

ORDINANCE NO. 2014- 3730

**AN ORDINANCE TO AUTHORIZE THE EXPENDITURE AND DIRECT THE SAFETY SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH BUCK AND KNOBBY EQUIPMENT FOR THE PURCHASE OF A FRONT END LOADER IN AN AMOUNT NOT TO EXCEED \$118,178.22 AND DECLARING AN EMERGENCY.**

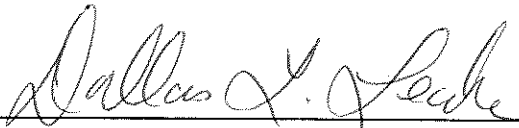
**BE IT ORDAINED BY THE COUNCIL, CITY OF FREMONT, STATE OF OHIO:**

**SECTION 1.** The Fremont City Council hereby authorizes the expenditure and directs the Safety Service Director to enter into a contract (attached as Exhibit A) with Buck and Knobby Equipment for the purchase of a front end loader in an amount not to exceed \$118,178.22.

**SECTION 2.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

**SECTION 3.** The immediate operation of the provisions of this ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Fremont. Said emergency being the need to proceed with the purchase in an expeditious manner.

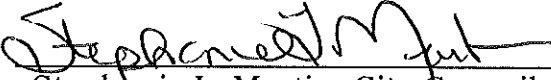
This ordinance, provided it receives a two-thirds yea or nay vote of all the members elected to the Fremont City Council, is hereby declared to be an emergency measure and this ordinance shall be in full force and effect from and after its passage by the Council of the City of Fremont, approval by the Mayor, and publication and posting as required by law.

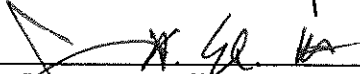
  
\_\_\_\_\_  
Dallas L. Leake  
President of Council

PASSED: 8-7-14

Effective date: 8-7-14

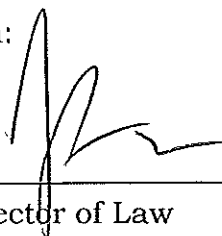
YEAS: 7 NAYS: 0

  
\_\_\_\_\_  
Stephanie L. Martin, City Council Clerk

  
\_\_\_\_\_  
James H. Ellis III, Mayor

ORD1881

Approved as to form:

A handwritten signature in black ink, appearing to read 'J. Melle', written over a horizontal line.

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James F. Melle, Director of Law  
City of Fremont, Ohio



JOHN DEERE

**Buck & Knobby Equipment**  
 6220 Sterns Road, Ottawa Lake MI 49267  
 Fax 734-856-2709 Phone: 734-856-2811

MAY 23, 2014

CITY OF FREMONT, OHIO

Purchase From State Bid Contract

One (1) New 2014 Deere Model 344K Wheel Loader  
 Equipped As Follows:

06R0T	344K Base Machine	\$134,990.00
0914	Deere IT4 Diesel Engine	6,314.00
2840	Three Function Hydraulics	3,159.00
3010	Ride Control	3,588.00
4367	17.5R-25 Michelin Radial Tires	11,403.00
8422	Cab W/Air Conditioning	5,231.00
8594	Coupler W/2 Cu Yd Bucket	8,681.00
9200	Coupler Fork Frame W/47" Forks	3,186.00
	Sub-Total	\$176,552.00
	Less 31.50% State Bid Discount	<u>-55,614.00</u>
	SELLING PRICE	\$120,938.00
	Extended Warranty	1,352.00
	Strobe Light	560.00
	Safety Hook	<u>600.00</u>
	TOTAL	\$123,450.00
Less Trade-In:	Deere 544C W/2 Buckets	<u>-13,550.00</u>
	TRADE PRICE	\$109,900.00

Subject To Price Change  
 Extended Warranty : 60 Months Or 4000 Hours  
 Power Train & Hydraulics

Submitted By: Richard A Leonard  
 Richard A Leonard  
 Sales Representative

## 344K FOUR WHEEL DRIVE LOADER

### Equipment for Base Machine

#### 344K Standard Equipment

##### ENGINE:

John Deere PowerTech E 4.5 L  
98 SAE Net Horsepower (73 kW)  
Isolation Mounted with  
Meets EPA Interim Tier 4 and  
EU Stage III B Emissions  
Turbocharger provides Spark  
Arresting  
Engine Coolant -34 Degree  
F (-37 Degree C)  
Spin-On Engine Oil and Fuel  
Filters  
Fuel/Water Separator with  
Primer Pump  
Dual Safety Element Dry-Type  
Air Cleaner with Dust  
Evacuator Valve and  
Prescreener  
Muffler, Under Hood, with  
Vertical Curved End Exhaust  
Stack  
Automatic Glow Plugs for Cold  
Start

Environmental Drain Valve

##### COOLING:

Integral Engine Oil Cooler  
Hydraulic Oil Cooler (Oil to  
Air)

Transmission Oil Cooler (Oil  
to Air)  
Inter Cooler (Air to Air)  
Coolant Recovery Tank  
Antifreeze, -34F (-37 C)  
Proportionally Controlled,  
Hydraulically Driven Fan  
Enclosed Safety Fan Guard  
(Conforms to SAE J1308)

##### ELECTRICAL:

12 Volt System  
90 Amp Alternator  
(2) Batteries with 1700 CCA  
Master Disconnect  
Bolt-Down and Blade-Type  
Multi-Fused Circuits  
Electrical Load Center In  
Operator Station  
Bypass Start Safety Cover on  
Starter  
Positive Terminal Battery  
Covers  
Lights (Conforms to SAE J99):  
(2) Driving / (2) Front  
Working Halogen Lights  
(2) Rear Working Halogen  
Lights  
(2) Front and (2) Rear  
Turn/Flashing  
(2) Rear Stop Lights  
(2) Rear Reflectors  
Reverse Warning Alarm  
(conforms to SAE J994, J1446)

##### HYDRAULIC SYSTEM:

Joystick FNR Control with Third  
Function Control Lever with  
Detent

25 GPM (93.7 L/Min) Engine  
Mounted Gear Pump - Open Center  
Combined Hydrostatic/Hydraulic  
Oil Reservoir with Sight Glass

##### TRANSMISSION:

Single Lever Shift Control,  
F-N-R and 2 Speed Ranges,  
Hydrostatic Transmission with  
Infinite Speed Control  
Inching Pedal  
Vertical Filter Element

##### AXLES:

Fixed Front Axle  
Rear Center Pivot Axle with 10  
Degree Oscillation Angle each  
side  
Heavy-Duty Outboard Planetary  
Final Drives  
Front Hydraulically Locking  
Differential and Rear  
Conventional Differential  
Axles

##### BRAKES:

Service Brakes, Hydraulically  
Actuated and Adjustment Free  
Park Brake;  
Automatic Spring-Applied,  
Hydraulic-Released Disk Type  
Mounted on Axle Driveshaft

##### STEERING:

Hydraulic Power Steering -  
Single Cylinder  
30 Degree Articulation Left  
and Right w/ Mechanical  
Actuated Rear Wheel Steer

##### OPERATOR'S STATION:

Modular Design ROPS/POPS Cab,  
Isolation Mounted  
(Conforms to SAE J1040, J231,  
ISO 3471, ISO 3449)  
Steel Roof  
Left and Right Side Access  
Slip-Resistant Steps and  
Ergonomically Located  
Handholds (Conforms to SAE  
J185)  
Tilt Steering Column and Front  
Console  
Steering Wheel with Spinner  
Seat, Deep Foam, Fabric,  
Mechanical Suspension for  
Weight/Height, Fore-Aft  
Adjustment, Backrest Tilts and  
Adjustable Arm  
Rests, 2 In. (51 mm) Seat Belt  
with Retractor (Conforms to SAE  
J386)

Electronic Monitor System with  
Audible and Visual  
Warning:  
Engine Oil Pressure  
Engine Pre-Heat  
HST Transmission Oil  
Temperature  
Gauges, Electric, Illuminated  
Engine Coolant Temperature

Fuel Gauge  
Speedometer  
Hourmeter

##### Indicator Lights:

Engine Air Filter  
Park Brake Actuated  
Forward-Reverse Travel  
I or II Speed Range  
Turn Signal and Hazard Lights  
High Beam Indicator  
Battery Voltage  
Floormat

Horn, Electric (Conforms to  
SAE J994, J1446)  
Key Start Switch with Electric  
Fuel Shut-Off  
Interior Mounted Rearview  
Convex Mirror (Conforms to  
SAE J985)  
Two Exterior Convex Mirrors  
(Conforms to SAE J985)  
Built-In Operator's Manual  
Storage Compartment and  
Manual

##### LOADER:

Less Bucket with Bucket Pins  
Z-Bar Linkage  
Automatic Boom Height Control  
Return to Dig Feature  
Bucket Level Indicator  
Boom Float  
Two Function Hydraulic Valve  
with Single Lever Pilot  
Operated Control  
Loader Boom Service Lock  
(Conforms to SAE J38)

##### OVERALL VEHICLE:

Articulation Locking Bar,  
Self-Storing  
(Conforms to SAE J276)  
Oscillating Frame Articulation  
Front and Rear Fenders  
Integral Loader Frame and  
Engine Frame Lift Eyes  
Integral Front Tie Down Eyes  
Rear Counterweight with  
Integral Drawbar with Pin  
Rear Bottom Guard  
Vandal Protection Locking for:  
Engine Enclosure  
Fuel Fill  
42 gal. (160 l) Fuel Tank with  
Integral Drain and Guard  
Environmental drain hose  
Reverse Warning Alarm  
(Conforms to SAE J994, J1446)  
Loader not approved for solid  
or foam tires.

City of Fremont - 344K Loader

Compound Period: Annual

Nominal Annual Rate: 3.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan	05/23/2014	109,900.00	1	
2	Payment	05/23/2014	19,696.37	6	Annual 05/23/2019

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/23/2014				109,900.00
1	05/23/2014	19,696.37	0.00	19,696.37	90,203.63
2014 Totals		19,696.37	0.00	19,696.37	
2	05/23/2015	19,696.37	2,706.11	16,990.26	73,213.37
2015 Totals		19,696.37	2,706.11	16,990.26	
3	05/23/2016	19,696.37	2,196.40	17,499.97	55,713.40
2016 Totals		19,696.37	2,196.40	17,499.97	
4	05/23/2017	19,696.37	1,671.40	18,024.97	37,688.43
2017 Totals		19,696.37	1,671.40	18,024.97	
5	05/23/2018	19,696.37	1,130.65	18,565.72	19,122.71
2018 Totals		19,696.37	1,130.65	18,565.72	
6	05/23/2019	19,696.37	573.66	19,122.71	0.00
2019 Totals		19,696.37	573.66	19,122.71	
Grand Totals		118,178.22	8,278.22	109,900.00	



**JOHN DEERE  
CREDIT**

**Master Lease-Purchase Agreement**

Agreement No. \_\_\_\_\_

**Lessee:**

**Lessor:**

**DEERE CREDIT, INC.**  
6400 NW 86<sup>th</sup> ST, PO BOX 6800, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

**TERMS AND CONDITIONS**

**1. Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

**2. Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

**3. Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns and reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

**4. Security Interest; Missing Information.** You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

**5. Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1)

laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

**6. Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**7. Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

**8. Return of Equipment.** If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

**9. Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

**10. Remedies.** If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

**ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT**

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**11. Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

**12. Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

**13. Indemnity.** You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

**14. Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

**15. Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

<b>LESSEE</b>	
By: _____	
Date: _____	Fed. Tax ID # _____

<b>LESSOR</b>	
DEERE CREDIT, INC. 8400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600	
By: _____	
Title: _____	Date: _____