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**FACSIMILE TRANSMITTAL SHEET**

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TO: C&CE Division Attn: Accounts Receivable	FROM:
COMPANY: Beard Equipment Company	DATE:
FAX NUMBER: 251-452-2309	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: 888-668-6592	SENDER'S REFERENCE NUMBER:
RE: John Deere Line of Credit	YOUR REFERENCE NUMBER:

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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NOTES/COMMENTS:



# Application For Credit With Beard Equipment Company

<b>Mobile, AL</b> 2480 E-165 Service Rd N. Mobile, AL 36617 (251) 456-1993 (Phone) (251) 452-2309 (Fax) (800) 848-8563 (Toll Free)	<b>Pensacola, FL</b> 3195 W. Nine Mile Rd. Pensacola, FL 32534 (850) 476-0277 (Phone) (850) 476-7556 (Fax) (800) 624-8196 (Toll Free)	<b>Panama City, FL</b> 4625 N Highway 321 Panama City, FL 32404 (850) 769-4844 (Phone) (850) 769-6634 (Fax) (800) 523-8266 (Toll Free)	<b>Freeport, FL</b> 33 Industrial Ct. Freeport, FL 32439 (850) 835-3337 (Phone) (850) 835-3339 (Fax)	<b>Biloxi, MS</b> 9231 W. Oaklawn Rd. Biloxi, MS 39532 (228) 396-2660 (Phone) (228) 396-2727 (Fax) (800) 289-8545 (Toll Free)
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<b>Information on Person or Entity Applying for Credit Account (Applicant)</b>	Name: _____			<input type="checkbox"/> Corp. <input type="checkbox"/> Proprietorship <input type="checkbox"/> Individual	
	Address: _____			<input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Entity	
	City: _____	State: _____	Zip: _____	Fed ID or S.S.No: _____	
	Phone: ( ) _____		Fax: ( ) _____		State of Corporation: _____
	Email: _____			Date Business Started: _____	

<b>Principal Owners, Partners or Stockholders</b>	(1)	Name: _____	Title: _____	Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____
	(2)	Name: _____	Title: _____	Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____
	(3)	Name: _____	Title: _____	Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____

<b>Other Pertinent Information We Need To Establish Your Account</b>	Billing Address: _____	City: _____	State: _____	Zip: _____
	Principal Contact at Company: _____	Title _____		
	Phone: ( ) _____	Email: _____		
	Are purchase orders required? (Circle One) YES or NO		Tax exempt no: _____	
	Estimated monthly credit requirement amount: \$ _____		Any prior bankruptcies? (Circle One) YES or NO	

<b>Bank and Trade References. Please provide all pertinent information.</b>	<b>Bank</b>	Bank Name: _____	Contact Name: _____	Contact Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____
	<b>Bank</b>	Bank Name: _____	Contact Name: _____	Contact Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____
	<b>Trade</b>	Company Name: _____	Contact Name: _____	Contact Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____
	<b>Trade</b>	Company Name: _____	Contact Name: _____	Contact Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____
	<b>Trade</b>	Company Name: _____	Contact Name: _____	Contact Phone: ( ) _____
		Address: _____		City: _____ State: _____ Zip: _____

The applicant named above hereby certifies that the information provided in this credit application is true and correct. Applicant has given this information for the purpose of obtaining credit from Beard Equipment Company (Beard) and authorizes Beard to verify the information given and to obtain additional information concerning applicant from any source, including its suppliers and financial institutions, all of whom applicant hereby authorizes to provide such information to Beard. Applicant acknowledges by signing below, that he/she has read the Customer Agreement appearing on the second page of this Credit Application and agrees to the terms and conditions contained therein, including the arbitration provisions contained therein. Applicant further certifies that the person (or persons) signing this credit application is (are) authorized to enter into legally binding agreements on behalf of the Applicant.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned (Whether one or more, the "Guarantor"), individually, jointly, severally, absolutely, independently, and unconditionally guarantees the prompt payment when due of all amounts owed by the applicant named above to Beard under the terms of the Customer Agreement appearing on the reverse side of this Credit Application, including collection and/or reasonable attorney's fees and accrued finance charges. The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Credit Application hereby consents to and authorizes the use of a consumer credit report on the undersigned by Beard in the credit evaluation process.

Signature: \_\_\_\_\_ (Guarantor) Signature: \_\_\_\_\_ (Guarantor)  
 Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 SSN: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

Please mail Originals to: Beard Equipment Company, 2480 East I-65 Service Rd N., Mobile, AL 36617  
 To expedite process: Fax to: (251) 452-2309, then mail originals to above address.

**1. AGREEMENT:**

Customer Agreement (Agreement) contains the terms applicable to the open-end credit account by which Beard Equipment Company ("Beard" or "we" or "us" or "our") may extend credit to you. The words "you", "your" or "Applicant" herein refer to the person, corporation, Guarantor, or other entity who applied for the account. The account provides you with an open-end line of credit that may be used at any Beard facility for the purpose of purchasing goods and services or the renting of equipment. In lieu of separate rental agreement, Applicant hereby agrees to all terms and conditions of Beard's Master Rental Agreement which are set forth in a separate document.

**2. ACCOUNT LIMIT:**

We will establish a credit limit for the total outstanding credit transactions. You promise to keep the outstanding balance of credit transactions within these limits. We may demand immediate payment of any amount by which your credit transactions exceed your established credit limit. We may approve from time-to-time, credit transactions in excess of your credit limit without permanently raising your credit limit. We may re-evaluate your financial condition and credit standing at any time, including annually, determining whether to renew your account. We may increase or lower your account limit at our discretion. You agree to permit and cooperate with any credit investigation we deem necessary.

**3. YOUR BASIC OBLIGATIONS:**

By using the account you agree (a). To assume responsibility for paying for all credit transactions extended to you or to anyone you authorize to use your account, (b). To notify Beard of any change in your mailing address or principal place of business, (c). To notify Beard of any change in ownership of your company and (d) to all terms and conditions contained in this "Customer Agreement". After the close of a monthly cycle, we will mail you a statement of your account. You agree to pay the balance due by the tenth (10th) day of the following month. You further agree to act in a prompt and reasonable manner in reviewing your statement and reporting any exceptions to us.

**4. PAYMENTS:**

Within ten (10) days after the closing date of each billing cycle, you must pay us the full amount of the outstanding balance shown on your monthly statement. Accounts that are over thirty (30) days past due will be charged a service charge of 1 1/2% (1.5 %) per month (18.0 APR). Payments and credits to your account will be applied first to any accrued services charges, then to our costs of any expenses of collection, if any, and then to credit transactions. No payment shall operate as an accord and satisfaction without our prior written approval. Payments to your account should be remitted to: Beard Equipment Company, 2480 E-165 Service Road North, Mobile, AL 36617 (Make checks payable to "Beard Equipment Exchange")

**5. NOTICES:**

Any notice you are required to give us hereunder will be effective only when we actually receive it. The address for all notices to us, including change of address, unauthorized use and other is Beard Equipment Company, 2480 E-165 Service Road North, Mobile, AL 36617

**6. CLOSING YOUR ACCOUNT:**

We may close your account at any time without notice. You may close your account at any time by notifying us in writing of your intent to do so and by paying your outstanding balance in full.

**7. EVENTS OF DEFAULT:**

At our option, the occurrence of the following events shall constitute an "Event of Default". If you: (a). Allow your total account balance to exceed your credit limit or fail by the applicable due date to make your payment due in full; (b). Fail to abide by any terms of this Agreement, (c). Misrepresent any material fact in connection with the account, (d). Transfer, or allows the transfer of ownership or control of your business, (e). File or have filed against you a petition under the provision of Bankruptcy Code or amendment thereto, or become insolvent, or suffer an adverse change in your financial condition, which in our opinion, would increase our risk or render our prospect of payment insecure; (f). If you are a natural person, you die, or are declared legally incompetent or are imprisoned; (g). If you are a business organization or other entity and such entity dissolves or otherwise ceases to operate or such entity is a party to a merger or other reorganization without our prior written approval. If, after default, your obligations under this Agreement are referred to a collection agency or attorney for collection, whether by suit or otherwise, you shall pay reasonable costs of collecting amounts you owe us, including reasonable attorney's fees and accrued finance charges as described in paragraph "4".

**8. UNCONDITIONAL OBLIGATION TO PAY:**

You unconditionally agree to pay all amounts you owe Beard under this Agreement, notwithstanding any claims, defenses or offsets that you could assert against Beard.

**9. ARBITRATION:**

By signing this Agreement, you agree that, except as provided herein, all disputes, claims and controversies between you and Beard and/or any of Beard's present or former agents, employees, or affiliated entities, whether individual, joint or class in nature, arising from or related to this Agreement, including without limitation contract and tort disputes shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon the request of either party. No act to take, repossess, enforce a lien against or dispose of any property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation obtaining injunctive relief or a temporary restraining order, invoking a power of sale under any deed of trust or mortgage, obtaining a writ of attachment of imposition of a receiver, recording or enforcing a mechanic's or material man's lien or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness of any act, or exercise of any right, concerning any property securing any indebtedness that you owe to Beard, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from any court of competent jurisdiction. The statute of limitations, waiver, estoppels, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action of these purposes. The Alabama Arbitration Code shall apply to the enforcement, construction and interpretation of this arbitration provision, unless this Agreement involves or affects interstate commerce, in which case the Federal Arbitration Act shall govern.

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL****10. GENERAL:**

The provisions of any prior Agreement between you and Beard respecting your Account, to the extent that such agreement is or may be in conflict with the foregoing terms, are hereby superseded and shall be void and of no force and effect. You agree that you have read and understand all of the terms and conditions of this Agreement and agree to be bound by them. By using the account you accept the terms of this Agreement when you use the account. Except as the Federal Arbitration Act may apply to the arbitration provisions contained in Paragraph "9", this Agreement shall be governed by the laws of the State of Alabama, including but not limited to the validity, mode of performance, and interpretation; provided further, however, that the rights and remedies of the parties with respect to the enforcement of any court order or judgment shall be governed by the law of the state in which such order or provisions of the laws of the state in which your principal place of business is located shall apply. If any provision is found to be invalid or unenforceable, the remaining provisions or term will remain in full force and effect. Without prior notice or approval from us, we reserve the right to assign or transfer your Account to another entity or person. You may not assign your rights in the account or proceeds thereof.

# Beard Equipment Company

## Arbitration Agreement

By signing this Agreement, \_\_\_\_\_ (“Customer”) and Beard Equipment Company, Inc. (“Beard”) agree that, except as provided herein, all disputes, claims and controversies between Customer and Beard and/or any of Beard’s present or former employees, agents, or affiliated entities, whether individual, join, or class in nature, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon the request of either party.

No act to take, repossess, dispose of, or enforce a lien against any property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order, invoking a power of sale under any deed of trust or mortgage, obtaining a writ of seizure, writ of attachment, or appointment of a receiver, recording or enforcing a mechanic’s or material man’s lien, or exercising any rights with respect to any property that Bear rents to Customer or that secures any obligation that Customer owes to Beard, including taking or disposing of such property with or without judicial process pursuant to any provisions of any contract or any applicable law.

Any disputes, claims, or controversies concerning the lawfulness of any act, or exercise of any right, concerning any property that Beard rents to Customer or that secures any obligation that Customer owes to Beard, shall also be arbitrated, provided however that no arbitrator shall have right to enjoin or restrain any act of any party.

Nothing in this Agreement shall preclude any party from seeking equitable relief in any court of competent jurisdiction. Further, judgment upon any award rendered by ay arbitrator may be entered in any court having jurisdiction.

That statute of limitations, waiver, estoppels, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.

The Alabama Arbitration Code shall apply to the enforcement, construction, and interpretation of this Agreement, unless this Agreement involves or affects interstate commerce, in which case the Federal Arbitration Act shall govern.

**BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO A JURY TRIAL.**

Customer Name: **X** \_\_\_\_\_

**Beard Equipment Company**

Customer Signature: **X** \_\_\_\_\_

By: **X** \_\_\_\_\_

Print Name: **X** \_\_\_\_\_

Its: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

# Beard Equipment Company

## MASTER RENTAL AGREEMENT

Acct # \_\_\_\_\_

This Master Rental Agreement ("Rental Agreement" or "Agreement") is meant to be a general rental agreement to cover all present and future rentals as of the date of this Agreement between Beard Equipment Company (Owner) and the customer (Renter), be it Corporate or Individual, as signed below.

### TERMS:

Owner hereby rents to Renter certain equipment as more fully described on Beard Equipment Company's rental invoice(s) ("Rental Invoice"), for the terms and with the rental payment schedule as described in the Beard Equipment Company rental brochure unless otherwise agreed to and stated on the rental invoice. Rental payments shall be made to Owner at the address shown on the Rental Invoice, subject to the provisions of paragraph 4 on the reverse side ("PAGE Two of Two") hereof. Renter also agrees to pay any additional charges (such as fuel, insurance, delivery/pickup, taxes), noted on the rental invoice.

### TRANSPORTATION:

The equipment will be transported to and from Owner's place of business during the rental term at Renter's expense, unless otherwise agreed to.

### USAGE:

It is contemplated that the equipment will be operated for not more than 8 hours in any one day, 40 hours in any one week or 160 hours in any one month. Renter agrees to pay additional rent prorated at the applicable daily, weekly or monthly rate for each hour the equipment is used in excess of such time. The additional rent for excess hours of use will be paid at the time the equipment is returned or, on the next billing cycle following such use, at the option of the Owner. An hour meter is furnished, (1) Renter agrees to keep it connected to the equipment and in good working condition at all times and to report the failure of such to the Owner, and (2) it will be used as the conclusive measure of the number of hours of operation.

### HOLD HARMLESS:

Renter assumes all risk and liability for and agrees to hold Owner harmless from all damages for injuries or death to Renter, his/her or its employees, other persons or any property arising out of the use, possession or transportation of the equipment.

### INSURANCE:

Physical damage insurance is required for the rented equipment during the term of the rental. Renter may provide Owner a certificate of insurance covering the equipment naming Beard Equipment Company as additional insured in sufficient amount to cover the replacement of such equipment and covering the entire time the equipment is in Renter's possession, or Renter may purchase said insurance from Owner based on the amount of rentals due. Any charges made for insurance shall be only to protect Owner's interest in or to rented equipment for insured losses arising from fire, theft or vandalism of the equipment, subject to the same terms and conditions under which the Owner is insured for these losses by its insurance company. Provision is made in the policy that the first \$2,500.00 of each loss is deductible which shall be born by Renter. There is no coverage extended for liability for personal injury neither to Renter, other persons or property nor to protect Renter from personal liability which may arise from losses do to their negligence.

### CARE:

Renter will return the equipment to Owner in as good condition as received, reasonable wear and tear excepted. If the equipment is not in such good condition upon its return to Owner and Owner elects to repair it, Renter will pay for repairs at Owner's regular shop rates.

### DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES:

Owner rents to Renter of the equipment without any warranties expressed or implied, particularly without implied warranties for merchantability and fitness for a particular purpose. Renter acknowledges that the equipment is of a size, design and capacity selected by Renter and that Renter is satisfied that the equipment is suitable for Renter's purpose.

**Please provide required customer (Renter) information below.**

**PLEASE PRINT LEGIBLY**

Customer Name: \_\_\_\_\_

Office Phone: ( ) \_\_\_\_\_

Company Name: \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

Cell Number: ( ) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Purchase Order Required (check one)? Yes  No

Page One of Two

Renter's Initials \_\_\_\_\_

# MASTER RENTAL AGREEMENT

PAGE Two of Two

## 1. ADDITION OF ACCESSORIES:

Renter will not, without Owner's written consent, install any accessories or devices on the equipment if such installation will impair the operation, appearance or the originally intended function or use of the equipment. All accessories or devices affixed to the equipment will become the property of the Owner unless such accessory or device can be removed without in any way affecting the operation, appearance or the originally intended function or use of the equipment. Any damage to the equipment caused by the removal of such accessories or devices will be repaired at Renter's expense.

## 2. COMPLIANCE WITH REGULATIONS:

Renter will comply with all laws and regulations relating to Ownership, possession, use or maintenance of the equipment.

## 3. INSPECTION:

Renter will, whenever requested, advise Owner of the exact location of the equipment. Owner and its representative may, for the purpose of inspection, enter upon any job, building or place where the equipment is located at any reasonable time. Owner may remove the equipment without notice to Renter if, in the opinion of the Owner, it is being used beyond its capacity or in any other manner improperly cared for or abused.

## 4. ASSIGNMENT:

Renter agrees that Owner may assign this Rental Agreement and all right, title and interest of Owner in and to the equipment, and all sums due or to become due to Owner hereunder (of which assignment Renter hereby waives notice), and Renter agrees to recognize such assignment. Renter's obligation to pay rent under this Rental Agreement will not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Owner to Renter. Renter may not assign this Rental Agreement.

## 5. DEFAULT: TERMINATION OF RENTAL AGREEMENT BY OWNER OR ITS ASSIGNEE:

If Renter fails to make rental payment when due, attempts to sell or encumber the equipment, ceases operating, institutes or has instituted against it proceedings under any bankruptcy or insolvency law, makes an assignment for the benefit of the creditors or fails to comply with any other provision of the Rental Agreement, or if any attachment, execution, writ or process is levied against the equipment or any of Renter's property, or if for any reason Owner deems itself insecure or the equipment unsafe, Renter agrees to deliver the equipment to owner on demand. This Rental Agreement shall thereupon terminate and be forfeited at the option of the Owner. Owner may enter upon any job, building or place where the equipment is located and take possession of it without notice to Renter, and In the event of any such action, Renter agrees to pay all guaranteed rentals and all other rentals due, damage or any injury to the equipment, legal expenses, cost of removal of the equipment from the possession of the Renter, and all freight, storage, transportation and return to Owner at its place of business.

## 6. CONSTRUCTION:

This Rental Agreement is an agreement for rental only. Nothing herein will be construed as conveying to Renter any right, title or interest in or to the equipment, except as Renter.

## 7. GENERAL:

Time is of the essence of this Rental Agreement. Owner's failure at any time to require strict performance by Renter of any provision of this Rental Agreement will not waive or diminish Owner's right thereafter to demand strict compliance with that or any other provision. Waiver by Owner of any default will not waive any other default. This Rental Agreement may not be modified except by a written revision signed by the parties hereto.

**THIS RENTAL AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH ON BOTH PAGES OF THIS AGREEMENT**

By signing below Renter hereby expressly agrees to the terms, conditions and stipulations as described in this Agreement

PLEASE PRINT LEGIBLY

Renter (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BEARD EQUIPMENT COMPANY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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 ____ YEARS ____ MONTHS	

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

First Name*	Middle*	Last Name*	Title	DOB † / /	Social Security # † - -
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**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? YES <input type="checkbox"/> NO <input type="checkbox"/>	

Type of Business:\*  Individual  Sole Proprietor  S Corp  C Corp  Municipality  
 LLC^  Limited Partnership^  General Partnership^  Trust^

^ 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.

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? YES <input type="checkbox"/> NO <input type="checkbox"/>	

**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? YES  NO  Has a judgment ever been filed against you? YES  NO

**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 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 FPC in Wisconsin. You understand that this application may be used for obtaining credit or lease approval for any DCI or JDCFC product. If you are applying for a PowerPlan account, you acknowledge that you have received a true copy of the credit agreement and agree to its terms and you understand this account is for commercial and governmental use only. 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. \*\*\*

**PRIMARY APPLICANT**

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

**CO-APPLICANT**

By:  \_\_\_\_\_ 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 provided first to pay any invoice on your Account as past due. FPC reserves the right to apply any portion of 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 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 immediately close your Account 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 or 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.

**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 FPC all amounts charged by the use of the Account, plus Finance Charges, and the other charges described below. FPC 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 FPC is not responsible for the refusal of anyone to allow a purchase to be made through your PowerPlan Account.**

**CREDIT LIMIT.** FPC will establish and advise you of your regular credit limit when FPC opens your Account and on each monthly statement. FPC 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 FPC may increase or decrease your credit limit(s) at any time, in FPC's sole discretion, without prior notice to you. You agree to promptly prepare and provide to FPC any financial and Account information that FPC may, in its sole discretion, request from you.

**MONTHLY STATEMENT.** FPC 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.

FPC will send your monthly statements on dates and in intervals determined by FPC. Such statement shall be deemed correct and accepted by you unless FPC 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 FPC 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 FPC 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 Purchases(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%**

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.

Currently effective rates are shown below:

	Daily Periodic Rate(s) Regular Purchases	Annual Percentage Rate(s) Regular Purchases
Rate:	.053151%	19.40%

The above rates are correct as of the date of printing, November 3, 2008, but are subject to change after that date.

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

FPC 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:

FPC 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", FPC 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 FPC elects to use a later date, purchases are added to the daily balance as of the date of purchase.

FPC totals the daily balances for the billing cycle and divides the total by the number of days in the billing cycle. This gives FPC 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 FPC'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 Transaction(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, in centive interest rates on certain purchases for limited time periods, or other promotions may be available at the discretion of FPC. 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 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.** FPC will add to your Account: (1) A Late Payment Fee of \$50 if FPC 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 presentation; (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, if FPC refers your Account for collection to an attorney; (4) any filing fee paid by FPC required for any Uniform Commercial Code ("UCC") financing, continuation or termination statement related to the perfection of the security interest granted to FPC; 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 FPC's receipt of your written request. Otherwise, FPC will refund to you any credit balance remaining on your account after six months. You agree that FPC may retain any credit balance if it is less than \$5 or if FPC does not know your address and it cannot be traced through the last address or telephone number provided to FPC.

**ACCEPTING PAYMENT.** You agree that FPC 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 FPC may report your performance under this Agreement to credit reporting agencies and others who request a credit reference from FPC. You agree that FPC 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 FPC to share information regarding your Account with its corporate affiliates and other companies that offer products and services FPC believes may be of interest to you. FPC's affiliates may use certain consumer report information as a factor in establishing your eligibility for calling PowerPlan Customer Service at 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 FPC in writing. You agree that FPC may close or suspend your Account to future purchases at any time without prior notice. You agree that FPC 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 FPC according to the terms of this Agreement.

**SECURITY INTEREST. You grant FPC 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%. FPC'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 FPC's benefit ("Trust Funds"). You agree to promptly pay to FPC those Trust Funds, your funds that you have no interest in those Trust Funds, and you irrevocably assign to FPC your accounts receivable that comprise those Trust Funds. You authorize FPC, at its option, to direct any such Trust Funds owed to you be made jointly payable to you and FPC.**