



**PLEASE TELL US ABOUT YOUR BUSINESS.** Fields marked with an asterisk (\*) are required by law (USA PATRIOT ACT). Your application cannot be processed without this information.

Your Business Structure

(Sole Proprietor, Corporation, General Partnership, Limited Partnership, Limited Liability Company, Non-Profit, Government)

Your Primary Use  Agricultural  Commercial (Non-Ag)  Governmental  Other

\*Organization Legal Name (Do not abbreviate) \_\_\_\_\_

(Or) \*Individual's Legal First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

\*Last Name \_\_\_\_\_ Suffix \_\_\_\_\_ \*Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Social Security # \_\_\_\_\_ \*Tax ID # \_\_\_\_\_

Applicant's Phone # \_\_\_\_\_ Alternate Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

\*Applicant's Physical Street Address \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*ZIP \_\_\_\_\_

County \_\_\_\_\_ Mailing or P.O. Box # (if different than Physical Street Address) \_\_\_\_\_

**PRIMARY OWNER INFORMATION REQUIRED FOR PARTNERSHIPS, LLCs AND CORPORATIONS** (Required for all applications submitted on behalf of an organization. If applicable, signature required below.)

\*First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ \*Last Name \_\_\_\_\_

\*Physical Street Address \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*ZIP \_\_\_\_\_

\*Social Security # \_\_\_\_\_ \*Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

**CO-APPLICANT/SPOUSE INFORMATION** (Required if spouse or person other than Primary Owner identified above has an interest in farming operation or assets listed on page 2 and is also a co-applicant. If applicable, signature required below.)

\*First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_ \*Last Name \_\_\_\_\_

\*Physical Street Address \_\_\_\_\_

\*City \_\_\_\_\_ \*State \_\_\_\_\_ \*ZIP \_\_\_\_\_

\*Social Security # \_\_\_\_\_ \*Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

**APPLICANT FINANCIAL INFORMATION**

Assets \_\_\_\_\_ Liabilities \_\_\_\_\_ Net Worth (assets - liabilities) \_\_\_\_\_

Gross Sales \_\_\_\_\_ Net Business Income \_\_\_\_\_ Years In Business \_\_\_\_\_

Primary Financial Institution \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone Number \_\_\_\_\_ Primary Operating Lender \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

**Notice to applicant or Representatives of Applicant(s):** (1) You represent that the information given in the entire application, including all applicant names and any other information provided on any attached page(s) is complete and accurate, is provided for the purpose of obtaining credit in an amount set by the credit policies and practices of John Deere Financial, f.s.b. ("JDF"), and authorize JDF to check with reporting agencies, credit references, and other sources disclosed herein in investigating the information given. (2) You also grant JDF permission to obtain a credit report on you for all legitimate purposes in connection with this transaction. Such purposes include assisting in making a credit decision, reviewing your account, and assisting in taking collection activity. (3) Married applicants may apply for an individual account. (4) You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. You understand this account is for agricultural, commercial, governmental use only. You further certify that you are authorized to sign on behalf of the applicant. (5) You agree that any notices and disclosures can, at the option of JDF, be provided electronically to the last Internet address that you provided to JDF. (6) You also authorize JDF to disclose financial information about you as described in the credit agreement and future notices JDF may send you. (7) You hereby give all lenders authorization to provide a copy of your financial statements, including but not limited to your balance sheet, cash flow statement, and income statement to JDF. You have received a true copy of this agreement and agree to its terms.

**SIGN HERE**

X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Applicant's Signature (required)

X \_\_\_\_\_, Individually Print Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Primary Owner Signature Individually - 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).

X \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Co-Applicant's Signature

September 2015

**For a credit limit up to \$50,000\* – YOU CAN STOP HERE.**

**FOR MERCHANT USE ONLY:**

Merchant Name: Rupp Seeds Inc. Contact Name: \_\_\_\_\_ Phone Number: **800-700-1199**

Merchant Number: **56000152** Customer Account Number: \_\_\_\_\_ Patron Number: \_\_\_\_\_

John Deere Financial reserves the right to request additional information if needed.

**For a total credit limit greater than \$50,000\*, please complete the additional information below and submit your application as directed on the back of this page. If a Partnership, Corporation or LLC, include personal balance sheets with supporting schedules of the general partner, president, owner or managing member. Include any interest held by a co-applicant, including spouse, if applicable.**

**Multi-Use Account Application - Page 2 Applicant Name \_\_\_\_\_**

Balance Sheet Date _____	<b>ASSETS</b>		<b>LIABILITIES</b>
Cash, Checking, Savings	\$ _____	CCC Loans	\$ _____
Securities	\$ _____	Operating Principal	\$ _____
Accounts Receivable	\$ _____	Accounts Payable	\$ _____
Investment in Growing Crop	\$ _____	Current Intermediate Debt	\$ _____
Feed & Grain Inventory	\$ _____	Current Long-Term Debt	\$ _____
Market Livestock	\$ _____	Leases	\$ _____
Government Payments Receivable	\$ _____	Misc. Current Liabilities	\$ _____
Other Current Assets	\$ _____	Specify _____	
Specify _____			
<b>Total Current Assets</b>	<b>\$ 0.00</b>	<b>Total Current Liabilities</b>	<b>\$ 0.00</b>
Breeding Livestock	\$ _____	Notes Payable – Specify _____	\$ _____
Machinery & Equipment	\$ _____	Machinery & Equipment Loans	\$ _____
Vehicles	\$ _____	Vehicle Loans	\$ _____
Other Intermediate Assets	\$ _____	Other Intermediate Debt	\$ _____
Specify _____		Specify _____	
<b>Total Intermediate Assets</b>	<b>\$ 0.00</b>	<b>Total Intermediate Liabilities</b>	<b>\$ 0.00</b>
Real Estate Value	\$ _____	Mortgage Loans	\$ _____
Buildings	\$ _____	Other Long-Term Debt	\$ _____
Other Long-Term Assets	\$ _____	Specify _____	
Specify _____			
<b>Total Long-Term Assets</b>	<b>\$ 0.00</b>	<b>Total Long-Term Liabilities</b>	<b>\$ 0.00</b>
<b>TOTAL ASSETS</b>	<b>\$ 0.00</b>	<b>TOTAL LIABILITIES</b>	<b>\$ 0.00</b>

**Crop Production Information**

- |  |   |
|--|---|
| 1. Owned Acres: _____                              | 2. Owned Tillable Acres: _____                            |
| 3. Total Share Rent Acres: _____                   | 4. Your Share Rent Acres: + _____                         |
| 5. Total Cash Rent Dollars Paid Per Year: \$ _____ | 6. Total Cash Rent Tillable Acres: + _____                |
|  | Your Share of Total Crop Production (2+4+6): = <u>0.0</u> |

First Crop	Acres	Estimated Cost/Acre	% Irrigated	Avg Yield	Double Crop	Second Crop	Crop Insurance Coverage Type & %	Contracted Crops Price	%
Corn	_____	_____	_____ %	_____	Yes	_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %
Soybeans	_____	_____	_____ %	_____		_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %
Wheat	_____	_____	_____ %	_____		_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %
Cotton	_____	_____	_____ %	_____		_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %
Peanuts	_____	_____	_____ %	_____		_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %
_____	_____	_____	_____ %	_____		_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %
_____	_____	_____	_____ %	_____		_____	CAT/YP/RP/RPE/GRIP/GRP _____ %	\$ _____	_____ %

If necessary to fulfill loan request, is a security position available on growing crops? Y / N YES

**Crop Insurance Agent Information**

Agent Name \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

**Other Crop Production Funding Sources (e.g. trade suppliers)**

Name of Provider _____	Credit Limit _____	Current Balance _____	Repayment Terms _____
Name of Provider _____	Credit Limit _____	Current Balance _____	Repayment Terms _____
Name of Provider _____	Credit Limit _____	Current Balance _____	Repayment Terms _____

**Livestock Production Information**

Herd Size	Annual Production	Estimated Annual Revenue
_____ Sows	_____ #of market sold annually _____ #of feeder sold annually	\$ _____
_____ Beef Cattle	_____ #of market sold annually _____ #of feeder sold annually	\$ _____
_____ Dairy Cattle	_____ lbs. of milk sold annually	\$ _____
_____ Poultry	_____ #sold annually	\$ _____
_____ Other (specify _____)	_____ #sold annually	\$ _____

September 2015

**For a total credit limit over \$120,000\*, please attach the most recent two years of lender prepared (or equivalent) balance sheets and supporting schedules. If a Partnership, Corporation or LLC, include most recent two years' personal balance sheets with supporting schedules of the general partner, president, owner or managing member.**

**For a credit limit over \$300,000\*, in addition to the above-listed documents, also attach the most recent two years' tax returns. If a Partnership, Corporation or LLC, include most recent two years' personal tax returns of the general partners, president, owner or managing member.**

## MULTI-USE AGRICULTURAL/COMMERCIAL OR GOVERNMENTAL USE 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 Multi-Use 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. When the terms "finance charge" and "interest charge" are used in this agreement and on other documents related to your account, they have the same meaning.

**MULTI-USE ACCOUNT.** You request a Multi-Use Account from JDF, and further authorize JDF to issue a Multi-Use 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 Multi-Use Account by you or any person you authorize. 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 identification in such cases. You agree that any authorized use of your Account 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 Multi-Use Account before you notify JDF in writing at John Deere Financial, P.O. Box 5328, Madison, Wisconsin 53705-0328 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 affiliate 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 Multi-Use 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*. Certain special features or promotions that JDF may offer from time to time may be made available only to Preferred Accounts. 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. 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 Multi-Use *Agricultural, Commercial or Governmental Account*, you agree to use your Account *primarily* to make purchases for agricultural, 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, as provided in this Agreement.

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

**CREDIT LIMITS.** JDF will establish and advise you of your credit limit(s) when JDF opens your Account and on each monthly statement. JDF may, in JDF's sole discretion, establish and advise you of a special terms credit limit. JDF may also, in its sole discretion, establish separate additional credit limits with special conditions. The special conditions of any special terms or additional credit limit will be disclosed to you when JDF opens your Account, by a merchant at the time of purchase or on your monthly statement. Your use of any such special terms or additional credit limit(s) shall constitute your agreement to any 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 John Deere Financial, 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 Multi-Use Account may be calculated using **variable rates** that will be determined by reference to a "**Base Rate**." 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").

Finance Charges on your Account will be calculated by adding a "**Spread**" to the Base Rate to arrive at the current rate. The **Spreads** added to the **Base Rate** to determine the **ANNUAL PERCENTAGE RATES (APRs)** that will apply to your Account will be:

	Preferred	Merchant Authorized
<b>Spreads</b>	11.9%	13.9%

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 balance as well as to future purchases under your Account. 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.

Currently effective rates are shown below:

	Daily Periodic Rate(s)		Annual Percentage Rate(s)	
	Preferred Regular Purchases	Merchant Authorized Purchases	Preferred Regular Purchases	Merchant Authorized Purchases
<b>Rate:</b>	0.041507%	0.0469886%	15.15%	17.15%

The above rates are correct as of the date of printing, September 8, 2015, but are subject to change after that date.

**FINANCE CHARGE CALCULATION. FINANCE CHARGES** will accrue on your Account Balance as follows:

JDF will add 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 **APRs** 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, adds new purchases and debits, and subtracts 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 on your Account:
  - (a) **Either** the greater of: \$25, or 10% of your New Balance (less any Conversion Balance {balances transferred to John Deere Financial from a merchant's accounts receivable} and less any Special Promotions Transaction(s) balances on which no payment is due) if it exceeds \$25;
  - (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 \$25.
5. The amount of any Special Promotions transaction that is due;
6. For Conversion Balances:
  - (a) **Either** the greater of: \$25, or 10% of your Conversion Balance, if that balance exceeds \$25;
  - (b) **Or** your entire Conversion Balance, if it is less than \$25.

**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.

**SPECIAL PROMOTIONS.** For some transactions, special promotional financing terms, such as extended free periods, incentive interest rates on certain purchases or 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 Requirement Payment are calculated at the time provided in the special promotions 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-Payments/No-Interest transaction, unless otherwise disclosed.

**SPECIAL TERMS TRANSACTIONS.** Unless otherwise disclosed, Finance Charge will accrue from the date of purchase, which may be prior to your receipt of the merchandise, and throughout any special terms period. A special terms transaction may include that no payment on that transaction will be due until the end of the special terms period, which will be disclosed to you. Otherwise, payment will be due as described in this Agreement. Accrued Finance Charge must still be paid by you if the entire special terms balance is paid in full by the end of the special terms period. A reduced special terms finance charge rate may apply to the transaction, which will be disclosed to you. Otherwise, the finance charge rate will be the APR applicable to your Account. The entire balance of the special terms transaction, plus any accrued finance charge, will be due in full by the disclosed due date.

**SAME AS CASH TRANSACTIONS.** Unless otherwise disclosed, minimum monthly payments will be deferred and Finance Charge will accrue during any Same As Cash period. No Finance Charge will be due until the end of the 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 this Same As Cash period.

#### **OTHER FEES and CHARGES.**

**LATE PAYMENT FEES.** If within 20 days after the Payment Due Date, JDF has not received payment of at least the current portion of your Minimum Required Payment (Minimum Required Payment plus unpaid late payment fees and past due amounts), JDF will add to your Account a late payment fee of \$39.

**RETURNED PAYMENT FEE.** If you send JDF a check or electronic payment authorization that is dishonored upon first presentment, JDF will add to your Account a fee of \$35.

**COLLECTION COSTS.** Upon default, you will pay for expenses incurred in connection with the enforcement of our remedies, without limitation, repossession, repair and collections costs, any attorney's fees plus court costs and related fees including any bankruptcy fees and costs, to the extent permitted by applicable law.

**CREDIT BALANCES.** 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 credit. If you object to this, you must notify JDF by calling John Deere Financial Customer Service at 1-800-356-9033, and providing your name, Social Security number, address and account number; and, after a reasonable processing time of up to 30 days, 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 12 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.

**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 the 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 sent 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.

**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 20 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 your exceeding your credit limit, by a change in your employment, by a change in your other obligations, by bankruptcy or insolvency proceedings involving you, or (for community property state residents only) by a change in your marital status or domicile; (d) you die or become 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 other agreement you have with JDF or any of its affiliates.

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 collateral located there.

This is the entire Agreement between you and JDF relating to your Multi-Use 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.**

- John Deere Financial, f.s.b. ("JDF"), and its credit affiliates are providing this notice. They include Deere & Company, Deere Credit, Inc., and John Deere Construction & Forestry Company.
- You may limit the JDF affiliate 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 JDF. This information may include your income, account history, and credit score.
- Your choice to limit marketing offers from the JDF affiliate 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 JDF affiliate Deere companies for at least another 5 years.
- **To limit marketing offers, contact us (1-800-356-9033).**

**Notice for Ohio Residents -** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.