

**CREDIT APPLICATION**  
(Page 1 of 2)



**John Deere Construction**  
Phone: 800-323-8542  
Fax: 800-826-8267



**PowerPlan**  
Phone: 800-634-9661  
Fax: 800-436-3224

Dealer Name: \_\_\_\_\_ Salesman/Location: \_\_\_\_\_ / \_\_\_\_\_ Dealer #: \_\_\_\_\_ Date: \_\_\_\_\_

Applying for:  RETAIL NOTE  LEASE  REVOLVING/POWERPLAN

Fields marked with an asterisk (\*) are required by law (USA PATRIOT ACT) when applying for revolving credit. Your application cannot be processed without this information.  
† Required for all applications submitted on behalf of an organization. If applicable, signature required below.

**APPLICANT INFORMATION (EITHER BUSINESS OR INDIVIDUAL)**

Type of Business\*  S Corp  C-Corp  General Partnership\*  LLC\*  Limited Partnership\*  Trust\*  Municipality  Sole Proprietor  
(please check one) ^ If applying as an LLC, a copy of the Operating Agreement & Articles of Organization is required with this application, or Partnership Agreement if applying as a Partnership, or Trust Agreement if applying as a Trust.  
Organizational Legal Name: (do not abbreviate)\* \_\_\_\_\_ Federal Tax ID #:\* \_\_\_\_\_

(OR) Individual's Legal First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Are you a U.S. Citizen?  Yes  No Time in Business: (Required) \_\_\_\_\_

Business Phone #:\* \_\_\_\_\_ Mobile Phone #: \_\_\_\_\_ Email address: \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ County:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Mailing Address: \_\_\_\_\_ County: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

**PRIMARY OWNER INFORMATION REQUIRED FOR PARTNERSHIP, LLC AND CORPORATIONS†**

First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Are you a US Citizen?  Yes  No

**CO-APPLICANT INFORMATION (EITHER BUSINESS OR INDIVIDUAL)**

Organizational Legal Name: (do not abbreviate)\* \_\_\_\_\_ Federal Tax ID #:\* \_\_\_\_\_

(OR) Individual's Legal First:\* \_\_\_\_\_ Middle:\* \_\_\_\_\_ Last:\* \_\_\_\_\_ Social Security #:\* \_\_\_\_\_

Physical Address:\* \_\_\_\_\_ County:\* \_\_\_\_\_ City:\* \_\_\_\_\_ State:\* \_\_\_\_\_ ZIP Code:\* \_\_\_\_\_

Date of Birth:\* \_\_\_\_\_ Phone#: \_\_\_\_\_ Are you a US Citizen?  Yes  No Time in Business: \_\_\_\_\_

**FINANCIAL INFORMATION: A legal valid drivers license or equivalent required at signing**

Bank Name: \_\_\_\_\_ ACCT #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Equipment Finance Co.: \_\_\_\_\_ ACCT #: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

**\*\* Insurance coverage is required and will ask for proof of coverage with financing (not applicable to Revolving/PowerPlan).**  
**Notice to Applicant:** You represent that the information given in the entire application, including all applicant names and any other information provided in this credit application is (1) true, correct, and complete, and (2) provided for the purpose of obtaining credit in an amount set forth in the credit policies and practices of John Deere Financial, f.s.b. (JDF), Deere Credit, Inc. (DCI), or John Deere Construction and Forestry Company (JDCFC) (collectively referred to as "we," "us," and "our"). You hereby authorize the release to us or our designee (and any assignee or potential assignee thereof) (1) your credit information from any source including, but not limited to, your balance sheet, cash flow statements, and any income statement. The authorization shall apply to this application and subsequently for the purposes of update, renewal, or extension of such credit and for reviewing or collecting the resulting account.  
You understand that any decision to grant or deny an installment or lease application will be made by DCI or JDCFC in Iowa. You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. You understand that this application may be used for obtaining credit or lease approval for any DCI or JDCFC product. You understand this account is for commercial and government use only. Married applicants can apply for an individual account. You authorize us to share information with our affiliates, disclose financial information about you as described in the credit agreement and further notices and disclosures sent to you, and to send you information by facsimile or other electronic means. You also agree that any notices or disclosures can, at your option, be provided electronically to the last Internet address that you provided us. You further certify that you are authorized to sign on behalf of the applicant.  
\*\*\* This Credit Application consists of two (2) pages. Notice to Applicant is continued on the next page.\*\*\*

<input checked="" type="checkbox"/>	_____	_____	_____	_____
<b>Applicant Signature (Required)</b>		<b>Title</b>		<b>Date</b>
<input checked="" type="checkbox"/>	_____, Individually	_____	_____	_____
<b>Primary Owner Signature Individually</b>		<b>Print Name</b>		<b>Date</b>
Required for Corporation, LLC & Partnership in addition to the signature on behalf of the Organizational Applicant above (by signing, such Primary Owner shall be personally liable for all transactions and obligations arising under any John Deere Financial account that may be approved by JDF pursuant to this Application).				
<input checked="" type="checkbox"/>	_____	_____	_____	_____
<b>Co-Applicant Signature</b>		<b>Print Name</b>	<b>Title (if business)</b>	<b>Date</b>

**Notice to Applicant (continued):**

By submitting your credit application, you agree that all information regarding your account may be provided to corporate affiliates of, all three referred to as, Lender, "we," "us," and "our" and other companies which may offer or provide services to you or Lender. Those affiliates may use certain consumer report information as a factor in establishing your eligibility for credit or insurance. If you object to this, you must notify us by calling 1-800-634-9661, and providing your name, Social Security number, address and account number, and certain consumer report information will not then be provided to those affiliates.

By submitting this application electronically, you agree that you are electronically signing this credit application and such electronic signature shall be treated as an affirmation by you to the truthfulness of all information provided on this application. You agree that we are expressly relying on the accuracy of the information submitted in making a credit or lease decision.

**APPLICANT(S) ACKNOWLEDGE THAT (1) THE SELLER HAS NOT REPRESENTED THAT THE TERMS OF THIS FINANCING ARE MORE OR LESS FAVORABLE THAN OTHER FINANCING (2) THE SELLER IS NOT APPLICANT'S AGENT IN OBTAINING THE FINANCING (3) APPLICANT MAY OBTAIN FINANCING FROM OTHER SOURCES AND (4) THE SELLER MAY BE COMPENSATED FOR SERVICES INVOLVED IN ARRANGING THIS FINANCING.**

If this application for credit is denied, or if your revolving (PowerPlan) credit limit is later decreased, you have the right to a written statement listing the principal reason(s) for that denial or credit limit decrease. To obtain the written statement, please send a letter to the following address within sixty (60) days from the date you are notified of that decision.

**For revolving credit applications and credit decreases:**

John Deere Financial  
P.O. Box 5328  
Madison, WI 53705

**For installment or lease applications:**

Customer Service Department – Construction Finance Group  
Deere Credit Services, Inc.  
P.O. Box 6600  
Johnston, IA 50131-6600

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We will send you a written statement of reason(s) for the denial or revolving credit limit decrease within sixty (60) days of receiving your request.

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You release all claims against DCI, JDCFC, John Deere Financial, f.s.b., and their affiliates and your other creditors for all acts or omissions which occur in verifying the above information.

**NOTICE FOR OHIO RESIDENTS (Installment and Lease Applications Only):**

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 credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE FOR MAINE RESIDENTS (Installment and Lease Applications Only):**

If your application for installment credit is approved, you will be required to obtain and maintain physical damage insurance on the collateral securing the debt. You have the right of free choice in the selection of the agent and insurer through or by which the insurance is placed.

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## PowerPlan™ Credit Agreement

**TERMINOLOGY.** In this Agreement the words *you*, *your*, and *yours* mean each person and/or business entity who applies for and is granted a PowerPlan Account, including any co-applicant identified on the application, as well as any person permitted to use the Account. JDF means John Deere Financial, f.s.b., or any subsequent holder of the Account or any balances arising under the Account.

**POWERPLAN ACCOUNT.** You request a PowerPlan Account from JDF, and further authorize JDF to issue a PowerPlan Account card to each merchant from whom you may make a purchase. By applying for a Preferred Account, or by using a Merchant Authorized Account to make a purchase from a merchant who requests JDF to open one for you, you agree that this Credit Agreement will apply to all purchases made through your PowerPlan Account by you or any person you authorize. This Agreement is not binding on JDF until JDF has approved your credit and given you notice of approval. You authorize JDF to honor any purchases you make by mail, telephone, internet, facsimile transmission (fax) or other electronic means on your Account. You agree that a signature is not necessary as authorization in such cases. You agree that any authorized use of your Account or Card constitutes your acceptance of all the terms and conditions of this Agreement, as it may be amended from time to time. If you submit your application to JDF by internet, facsimile transmission (fax) or other electronic means, you agree that the application will have the same effect as a signed original. You agree that you will promptly notify JDF in writing of any suspected loss, theft, or unauthorized use of the Account. You may be liable for the unauthorized use of your PowerPlan Account before you notify JDF in writing at PowerPlan, P.O. Box 5327, Madison, Wisconsin 53705-0327 of the unauthorized use. In any case, your liability will not exceed \$50. You agree to give JDF prompt notice of any change in your name, mailing address, or place of employment. You agree that until JDF receives notice of your new address, JDF may continue to send statements and other notices to the address you gave JDF on the application for this Account. You agree that, for the purposes of this Agreement, you will be deemed to "reside" in the state of your billing address as shown on JDF's records. You consent and agree that your telephone conversations with JDF may be recorded to further improve JDF's customer service. You agree that JDF and any affiliates and any retained debt collector may place phone calls to you using any telephone number, including a mobile phone number, you have provided to JDF, any affiliate or any retained debt collector, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. If more than one person or entity signed the application, each is jointly and severally responsible for all obligations, and amounts due, under this agreement. This agreement is not binding on JDF until JDF has approved your credit and given you notice of approval. If Maryland law applies, Subtitle 9 of Title 12 of the Maryland Commercial Law will apply.

**ACCOUNT TYPE.** If your PowerPlan Account arose through JDF's purchase of your existing account balance with a merchant, or at the request of one or more merchants your Account may be classified as a *Merchant Authorized Account*. Merchant Authorized Accounts are useable only at a merchant who asked JDF to finance your purchases from them. JDF may, in its sole discretion, classify your account as a Preferred Account. Certain special features or promotions that JDF may offer from time to time may be made available only to Preferred Accounts. When JDF opens your Account, and on each monthly statement, JDF will indicate whether your Account is either a Preferred or Merchant Authorized Account.

**ACCOUNT USE.** By applying for or accepting a PowerPlan *Commercial or Governmental Account*, you agree to use your Account *primarily* to make purchases for commercial or governmental use, and *not* for personal, family or household use. You agree to pay JDF all amounts charged by the use of the Account, plus Finance Charges, and the other charges described below. JDF will allow a purchase of authorized goods or services from a participating merchant to be made through your account as long as (1) you are not in default; (2) your financial condition has not materially or adversely changed; and (3) we have not been provided information by third parties that indicates serious charge-offs or delinquencies with other of your accounts.

**You agree that JDF is not responsible for the refusal of anyone to allow a purchase to be made through your PowerPlan Account.**

**CREDIT LIMIT.** JDF will establish and advise you of your regular credit limit when JDF opens your Account and on each monthly statement. JDF may establish separate credit limits with special conditions which will be disclosed to you on your monthly statement. Your use of any such special credit limit shall constitute your agreement to those disclosed special conditions.

You agree that JDF may increase or decrease your credit limit(s) at any time, in JDF's sole discretion, without prior notice to you. You agree to promptly prepare and provide to JDF any financial and Account information that JDF may, in its sole discretion, request from you.

**MONTHLY STATEMENT.** JDF will send you a monthly statement whenever there is activity on your Account, unless the only activity is a payment in full. Your monthly statement will show your New Balance, any Finance Charge, any Late Fees, the Minimum Required Payment and the Payment Due Date. In addition, it will show your Credit Limit(s), an itemized list of current Purchases, Payments, and Credits, as well as other information concerning your Account.

JDF will send your monthly statements on dates and in intervals determined by JDF. Such statement shall be deemed correct and accepted by you unless JDF is notified to the contrary in writing within 60 days of the date of that statement. If you think your monthly statement is incorrect, write to JDF on a separate sheet at the address shown on the back of your billing statement. Describe the error as best you can and include your Account number in all correspondence.

**PAYMENT.** The Payment Due Date is the date the payment must be received at the address shown on the front of your monthly statement. You may at any time pay your entire New Balance or pay more than the Minimum Required Payment, and you may avoid or reduce Finance Charges by doing so. However, payment of more than the Minimum Required Payment, while reducing your balance will not prepay your Account or be applied against future Minimum Required Payments. If your Payment Due Date falls on a Saturday, Sunday or holiday, the Payment Due Date will not be extended. All payments must be in U.S. dollars and drawn on funds on deposit in the United States. Payments must be sent to PowerPlan, at the address designated on your monthly payment stub or to any other payment address JDF later designates on your monthly statement payment stub.

**FINANCE CHARGE RATES.** Finance Charges on your PowerPlan Account may be calculated using **variable rates** that will be determined by reference to a "**Base Rate**" to which is added a "**Spread**" to arrive at the current rate. The same **Spread** will be used for purchase(s) within your Account.

The **Base Rate** from which your variable rates will be determined is the annual percentage rate of interest announced publicly from time to time by Citibank, N.A. in New York, New York as the base rate it uses for interest rate determinations, which was in effect at the close of business on the fifteenth (15th) calendar day of each month, or the next succeeding business day if the fifteenth is not a business day ("Reference Day").

The Spread added to the Base Rate to determine the **ANNUAL PERCENTAGE RATE (APR)** that will apply to your Account will be:

Spread	14.9%
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Rate increases and decreases, that result from changes in the Base Rate will take effect on the first day of the month, or the next succeeding business day if the first day is not a business day, after the Reference Day on which the Base Rate changes.

Changes in your variable rates will apply to your existing balances as well as to future purchases. An increase in your rate will increase the total Finance Charge accruing on your Account and the balance on which your Minimum Required Payment is calculated.

Current effective rates are shown below:

	Daily Periodic Rate(s) Regular Purchases	ANNUAL PERCENTAGE RATE(S) Regular Purchases
Rate	<b>.049726%</b>	<b>18.15%</b>

The above rates are correct as of the date of printing, May 30, 2011, but are subject to change after that date.

**FINANCE CHARGE CALCULATION.** Finance Charges will accrue on your Account Balances as follows:

JDF will assess a FINANCE CHARGE, calculated as shown below, if your New Balance is not paid in full on or before the Payment Due Date. To avoid additional Finance Charges on purchases, you must pay the New Balance, in full on or before the Payment Due Date.

The amount of your **Finance Charges** will be determined as follows:

JDF uses the daily periodic rates and corresponding **APR** shown in this Agreement. The applicable periodic rate is applied to the "Average Daily Balance" of your purchases, including current transactions, during the current billing cycle.

To get the "Average Daily Balance", JDF takes the beginning balance of your purchases each day, starting with any Previous Balance outstanding on the first day of the monthly billing cycle, add new purchases and debits and subtract payments or credits. This determines the daily balance. Unless JDF elects to use a later date, purchases are added to the daily balance as of the date of purchase.

JDF totals the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives JDF the "Average Daily Balance" which is shown on your monthly statement. Finance Charges may accrue on Special Promotions Transactions at a different rate, as explained in the Special Promotions section of this Agreement.

**DEFAULT FINANCE CHARGE RATE.** If you are in default, you may no longer qualify for any reduced interest rate Special Promotions and you agree that, at JDF's option, the APR applicable to any outstanding reduced interest rate Special Promotion(s), may be increased to the APR described in this agreement.

**A MINIMUM FINANCE CHARGE** of One Dollar will be made when the result of the application of the periodic rate(s) to the "Average Daily Balance" is less than One Dollar.

**MINIMUM REQUIRED PAYMENT.** Except as provided below, you agree to pay each month a combined Minimum Required Payment equal to:

1. Any late payment fee due; **plus**
2. Any additional fees due; **plus**
3. Any amount past due; **plus**
4. For Purchases:
  - (a) **Either** the greater of: \$50, or 20% of your New Balance (less any Conversion Balance (balances transferred to PowerPlan from a merchant's accounts receivable) and less any Special Promotions Transactions(s) balances on which no payment is due) if it exceeds \$50;
  - (b) **Or** your entire New Balance (less any Conversion Balance and Special Promotions Transaction(s) balances on which no payment is due), if it is less than \$50.
5. The amount of any Special Promotions Transaction that is due;
6. For Conversion Balances:
  - (a) **Either** the greater of: \$50, or 20% of your Conversion Balance, if that balance exceeds \$50;
  - (b) **Or** your entire Conversion Balance, if it is less than \$50;
7. Any Due in Full Balances.

#### **DUE-IN-FULL PROVISION FOR GOVERNMENTAL ACCOUNTS.**

If you are a local, state or federal government agency or department, you agree to pay the entire balance of your account on the date shown on your monthly statement.

**DUE-IN-FULL PROVISION FOR OPEN ITEM BILLING/PAYMENT BY INVOICE ACCOUNTS:** If your Account has been set up for our invoice specific payment application option, the entire balance will be due on the date shown on your monthly statement.

**RENTAL TRANSACTIONS:** Any transaction that includes the financing of an equipment rental charge will be due in full at the end of the next billing cycle, and that amount must be paid in addition to any Minimum Required payment described above.

**SPECIAL PROMOTIONS.** From time to time special promotional financing terms, such as extended free periods, incentive interest rates on certain purchases for limited time periods, or other promotions may be available at the discretion of JDF. These special terms will be disclosed by the merchant at the time of purchase. Purchases you make during these special promotions will be separately identified on your monthly statement and will become part of the balance on which your FINANCE CHARGE and Minimum Required Payment are calculated at the time provided in the special promotion terms disclosure. These transactions include:

**NO-PAYMENTS/NO-INTEREST TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be deferred and Finance Charge will not accrue during any disclosed No-Payments/No-Interest period described. Finance Charges will accrue at the APR applicable to your Account after the due date of your No-Payment/No-Interest transaction, unless otherwise disclosed.

**SAME AS CASH TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be deferred and Finance Charge will accrue during any Same As Cash period described on your monthly statement. No Finance Charge will be due until the end of this Same As Cash period and any accrued Finance Charge will be waived if the entire Same As Cash balance is paid in full by the end of the Same As Cash period.

**OTHER FEES & CHARGES.** JDF will add to your Account: (1) A Late Payment Fee of \$50 if JDF has not received a payment of at least the current portion of the Minimum Required Payment (Minimum Required Payment plus unpaid late payment fees and past due amounts) within 10 days after the Payment Due Date; (2) A Returned Payment Fee of \$45, for any check or electronic payment authorization that is dishonored upon first presentment; (3) expenses incurred in connection with the enforcement of our remedies upon default, including without limitation, (a) repossession, repair and collection costs, (b) attorney fees plus court costs and related fees, including any bankruptcy fees and costs to the extent permitted by applicable law, if JDF refers your Account for collection to an attorney; (4) any filing fee paid by JDF required for any Uniform Commercial Code ("UCC") financing, continuation or termination statement related to the perfection of the security interest granted to JDF; and (5) a \$20 processing fee for the processing of those UCC filings. Any credit balance in excess of \$5 on your account will be refunded within 30 business days from JDF's receipt of your written request. Otherwise, JDF will refund to you any credit balance remaining on your account after six months. You agree that JDF may retain any credit balance if it is less than \$5 or if JDF does not know your address and it cannot be traced through the last address or telephone number provided to JDF.

**ACCEPTING PAYMENT.** You agree that JDF can accept late or partial payments, as well as payments marked "paid in full" or with other restrictive endorsements, without losing any of its rights under this Agreement.

**DISCLOSURE OF FINANCIAL INFORMATION.** You agree that JDF may report your performance under this Agreement to credit reporting agencies and others who request a credit reference from JDF. You agree that JDF may ask credit reporting agencies or others you list as a credit reference for consumer reports or information regarding your credit history at any time for all legitimate purposes, including credit decisions and the review and collection of your account. You authorize JDF to share information regarding your Account with its corporate affiliates and other companies that offer products and services JDF believes may be of interest to you. **JDF's affiliates may use certain consumer report information as a factor in establishing your eligibility for consumer credit. If you object to this, you must notify JDF by calling PowerPlan Customer Service at 1-800-634-9661, and providing your name, Social Security number, address and Account number, and certain information will not be provided to those affiliates.**

**CLOSING YOUR ACCOUNT.** You may close your Account at any time by notifying JDF in writing. You agree that JDF may close or suspend your Account to future purchases at any time without prior notice. You agree that JDF may close or suspend your Account to future purchases if your Account has no activity for 6 or more months. You agree that regardless of the closing or suspension of your Account, you remain responsible for paying the amount you owe JDF according to the terms of this Agreement.

**SECURITY INTEREST.** You grant JDF a purchase money security interest in all merchandise purchased through your Account, and its proceeds, including insurance proceeds, but this provision does not apply if you reside in NC and the APR on a purchase or transaction exceeds 15%. JDF's security interest continues until such merchandise is paid for in full by application of your payments in the manner described in this Agreement. You agree that all funds owed to you, or received by you, from anyone resulting from the labor and materials supplied by you which were purchased through your Account will be held in trust for JDF's benefit ("Trust Funds"). You agree to promptly pay to JDF those Trust Funds, you agree that you have no interest in those Trust Funds and you irrevocably assign to JDF your accounts receivable that comprise those Trust Funds. You authorize JDF, at its option, to direct any such Trust Funds owed to you be made jointly payable to you and JDF.

**PAYMENT APPLICATION.** You agree that your payments will be applied as JDF determines in its sole discretion. You agree that JDF has this discretion and that JDF may exercise it to suit its own convenience and interests, without further notice to you. You also agree that JDF may change how it applies payments at any time without notice to you. You acknowledge that the exercise of this discretion by JDF may result in cases in which the application of your payments to your Account creates higher Finance Charges then other payment application methods and that this may include payments allocated to balances with lower APRs before balances with higher APRs and/or to balances with longer promotional periods before balances with shorter or no promotional periods.

You agree that your payments will be credited as of the date of receipt at the address on the payment stub of your Monthly Statement if received by 11:00 a.m. Central Time Monday through Friday (otherwise next business day); but if payment is not accompanied by the payment stub, is not in the envelope we provided, includes other items, such as other checks, staples or paper clips, or is not received at that location, credit may be delayed up to five days.

If you have been set up for the invoice specific payment application option (Open Item Billing/Payment by Invoice) and if a purchase made through your account included, in the transaction information sent to JDF, an invoice number, and you later send a payment to JDF that you designate to be applied to that transaction, including the invoice number, that payment will, not withstanding any other payment application provision on the Agreement, be applied first to pay any unpaid balance due on that transaction, provided, however, that if invoices on your Account are past due, JDF reserves the right to apply any portion of or all of the payment received to these older invoices, unless JDF receives written notice of a dispute with this invoice(s) and acknowledges this dispute in writing. JDF further reserves the right to apply any amount of payment received, even if specific invoices are named, to finance charges that remain past due. Any remaining payment amount will be applied as otherwise specified in this Agreement. The application of any payment to a transaction as described above will not be a waiver of any balance due attributable to other transactions, any Finance Charges or other charges.

**MERCHANT CHARGEBACKS.** JDF may charge back to a merchant who sold goods or services to you on your Account, any part of your Account balance related to those purchases. In that event, this Agreement will be deemed assigned to the merchant to the extent of the chargeback. You agree to such an assignment and further agree to pay the merchant the amount of such chargeback in accordance with the terms of this Agreement.

**DEFAULT.** You agree that you will be in default if: (a) you fail to pay the Minimum Required Payment within 10 days after the Payment Due Date; (b) the value of JDF's security interest in any collateral is materially impaired; (c) your ability to repay is materially reduced by you exceeding your credit limit, by a change in your employment, by a change in your obligations, by bankruptcy or insolvency proceedings involving you, or (for community property state residents only) by a change in your marital status or domicile; or (d) the sole proprietor, a partner or a personal guarantor of the business holding the Account dies or becomes incompetent; (e) you have provided JDF false or misleading information relating to your credit application or Account; (f) you fail to perform any other of your obligations under the terms of this Agreement as it may be amended; or (g) you are in default under any agreement you have with JDF or any of its affiliates.

If you fail to make the Minimum Required Payment when due, JDF may close your Account to future purchases. You agree that upon your default, JDF may close your Account to future purchases and that JDF may demand immediate payment of your entire Account balance, after giving you any notice and opportunity to cure the default required by applicable law. In addition, you agree that JDF shall have all the rights of a secured creditor under the Uniform Commercial Code and other applicable law.

**DELAY IN ENFORCEMENT.** You agree that JDF can delay enforcing its rights under this Agreement without losing them.

**ELECTRONIC DISCLOSURE.** You agree that any notices and disclosures related to your Account can be delivered to you in printed form or by electronic means if you provided an electronic mail address to JDF when you applied for this Account or at a later date. Until JDF receives notice of a new electronic mail address, JDF may continue to send such notices and disclosures to the electronic mail address you most recently provided to JDF.

**GOVERNING LAW.** This Agreement must be approved, and all charges and payments to your Account processed by JDF at its office in Madison, Wisconsin. Therefore, this Agreement and your Account will be governed by the substantive law of the United States and to the extent state law applies to this Agreement the substantive law of the State of Wisconsin; regardless of whether or not you reside in Wisconsin. The law of your state of residence will apply to JDF's recovery of any merchandise or other collateral located there.

This is the entire Agreement between you and JDF relating to your PowerPlan Account and no oral changes can be made. Invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of its terms.

**CHANGING THIS AGREEMENT. IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.** You agree that JDF may change this Agreement, including the Finance Charge Calculation and the APR, at any time, by providing prior notice to you. To the extent that the law permits and JDF indicates in the notice, the changes will apply to your existing Account balance as well as to future transactions.

**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, you will be asked for your name, address, date of birth, and other information that will allow JDF to identify you. You may also be asked to show your driver's license or other identifying documents.

#### **Your Choice to Limit Marketing**

- The John Deere Financial companies are providing this notice. They include Deere & Company, Deere Credit, Inc., John Deere Construction & Forestry Company and John Deere Financial, f.s.b.
- You may limit the John Deere companies, such as the manufacturing, credit, leasing and insurance affiliates, from marketing their products or services to you based on your personal information that they receive from any John Deere Financial company. This information may include your income, account history, and credit score.
- Your choice to limit marketing offers from the John Deere companies will apply for at least 5 years from when you tell us your choice. Once that period expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from the John Deere companies for at least another 5 years.
- **To limit marketing offers, contact us (1-800-634-9661).**