



# JOHN DEERE FINANCIAL BUDGET BILLING APPLICATION

If you have questions about how to complete this application, call 1-800-356-9033 for assistance.

When your application is completed, your heating fuel merchant can fax or phone it in for you.

Fields marked with an asterisk (\*) are required by law (U.S.A. PATRIOT Act or Credit CARD Act). Your application cannot be processed without this information. The remaining fields are required in order for John Deere Financial to make an accurate credit decision.

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

\*Last Name \_\_\_\_\_ Suffix \_\_\_\_\_

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

Home Telephone Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

\*City \_\_\_\_\_

\*State \_\_\_\_\_ \*ZIP Code \_\_\_\_\_

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

City \_\_\_\_\_

State \_\_\_\_\_ ZIP Code \_\_\_\_\_

E-mail Address \_\_\_\_\_

\*Employment Income \_\_\_\_\_  
(Annual)

PLEASE SIGN BELOW.

**NOTICE TO BUYER. (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF ANY SPACES INTENDED FOR THE AGREED TERMS ARE LEFT BLANK. (b) YOU ARE ENTITLED TO A COPY OF THIS CREDIT AGREEMENT AT THE TIME YOU SIGN IT. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (c) YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE UNDER THIS CREDIT AGREEMENT.** (1) Applicant represents that the information given in the application, including all applicant names, 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 authorizes JDF to check with reporting agencies, credit references, and other sources disclosed herein in investigating the information given. (2) Married applicants may apply for an individual account. (3) You understand that any decision to grant or deny revolving credit will be made by JDF in Wisconsin. (4) 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. (5) You also authorize JDF to disclose financial information about you as described in the credit agreement and future notices JDF may send you. You have received a true copy of this agreement and agree to its terms.

SIGN HERE

Applicant's Name \_\_\_\_\_ (Please print)

Applicant's Signature X \_\_\_\_\_ (Please do not print)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

SPOUSE/CO-APPLICANT INFORMATION Please complete for co-applicant, authorized user and for spouse if you live in Wisconsin or other Community Property State.

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

\*Last Name \_\_\_\_\_

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

\*City \_\_\_\_\_

\*State \_\_\_\_\_ \*ZIP Code \_\_\_\_\_ \*Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Social Security Number \_\_\_\_\_ \*Annual Income \$ \_\_\_\_\_ .00

Co-Applicant's Signature X \_\_\_\_\_ (Please do not print)

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Notice for Ohio Residents** – The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Notice for Delaware Residents** – Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**Notice for Married Wisconsin Residents** – Wisconsin law provides that no agreement, unilateral statement or court decree relating to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. You must indicate the name of your spouse in the co-applicant/spouse section of this application.

## MERCHANT USE ONLY

### FUEL USAGE

Fuel Type:  Home Heating Oil  LP Fuel Estimated Annual Usage \_\_\_\_\_ Gallons

Price Per Gallon \$ \_\_\_\_\_ Budget Bill Start Month & Year \_\_\_\_\_ Tank Size \_\_\_\_\_ Gallons

Fuel Left in Tank \_\_\_\_\_ Gallons Previous Year's Annual Usage \_\_\_\_\_ Gallons

Previous Oil Supplier \_\_\_\_\_ Water Heated by Oil  Y  N Auto Delivery  Y  N

### DELIVERY INSTRUCTIONS

Delivery Address (if different) \_\_\_\_\_

Fill Pipe/Tank Delivery Instructions \_\_\_\_\_

**FACTS****WHAT DOES JOHN DEERE FINANCIAL, F.S.B. DO WITH YOUR PERSONAL INFORMATION?**

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ account balances and payment history</li> <li>▪ credit history and credit scores</li> </ul>
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons John Deere Financial, f.s.b. chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does John Deere Financial, f.s.b. share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	Yes
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 1-800-356-9033—and at the Menu, select 0 and one of our Customer Service Representatives will be able to assist you.</li> </ul> <p><b>Please note:</b> If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call 1-800-356-9033
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**What we do**

<p>How does John Deere Financial, f.s.b. protect my personal information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p>
<p>How does John Deere Financial, f.s.b. collect my personal information:</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ open an account</li> <li>▪ use your credit card or give us your income information</li> <li>▪ pay us by check or show your driver’s license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why can’t I limit all sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates’ everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<p>What happens when I limit sharing for an account I hold jointly with someone else?</p>	<p>Your choice will apply to everyone on your account.</p>

**Definitions**

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>John Deere Financial, f.s.b. and its credit affiliates including Deere &amp; Company, Deere Credit, Inc., and John Deere Construction and Forestry Company.</i></li> </ul>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Such as securities brokers-dealers, insurance companies and agents and merchants participating in the John Deere Financial program who have identified you as their customer.</i></li> </ul>
<p>Joint Marketing</p>	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>John Deere Financial Merchants</i></li> </ul>

JOHN DEERE FINANCIAL BUDGET BILLING CREDIT AGREEMENT  
THIS IS YOUR AGREEMENT.  
PLEASE READ IT AND KEEP IT FOR YOUR RECORDS.

**TERMINOLOGY.** In this Agreement the words *you*, *your*, and *yours* mean each person who applies for and is granted a John Deere Financial Budget billing (formerly referred to as Farm Plan 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. Account means John Deere Financial Budget billing account in all instances.

**JOHN DEERE FINANCIAL BUDGET BILLING ACCOUNT.** You request an Account from JDF. By applying for a Preferred Account, or by accepting our offer of a new budget billing payment amount, you agree that this Credit Agreement will apply to all purchases made through your Account by you or any person you authorize. This arises out of a consumer credit sale. You authorize JDF to honor any purchases you make by mail or 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 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 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. 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. 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.

**CREDIT LIMITS.** JDF will establish and advise you of your credit limit. You agree that JDF may increase or decrease your credit limit at any time, in JDF's sole discretion, without prior notice to you.

**ACCOUNT USE.** By applying for or accepting an Account, you agree to use your Account primarily to make heating fuel purchases for personal, family or household use, and not for agricultural, commercial or governmental use. You agree to pay JDF all amounts charged by the use of the Account, plus Interest 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 Account.

**MONTHLY STATEMENT.** JDF will send you a monthly statement whenever there is activity on your Account. JDF will bill you on the monthly statement for all amounts you owe. Your monthly statement will show your New Balance, any Missed Payment Fees, any Interest Charge, any other fees, the Payment Due and the Payment Due Date. In addition, it will show 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 Payment Due, and you may avoid or reduce Interest Charges by doing so. However, payment of more than the Payment Due, while reducing your balance will not prepay your Account or be applied against future Payments Due. All payments must be in U.S. dollars and drawn on funds on deposit in the United States. If your Payment Due Date falls on a Saturday, Sunday or holiday, the Payment Due Date will not be extended. For information about your rights regarding billing errors, refunds or adjustments, please refer to the section What To Do If There's An Error In Your Bill. 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.

**INTEREST CHARGE RATE.** Interest Charges on your Account may be calculated using a variable rate that will be determined by reference to a "Base Rate" to which is added a "Spread" to arrive at the current rate. The Base Rate from which your variable rate 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 11.9%

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 rate will apply to your existing Account balance as well as to future purchases under your Account. An increase in your rate will increase the total Interest Charge accruing on your Account and the balance on which your Payment Due is calculated. For example, if the Base Rate (and thus the applicable variable rate) were to increase by 5%, and the average daily balance to which the new rate applied was \$1,000, your INTEREST CHARGE for that month would increase by \$4.17 as a result of the increase in the variable rate.

Currently effective rates are shown below:

	Daily Periodic Rate	Annual Percentage Rate
	Preferred Purchases	Preferred Purchases
Rate:	.041507%	15.15%

The rates are correct as of April 7, 2011, but are subject to change after that date. To find out what may have changed, write to JDF at John Deere Financial, P.O. Box 5328, Madison, Wisconsin 53705-0328; or call Customer Service at 1-800-356-9033.

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

Any time your account is in default, your account will be subject to interest charges. If your account is in default JDF will add a INTEREST CHARGE, calculated as shown below, to any unpaid balances and any new purchases. To avoid additional Interest Charges on your account, you must bring your account current and pay the Payment Due in full on or before the Payment Due Date. The amount of your INTEREST CHARGES will be determined as follows:

JDF uses the daily periodic rate and corresponding APR shown in this Agreement. The applicable periodic rate is applied to the "Average Daily Balance" of your purchases, including current transactions during the current billing cycle. To get the "Average Daily Balance," JDF takes the beginning balance of your purchases, starting with any Previous Balance outstanding on the first day of the monthly billing cycle, adds any new purchases and debits (other than missed payment fees) and subtracts any 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.

A MINIMUM INTEREST 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.

**PAYMENT DUE.** You agree to pay each month a Payment Due. The Payment Due will be shown on your monthly statement. The Payment Due amount will be established by JDF, in its sole discretion, based on JDF's estimates of your annual Account charges, any missed payment Fees due and an 11-month repayment period. JDF may change the Payment Due amount at any time, without prior notice to you. If you fail to pay the Payment Due on or before the Payment Due Date shown on your monthly statement, JDF may, in its sole discretion, at any time thereafter, without prior notice to you, change the Payment Due to the entire Account balance.

**OTHER FEES AND CHARGES. MISSED PAYMENT FEES: If within 9 days after the Payment Due Date JDF has not received payment of at least the Payment Due, JDF will add to your Account a missed payment fee of \$10.**

**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 collection costs, any attorney's fees plus court costs and related fees including any bankruptcy fees and costs, to the extent permitted by applicable law. If New Hampshire law applies, those fees may be awarded to you if you prevail in any such action, suit or proceeding.

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

**CREDIT REPORTS.** JDF may report your performance under this Agreement to credit reporting agencies and others who request a credit reference from JDF. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. 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 use information about you for other business purposes, including sharing information with JDF's corporate affiliates. You also authorize JDF to disclose financial information about you as described in this Agreement and future notices JDF may send you.

**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.** Unless you reside in NC and the APR on a purchase or transaction exceeds 15%, you grant JDF a purchase money security interest in all merchandise purchased through your Account, and its proceeds, including insurance proceeds. 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 Interest Charges than other payment application methods and that this may include payments allocated to balances with a lower APR before balances with a higher APR. 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 checks, staples, or paper clips, or is not received at that location, credit may be delayed up to two 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 Payment Due within 20 days after the Payment Due Date on two occasions within any 12-month period; (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 provided JDF false or misleading information relating to your credit application or Account; (f) you fail to perform any other of your obligations under the terms of this Agreement as it may be amended; or (g) you are in default under any agreement you have with JDF or any of its affiliates. 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 DISCLOSURES.** 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 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 Interest 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.

**ARBITRATION OF DISPUTES.** In the event of any past, present or future claim or dispute between you and JDF arising from or relating to your Account, any prior account you have had with JDF, your application, the relationships which result from your Account or the enforceability or scope of this arbitration provision, of the Agreement or of any prior agreement, you or JDF may elect to resolve the claim or dispute by binding arbitration. This includes any such claim or dispute, whether based upon contract, property, tort, statute, common law or equity, other than a claim relating to JDF's right to repossess the merchandise purchased through your account by self-help, if permitted, or by judicial process. The parties agree and understand that the arbitration shall have all powers provided by law and the Contract. These powers shall include all legal and equitable remedies, including but not limited to money damages, declaratory relief, and injunctive relief. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have the right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. IF EITHER YOU OR JDF ELECTS ARBITRATION, NEITHER YOU NOR JDF SHALL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM. PRE-HEARING DISCOVERY RIGHTS AND POST-HEARING APPEAL RIGHTS WILL BE LIMITED. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION. NEITHER YOU NOR JDF SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST ANOTHER CUSTOMER WITH RESPECT TO OTHER ACCOUNTS, OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Even if all parties have opted to litigate a claim in court, you or JDF may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit, and nothing undertaken therein shall constitute a waiver of any rights under this arbitration provision. Arbitration may be elected at any time, regardless of whether a lawsuit has been filed, unless the lawsuit involving that claim or dispute has resulted in a final judgment. JDF will not invoke JDF's right to arbitrate an individual claim you bring in small claims court or your state's equivalent court, if any, so long as the claim is pending only in that court and does not exceed \$5,000. Your Account involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act (FAA). The arbitration shall be conducted by National Arbitration Forum (NAF) or American Arbitration Association (AAA), at the option of the party electing arbitration, in accordance with their procedures in effect when the claim is filed. As of "date of print," for a copy of their procedures, to file a claim or for other information, contact AAA's customer service at 1-800-778-7879 or visit their website at www.adr.org or contact NAF at 1-800-474-2371 or by visiting their website at www.arb-forum.com. All claims may be filed at any NAF or AAA office. At your written request, JDF will advance any arbitration filing, administrative and hearing fees which you would be required to pay to pursue a claim or dispute as a result of JDF's electing to arbitrate that claim or dispute. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse JDF for any arbitration filing, administrative, or hearing fees in an amount greater than what your and JDF's combined court cost would have been if the claim had been resolved in a state court with jurisdiction. Any arbitration hearing will take place in the federal judicial district where you reside. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. If requested by any party, the arbitrator shall write an opinion containing the reasons for the award. The arbitrator's decision will be final and binding except for any appeal rights under the FAA and except that if the amount in controversy exceeds \$100,000, any party may appeal the award within 30 days to a three arbitrator panel which shall review the award de novo. The costs of such an appeal shall be borne by the appealing party regardless of outcome. Judgment upon any award by the arbitrator may be enforced in any court having jurisdiction. JDF's rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon JDF's parent corporations, subsidiaries, affiliates, predecessors, successors, assigns, as well as the officers, directors and employees of each of these entities, and will also inure to the benefit of any third party named as a co-defendant with JDF or with any of the foregoing in a claim which is subject to this arbitration provision. Your rights and obligations under this arbitration provision shall inure to the benefit of and be binding upon all persons contractually liable under this Agreement and all Authorized Users of the Account. This arbitration shall survive termination of your Account as well as voluntary payment in full by you, and legal proceedings by JDF to collect a debt owed by you, any bankruptcy by you and any sale by JDF of your Account.

**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.

**WHAT TO DO IF THERE IS AN ERROR IN YOUR BILL. YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.** This notice contains important information about your rights and JDF's responsibilities under the Fair Credit Billing Act.

**NOTIFY JDF IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write to JDF (on a separate sheet) at the address shown on the reverse side of your billing statement. Write to JDF as soon as possible. JDF must hear from you no later than 60 days after JDF sent you the first bill on which the error or problem appeared. You can telephone JDF, but doing so will not preserve your rights. In your letter, give JDF the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error
- If you need more information, describe the item you are unsure about.

If you have authorized JDF to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach JDF three business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND JDF'S RESPONSIBILITIES AFTER JDF RECEIVES YOUR WRITTEN NOTICE.** JDF must acknowledge your letter within 30 days, unless JDF has corrected the error by then. Within 90 days, JDF must either correct the error or explain why JDF believes the bill was correct. After JDF receives your letter, JDF cannot try to collect any amount you question, or report that amount delinquent. JDF can continue to bill you for the amount you question, including interest charges. You do not have to pay any questioned amount while JDF is investigating, but you are still obligated to pay the parts of your bill that are not in question. If JDF finds that JDF made a mistake on your bill, you will not have to pay any interest charges related to any questioned amount. If JDF didn't make a mistake, you may have to pay interest charges, and you will have to make up any missed payments on the questioned amount. In either case, JDF will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that JDF thinks you owe, JDF may report you as delinquent. However, if JDF's explanation does not satisfy you, and you write to JDF within 25 days telling JDF that you still refuse to pay, JDF must tell anyone JDF reports you to that you have a question about your bill. And, JDF must tell you the name of anyone it reports you to. JDF must tell anyone it reports you to that the matter has been settled between you and JDF when it is finally settled. If JDF doesn't follow these rules, it can't collect the first \$50 of the questioned amount, even if your bill was correct.

**SPECIAL RULES FOR CHARGE ACCOUNT PURCHASES.**

If you have a problem with the quality of property or services that you purchased with your Account and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- The purchase price must have been more than \$50.

**These limitations do not apply if JDF owns or operates the merchant, or if JDF mailed you the advertisement for the property or services.**

**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).

ANNUAL PERCENTAGE RATE	
	Preferred Purchases
Annual Percentage Rate	Rate: <b>15.15%</b>
Variable Rate Information	Your annual percentage rate may vary. The rate is determined by adding 11.9% percentage points to 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 15th day of each month.
Grace Period for Repayment of Balances for Purchases	25 days, on average, from your billing date to repay the new balance of purchases before a interest charge will be imposed.
Method of Computing the Balance for Purchases	Average daily balance.
Minimum Interest Charge	\$1.00
Missed Payment Fee	\$10.00

The above information was accurate as of April 7, 2011, but is subject to change after that date. To find what may have changed, write to JDF at John Deere Financial, P.O. Box 5328, Madison, WI 53705-0328 or call Customer Service at 1-800-356-9033.