

CREDIT APPLICATION

(Page 1 of 3)



Construction Finance Group
Phone: 800-323-8542



Nortrax, Inc.
a Deere Retailer



PowerPlan
Phone: 800-634-9661

PLEASE FAX ALL CREDIT APPLICATIONS TO:
Fax: 813-635-2323

PLEASE PRINT OR TYPE

Dealership Name: Salesman/Location: Dealer #: Date:

Applying for: RETAIL NOTE LEASE POWERPLAN MUNICIPAL [X] NORTRAX

Fields marked with an asterisk (\*) are required by law (USA PATRIOT ACT) when applying for revolving credit. Your application can not be processed without this information.

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

Business Name\* Sumter County Board of County Commissioners
DBA (if any) (Public Works)
Federal Tax ID Number\* 59-6000865
Physical Address\* 319 E. Anderson Avenue
City\* Bushnell County\* Sumter State\* FL Zip\* 33513

Business Phone # 352-793-0240 Fax# 352-793-0247 Home# E-mail Address:
Contractor License No. D & B Rating (if any) Business Identification # (if known) (NOT TAX ID #)

State in which the business is Registered or Incorporated\* FL Date Business Incorporated, Partnership formed, or Sole Proprietorship Started 1/8/1853
Time at current address: Years / Months Purchase Order Required? [X] Yes [ ] No Description of Business (site prep, road work, etc) Road Work

Is Applicant sales tax exempt? [ ] Yes [ ] No

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

First Name\* Middle\* Last Name\* Title DOBT Social Security # †

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

Physical Address\* City\* County\* State\* Zip\*

Home Phone # Mobile Phone # E-Mail Address Are you a U.S. Citizen? [ ] Yes [ ] No

Type of business\*: [ ] Trust^ [ ] Individual [ ] LLC^ [X] General Partnership^ [ ] Limited Partnership^ [ ] S Corp [ ] C Corp [X] Municipality [ ] Sole Proprietor

\* 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 DOBT Social Security # †

Physical Address\* City\* County\* State\* Zip\*

Home Phone # Mobile Phone # E-Mail Address Are you a U.S. Citizen? [ ] Yes [ ] No

TRADE REFERENCES

Name Address (include City, State, Zip) Telephone # Account #
Cindy Chevrolet 4135 E SR 44 Wildwood, FL 347885 352-748-1122
NAPA 510 N Main Street Bushnell, FL 33513 352-793-3545
Evans (Ace Hardware) 124 Bushnell Plaza Bushnell, FL 33513 352-793-4301

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 Address (include City, State, Zip)
SunTrust 0416500006854 404-588-7711 Adam Horn Atlanta, GA

Equipment Finance Co. ACCT# Phone # Contact Name Address (include City, State, Zip)

Equipment Finance Co. ACCT# Phone # Contact Name Address (include City, State, Zip)

Equipment Finance Co. ACCT# Phone # Contact Name Address (include City, State, Zip)

# of YEARS IN BUSINESS HAVE YOU EVER FILED BANKRUPTCY? [ ] Yes [X] No HAS A JUDGMENT EVER BEEN FILED AGAINST YOU? [ ] Yes [X] No

INSURANCE INFORMATION NOTE: not applicable to revolving credit

Insurance Agency name Contact Name Policy # Phone # Fax #
Brown and Brown Insurance Travis Childers FAC2373AU 352-787-2431

Physical Address City County State Zip
P.O. Box 491636 Leesburg Lake FL 34749

if you do not have insurance would you like to have JD Sentry UltraGard Physical Damage Insurance quoted and applied to your payments? [ ] Yes [X] No

\*\*\* This Credit Application consists of three (3) pages; Application is continued on the next page \*\*\*

APPLICANT INFORMATION - (CONTINUED)	Primary Applicant Information (CONTINUED)			
Business Name*	First Name*	Middle*	Last Name*	Title

Sumter County Board of County Commissioners				
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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 accurately describes the financial condition of the applicant as of the date shown, and that there has been no material change since then, 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), John Deere Construction and Forestry Company (JDCFC), or Nortrax, Inc. (NTRX) (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, and (2) grants permission to verify all information in this application and to obtain credit reports, concerning applicant and such other persons from time to time such purposes as we deem appropriate including, without limitation, to assist us in making a credit decision that 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 and (3) grants permission to their respective present and former creditors to provide all information requested by us, and (4) grants permission to us and hereby instructs us in writing to furnish all or any portion of the information in this application to any current or prospective creditor or the applicant and/or each person signed hereon and (5) hereby releases all claims against us, and their respective present and former creditors, for all acts or omissions which occur in verifying the above information. This is not a commitment to lend. All applicants are subject to approval by us. If, and only if, Applicant is approved by us, the terms set forth on the reverse side of this application shall apply to all obligations of Applicant to us, except to the extent otherwise agreed to by us. Applicant and each other person signing below, or on the reverse hereof, agrees to the terms set forth on the reversed side of this application.

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 credit or deny this application will be made by NTRX within its regional offices. 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 or NTRX organization. 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.

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

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

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

<b>PRIMARY APPLICANT</b>			
By: X	Printed Name of Signer: _____		Date: _____
<input type="checkbox"/>	Individually	<input type="checkbox"/>	If primary applicant is a corporation or other form of legal entity, title of signer: _____
<b>CO-APPLICANT</b>			
By: X	Printed Name of Signer: _____		Date: _____
<input type="checkbox"/>	Individually	<input type="checkbox"/>	If co-applicant is a corporation or other form of legal entity, title of signer: _____

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

<b>For Revolving Credit Applications and credit decreases:</b>	John Deere Credit P.O. Box 5327 Madison, WI 53705
<b>For Installment OR Lease Applications:</b>	Customer Service Department -- Construction Finance Group Deere Credit Services, Inc. P.O. Box 6600 Johnston, IA 50131-6600
<b>For Credit Applications with Nortrax:</b>	Credit Manager Nortrax, Inc. 4042 Park Oaks Boulevard, Suite 200 Tampa, FL 33610

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

**NOTICE:**  
The Federal Equal Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), or because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The federal agency that administers compliance with this law concerning FPC Financial, f.s.b.  
Office of Thrift Supervision  
225 East John Carpenter Freeway, Suite 500  
Irving, TX 75062-2326

The federal agency that administers compliance with this law concerning DCI, JDCFC and NTRX:  
The Federal Trade Commission  
Washington, DC 20580

You release all claims against DCI, JDCFC, FPC, NTRX and their affiliates and your other creditors for all acts or omissions which occur in verifying the above information.

APPLICANT INFORMATION - (CONTINUED)	Primary Applicant Information (CONTINUED)			
Business Name*	First Name*	Middle*	Last Name*	Title
Sumter County Board of County Commissioners				

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

The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

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

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

**\*\*\*SEE NEXT PAGE\*\*\***

In the event applicant is approved by NTRX, and except to the extent otherwise agreed to by NTRX with respect to any particular transaction, the following terms shall apply generally to all other obligations of the Applicant to NTRX. Payment in full is due thirty (30) days from the date of invoice or performance of service (due date) unless the parties agree otherwise by written contract or other document. Any amount not paid within thirty (30) days of the due date (interest-free period) shall be subject to a monthly service charge of one and one-half percent (1.5%) or the maximum rate allowed by law, whichever is less, from the end of the interest-free period. Applicant grants to NTRX a purchase money security interest in all goods and products now or hereafter sold to applicant by such party to secure the price for all such goods and products. In the event that all or any part of the purchase price for such goods or products is not paid when due, NTRX shall have, in addition to their other rights and remedies, the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code. Applicant will on demand pay to NTRX as applicable, all costs and expenses (including without limitation legal expenses and reasonable attorney's fees) incurred by such parties in collecting any amount due from Applicant or enforcing any obligations of applicant, whether or not any legal proceeding is commenced in connection therewith. All obligations of the applicant to us are due and payable at the address indicated in the applicable invoice or statement. The validity, construction, interpretation and administration of this application and all agreements between Applicant and NTRX shall be governed by the laws of the state where product and services were initially provided, without regard to its law governing choice of law or conflict of law. IN CONNECTION WITH ANY CONTROVERSY INVOLVING OR RELATED TO THIS APPLICATION AND ANY OTHER AGREEMENT BETWEEN APPLICANT AND NTRX, APPLICANT AND EACH OTHER PERSON SIGNING THIS APPLICATION CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE WHERE PRODUCTS AND SERVICES ORIGINATED, WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT, AND AGREES THAT ANY LITIGATION INITIATED BY APPLICANT OR ANY OTHER PERSON SIGNING THIS APPLICATION, SHALL BE VENUED IN THE COUNTY WHERE THE PRODUCTS AND SERVICES ORIGINATED OR IF LITIGATION IS FILED BY NTRX, AS DETERMINED BY NTRX. APPLICANT AND EACH PARTY SIGNING THIS APPLICATION KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH, THIS APPLICATION OR ANY OTHER AGREEMENT RELATING HERETO. If, at the sole discretion of NTRX, it becomes apparent that Applicant is or will be unable to meet its financial obligations to NTRX, or if Applicant fails to comply with the terms and conditions imposed by this agreement or any other agreement between Applicant and NTRX shall have the right in its sole discretion to demand payment in advance or demand satisfactory security.

**\*\*SUMTER COUNTY BOARD OF COUNTY**

**GUARANTY**

**COMMISSIONERS DOES NOT SIGN GUARANTY\*\***

The undersigned, jointly and severally, personally guarantee to NTRX the punctual payment and prompt performance of all terms, provisions and conditions of any and all liabilities or obligations of the Applicant to NTRX whether now existing or hereafter arising and whether evidenced by written agreement, open account, or otherwise. If the applicant defaults in the payment and performance of its obligations to NTRX in any manner, NTRX may demand payment in full of all obligations due from the Applicant without first proceeding against the applicant or liquidating any security. The undersigned further agrees to be bound by and on demand to pay any deficiency established by a sale or any collateral held, with or without notice. The undersigned hereby waives notice of acceptance of this Guaranty, notice of default by the applicant and presentment, protest and demand, and or any of them with respect to any note or notice of default by the Applicant or any note or other instrument or agreement to which the applicant may be a party. The undersigned expressly agrees to remain bound under this Guaranty notwithstanding NTRX's extension of time, or performance to the granting of, or any other indulgence to, or any other modification of any obligation of the applicant, and/or acceptance alteration or release of any security, whether provided by the Applicant or any other person. The undersigned further agrees to be bound by and on demand to pay NTRX any and all sums that a trustee or debtor might recover from NTRX under the United States Bankruptcy Code, as now existing or hereafter amended, and the undersigned waives any and all rights of subrogation and/or contribution. If more than one party signs this Guaranty, all obligations and liabilities created shall be the joint and several obligation and liability of each of said parties. This Guaranty is unlimited in amount and is a continuing, indivisible, and cumulative guarantee. Revocation of this Guaranty shall be effective as of ten (10) days from the receipt of written notice of revocation sent by the undersigned by registered mail to NTRX, provided that the liability of the undersigned shall continue with respect to any obligation of the Applicant incurred prior to the effective date of such revocation. No revocation hereof shall be effected by the withdrawal of any of the undersigned as a stockholder, partner, officer, director, or employee of the applicant, or by the death of any of the undersigned. This Guaranty is fully enforceable irrespective of any defenses which the Applicant may assert including but not limited to failure of consideration, breach of warranty, payment, statute of limitations, accord and satisfaction, and usury. The undersigned agrees on demand to pay NTRX, as applicable, all costs and expenses (including without limitation legal expenses and reasonable attorney's fees) incurred by such parties relative to collection of the indebtedness due and owing whether or not any legal proceeding is commenced in connection therewith and, if legal proceedings are commenced, whether or not incurred in connection with trial or appellate proceedings, bankruptcy proceedings or otherwise. The validity, construction and interpretation of this guaranty shall be governed by the laws of the state as determined by NTRX, without regard to its law governing choice of law or conflict of law. IN CONNECTION WITH ANY CONTROVERSY INVOLVING OR RELATED TO THIS GUARANTY, GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE WHERE PRODUCTS AND SERVICES ORIGINATED, WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT, AND AGREES THAT ANY LITIGATION INITIATED BY GUARANTOR, IN CONNECTION WITH THIS GUARANTY, SHALL BE VENUED IN THE COUNTY WHERE THE PRODUCTS AND SERVICES ORIGINATED OR IF LITIGATION IS FILED BY NTRX, AS DETERMINED BY NTRX. GUARANTOR AND EACH PARTY SIGNING THIS GUARANTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED TO THIS GUARANTY. This Guaranty shall insure to the benefit of NTRX, their respective successors and assigns, and shall be binding upon the undersigned and their respective successors, representatives and assigns. The undersigned hereby certifies that he or she has initiated this request for credit from NTRX in connection with this business transaction based upon a legitimate business need. Although the undersigned's request for credit is solely for business purposes, the undersigned hereby authorizes NTRX to request, obtain and use consumer credit reports regarding the undersigned's individual credit from any consumer reporting agency. This Guaranty shall not be modified except by instrument in writing signed by the undersigned and a duly authorized officer of Creditors. Unless the Guarantor is a corporation, the signature below is the personal signature of that person, and this is the personal guaranty of that person regardless if that person is identified in any other capacity. A facsimile, electronic representation or copy of this Guaranty shall be enforceable as an original, and this Guaranty may be executed and enforced in counterparts. This Guaranty is dated as of the date first written on the reverse side hereof.

Witness: \_\_\_\_\_  
(Signature)

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

Guarantor(s): \_\_\_\_\_  
(Signature)

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

Witness: \_\_\_\_\_  
(Signature)

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

Guarantor(s): \_\_\_\_\_  
(Signature)

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

APPLICANT INFORMATION - (CONTINUED)	Primary Applicant Information (CONTINUED)			
Business Name*	First Name*	Middle*	Last Name*	Title

Sumter County Board of County Commissioners

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In the event application is approved by NTRX, and except to the extent otherwise agreed to by NTRX with respect to any particular transaction, the following terms shall apply generally to all other obligations of the Applicant to NTRX. Payment in full is due 45 days from the date of invoice unless the parties agree otherwise by written contract or other document.

The applicant herein indicated, fully agrees to pay finance charges as stipulated per FL State Statute, Chapter 218. It is specifically agreed and stipulated that if this matter is placed in the hands of an attorney for collection, the prevailing party in any litigation arising from this contract shall recover from the losing party reasonable attorney fees. Should a suit be instituted, the undersigned consents to venue being in Sumter County, FL.

Sumter County Board of County Commissioners does not sign Guaranties.

Witness:

\_\_\_\_\_

(Signature)

Print Name:

\_\_\_\_\_

Witness:

\_\_\_\_\_

(Signature)

Print Name:

\_\_\_\_\_