

## NEBRASKA FURNITURE MART REVOLVING CHARGE AGREEMENT

1. I (Cardholder) agree to pay for all purchases charged to my account by me or any person authorized to use the account in accordance with the terms of this agreement. My liability is joint and several with any cardholders signed below or otherwise becoming party to the account or this agreement. Any person authorized to use the account, by use of the account, accepts the terms of this agreement and grants the same rights and authorizations as though a party to this agreement. I understand that this agreement is with Nebraska Furniture Mart, Inc., a Nebraska corporation, and its wholly owned subsidiaries, NFM of Kansas, Inc. and Homemakers Plaza, Inc. (collectively hereinafter referred to as "NFM"). All charges on the account are subject to the prior approval of NFM. NFM has the right to change any terms of this agreement by sending me a written notice. Use of the card/charges to the account after such notice will constitute agreement to the revised terms. If a Significant Change (as defined by Regulation Z of federal law) to this agreement is made, NFM will send me a written notice a minimum of 45 days before the effective date of the Significant Change. Under the circumstances which will be described in any such notice, I may have the right to reject such Significant Change before the effective date and close the account. Use of the account more than 14 days after such notice will constitute agreement to any such Significant Change in regard to such transaction(s), even if I subsequently reject the Significant Change before the effective date.

### Collateral

2. I and any authorized person by use of the account grant to Nebraska Furniture Mart, Inc. a purchase money security interest to the fullest extent allowed under the Uniform Commercial Code and all applicable law in all merchandise purchased under this agreement. I agree that the purchase of such merchandise is for personal, family, or household use only. **NOTICE: If payments are not made as agreed, or the account is otherwise in default, NFM can repossess any merchandise which has not been paid for in full.** NFM waives any lien on my principal dwelling, except liens created by a court judgment or acquired by a filing against real estate as provided by applicable law. Merchandise purchased under this agreement will not become fixtures nor shall the merchandise become accessions to other merchandise. No merchandise purchased under this agreement is intended to serve as collateral or security for any other purchase. NFM has elected not to cross-collateralize the items sold under this agreement.
3. If I charge a service contract or extended warranty to my account, I agree that NFM may, upon my default and with such notice and compliance with any other requirements of applicable law, contact the issuer, cancel the contract or warranty, and collect the unearned premiums, if any, for application against my account balance.

### Statements and Payments

4. If I have a balance on my account or if transactions have occurred within a statement period, NFM will send me a statement. It will show a date identified as the Statement Date, and will show the total balance owed as of the Statement Date identified as the New Balance. I can pay the total balance on my account at any time. I agree to make at least a Minimum Monthly Payment on or before the Payment Due Date specified on the statement, which will be a minimum of 21 days from the Statement Date. The Minimum Monthly Payment will be 4% of the New Balance rounded to the next higher dollar amount or \$15.00, whichever is greater. I can always pay more than the Minimum Monthly Payment. I

understand promotional purchases with "Deferred Interest" will be included in the calculation of the Minimum Monthly Payment.

5. **NOTICE: If I pay the New Balance on or before the Payment Due Date, no finance charge will be added to the account for that month. Otherwise, Finance Charges accrue from the date each transaction is posted.**
6. Unless applicable law otherwise requires, payments will be applied first to outstanding finance charges, insurance charges, late charges and any past-due amounts. After outstanding fees and past-due amounts are paid, the Minimum Monthly Payment, as well as any excess over the Minimum Monthly Payment, will be applied as follows: first to promotional "Deferred Interest" amounts during the last two cycles of the promotional period; next to interest-bearing amounts, in interest rate order, higher rates first; then to other promotional "Deferred Interest" amounts in the order of expiration, soonest first.
7. I hereby authorize NFM to utilize information from any credit reporting agency at its option to periodically evaluate my credit rating and to make credit decisions based upon that information. This is a continuing authorization and may be terminated only by written revocation delivered to NFM pursuant to paragraph 16.
8. I hereby authorize NFM to charge to my account any purchase which I or any person authorized to use the account make via telephone or the internet. At the time of purchase, I or any such authorized person must provide to NFM certain information to verify identity and account number. I and any such authorized person, by use of the account agree that any purchases made in this manner will be subject to a security interest in favor of NFM until such time as all purchases have been paid for in full. I acknowledge that purchases made by me or any authorized person via telephone or the internet will not be documented by a sales receipt bearing my initials or signature or those of any such authorized person. I and any such authorized person agree that lack of a signature or initials in these circumstances will not be a valid basis to dispute NFM's security interest or my obligation to pay for the purchase unless I have properly complied with the billing dispute procedures as set forth herein.
9. **NOTICE: Pricing or mathematical errors are subject to revision by NFM upon written notice to me.**

#### **FINANCE CHARGES**

10. **NOTICE: If I do not pay the total New Balance by the Payment Due Date, a FINANCE CHARGE will be added to the account for the current billing period. THE FINANCE CHARGE WILL BE A PERIODIC RATE OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%) COMPUTED ON THE AVERAGE DAILY BALANCE (INCLUDING CURRENT TRANSACTIONS).**
11. To calculate the Average Daily Balance, NFM will take the beginning balance of my account each day, add any new purchases or charges, and subtract any payments or credits. This gives NFM the daily balance. Then NFM will add all the daily balances from the billing cycle and divide the total by the number of days in the billing cycle. This gives NFM the Average Daily Balance. Under the terms of special promotions identified as Deferred Interest, certain purchases may have interest deferred for specified periods of time. Such purchases will be temporarily excluded from the calculation of the Average Daily Balance for the applicable length of time.

#### Default and Acceleration

12. If I fail to make payments as agreed, or am otherwise in default, my entire balance (including all Deferred Interest purchases) may, at NFM's option and after such notice, opportunity to cure and/or other requirements of applicable law, become due and payable. NFM's waiver of any default shall not operate as a waiver of any other default. If NFM elects to enforce its rights under this agreement, including but not limited to repossessing its collateral, or any other rights with regard to its security under the Uniform Commercial Code and/or applicable law, I agree to pay reasonable expenses, court costs and attorney fees incurred by NFM to the extent allowed by applicable law.

#### Other Charges and Fees

13. **NOTICE:** If I fail to make my minimum monthly payment, NFM may charge me a late charge. 10 days after the Payment Due Date, NFM may, to the extent allowed by applicable law, charge: (a) (NE) 5% of the unpaid amount or \$5.00, whichever is greater; (b) (IA) 5% of the unpaid amount or \$15.00, whichever is greater; (c) (KS) \$5 if the unpaid amount is \$25 or less, or \$10 if the unpaid amount is over \$25; provided no late charge shall exceed \$25. If I make any payment with a check that is not honored by the bank on which it is drawn, NFM may, to the extent allowed by applicable law, charge: (a) (NE) \$25.00; (b) (IA) \$20.00; (c) (KS) after written notice, \$30.00.

#### Miscellaneous

14. This agreement shall be construed under the laws of the State of Nebraska if purchases are made from the store located in Omaha, Nebraska. This agreement shall be construed under the laws of the State of Iowa if purchases are made from the store located in Des Moines, Iowa. This agreement shall be construed under the laws of the State of Kansas if purchases are made from the store located in Kansas City, Kansas.
15. It is NFM's intent to comply with all state and federal laws and regulations which might cover any transaction under this agreement. Consequently, if there is a conflict between any term or condition of this agreement and applicable federal or state law or regulation, this agreement will be interpreted in such a way as to conform with the requirements of such law or regulation and, to the extent any non-conformity cannot be resolved, the term or condition will be construed to have been omitted from this agreement.
16. I understand that the address given below or with my application is the address to which NFM will send any written notices to me required hereunder. In the event the address has not been completed, is illegible or NFM has reason to believe it is no longer accurate, NFM is authorized to use the address I give in regard to the most recent transaction on the account. In the event I change addresses I must notify NFM in writing of such change of address. NFM's address for written notice purposes is: 700 S 72<sup>nd</sup> St, Omaha, Ne 68114.
17. I will keep the merchandise purchased in good condition and free from liens and other security interests, will pay promptly all taxes and assessments thereon and will not destroy or dispose of the merchandise or encumber it until NFM has been paid in full for said merchandise.
18. For all returned, exchanged, or cancelled merchandise, I agree to pay a reasonable fee to be determined by NFM. Such charges will be subject to the same terms as my purchases.

I agree to the terms printed on the front and back of the NFM sales receipt, which are incorporated herein by this reference.

19. Loss or damage to merchandise will not release me from the obligation to pay, after I have accepted delivery of said merchandise. I agree and understand that NFM is authorized to take all necessary action to perfect and continue perfection of its security interest in all merchandise purchased pursuant to this agreement. This writing contains the full, final and exclusive statement of the parties. NFM reserves the right to demand payment by cash or certified check.

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### PRICING ADDENDUM

APR:	18%
Grace Period:	At least 21 days
Balance Computation Method:	Average daily balance (including new purchases)
Late Payment Fee:	\$5-25
Returned Payment Fee:	\$20-30