you to immediately pay us the remaining balance, including the Amount Financed, FINANCE CHARGES, Insurance charges, and all other agreed charges. (2) We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. If we repossess the goods purchased under this Agreement, we have the right to sell them at a public or private sale and to apply the proceeds of the sale to the balance due. If we receive more money from the sale than you owe, we will pay the difference to you. (3) We may pursue a judgment against you for the Amount Due under this Agreement.

Except to the extent limited by law, by choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

In the event we repossess the goods, we must give you notice of your right to redeem, and notice of either public sale of the goods or of our intention to keep the goods, we the case may be. Notice will be in a manner prescribed by Applicable State law.

ASSIGNMENT OF AGREEMENT: You agree that we may, at our option, assign your payment obligations under this Agreement to anyone we choose. It is expected that we will assign this Agreement and purchases made under it to MBF, L.L.C. without further notice to you. You agree that the assignee will have all of our rights and remedies under this Agreement, and you agree to pay all that is still owed under this Agreement to the assignee. We may assign the Agreement and retain our right to receive the FINANCE CHARGE. You may continue to make purchases under this Agreement after it has been assigned and the terms of this Agreement will apply to those purchases.

CHANGE OF NAME, ADDRESS, OR EMPLOYMENT: You agree to notify us in writing if you change your name, address or place of employment.

SEVERABILITY CLAUSE: If any provision of this Agreement is held to be unenforceable, that determination will not affect the validity of the remaining provisions of the Agreement.

JOINT ACCOUNTS: If this is a joint account, each of you will be jointly and individually responsible for all amounts due on this Account. On request by any party to the Account or on receipt of inconsistent instructions, we may, at our option and without notice to any other party, refuse to permit any purchase, or refuse any other request with respect to the Account.

MISCELLANEOUS: Loss or damage of goods will not release you from the obligation to pay, after you have accepted delivery of the goods. We are authorized to take all necessary action to perfect and continue perfection of our security interest in all goods purchased pursuant to this Agreement. We may disregard any statement on or accompanying a check written in payment of amount owed under your Account if the statement is to the effect that the payment constitutes "payment in full" of the amount owed, and we may deposit such check without giving notice to you. Your Account will not be considered "paid in full" until the unpaid balance and any applicable FINANCE CHARGES or other charges have been paid. If you dispute any charges on your Account, you must follow the procedures described in the "Your Billing Rights" section below to resolve the disputed charge.

We can waive or decline to enforce any of our rights under this Agreement at any time without losing them.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**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.

1. 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:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop 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.

2. 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 that 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 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name 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 do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

CUSTOMER PRIVACY POLICY NOTICE

Protecting your privacy is important to Mathis Brothers. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use current technology to manage and maintain customer information. The following policy serves as a standard for all employees for collection, use, retention and security of nonpublic personal information.

What Information We Collect

We collect "nonpublic personal information" about you from the following sources:

- information we receive from you on application or other forms;
- information about your transactions with us or others; and
- information we receive from third parties such as credit bureaus.

"Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history and overdraft history.

What Information We Disclose

We are permitted under law to disclose nonpublic personal information about you to other third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in servicing your account with us, to government entities in response to subpoenas and to credit bureaus. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this notice.

Our Security Procedures

We also take steps to safeguard customer information. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Explore the convenience of a Mathis Brothers account!

Oklahoma City, OK
3434 W. Reno
Oklahoma City, OK 73107
405-943-3434

Ontario, CA
4105 E. Inland Empire Blvd.
Ontario, CA 91764
909-919-2499

Indio, CA
81410 Hwy. 111
Indio, CA 92202
760-863-3500

Tulsa, OK
6601 S. 101st E. Ave.
Tulsa, OK 74133
918-252-5655

MATHIS GOLD CLUB **Strike Gold!**
MEMBERSHIP IS FREE

In addition to your charge card, you can sign up for even more exclusive offers. Go to www.mathisbrothers.com for more information.

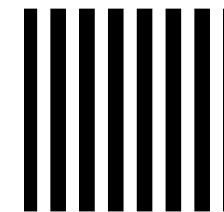
Exciting Account Benefits!

- Does not charge an annual fee
- Flexible payment options
- Provides shopping freedom
- Can help build good credit
- Keeps you updated on special items and upcoming events
- Makes online purchasing simple



Just complete the application to get started.

Visit us at www.mathisbrothers.com



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1416 OKLAHOMA CITY OK

POSTAGE WILL BE PAID BY ADDRESSEE

MBFLLC
PO BOX 270600
OKLAHOMA CITY OK 73137-9914



Enjoy the benefits of a Mathis Brothers account!



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

PLEASE FOLD OVER AND SECURE WITH ADHESIVE STRIP

PLEASE PRINT. Incomplete form may result in the decline of your application.

Applicant: Please tell us about yourself

First Name	Initial	Last Name	Date of Birth	SSN	Home Phone
Street Address	Apt. No.	City	State	Zip	
Residence	Time at Residence	Mortgage / Rent Payment	Mortgage Holder		
Employer Name	Time Employed				
Employment Phone	Occupation				
Gross Employment Income	Other Income	Other Income Source			

Co-Applicant: Please tell us about yourself

First Name	Initial	Last Name	Date of Birth	SSN	Home Phone
Street Address	Apt. No.	City	State	Zip	
Residence	Time at Residence	Mortgage / Rent Payment	Mortgage Holder		
Employer Name	Time Employed				
Employment Phone	Occupation				
Gross Employment Income	Other Income	Other Income Source			

Relationship to Applicant _____

Income Notice: You need not disclose alimony, child support or separate maintenance income if you do not wish to have it considered as a basis for repaying this obligation.

Tell us about your credit references

Do you have any of the following accounts? Please check the appropriate boxes:

Checking (Name of institution) _____ Visa American Express Sears

Savings (Name of institution) _____ Master Card Discover J.C. Penney

Nearest Relation not living with you _____ Address _____ Phone No. _____ Relationship _____

Identification - (Valid Drivers License, State ID or Military ID) If in store, must be filled out by associate

Applicant				Co-Applicant			
<input type="checkbox"/> Drivers License	State	Identification Number	Expiration Date	<input type="checkbox"/> Drivers License	State	Identification Number	Expiration Date
<input type="checkbox"/> State ID				<input type="checkbox"/> State ID			
<input type="checkbox"/> Military ID				<input type="checkbox"/> Military ID			

BY SIGNING THIS AGREEMENT, YOU AGREE TO THE TERMS OF 1,2,3,4 AND 5 OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Buyer: _____

Signature _____ Date _____

Co-Buyer: _____

Signature _____ Date _____

Seller: _____

Signature _____ Date _____

ALL CREDIT INSURANCE IS VOLUNTARY AND IS NOT A FACTOR IN DECIDING UPON YOUR APPLICATION. PROPERTY INSURANCE MAY BE OBTAINED FROM A PERSON OF THE ACCOUNT HOLDER'S CHOICE.

Insurance is not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. You may obtain property insurance from anyone you want. The coverages included in this insurance is single credit life, accident and health, involuntary unemployment and property. Except for the property coverage, this insurance program covers only the primary debtor. Coverage will automatically expire when you reach age 71.

The cost of insurance in Oklahoma is .89 per \$100.00 of the previous month's balance on your account each month. The cost of insurance on California is .718 per \$100.00 of the previous month's balance on your account each month.

I want insurance

SIGNATURE _____

I do not want insurance

SIGNATURE _____

By applying for an account, you agree: (1) to the credit information instructions below; (2) that we may request and receive credit information about you from any credit agency or third party, unless you object by calling (405) 946-9741 between 8:30 a.m. and 5:30 p.m. Central Time; (3) that we may give out information we have about you and your account to credit reporting agencies and others who are

allowed to receive it; (4) that we may transfer any credit information we have about you to our Affiliates or their agents for solicitation purposes in order that you may learn about their credit or other offerings; and (5) to the terms of the Revolving Agreement and Disclosure Statement ("Agreement") as set forth in the complete copy of the Agreement attached to this application.

Revolving Charge Account Agreement & Disclosure Statement

ACCOUNT OPENING DISCLOSURES PURSUANT TO THE FEDERAL TRUTH-IN-LENDING ACT

Interest Rates and Interest CHARGES:	
Annual Percentage Rate (APR) for purchases	21%*
How to Avoid Paying Interest	There is no grace period allowing you to repay your balance for purchases before being charged a FINANCE CHARGE. We will begin charging interest on purchases on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$.50
Fees:	
Initial Fee	None
Annual Fee	None
Penalty Fees	None
<ul style="list-style-type: none"> Late Payment Returned Payment 	Fee will range between \$15 and \$25, based on the applicable state law. See the Agreement for the applicable fee.

How we will calculate your balance: We use a method called "average daily balance" (including new purchases). See the below Agreement for more details.

***Introductory APR:** If your Account is eligible for an Introductory APR, we will notify you of the applicable Introductory APR and the duration of the Introductory Rate when you open the Account.

Loss of Introductory APR: We may end your Introductory APR and apply the standard APR of 21% if any payment is received by us more than 10 days after the scheduled due date.

Billing Rights: Information about your right to dispute transactions and how to exercise those rights is provided in the below agreement.

Refer to the remainder of this Agreement including the reverse side, for terms and conditions of your Account that affect your rights and obligations.

This Revolving Charge Account Agreement and Disclosure Statement ("Agreement") governs the use of your Mathis Brothers Furniture Revolving Charge Account. In this Agreement the terms "we", "us", or "our" mean Mathis Brothers Oklahoma City LLC, Mathis Brothers Tulsa LLC, LBC Limited Partnership, MBF LLC, LBJ Rugs and Mathis-Evans LLC. The terms "you" and "your" mean the person or persons, if more than one, who have accepted this Agreement either by signing the Agreement or using the revolving charge account.

TYPE OF ACCOUNT AND AGREEMENT: You have applied for and we have

approved for you, a revolving charge account (your "Account") under which we will permit you to make purchases from us, up to the amount of your unused credit limit (your "Available Credit"). This Agreement is deemed accepted by you if (1) you sign the Agreement; (2) you sign the application containing the terms of the Agreement; or (3) after receiving this Agreement, your Account is used by you or a person authorized to use the account. Accepting the Agreement in any of the three ways described means that you agree to the terms and conditions contained in this Agreement and the terms and conditions contained in application, which is part of this Agreement.

GOVERNING LAW: If you are making a purchase from a California-based Mathis Brothers Furniture store, this Agreement will be governed by and interpreted in accordance with the laws of California. If you are making a purchase from an Oklahoma-based Mathis Brothers Furniture store, this Agreement will be governed by and interpreted in accordance with the laws of Oklahoma.

CREDIT LIMIT: Your "Credit Limit" is the maximum amount we have approved for you to owe us at any single time. We have notified you of your initial Credit Limit. Your Credit Limit and Available Credit will be shown each month on your Billing Statement. From time to time, we may increase or decrease your Credit Limit. If we do so, we will notify you of the increase or decrease in writing or the new Credit Limit with be reflected in your Billing Statement. As you use your Account, all purchases and other obligations, including FINANCE CHARGES, will be deducted from the Credit Limit. You agree not to allow the amount you owe us at any one time to exceed this Credit Limit. If you attempt to exceed the Credit Limit we may cancel this Agreement and may require you to immediately pay us the entire balance outstanding under your Account, including all unpaid purchases, FINANCE CHARGES, and any other charges that may be assessed to your Account.

PROMISE TO PAY: You promise to pay us, according to the terms of this Agreement,

for all purchases, including in-store, internet, and telephone purchases, FINANCE CHARGES, Insurance charges, and any other charges that may be assessed to your Account. Your promise to pay us by the "Due Date" shown on your monthly billing statement no less than the "Minimum Amount Due" shown on the monthly billing statement. The Minimum Amount Due is the sum of (1) the "Minimum Monthly Payment" figured in the manner described under the caption "Minimum Monthly Payment" in this Agreement, and (2) any "Amount Past Due"

MINIMUM MONTHLY PAYMENT: To figure your Minimum Monthly Payment, we first take the greater of (1) \$25 or (2) 1/30th of the Account Balance (including previously billed FINANCE CHARGES) immediately following the latest purchase on your Account. We then round this amount to the next higher dollar. Your Minimum Monthly Payment is this figure or the New Balance shown on your monthly billing statement, whichever is less. Your Minimum Monthly Payment does not automatically decline as your balance declines. MINIMUM MONTHLY PAYMENT DURING INTRODUCTORY APR PERIOD: If you are approved for 0% Introductory APR, your minimum monthly payment during the term of the Introductory APR will be computed by dividing the dollar amount of your purchase by the term of the Introductory APR, in months. Thus, you will have equal payments for the term of the Introductory APR. Upon expiration of your Introductory APR term, your minimum monthly payment will be computed in the manner described above.

You must mail the payment to the address shown on the monthly Billing Statement, or if you choose, you may make payments in person at Mathis Brothers Furniture retail stores. Your payment will be credited as of the date of receipt by us (whether mailed or made in person).

You can pay the outstanding balance on your Account in full or in part at any time without penalty.

APPLICATION OF PAYMENTS: We will apply payments we receive from you in the following order: first, to unpaid FINANCE CHARGES, Insurance charges, and any other unpaid charges; and second, to purchases and other debits charged to the Account, in the order posted to the Account.

FINANCE CHARGE

"FINANCE CHARGE" is the dollar amount the credit extended will cost you. The FINANCE CHARGE is computed by multiplying the Daily Periodic Rate shown in the table below by the number of days in the billing period (usually around 30) and multiplying that result by the balance subject to FINANCE CHARGES. There is a minimum FINANCE CHARGE of \$.50 imposed in any billing period where a FINANCE CHARGE is due.

FINANCE CHARGE SCHEDULE			
Applicable State Law	Daily Periodic Rate(s)	Balance(s) Subject to FINANCE CHARGES	Annual Percentage Rate
See "Governing Law" provision above	0.05753%	Full Balance	21%

The Balance subject to FINANCE CHARGES is the Average Daily Balance. To get the Average Daily Balance, we divide the sum of the closing daily balance for all of the days in the billing period by the actual number of days in the billing period. The closing balance is computed daily by adding to the previous day's balance all purchases posted to your Account on such day, if any, and subtracting all payments and credits applied to the principal balance on such day. Purchases are posted to the Account no earlier than the date the goods or services are purchased or the date the goods are delivered or services are completed whichever is later. Unpaid FINANCE CHARGES, if any, are never included in the balance subject to FINANCE CHARGES.

FREE PERIOD / GRACE PERIOD: FINANCE CHARGES begin to accrue on the date the purchase is posted to the Account, as described in the above paragraph. There is no "free period," or grace period during which credit extended may be paid without incurring a FINANCE CHARGE.

LATE CHARGE: None. During an applicable Introductory APR period, or Promotional Rate period, if any payment is received by us more than 10 days

after the scheduled Due Date, you will lose Introductory or Promotional APR and the standard 21% APR will apply to the unpaid balance as of the date of purchase.

RETURNED PAYMENT FEE: You agree to pay us a fee if your bank dishonors any payment instrument you give us. The fee will be a \$15 if California law governs this Agreement. The fee will be \$25 if Oklahoma law governs this Agreement. Refer to the "Governing Law" Provision above for applicable state law.

CHANGE OF TERMS: We may offer a Promotional APR for subsequent purchases made under your Account. You will be notified at the time of the transaction if a Promotional APR applies to your purchase. We may, at any time and to the extent not prohibited by applicable law, change the rates and other terms and conditions of your Account (with respect to existing balances and future purchases), including your Credit Limit or the periodic rate of FINANCE CHARGE. To the extent required by law, we will notify you by mailing written notice at your last known billing address prior to the effective date of the change and given you the opportunity to close your Account and pay off any balance you owe under the terms of this Agreement prior to the change.

ACCOUNT TERMINATION OR TEMPORARY SUSPENSION: We can terminate your Account, accelerate the balance of your Account requiring you to pay us the entire outstanding balance in one payment, and charge you certain fees; or we can temporarily suspend credit privileges for your Account, refuse to permit additional purchases or reduce your credit limit if you do not make your Minimum Payments under this Agreement or if you engage in fraud or material misrepresentation in connection with your Account. We may also terminate your Account privileges due to inactivity or if you move from our service area.

You, and anyone you have authorized to use your Account, may not make purchases on your Account while it is suspended. If we temporarily suspend your Account privileges, the suspension will become effective on the date we mail you notice. During the suspension period you must still pay at least your Minimum Monthly Payment by the Due Date specified on your billing statement. When the reason for which your Account was suspended ceases to exist, if you request us to do so, we may reinstate your Account privileges. FINANCE CHARGES will continue to accrue at the rate specified during suspension.

SECURITY INTEREST: You grant us a security interest under the applicable state law's Commercial Code in the goods or property being purchased, including in-store, internet and telephone purchases. Our security interest includes all attachments, accessories, and equipment placed in or on the goods, except you do not grant us a security interest in your home even if the goods are installed in your home. Refer to the "Governing Law" provision above for applicable state law. You agree that the purchase of the above goods is for personal, family, or household use only. NOTICE: if you fail to make payments as agreed, or are otherwise in default, you agree that Seller, or any lawful assignee of Seller's rights under this Agreement, can repossess any goods which have not been paid for in full. No goods purchased under this Agreement are intended to serve as collateral or security for any other purchase while unpaid.

OWNERSHIP AND DUTIES TOWARDS PROPERTY: By giving a security interest in the Property, you agree: (1) to keep the Property in good condition; (2) to notify us of any loss or damage to property; (3) to provide us reasonable access to the Property for purposes of inspection; (4) to keep the property free from liens and other security interests; (5) to promptly pay all taxes and assessments thereon; and (6) to not destroy or dispose of the merchandise or encumber it until the property has been paid in full.

DEFAULT: You will be in the default if any of the following occurs: (1) you fail to pay the Minimum Amount Due on the Due Date; (2) you fail to perform any other obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do); or (3) you become a debtor in any bankruptcy proceeding, or others take legal action to collect money or repossess property from you.