

**USE THE  
YARD CARD PLUS  
FOR ALL OF YOUR  
LAWN & GARDEN  
NEEDS!**

**LAWN MOWERS  
GARDEN TRACTORS  
SNOW BLOWERS  
EDGERS  
TRIMMERS  
UTILITY VEHICLES  
EQUIPMENT  
PARTS  
SERVICES  
AND MORE...**

**APPLY  
TODAY!**

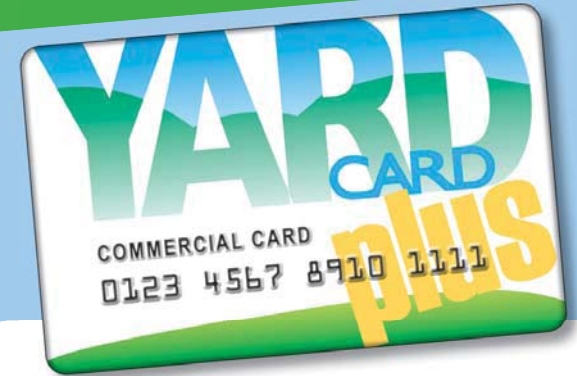
**YARD CARD PLUS**  
PO BOX 731  
MAHWAH, NJ 07430

FROM \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY 904C (08110) \_\_\_\_\_  
STATE \_\_\_\_\_  
ZIP CODE \_\_\_\_\_

PLACE  
STAMP  
HERE

**YARD CARD PLUS**

commercial credit application



**No  
Annual Fee**

**Quick  
Credit Decisions**

**Preferred  
Customer Status**

**Low  
Monthly Payments**

**APPLY NOW.  
BUY NOW.**

\*Subject to credit approval.

COMMERCIAL CREDIT CARD ACCOUNT APPLICATION

APPLICATION MUST BE SIGNED. Please print in CAPITAL LETTERS and avoid contact with the lines: SMITH
ONCE APPLICATION IS COMPLETED, SIGNED AND DATED, PLEASE FAX TO (800) 627-6386 FOR PROCESSING.

BUSINESS INFORMATION - BANK AND TRADE REFERENCES REQUIRED FOR ALL BUSINESS TYPES

COM(1109)

Legal Business Name FEIN # or Taxpayer ID #

DBA/Tradename (If One Exists) Business Street Address (No P.O. Boxes)

City State Zip

Business Phone No. Business Fax No. Principle Name/Title Billing Contact Phone No.

Billing Street Address (If Different Than Business Street Address) City State Zip Code

Department Name/Attention To: (If Applicable) E-mail Address Business Type

Business Checking Account Number Business Bank Name Bank Contact Bank Contact Phone No.

Trade Reference Contact Trade Reference Phone No. Trade Reference Contact Trade Reference Phone No.

State of Organization (If Applicable) Type of Organization Jurisdiction of Organization

Organizational ID # (If Any) Year Established No. of Employees Annual Net Sales

Is your business involved in internet gambling? Yes No Is your business internet based? Yes No

BUSINESS OWNERS/GUARANTORS INFORMATION A person owning 20% or more of the Business Borrower must sign below and as guarantor.

By signing below, you certify that you have full authority to act on behalf of the Borrower and that all of the information in the Application is true and correct in all respects. You understand that the making of a false statement or material omission intended to conceal a pertinent fact by an applicant may be a crime requiring referral to appropriate law enforcement authorities.

If we approve the Application, you acknowledge that (1) you have read the entire application and the attached Commercial Revolving Credit Agreement and (2) the taking of an advance on the Credit Card account will constitute acceptance by the Business Borrower of the terms of the Commercial Revolving Credit Agreement without further signature, and Borrower's promise to repay all advances made under the terms of the Agreement.

Printed Name Signature % of Ownership Date

PERSONAL GUARANTY REQUIRED

The person signing below is an owner of or otherwise affiliated with the Borrower. By signing below, you authorize the Bank to obtain credit information from any source (including but not limited to consumer reports from consumer reporting agencies) about you individually in connection with the Application and the administration of any credit facility that may be granted as a result of the Application, to the extent not prohibited by law.

The Guarantor unconditionally guarantees and promises to pay all present and future obligations of the Borrower to the Bank ("Obligations"), including without limitation all Obligations arising under or in connection with the Agreement and any other credit agreements between Borrower and the Bank (together with all related document's "Documents").

The Guarantor accepts and agrees to be bound by the Documents. The Guarantor waives any right to receive a separate copy of the documents including account status, balance, credit limit, available credit, the Application and the Agreement. The Bank may amend, modify, or extend the Agreement and grant any other indulgences to the Borrower without releasing or modifying the obligations of the Guarantor.

No modification or waiver or any provision of this Guaranty will be effective unless in writing signed by the Bank. This Guaranty shall inure to the benefit of any subsequent holder of the Documents, is intended to take effect as an instrument under seal and shall be governed by the laws of the state which govern the Documents.

Guarantor (Last Name) First Name Sr, Jr, Other

Social Security No. Date of Birth Home Phone No. Guarantor Street Address (No P.O. Boxes)

City State Zip Code Residence: Own/Buy Rent Other Time at Residence Years Months

Printed Name of Guarantor Signature of Personal Guarantor Date

NAMES OF AUTHORIZED USERS REQUIRED FOR ALL BUSINESS TYPES You are responsible for all sales made by authorized users on the account.

STORE USE ONLY Identification requires 2 forms of ID.

Associate # Dealer Name

Dealer Fax No. Dealer Phone No. Sale Amount \$ Plan No.

I.D. # 1 Government Issued Photo ID Type: Drivers Lic Other ID# State Exp. Date SIGNATURE MATCH PHOTO MATCH

I.D. # 2 Credit Card Type: MC VISA DISCOVER OTHER Exp. Date Appl. Approval Code SIGNATURE MATCH PHOTO MATCH (if applicable)

Store # Credit Limit New Account Number

I.D. Verified By: Signature/Initials

**Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all Financial Institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## INTEREST RATES AND FEES

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>28.99%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When It Applies</b>	<b>29.99%</b> This APR will vary with the market based on the Prime Rate. This APR may be applied to your Account if a minimum payment is more than 60 days past due. <b>How Long Will the Penalty APR apply?</b> If your APR is increased for this reason, the Penalty APR will apply until you make six consecutive monthly minimum payments when due.
<b>Paying Interest</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on Convenience Checks on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.00.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>
<b>Fees</b>	
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>Convenience Check Fee</li> <li>Promotional Fee</li> </ul>	Either <b>\$10</b> or <b>3%</b> , whichever is greater, of the amount of each check used. Up to <b>\$175</b>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Late Fee</li> <li>Returned Payment Fee</li> </ul>	<b>\$29</b> if balance is less than <b>\$500</b> ; <b>\$39</b> if balance is <b>\$500</b> or greater <b>\$29</b>

The information about the costs of the credit card described in this Application is accurate as of August 2010 when it was printed. This information may have changed after that date. To find out what may have changed, call us at 1-866-702-4074 or write to us at: P.O. Box 731 Mahwah, New Jersey 07430.

**How We Will Calculate Your Balance:** We will use a method called "Average Daily Balance (including new transactions)". See section 1 of your Cardholder Agreement for more detail.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

### Margins:

25.74% will be added to the Index for the APR for Purchases  
25.74% will be added to the Index for the APR for Convenience Checks  
26.74% will be added to the Index for the Penalty APR

### Index:

The Index (US Prime Rate) is currently 3.25% as of 08/01/2010

The corresponding **DAILY PERIODIC RATES ("DAILY PERIODIC RATES")** ARE:

.079424% for APR for Purchases  
.079424% for APR for Convenience Checks  
.082164% for Penalty APR

## COMMERCIAL REVOLVING CREDIT AGREEMENT

"You" and "your" means the Business Borrower. If approved, your credit card will be issued by TD Bank N.A. the ("Bank"). If a credit card is issued, you will be provided with your initial credit limit at the time you receive your credit card. You understand that the Bank may change your credit limit from time to time, either at your request (if the Bank approves your request) or at the Bank's initiative. The Bank has the right to cancel or limit the credit to be extended to you at any time without prior notice. You agree to pay for all purchases made by you and/or others as authorized by you.

**1. Interest Charge:** You understand that you will not have to pay a periodic **INTEREST CHARGE** on any purchases during a billing period that you pay the new balance by the payment due date shown on your current Statement, which shall not be less than 25 days after the close of the billing cycle. Otherwise, you understand and agree that interest charges will accrue from the date of the transaction (or, at the Bank's option, from the date they are posted to your Account) and will continue to accrue until the transaction is paid in full, unless otherwise provided under a Promotional Offer as explained in section 8 below. For Convenience Checks, interest will begin to accrue on the transaction date. The Bank will use the AVERAGE DAILY BALANCE method to compute the interest charge. The interest

charge on your Account is figured by applying each applicable daily periodic rate to the average daily balance of the outstanding transactions (including current transactions) that are subject to that daily periodic rate. To get the average daily balance for each type of transaction subject to a particular rate, the Bank takes the beginning balance of such transactions each day and adds any new transactions subject to the same rate and unpaid interest charges and subtracts any payments or credits. This gives the Bank the DAILY BALANCE. Then the Bank adds together all the daily balances subject to the same rate for the billing cycle and this total is divided by the number of days in the billing cycle. This gives the Bank the average daily balance for each type of transaction. There is a minimum monthly interest charge of \$2.00.

### 2. Annual Percentage Rates:

**a. Annual Percentage Rates:** *Annual Percentage Rate* or *APR* means the annual rate of interest charged on Account balances, without taking into account transaction fees (such as Convenience Check transaction fees). The Annual Percentage Rate ("APR") for Purchases is in the table of Interest Rates and Interest Charges that is part of this Agreement. To get the Daily Periodic Rate the Bank divides the applicable APR by 365 (366 for leap year). The Bank may charge different APRs on different Account transactions, subject to applicable laws.

**b. Variable Rates.** The APRs that apply to your Account are subject to change each billing cycle with changes to the Index, and when the index increases, the APRs may increase. The Index ("Index") is the Prime Rate (U.S.) published in the Money Rates section of *The Wall Street Journal*. The APRs will be adjusted each billing cycle by adding a margin to the Index. Any change in the APRs will take effect on the first day of the billing cycle after a change to the Index occurs. When a range of rates has been published on the day the Bank calculates the APR, the highest of the rates will be used. Please see the table of Interest Rates and Interest Charges for information. Margins are listed below the table of Interest Rates and Interest Charges. The APR for Purchases will never be less than 28.99%.

**c. Penalty APR.** If any required minimum payment is 60 days past due, the Bank may, at its discretion, send notice that it will increase the APR on all new and existing balances on the Account, up to the maximum penalty APR stated in the table of Interest Rates and Interest Charges. The Penalty APR will be adjusted each billing cycle by adding a margin to the Index. Please see the table of Interest Rates and Interest Charges for more information about margins. If the Index changes, your penalty APR will change and may increase. The Bank may impose the penalty APR under the circumstances described above, without losing any of its rights under this Agreement or under applicable law. The penalty APR will never be less than 29.99%.

**3. Minimum Payment Due:** You agree to pay a minimum payment, which is the greater of \$25 or 3.5% of the new balance, plus any applicable fees and charges as of your Statement closing date. If your Account includes balances arising from more than one transaction, the "minimum payment due" will be the sum of the amounts calculated for each transaction as stated above, plus any amounts past due and any other fees and charges. Your minimum payment due may increase if the APR in effect on your Account increases due to an adjustment in the Prime Rate or if the Penalty APR is in effect. Your minimum payment will include balances under Promotional Offers as further described in the "Promotional Offer" section of this Agreement.

If your new balance is less than \$25, your minimum payment will equal your new balance. Credits, adjustments, refunds, prepayments, and similar Account transactions may not be

used in place of payment of any portion of a required minimum payment. If you pay more than the minimum payment due in one billing cycle, you will not be excused from paying the minimum payment due in the next billing cycle.

**4. Late Fee:** If the Minimum Payment Due is not received by the Payment Due Date on the statement the Bank will charge you a late fee of \$29 if your outstanding account balance is less than \$500.00 or \$39 if your outstanding account balance is greater than or equal to \$500.00. You understand and agree that at the Bank's option, such late fee will be immediately due and payable.

**5. Returned Payment Fee:** If you pay with a check and your check is returned to the Bank by your financial institution unpaid or dishonored, the Bank may charge you a fee of \$29.00.

**6. Convenience Checks:** The Bank may agree to provide you with Convenience Checks for your use from time to time, in the Bank's sole discretion, after the Account is opened. Each Convenience Check must be in the form the Bank issues, and must be used according to the instructions the Bank gives you. You may use a Convenience Check, which is a special check that the Bank may provide you from time to time, in its sole discretion, to access your Account. The Bank may refuse to process Convenience Checks received after any applicable expiration date printed on them. The Bank will not return paid Convenience Checks to you. Convenience Checks may not be used to pay any amount owed to the Bank under this Agreement or any other agreement you or any Authorized User may have with the Bank, now or in the future. The Bank will not certify any Convenience Checks. You may not post-date any Convenience Check. You agree that the Bank may refuse to process a post-dated Convenience Check, or process it before the date on the check, in the Bank's sole discretion.

**Convenience Check Transaction Fee:** There is a fee equal to 3% of the check amount for each check used with a minimum of \$10, whichever is greater. This fee is effective upon the use of any Convenience Check. You understand and agree that at the Bank's option, this fee will be immediately due and payable.

**7. Statements; Crediting of Payments:** The Bank will send a billing statement to your address on the Bank's records each month if required by federal law. Each minimum payment is due on the Payment Due date shown on the billing statement (which will be at least 25 days after the "Statement Closing Date"). Subject to applicable law, the Bank reserves the right to apply payments to your account in any manner the Bank may choose in its sole discretion. Payments are to be sent to the address designated on the billing statement. Payments received at such address with the return portion of the billing statement by 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the day of receipt. Payments received after 5:00 PM Eastern Time Monday through Friday (excluding bank holidays) will be credited on the next business day. Credit for payments not received in U.S. dollars, not made in the envelope provided with the billing statement and accompanied by the payment stub which is part of the billing statement, and/or received at the address for payments designated on the billing statement may be delayed up to five (5) calendar days. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. If you want to pay with a check that has "payment in full" or some other special notation or instruction on it or with it, you agree to send the payment (including the special notations or instructions) to the Bank at the following address: P.O. Box 731 Mahwah, New Jersey 07430. If you send any such payment to any other address, the Bank may ignore the special notations or instructions, and the Bank's crediting any such check or other instrument to amounts you

owe under this Agreement does not mean that the Bank has agreed to the special notations or instructions. **YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT DUE. YOU ALSO MAY AT ANY TIME PAY THE FULL UNPAID BALANCE OF YOUR ACCOUNT WITHOUT INCURRING ADDITIONAL CHARGES.**

**8. Promotional Offers:** Notwithstanding any other provisions of this Agreement, the Bank may occasionally, at its option, make Promotional Offers. Specific terms of a particular purchase made under a Promotional Offer may be supplemented by the terms set forth on my sales slip at the time of my purchase. Purchases made under Promotional Offers will be shown separately on your billing statement.

You must pay at least the "Minimum Payment Due", if any, (which will include any applicable Minimum Payment Due, plus fees and charges) shown on your billing statement while any Promotional Offer is applicable. You understand and agree that if you fail to pay one (1) Minimum Payment Due on your Account by the Due Date on your statement, the Bank will terminate the Promotional Offer. Upon termination of a Promotional Offer, the APR will be the **Standard APR**. Balances under any Promotional Offer may be combined, at the Bank's option, with balances under your standard terms upon the expiration of any deferred or specified time period applicable to a Promotional Offer. If you default under this Agreement, the Bank may increase the **APR** and/or revoke its consent to the deferral of any Minimum Payments Due and/or accrual of Interest Charges, immediately and without any notice. See section 9 below for details. If you use your account with a Promotional Offer, you acknowledge and agree that the terms of the Promotional Offer will modify and become part of this Agreement and all other terms and conditions will apply. The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer.

**9. Default:** It is further understood that this Agreement and all sales arising hereunder shall be owned by the Bank. Upon default in any payment, the entire balance shall be due and payable at the option of the Bank together with collection fees and reasonable attorneys' fees to the extent permitted by law. If you fail to pay the Bank on time, or if you file bankruptcy, or if Bank believes the prospect of payment or ability to realize upon the collateral is significantly impaired, you will be in default and Bank can require immediate payment of the full balance; in addition to other rights and remedies the Bank has under the law and this agreement.

**10. Security Interest: You hereby give the Bank a security interest in any purchase including Internet, telephone, and mail order purchases made by you or any person you authorize to use the account, and the proceeds thereof, including insurance proceeds.** Additionally, you authorize the Bank to file any financing statements showing the Bank's security interest in the purchase and proceeds thereof without your signature, or in the event state law requires your signature, you agree to join in executing all necessary financing statements in a form satisfactory to the Bank, and further agree the Bank holds a purchase money security interest in all items purchased with your credit card. Any given purchase will remain as security for all purchases until such time as that purchase is completely paid for, and you agree that your payments will be deemed applied as stated in the Method of Payment section of this Agreement.

**11. Promotional Transaction Fee:** From time to time at the Bank's discretion, you may be offered a promotional transaction. For each promotional transaction, you may be charged a Promotional Transaction Fee up to the amount listed on the Interest Rates and Fees table. The amount of the Promotional Transaction Fee will vary based on the promotion offered and you will be disclosed the amount of the Promotional Transaction Fee prior to each purchase under such promotion. The Bank adds the fee to the balance for the related category as of the promotion transaction date.

**12. Entire Agreement:** You agree that this Agreement (as amended from time to time in writing) and the Application constitute the final expression of the agreement between you and the Bank and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between you and the Bank regarding your account. The retail store and its employees have no authority to change, add to or explain the terms of this Agreement except as expressly provided in this Agreement (with respect to Promotional Offers). For more information or questions, call 1-866-702-4074.

**13. Liability for Unauthorized Use:** If your credit card is lost or stolen or if you believe someone may have used your account without your permission, you must notify the Bank at once at P.O. Box 731 Mahwah NJ 07430 or verbally by calling 1-866-702-4074. You may be liable for the unauthorized use of your account. The Bank may terminate or limit access to your account if you have notified the Bank or the Bank has determined that your card may have been lost or stolen, or that there may be unauthorized access to your account. If we issue a **total of ten (10) or more cards** on your account for use by you and your Authorized Users, you will be liable for all unauthorized use of the cards and your account prior to our receipt of notification as described in this Section 13. If we issue **fewer than ten (10) cards** on your account, you may be liable for up to \$50 for any authorized use of the card(s) prior to our receipt of notice of loss, theft or unauthorized use, or such suspected use; however, you will not be liable for unauthorized charges resulting from such fraudulent use after our receipt of such notice, unless the fraudulent use occurs as a result of your lack of reasonable security precautions and controls surrounding the cards or accounts, or such use results in a benefit, directly or indirectly, to you or the Authorized User.

**14. Internet Gambling Notification:** You agree to use the Account only for lawful purposes, and you acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued there under are prohibited from being processed through your Account or any relationship between you and the Bank. In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction and further, we may deny services to you, close the Account or end the relationship. However, in the event that a charge or transaction described in this disclosure is approved and processed, you will still be liable for the charge.

**15. Authorization:** Telephone calls may be made to you using an automatic dialing-announcing device. Your telephone conversations with employees or agents of the Bank may be monitored and/or recorded for quality assurance purposes. Use of your account will signify your consent to such use of an automatic dialing announcing device, monitoring, and/or recording.

**16. Governing Law:** Applicable federal law and the substantive laws of the State of Delaware (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.

**17. Signature:** Your signature and address on the Application represents your signature and address on this Agreement.