



Dealership Name: Salesman / Location: Dealer #:

Date:
Applying for: Retail Note Lease PowerPlan Municipal

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.

APPLICANT INFORMATION - Full legal name and address of Business - Corporation, Partnership, Trust, Sole Proprietorship or Municipality

Business Name* DBA (if any) Federal Tax ID Number*
Physical Address* City* County* State* Zip*
Mailing Address (if different than the above) City County State Zip
Business Phone # Fax # E-mail Address
State in which the Business is Registered or Incorporated* Date Business Incorporated, Partnership Formed, or Sole Proprietorship Started Time at current address

Primary Applicant Information - Personal, Officer, Partner, Member or Municipal Contact Information (Required if Individual)

First Name* Middle* Last Name* Title DOB Social Security #

Physical Address of Primary Officer, Partner, Owner or Member (If different than above)

Physical Address* City* County* State* Zip*
Home Phone # Mobile Phone # E-mail Address Are you a U.S. Citizen?
Type of Business: Individual Sole Proprietor S Corp C Corp Municipality
LLC Limited Partnership General Partnership Trust

Additional Owner(s), Partner, Member(s), and/or Officer(s) Information - Use a separate sheet listing name(s), title(s), % owned, address(es), phone #(s), SS #(s), and date(s) of birth

CO-APPLICANT INFORMATION

First Name* Middle* Last Name* Title DOB Social Security #
Physical Address* City* County* State* Zip*
Phone # Fax # E-mail Address Are you a U.S. Citizen?

FINANCIAL INFORMATION AND BANK/LOAN REFERENCES NOTE: indicates required information

Please submit the two most recent years of accountant-prepared corporate and/or personal financial statements and work in progress (jobs on hand) report with this application.
Annual Gross Sales Net Income Net Worth
Bank Name ACCT # Phone # Contact Name
Equipment Finance Co. ACCT # Phone # Contact Name
Equipment Finance Co. ACCT # Phone # Contact Name
Years in Business Ever filed Bankruptcy? Has a judgment ever been filed against you?

INSURANCE INFORMATION NOTE: not applicable to revolving credit

Insurance Agency Name Contact Name Policy # Phone # Fax #
Physical Address City County State Zip

If you do not have insurance, would you like to have JD Sentry UltraGard Physical Damage Insurance quoted and applied to your payments? Yes No

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 FPC Financial, f.s.b. (FPC), Deere Credit, Inc. (DCI) or John Deere Construction and Forestry Company (JDCFC) (collectively referred to as "we," "us" and "our.")

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 FPC in Wisconsin. You understand that this application may be used for obtaining credit or lease approval for any DCI or JDCFC product.

This Credit Application consists of two (2) pages. Notice to Applicant is continued on the next page.

PRIMARY APPLICANT

By: X Printed Name of Signer: Date:
Individually If primary applicant is a corporation or other form of legal entity, title of signer:

CO-APPLICANT

By: X Printed Name of Signer: Date:
Individually If primary applicant is a corporation or other form of legal entity, title of signer:

PAYMENT APPLICATION. You agree that your payments will be applied as FPC determines in its sole discretion. You agree that FPC has this discretion and that FPC may exercise it to suit its own convenience and interests, without further notice to you. You also agree that FPC may change how it applies payments at any time without notice to you. You acknowledge that the exercise of this discretion by FPC may result in cases in which the application of your payments to your Account creates higher Finance Charges than 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 FPC, an invoice number, and you later send a payment to FPC 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, FPC reserves the right to apply any portion of or all of the payment received to these older invoices, unless FPC receives written notice of a dispute with this invoice(s) and acknowledges this dispute in writing. FPC 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. FPC 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 FPC'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 FPC 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 FPC or any of its affiliates.

If you fail to make the Minimum Required Payment when due, FPC may close your Account to future purchases. You agree that upon your default, FPC may close your Account to future purchases and that FPC 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 FPC shall have all the rights of a secured creditor under the Uniform Commercial Code and other applicable law.

DELAY IN ENFORCEMENT. You agree that FPC 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 FPC when you applied for this Account or at a later date. Until FPC receives notice of a new electronic mail address, FPC may continue to send such notices and disclosures to the electronic mail address you most recently provided to FPC.

GOVERNING LAW. This Agreement must be approved, and all charges and payments to your Account processed by FPC 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 FPC's recovery of any merchandise or other collateral located there.

This is the entire Agreement between you and FPC relating to your Power Plan 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 FPC 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 FPC 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 FPC 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 Credit companies are providing this notice. They include Deere & Company, Deere Credit, Inc., John Deere Construction & Forestry Company and FPC 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 Credit 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** (800-634-9661).



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. FPC means FPC 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 FPC, and further authorize FPC 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 FPC 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 FPC until FPC has approved your credit and given you notice of approval. You authorize FPC 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 FPC 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 FPC 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 FPC 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 FPC prompt notice of any change in your name, mailing address, or place of employment. You agree that until FPC receives notice of your new address, FPC may continue to send statements and other notices to the address you gave FPC 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 FPC's records. You consent and agree that your telephone conversations with FPC may be recorded to further improve FPC's customer service. You agree that FPC 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 FPC, 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 FPC until FPC has approved your credit and given you notice of approval.

ACCOUNT TYPE. If your PowerPlan Account arose through FPC'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 FPC to finance your purchases from them. FPC may, in its sole discretion, classify your account as a Preferred Account. Certain special features or promotions that FPC may offer from time to time may be made available only to Preferred Accounts. When FPC opens your Account, and on each monthly statement, FPC will indicate whether your Account is either a Preferred or Merchant Authorized Account.

