

GE MONEY BANK BUSINESS REVOLVING CREDIT ACCOUNT AGREEMENT

The following is an initial disclosure statement. If you are approved for a Toro Business Revolving Credit account ("Account"), a complete agreement ("Agreement") governing your Account will be sent to you along with your credit card. The Account is issued by GE Money Bank ("Bank"). In this disclosure statement, "we", "us", and "our" means the Bank; "you" and "your" means all persons who we approve to use the Account; and "Card" means your Toro credit card. **You agree that you may use your Account or Card only for Purchases for commercial or business purposes, and not for personal, family or household purposes.**

TYPES OF ACCOUNTS You may be approved for a Toro Premiere Account or a Toro Select Account. You will be advised which type of Account you qualify for. The rate of periodic Finance Charge is different for each Account and the Select Account is not eligible for Special Payment Plans. The other terms contained in this Disclosure Statement applies to both types of Accounts.

PERIODIC FINANCE CHARGES.

- A. The total periodic Finance Charge imposed in a billing period ("Current Billing Period") is the total of (i) the daily periodic Finance Charges in the Current Billing Period, plus (ii) the total of the periodic Finance Charges in the previous billing period ("Previous Billing Period"). However, there will be no periodic Finance Charges imposed in the Current Billing Period (including new Purchases in the Previous Billing Period) if for each billing period you pay your New Balance including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period. In addition, there will be no periodic Finance Charges imposed in the Current Billing Period on any new Purchases in the Previous Billing Period if daily Finance Charges were imposed on those new Purchases in the Previous Billing Period.
- B. The periodic Finance Charge imposed in the Current Billing Period is determined by multiplying the Periodic Rate for the Current Billing Period times the Daily Balances in the Current Billing Period to determine the daily periodic Finance Charges, and adding together those daily periodic Finance Charges for each day in the Current Billing Period. The periodic Finance Charge imposed in the Current Billing Period on new Purchases for the Previous Billing Period is determined by multiplying the Periodic Rate for the Current Billing Period times the Daily Balances in the Previous Billing Period to determine the daily periodic Finance Charges, and adding together those daily periodic Finance Charges for each day in the Previous Billing Period. However, there is a minimum periodic **FINANCE CHARGE** of \$1 for a billing period in which a periodic Finance Charge is assessed.
- C. For Premiere Accounts, the periodic Finance Charges will be determined separately for charges incurred under any Special Payment Plan in accordance with the terms established for such Special Payment Plan. *You understand and acknowledge that this Account provides for the daily compounding of periodic Finance Charges.*

PERIODIC RATES

- A. The Periodic Rate for your Account is the Standard Rate, unless the Delinquency Rate applies as described below. The Standard Rate for Premiere Accounts for a billing period is the greater of (i) the Prime Rate plus 13.95%, times 1/365, or (ii) **.03547% (ANNUAL PERCENTAGE RATE 12.95%)**. The Standard Rate for Select Accounts for a billing period is the greater of (i) the Prime Rate plus 14.95%, times 1/365, or (ii) **.05191% (ANNUAL PERCENTAGE RATE 18.95%)**. The Standard Rate for both Accounts shall not exceed **.06780% (ANNUAL PERCENTAGE RATE 24.75%)**. The "Prime Rate" for a billing period is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section on the Calculation Day preceding the first day of the billing period. The "Calculation Day" is the 15th day (or the next business day if the 15th is not a business day) of each calendar month. As of November 16, 2006 the Standard Rate for Premiere Accounts was **.04643% (ANNUAL PERCENTAGE RATE 22.20%)**. As of November 16, 2006, the Standard Rate for Select Accounts was **.06287% (ANNUAL PERCENTAGE RATE 23.205%)**.
- B. When the Standard Rate applies, the Periodic Rate and corresponding Annual Percentage Rate may vary. If the Prime Rate increases, the Periodic Rate and corresponding Annual Percentage Rate may increase, and as a result the periodic Finance Charge, Minimum Payment and number of payments also may increase. Any change in the Periodic Rate will apply to your entire balance. We may select a new interest rate index if the Prime Rate is not available.

- C. If you do not make your required Minimum Payment within 1 month after the Payment Due Date, the Delinquency Rate (rather than the Standard Rate) will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period that begins after the Payment Due Date. The Delinquency Rate is a fixed rate of **.06780% (ANNUAL PERCENTAGE RATE 24.75 %)**. Once the Delinquency Rate applies, if you make any required Minimum Payment by the Payment Due Date in twelve consecutive billing periods, the next Statement you receive will reflect the Standard Rate (rather than the Delinquency Rate) which will apply to all existing balances on your Account and all new transactions beginning with the first day of the billing period reflected on that Statement.

BALANCE SUBJECT TO PERIODIC FINANCE CHARGE.

- A. **TO CALCULATE THE DAILY BALANCE IN THE CURRENT BILLING PERIOD, WE TAKE THE BEGINNING DAILY BALANCE IN YOUR ACCOUNT EACH DAY IN THE CURRENT BILLING PERIOD, ADD ANY NEW PURCHASES AND FEES ASSESSED THAT DAY. WE ALSO ADD OTHER DEBITS ASSESSED THAT DAY, AND SUBTRACT ANY PAYMENTS OR CREDITS ISSUED ON THAT DAY. WE THEN MULTIPLY THIS DAILY BALANCE BY THE PERIODIC RATE FOR THE CURRENT BILLING PERIOD AND ADD THE DAILY PERIODIC FINANCE CHARGE TO THE ENDING DAILY BALANCE TO DETERMINE THE BEGINNING DAILY BALANCE FOR THE NEXT DAY.**
- B. **TO CALCULATE THE DAILY BALANCE IN THE PREVIOUS BILLING PERIOD, WE TAKE THE BEGINNING DAILY BALANCE IN YOUR ACCOUNT EACH DAY IN THE PREVIOUS BILLING PERIOD, AND ADD ANY NEW PURCHASES THAT DAY. WE ALSO ADD OTHER DEBITS ASSESSED THAT DAY, AND SUBTRACT ANY PAYMENTS OR CREDITS ISSUED ON THAT DAY. WE THEN MULTIPLY THIS DAILY BALANCE BY THE PERIODIC RATE FOR THE CURRENT BILLING PERIOD AND ADD THE DAILY PERIODIC FINANCE CHARGE TO THE ENDING DAILY BALANCE TO DETERMINE THE BEGINNING DAILY BALANCE FOR THE NEXT DAY.**
- C. **ANY DAILY BALANCE OF LESS THAN ZERO WILL BE TREATED AS ZERO. PURCHASES ARE INCLUDED IN THE DAILY BALANCE OF YOUR ACCOUNT AS OF THE TRANSACTION DATE OR, AT OUR OPTION, AS OF THE DATE THE TRANSACTION IS POSTED TO YOUR ACCOUNT.**

WHEN PERIODIC FINANCE CHARGES BEGIN TO ACCRUE. Purchases begin to accrue periodic Finance Charges from the day the charge is included in the Daily Balance of the Account and continue to accrue finance charges until the charge is paid in full. However, you can avoid periodic Finance Charges on new Purchases in the Current Billing Period if for each billing period you pay your New Balance including any balance of Purchases made under any Special Payment Plan, in full on or before the Payment Due Date for such billing period.

PAYMENTS. You must pay at least the Minimum Payment on your Statement by the Payment Due Date shown on the Statement. You may pay more than the Minimum Payment at any time. Your Minimum Payment will be (i) the greater of (a) \$10 or (b) 3% of your New Balance minus any balance attributable to any Special Payment Plan that involves delayed or special payments, rounded to the next lowest dollar, plus (ii) any past due amounts. However, the Minimum Payment is the New Balance if the New Balance is less than \$10. You must pay any past due amounts as part of your Minimum Payment.

Except with respect solely to the determination of the extent of our purchase money security interest and subject to any requirements of applicable law, we reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. On promotions requiring a minimum payment, payments over the minimum will usually be applied to those promo balances before non-promo and other balances. If you have a non-promo balance, this may reduce the benefit from the promo. If you want to change this allocation, please call customer service at 1-800-250-5411.

FEES. You agree to pay the following fees.

- A. A Late Payment Fee, if we have not received your Minimum Payment by the Payment Due Date shown on your Statement. The amount of the Late Payment Fee will be based on your New Balance at the end of the billing period ending after the Payment Due Date. The Late Payment Fee will be \$15 for a New Balance under \$100; \$29 for a New Balance of \$100 to \$999.99; and \$35 for a Balance of \$1000.00 or more.
- B. A Returned Check Fee of \$29 if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored.
- C. An Over Limit Fee of \$29 for each billing period in which your New Balance as shown on your Statement exceeds your Credit Limit. We may assess an Over Limit Fee even if we authorize the transactions on your Account that caused you to exceed your Credit Limit or if you exceed your Credit Limit as a result of unpaid Finance Charges, the billing of deferred accrued Finance Charges or other fees.

SECURITY INTEREST. Except in PR, you grant us a purchase money security interest in each item of merchandise purchased on your Account to secure its unpaid purchase price until such merchandise is paid in full. Solely for the purpose of determining the extent of our purchase money security interest in each such item of merchandise, your payments will be allocated first to Finance Charges on the Account, and then to pay off each Purchase on the Account in the order in which the Purchase was made (if more than one item was purchased on the same day, your payments will be allocated to pay off the lowest priced item first). Additionally, if you made a Purchase pursuant to a credit promotion involving the avoidance of Finance Charges and that Purchase is included on Statements during the promotional period, we also will allocate to such promotional Purchase the same payments referred to in the immediately preceding sentence if those payments are received during the period starting with the initial billing of the promotional Purchase until the expiration of the promotional period. For purposes of determining the amount owing on your Account, payments will be credited only once at the time of payment to the then-outstanding balance of your Account. We agree that no security interest is or will be retained or acquired under this Agreement in any real property which is used or is expected to be used as your dwelling.

SPECIAL PAYMENT PLANS FOR PREMIERE ACCOUNTS. From time to time, Premiere Accounts may be offered special promotional terms which modify the terms of this Agreement with respect to certain Purchases on your Account ("Special Payment Plans"). Special Payment Plans are not available to Select Accounts. The provisions of this Agreement apply to any Special Payment Plan, unless otherwise provided in this Agreement or under the Special Payment Plan offering. We may, without prior notice, terminate your participation in any Special Payment Plan if you are in default under this Agreement. Default includes, but is not limited to, any payment delinquency whether or not such delinquency relates to a Special Payment Plan. In the event of termination or expiration of your participation in any Special Payment Plan: (i) each remaining balance will not be treated as a Special Payment Plan Purchase and will be subject to the standard provisions applicable to such Purchases; and (ii) finance charges accrued on the Special Payment Plan balance from the date of purchase, if any, will be added to your balance.

A Special Payment Plan that will be available to Premiere Accounts on qualifying Purchases includes, but is not limited to, the following: If you make a single invoice Purchases (which may include multiple items) on your Account of more than \$5001 ("Major Purchase"), the periodic rate of Finance Charge for a billing period for the Major Purchase balance will be a fixed rate of **.0300% (ANNUAL PERCENTAGE RATE 10.95%)**.

CHANGE IN TERMS. We may, at any time and subject to applicable law, change, add or delete provisions of the Agreement ("Terms Change") or terminate your Account. Unless prohibited by applicable law, we may apply any Terms Change to any outstanding or future balances of your Account.

INFORMATION WE USE. Because your Account is a business account, you understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your application information, and your balance and payment information, may be shared with The Toro Company and to dealers that accept the Toro Credit Card (and their respective affiliates) for use in connection with the Toro Business Revolving Credit account program, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions, and that you should have no expectation that this

information will remain private from Toro. We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.

Your signature on the Application or sales slip for the initial purchase approved on this Account represents your signature on this Agreement and is incorporated by reference.



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