

CNH CAPITAL COMMERCIAL REVOLVING ACCOUNT APPLICATION

USAGE: [ ] AGRICULTURE [ ] CONSTRUCTION

Credit Line Requested: \_\_\_\_\_

MERCHANT NAME AND CITY \_\_\_\_\_

(PLEASE PRINT CLEARLY and COMPLETE APPLICABLE SECTIONS ONLY)

SECTION 1

TO BE COMPLETED BY:

MERCHANT # \_\_\_\_\_

[ ] CORPORATION [ ] LLC [ ] PARTNERSHIP [ ] MUNI / GOV'T

BUSINESS/PARTNERSHIP NAME\*

TAX ID #\*

STREET # AND NAME OR RURAL ROUTE #\*

CITY\*

STATE\*

ZIP\*

ALTERNATE MAILING ADDRESS

BUSINESS TELEPHONE\*

YR. BUS. EST.\*

ANNUAL INCOME

E-MAIL ADDRESS

(OFFICER OR PARTNER) FIRST NAME

MI

LAST NAME

SOCIAL SECURITY #

DATE OF BIRTH

HOME TELEPHONE

BUSINESS TELEPHONE

E-MAIL ADDRESS

SECTION 2

TO BE COMPLETED BY:

[ ] SOLE PROPRIETOR

[ ] CO-APPLICANT

FIRST NAME\*

MI

LAST NAME\*

DBA

SOCIAL SECURITY #\*

DATE OF BIRTH\*

STREET # AND NAME OR RURAL ROUTE #\*

CITY\*

STATE\*

ZIP\*

ALTERNATE MAILING ADDRESS

HOME TELEPHONE\*

BUSINESS TELEPHONE

E-MAIL ADDRESS

YR. BUSINESS EST.\*

RESIDENCE

[ ] OWN [ ] RENT

YR. RES. ESTAB.\*

ANNUAL INCOME

OCCUPATION

CO-APPLICANT - FIRST NAME

MI

LAST NAME

DBA

SOCIAL SECURITY #

DATE OF BIRTH

STREET # AND NAME OR RURAL ROUTE #

CITY

STATE

ZIP

ALTERNATE MAILING ADDRESS

HOME TELEPHONE

BUSINESS TELEPHONE

E-MAIL ADDRESS

YR. BUSINESS EST.

RESIDENCE

[ ] OWN [ ] RENT

YR. RES. ESTAB.

ANNUAL INCOME

OCCUPATION

SECTION 3

(TO BE COMPLETED BY ALL APPLICANTS)

DEPOSITORY BANK NAME

BANK TELEPHONE

CONTACT NAME

ACCOUNT #

TOTAL CHECKING & SAVINGS BALANCE

LENDER NAME

LENDER TELEPHONE

CONTACT NAME

ACCOUNT #

TOTAL LOAN BALANCE

SECTION 4

(PLEASE PROVIDE THE NAMES OF ANY SECONDARY AUTHORIZED USERS)

FIRST NAME

MI

LAST NAME

FIRST NAME

MI

LAST NAME

(PLEASE READ AND SIGN BELOW)

By signing below, the applicant, partner or co-applicant ("Applicant") hereby (1) requests that CNH Capital America LLC ("Lender"), establish a CNH Capital Commercial Revolving Account (the "Account") and to issue to Applicant one or more card(s) (if card(s) are issued to access the Account) to be used in connection with said Account; (2) authorizes Lender to investigate Applicant's credit worthiness, including without limitation by obtaining reports from credit reporting agencies and other information and credit records, and to share such information and information regarding the Applicant, or the Account, or Lender's credit experience with Applicant, with credit reporting agencies, other creditors of Applicant, the merchant, third parties that Lender reasonably believes are conducting credit inquiries in accordance with applicable law, and subsidiaries and affiliates of Lender and to use the aforementioned information in collecting any debt of Applicant owed to Lender; (3) authorizes Applicant's past and present lenders, lessors, landlords and other creditors to provide Lender or its designee with any and all information that will assist Lender in its credit inquiry; and (4) certifies that all information provided in this application is true and correct. This application is given for the purpose of obtaining credit. Applicant agrees that, if an Account is opened in response to this application, (i) the Account and the card(s) (if card(s) are issued to access the Account) shall be governed by the terms and conditions of the agreement establishing the Account, as it may be amended from time to time; (ii) Applicant shall be responsible for all charges, advances and fees made or incurred under the Account by Applicant or anyone authorized or permitted by Applicant to use the Account and/or the card(s) (if card(s) are issued to access the Account); and (iii) THE ACCOUNT SHALL BE USED ONLY FOR AGRICULTURAL, COMMERCIAL OR GOVERNMENTAL PURPOSES, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You further certify that you are authorized to sign on behalf of the Applicant. The person(s) signing below also agree, individually and not on behalf of Applicant, that Lender or its designee may obtain credit reports on said person(s) from credit reporting agencies, and otherwise investigate the credit of said person(s), in connection with Lender's credit inquiry with respect to Applicant, and hereby instructs all credit reporting agencies to provide Lender with such credit reports upon request.

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

Notice to Illinois residents- (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service, (b) The applicant may request the reason for rejection of his or her application for a credit card, (c) No person need reapply for a credit card solely because of a change in marital status unless the change in marital status has caused a deterioration in the person's financial position, and (d) A person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by so long as no fraud is intended thereby.

Notice to California residents- An applicant, if married, may apply for a separate account.

Notice to married Wisconsin residents- Wisconsin law provides that no agreement, unilateral statement or court decree relative 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.

APPLICANT'S SIGNATURE (REQUIRED) PRINT NAME TITLE DATE PARTNER OR CO-APPLICANT'S SIGNATURE PRINT NAME TITLE DATE

X

X

PERSONAL GUARANTY: (Corporations or LLC's in business less than 2 years, and all partnerships and proprietorships. Guarantor must be owner/sole proprietor, general partner, or corporate officer)

If an Account is opened in response to the foregoing application, in consideration of CNH Capital granting Applicant the Account, the undersigned Guarantor hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of Applicant's obligations under the agreement establishing the Account (the "Agreement"), and further agrees, in the event of any default under the Agreement, to pay the total balance due on the Account upon demand, without requiring CNH Capital or its assignees to make demand and/or proceed first to enforce the Agreement against the Applicant. The Guarantor hereby waives notice of any modifications, amendments, or extensions of the Agreement, and of Applicant's non-performance or breach of the Agreement. The payment obligations of the Guarantor are the direct, primary, and continuing obligations of the Guarantor and Guarantor's heirs, successors and assigns, and not merely a guaranty of collection.

By signing below the Guarantor also agrees, individually and not on behalf of Applicant, that CNH Capital or its designee may obtain credit reports on said Guarantor from credit reporting agencies, and otherwise investigate the credit of said Guarantor, and hereby instructs all credit reporting agencies to provide CNH Capital with such credit reports upon request.

GUARANTOR SIGNATURE

FIRST NAME

LAST NAME

STREET # AND NAME OR RURAL ROUTE #

CITY

STATE

ZIP

SOCIAL SECURITY #

MERCHANT USE ONLY IF APPROVED BY PHONE, MAIL THE ORIGINAL APPLICATION TO: CNH CAPITAL COMMERCIAL REVOLVING ACCOUNT, P.O. BOX 1083, EVANSVILLE, IN 47706-1083

ACCOUNT NUMBER

CREDIT LIMIT

PRE-QUALIFICATION ID #

\*Required Fields

11301 A Rev 06/10 Previous editions may not be used.

*This Agreement contains the terms and conditions which govern your account in our Commercial Revolving Account Program. Please read this document and keep it with your other important papers.*

1. **Definitions.** In this Agreement, the word "Account" means the revolving credit account that you open with us, or which is opened for you at the request of a participating merchant, under this Agreement for agricultural, construction, or other commercial purposes. The words "we," "our" and "us" mean CNH Capital America LLC. The words "you," "your," and "yours" mean each individual, corporation, partnership, other business entity, or government agency that holds the Account. The words "Authorized User" include you and any other person or entity to whom or which you give permission to use the Account. The word "Card" means the credit card, which you must sign upon receipt, that we may issue to you upon the opening of the Account under this Agreement.

2. **Account Use.** By applying for, accepting or using the Account, you agree to use the Account to make Purchases exclusively for agricultural, construction or other commercial purposes, and not for personal, family, or household purposes. We reserve the right to cancel the Account if we determine that you are using the Account for purposes that are not agricultural, construction or commercial in nature.

3. **Operation of Account.** The Account can be used to make a purchase of agricultural, construction or other commercial equipment, services, and related products (a "Purchase") from participating authorized merchants. When you use the Account to make a Purchase we are effectively making you a loan in the amount charged for the Purchase, provided, however, that unless and until we notify you to the contrary, when you make the Purchase at a participating merchant location in the States of Connecticut, Kentucky, New York, Nevada, Oregon, Pennsylvania or Vermont, the participating authorized merchant makes a credit sale to you for a purchase price equal to the amount initially charged for the Purchase plus all Finance Charges and any other charges that subsequently accrue on the resulting balance in your Account. Participating authorized merchants with locations in Connecticut, Kentucky, New York, Nevada, Oregon, Pennsylvania or Vermont will sell us the rights to receive all of those charges from you promptly after each such Purchase, and we will bill you directly for these amounts in the same way that we bill you for Purchases where we extend credit directly. Your obligations, and our ongoing relationship with you, in respect of such Purchases shall be governed by the terms and conditions of this Agreement.

4. **Your Responsibility for the Account.** You are responsible for all amounts owed on the Account, whether it is used by you or by an Authorized User, and you agree to pay such amounts according to the terms of this Agreement. If this is a joint Account, each of you, together and individually, is responsible for all amounts owed, even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your joint Account holder is ordered by a court to pay us. If a court orders your joint Account holder to pay all or a portion of the Account balance, you will remain liable to us if your joint Account holder fails to pay us as ordered by the court, and your Account status will continue to be reported to the credit bureau under your name.

You hereby authorize us to issue a duplicate Card to the merchant through which you applied for your Account or any other participating merchant with which you conduct business for use solely at the requesting merchant's locations and solely on your behalf.

5. **Authorized User.** In order for us to grant permission to an Authorized User to use the you must notify us in writing. In order for us to cancel permission of an Authorized User to use the you must notify us in writing and, if applicable, you must destroy any Card in the possession of that Authorized User. After we receive your letter, you will not be liable for any new Purchases made by that Authorized User.

6. **Accepting this Agreement.** By applying for, accepting or using the Account, you agree that this Credit Agreement shall apply to all Purchases made by you or any Authorized User through the Account and you accept all of the terms and conditions of this Credit Agreement, as amended from time to time.

#### HOW TO USE YOUR CREDIT LINE.

7. **Purchases.** You authorize us to honor any Purchase you make by mail, telephone or any electronic means. You agree that a signature is not necessary for any such Purchase. You agree to pay us all amounts charged for Purchases, plus Finance Charges and the other charges described below. You can make Purchases up to the full amount of your available credit limit. We are not responsible for the equipment, services, and related products acquired or provided through the use of the Account. Any such claims and all disputes respecting any transaction must be settled between you and the merchant at which the charge was incurred and shall have no effect on your obligations to us.

There are two types of Purchases. A Promotional Purchase is described in Section 19. A Regular Purchase is any type of individual transaction other than Promotional Purchases described in Section 19.

8. **Your Credit Limit.** We will establish and advise you of the credit limit for the Account. We may increase or decrease your credit limit at any time without prior notice. You may request a change in your credit limit by writing us at the address shown on your billing statement. We may, but are not required to, approve transactions that cause you to exceed your available credit limit. We may refuse to authorize or accept any transaction on the Account that would cause you to exceed your credit limit. It is your obligation not to exceed the credit limit for the Account.

9. **Credit Insurance.** We may offer optional credit, life, disability, loss of employment or property damage insurance, as allowed in your state of residence in connection with the Account. The terms of these coverages are described in a separate insurance disclosure.

#### OTHER CONCERNS.

10. **Unauthorized Use.** If the Account is used without your permission, or, where applicable, your Card is lost or stolen, you must immediately notify us at the telephone number shown on your billing statement. You should also notify us in writing. You must not use the Account after you have notified us. If an unauthorized person uses the Account you may be liable for such unauthorized use, but not for more than \$50.00. You will not be liable for any Purchase made by an unauthorized user after you have notified us of the unauthorized use at the telephone number or the address shown on your billing statement. You agree to assist us in determining the facts, circumstances and other pertinent information related to any possible unauthorized use of the Account and to comply with such procedures as we may require in connection with our investigation. We are not responsible for controlling use of the Account by any Authorized User. If you authorize the use of the Account, you are responsible for all charges made to the Account.

11. **If Your Account is Refused.** We are not responsible and shall have no liability if a merchant refuses to honor your Account or accept a transaction on your Account. Although you may have credit availability, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. Neither we nor our agents will be responsible or have any liability if authorization for a transaction is not given. If you are delinquent in payments on your Account or any other financial arrangement with us, or any other creditors, authorization of credit for transactions may be declined and your Account may be suspended until your obligations have been satisfied.

#### PAYING YOUR BILL.

12. **Billing Statements.** We will send you a billing statement at the end of each billing period (intervals of approximately one month, which we call "Billing Cycles") if there is a debit or a credit balance on the Account, or a balance on which a Finance Charge has been imposed. Your billing statement will show your New Balance, any Finance Charges, any Account Fees, the Minimum Payment and the Payment Due Date. These terms are defined on your billing Statement. In addition, it will show an itemized list of current Purchases, payments and credits, as well as your credit limit and other information concerning the Account.

The contents of your billing statement shall be deemed correct and accepted by you unless we are notified by you to the contrary in writing within 60 days of the date of that statement. If you think your statement is incorrect, write to us on a separate sheet at the address shown on your billing statement. Describe the error you think exists and include your Account number in all correspondence.

13. **Payments.** The Payment Due Date is the date that payment must be received at the address shown on the front of your billing statement. The Payment Due Date will be no less than 25 days after the closing date of the previous Billing Cycle; the time period being referred as the "Grace Period." All payments must be made in U.S. dollars and drawn on funds on deposit in the U.S.

We may accept late payments or partial payments, and payments marked "Payment in Full," or with similar language, without losing any of our rights under this Agreement. Payments should not be made by post-dated check. If we receive payment by post-dated check we may deposit it and shall have no liability if it is posted prior to the date which appears on the check. Payments must be sent to us at the address shown on your billing statement. There could be a delay in crediting the payment to your account if you send or make a payment to us at any other address.

You may at any time pay your entire New Balance or pay more than the Minimum Payment. Payments of more than the Minimum Payment, while reducing your balance, will not prepay your Account or be applied against any future Minimum Payments. If your Payment Due Date falls on a Saturday, Sunday or holiday, the Payment Due Date will not be extended. Payments received on a Saturday, Sunday or holiday or after 12:30 PM CT on a business day will be credited on the next business day.

14. **Minimum Payment.** You must make a Minimum Payment in each Billing Cycle equal to:

- Any amount past due; plus
- Any amount by which the New Balance exceeds your credit limit; plus
- For Regular Purchases balances ("Regular Balances") and Promotional Purchases balances ("Promotional Balances"), within your credit limit, except as otherwise provided by the terms then applicable to any Promotional Balances, either:
  - The greater of \$10 or 3% of total Regular and Promotional Balance, if that balance exceeds \$10; or
  - Your entire Regular and Promotional Balance, if it is less than \$10.

15. **Payment Application.** Payments will be applied as we determine at our sole discretion. We may, at our sole discretion, without prior notice to you, change how we apply payments. Such changes in payment application may result in higher Finance Charges than other payment application methods and may result in payments being allocated to balances with lower Finance Charge rates and/or to balances with longer promotional periods before balances with shorter or no promotional periods.

#### FINANCE CHARGES

16. **When Finance Charges Begin to Accrue.** Finance Charges are imposed on your Regular Balance and any Promotional Balances ("Balances"), including current cycle Regular and Promotional Purchases, from the date that a transaction is added to your daily balance until the Balances are paid, unless the terms of a particular Promotional Balance specify otherwise. However, if the payments and credits made to your Account by the Payment Due Date on your prior billing statement were equal to or greater than the total of the Balances (except any Promotion Balances not yet due under the terms of a particular Promotion) to avoid any additional Finance Charges. The Finance Charge shown on your billing statement is computed only through the last day of the Billing Cycle. Since Finance Charges continue to accrue until the date your payment is received and posted to your Account, additional Finance Charges may appear on the following month's billing statement.

17. **How We Compute Finance Charges.** Separate Balances. We will segregate all transactions into Regular Purchases and Promotional Purchases to calculate separate Average Daily Balances. You may have more than one type of Promotional Purchase, so there may be multiple Promotional Balances. Your Regular Balance and each of your Promotional Balances is referred to as a "feature" of your Account.

**Calculation of Finance Charges.** We figure Finance Charges separately for each feature on your Account. For each feature, we figure the Finance Charge by multiplying (a) the applicable Daily Periodic Rate, times (b) the "Average Daily Balance" of that feature of your Account, times (c) the number of days in the Billing Cycle. We add the Finance Charge for each feature to figure your total Finance Charge. As provided in Section 22 below, the actual Daily Periodic Rate used to calculate the Finance Charge may be less than the rate described in this Section 17. Refer to your billing statement for the actual Daily Periodic Rate applied to the Average Daily Balances.

**Determining your Average Daily Balance.** To get the "Average Daily Balance" for each feature, we take the beginning balance of that feature each day, and add any new purchases, charges or fees and subtract any payments or credits applicable to that feature on that day. This gives us the daily balance for each feature. For our calculations, we treat any credit balances that may apply to any feature on a given day as a \$0 balance. Then, for each feature, we add all the daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance" for each separate feature. Unpaid Finance Charges are added to the applicable feature on your Account at the end of each Billing Cycle, and unpaid Account Fees are added to the Regular Balance at the end of the Billing Cycle in which they are charged.

**Determining your Daily Periodic Rates for your Regular Balance.** The Daily Periodic Rate (and the corresponding Annual Percentage Rate) on your Account may vary from month to month. To determine the Daily Periodic Rate applicable to your Regular Balance for a Billing Cycle, we start with the "Prime Rate" of interest published in The Wall Street Journal on the first day of the Billing Cycle.

If the Prime Rate is less than 6%, then the Daily Periodic Rate for the Billing Cycle will be .04116% (ANNUAL PERCENTAGE RATE 15.3%). If the Prime Rate is 6% or greater, then we add 9.9% to the Prime Rate and divide the sum by 360 to determine the Daily Periodic Rate for the Billing Cycle. The ANNUAL PERCENTAGE RATE will not exceed 25.9% (Daily Periodic Rate .07193%).

**Determining your Daily Periodic Rate for your Promotional Balances.** The Daily Periodic Rate applicable to Promotional Balances shall be the same as the Daily Periodic Rate applicable to your Regular Balance, unless the specific terms of the Promotion provide otherwise.

**Default Rates.** The Daily Periodic Rate and corresponding Annual Percentage Rate will change if you fail to make your required Minimum Payment on time for three consecutive Billing Cycles. In such circumstance, the Daily Periodic Rate on Regular Balances will be increased to a variable default rate (the "Default Rate"). We calculate the Default Rate on Regular Balances by adding 16.9% to the Prime Rate and dividing the sum by 360 to determine the Daily Periodic Rate for the Billing Cycle. The ANNUAL PERCENTAGE RATE for the Default Rate on Regular Balances will not be less than 22.9% (Daily Periodic Rate .06360%) or greater than 25.9% (Daily Periodic Rate .07193%). The variable default rate may take effect as soon as the first day of the Billing Cycle in which you fail to make your required Minimum Payment on time for the third consecutive Billing Cycle.

If you are in default under this Credit Agreement, you may no longer qualify for any reduced Finance Charge rate applicable to Promotional Balances and you agree that, at our option, the Daily Periodic Rate applicable to such Promotional Balances may be increased to a Daily Periodic Rate not to exceed the Daily Periodic Rate then applicable to Regular Balances (which may be the Default Rate).

**Changes in Rates.** If the Prime Rate increases, the Daily Periodic Rate and corresponding Annual Percentage Rate may increase beginning in your next Billing Cycle. Any increase in the Daily Periodic Rate and corresponding Annual Percentage Rate will apply to new purchases as well as existing Balances. An increase in the Prime Rate may result in higher Finance Charges and minimum monthly payments on the Account. We reserve the right to select an alternative index if the Prime Rate is not available.

**Minimum Finance Charge.** There is a minimum Finance Charge of \$1.00 for any Billing Cycle in which a Finance Charge is assessed.

**18. Account Fees.** We may charge you, and you agree to pay, to the extent allowed by law, the following additional fees: (a) Late Fees – if your Minimum Payment is not received by the Payment Due Date shown on your billing statement, we may impose and you agree to pay a late payment fee of up to \$25; (b) Returned Payment Fee – if any check you send us (or any electronic payment instruction you give us) in payment of amounts you owe on the Account is returned unpaid, for any reason, we may impose and you agree to pay us a Returned Payment Fee of up to \$35; and (c) Collection Expense – to the extent permitted by applicable law, you agree to pay for any expenses incurred in protecting or enforcing our rights under this Agreement, including, without limitation, reasonable attorney's fees and legal expenses and all other expenses and costs incurred in collecting the amounts due under this Agreement.

**19. Special Promotions.** From time to time, we may offer special financing terms such as special interest rates or deferred payment options, which are referred to as Promotional Purchases in this Agreement. Some of these promotions include, but are not limited to, the following: (a) Deferred Payment with Finance Charges – your first payment is deferred for a specified time period, Finance Charges will be assessed for the deferred period and insurance premiums, if applicable, must be paid as billed; (b) Deferred Payment with No Finance Charges – your first payment is deferred for a specified time period and no Finance Charges will be assessed for the deferred period, however, insurance premiums, if applicable, must be paid as billed; (c) Same as Cash with No Minimum Payment – if during a specified time period you pay in full the amount of your Purchase made under this promotion, plus any applicable insurance premiums, no Finance Charges will be assessed on that Purchase; however, if full payment for the amount of the Purchase, plus any applicable insurance premiums, is not made within the specified time period, Finance Charges will be assessed from the date of Purchase; (d) Same as Cash with Minimum Monthly Payment – if during a specified time period you pay all of your minimum monthly payments (including minimum monthly payments on the Purchase) each month and pay in full the amount of your Purchase made under this promotion, plus any applicable insurance premiums, no Finance Charges will be assessed on that Purchase; however, if full payment for the amount of the Purchase, plus any applicable minimum monthly payments and insurance premiums is not made within this time period, Finance Charges will be assessed from the date of Purchase; and (e) Finance Charge Free with Minimum Payment – you will not be assessed any Finance Charges on your Purchase for a specified time period; during this "finance charge free period" you must still pay a minimum monthly payment on this purchase, plus any applicable insurance premiums.

Terms of a promotion will be disclosed in your billing statement, in a change-in-terms notice or by participating merchants, as appropriate and in accordance with applicable law. Each Purchase you make during special promotions will be separately identified on your billing statement. Promotional Balances will become subject to the terms and conditions of Regular Purchases upon the expiration of any deferred or specified time period applicable to the promotion. If you default under this Agreement, we may terminate the promotional terms (including deferral of any monthly minimum payments and/or accrual of finance charges), immediately and without any notice to you, except to the extent that special terms for default are established expressly as part of the promotional offer, in which case those special terms will apply. The provisions of this Agreement apply to any promotions unless otherwise provided in the terms of the promotion or in this Agreement.

**DEFAULT.**

**20. Default.** You will be in default and we may, without notifying you in advance, close the Account, cancel all Cards issued on it, if any, and demand immediate payment of your entire Balance if any of the following occurs: (a) you fail to make a Payment when it is due; (b) you do not follow the terms of this Agreement in any way; (c) you have made any false or misleading statement on the application for the Account; (d) you become insolvent or die; (e) there is an attachment, execution or levy against you or your property; (f) you make an assignment for the benefit of creditors; (g) a bankruptcy petition is filed by or against you; (h) a guardian, conservator, receiver, custodian or trustee is appointed for you; (i) you are generally not paying your debts as they become due; (j) there has been an adverse change in your credit standing; or (k) if you are a corporation, partnership, limited liability company, association or other duly organized business entity and you are dissolved, liquidated, terminated, merged (and not the surviving business entity) or otherwise fail to maintain good standing in all states in which you do business. If you are in default and fail to pay any amounts you owe on your Account, you will be liable for our costs of collection and, if we refer collection of the Account to a lawyer not under our employ, or have to determine the non-dischargeability of the Account debt in a bankruptcy court, you will pay our reasonable attorneys' fees plus court costs and all other fees as allowed by law.

**OUR RIGHTS AND WHAT THEY MEAN TO YOU.**

**21. Waivers, Delay in Enforcement.** Our waiver of, or our delay of failure in enforcing, any of our rights and remedies under this Agreement or applicable law shall have no effect on our right to do so in the future.

**22. Account Fee and Finance Charge Amounts; Reallocations of Payments.** We may elect to impose and collect any or all of the Account Fees described in Section 18 above in our sole discretion. Our election not to impose or our waiver of or failure to pursue collection of any of these Account Fees (or the maximum amount of such Account Fees stated above) shall not constitute a waiver of the right to collect such Account Fees (or up to the maximum amount of such Account Fees) in the future. The actual amount of the Account Fees we charge to you (up to the maximum amounts stated above), as well as the Daily and Annual Periodic Rate we utilize to calculate Finance Charges (up to the maximum amounts stated above) may be affected by your location. Both you and we intend to conform strictly to applicable usury and other laws as in effect and applicable from time to time. To the extent that Account Fees or Finance Charges collected hereunder are ever determined to have exceeded the amount allowed by applicable law, the amount of any such excess Account Fees or Finance Charges shall be reallocated as of the date so collected to reduce outstanding Regular Balances and Promotional Balances in the order provided herein, or, if your Account has been paid in full, refunded to you.

**23. Exchange or Release of Account Information.** You authorize us, and our affiliates and subsidiaries to (a) obtain information deemed necessary concerning the granting, maintaining and collection of the Account, including, without limitation, the obtaining of commercial and consumer credit bureau and other reports (including, without limitation, consumer reports) concerning your credit experience (and that of your owners, officers or other related parties) and other information from credit reporting agencies, creditors, any department of motor vehicles or similar state agency, your employer (past, present, and future) and other persons (and all such entities may release and/or verify such information to us or our affiliates and subsidiaries any time without notification to you or without your consent); (b) release Account information to comply with any served subpoena, summons or order issued by any state or federal agency or court; (c) share application and Account credit experience with credit reporting agencies and other creditors who we reasonably believe to be doing business with you; (d) provide information about your application, the Account and you to our authorized servicing agent for your Account, our authorized dealers, our participating merchants, and our affiliated entities; and (e) provide application and Account credit experience information to any third party who we reasonably believe to be conducting an inquiry according to the Federal Fair Credit Reporting Act or any similar state law.

**24. Changes in Terms of your Account.** We can change any terms of the Account at any time. We will provide you with notice as required by law by mailing a notice to you at the latest address shown in our records. Any changes will apply to the current balance of the Account as well as to future balances, or any portion thereof, as we may inform you. You may choose to decline a change by sending us a notice closing the Account within 15 days of receipt of our notice and repaying any outstanding balance according to the old terms.

Such notice shall be deemed an election by you to terminate the Account and you will not be able to make any further Purchases. Your failure to send us this notice within 15 days or use of the Card after the effective date of any such change will constitute your agreement to the change.

**25. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect and be unaffected by such holding or determination.

**26. Entire Agreement.** This Agreement embodies the entire agreement and understanding between us and supersedes all other agreements, statements and understandings relating to the Account and the terms of its use, unless otherwise expressly stated herein.

**27. Cancellation.** You may cancel your Account at any time by notifying us in writing at the address on your billing statement and, where applicable, destroying all Cards issued on your Account. Even after your Account is closed, you will remain responsible for paying any amounts you owe on the Account according to the terms of this Agreement. If this is a joint Account, either of you may request that the Account be closed and we will honor that request without us having any liability to either of you. We can suspend your Account privileges or cancel the Account at any time, with or without cause or notice, including, without limitation, if we determine that your Account is not primarily used for agricultural, construction or other commercial purposes.

**28. Headings.** The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.

**29. Reevaluation of Credit.** We may reinvestigate any information you provided on your credit application at any time, and in the course of doing so, we may ask you for additional information, request credit bureau reports or otherwise verify your current credit standing.

**30. Licenses.** CNH Capital America LLC holds, among others, the following licenses: (i) California Finance Lender's License Number 603-2327 (for information, contact the Department of Corporations, State of California); (ii) Rhode Island Lender License (for information, contact the Department of Business Regulation, State of Rhode Island); and (iii) South Dakota Money Lending License Number 2075 (for information, contact the Department of Commerce & Regulation, Division of Banking, State of South Dakota).

**31. Governing Law; Jury Trial; Waiver.**

YOU ACKNOWLEDGE THAT OUR DECISION TO APPROVE THE ESTABLISHMENT OF THE ACCOUNT, AS WELL AS ALL ADMINISTRATION OF THE ACCOUNT BY US, OCCURS IN THE STATE OF WISCONSIN. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT OR PROCEEDING RELATING TO THIS ACCOUNT AND AGREE THAT THIS CREDIT AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL WITHOUT A JURY.

**32. Assignment.** We may, from time to time, whether before or after any discontinuance of this Agreement, assign or transfer the Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein to a participating merchant or other natural or legal person; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, the Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein shall be and remain subject to this Agreement, and each and every immediate and successive assignee or transferee of this Account and/or our rights to payment for all or any portion of the balances in the Account or any interest therein shall, to the extent of the interest of such assignee or transferee therein, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were us.

**33. Legal Matters.** For California Residents Only: This Agreement is made pursuant to Section 22450 of Article 5, Open-End Loan Programs, of Chapter 2, Consumer Loans, of the California Finance Lenders Law if your available credit limit is less than \$5,000, or pursuant to Section 22650 of Article 4, Open-End Credit Programs, of Chapter 3, Commercial Loans, of the California Finance Lenders Law if your available credit limit is equal to or more than \$5,000.

For Maryland Residents Only: This Agreement is made pursuant to Subtitle 9 of Title 12 of the Maryland Commercial Law Article for Creditor Grantor Revolving Credit Provisions.

For Michigan Residents Only: Billing Rights Summary: 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 us at the address shown on your bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information: (a) your name and account number; (b) the dollar amount of the suspected error; and (c) 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. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount in question.

Annual percentage rate (APR) for purchases	Other APRs	Variable rate information	Grace period	Method of computing the balance	Annual fees	Minimum finance charge	Late payment fee
18.15% Prime + 9.9% with a minimum of 15.9%.	25.15% default APR. Prime plus 16.9%*	Your APR may vary. Prime rate as published in The Wall Street Journal. (See Section 17 to derive the variable annual percentage rate).	Not less than 25 days	Average Daily Balance (including new purchases)	None	\$1.00	Up to \$25

\* The default APR applies if you fail to make your required minimum payment on time for three consecutive billing cycles. We also may terminate a promotional APR if you are in default under your Credit Agreement.

The information about the cost of the Account described in this table is accurate as of 3-15-2007. For most current information call 800-357-1837.

© 2005 CNH America LLC All rights reserved  
Case and Case IH are registered trademarks of CNH America LLC