

INVENTORY FINANCING AGREEMENT (TURBO)

This Inventory Financing Agreement (as from time to time amended and together with any Transaction Statements, as hereinafter defined, "Agreement") is between GE Commercial Distribution Finance Corporation ("CDF") located at 5595 Trillium Boulevard, Hoffman Estates, Illinois 60192 and the undersigned dealer ("Dealer").

1. Financing Terms and Transaction Statements. CDF's election to extend or not extend credit to Dealer is solely at CDF's discretion. Upon agreeing to finance an item of inventory for Dealer from a CDF-approved vendor ("Vendor"), CDF will transmit or otherwise send to Dealer a "Transaction Statement" which is a record that may be authenticated and transmitted by CDF to Dealer from time to time which identifies the Collateral financed and/or the advance made and the terms and conditions of repayment of such advance and Dealer agrees to pay the full amount reflected on any Transaction Statement. Dealer agrees that Dealer's failure to notify CDF in writing of any objection to a Transaction Statement within thirty (30) days after a Transaction Statement is transmitted or otherwise sent to Dealer shall constitute Dealer's (a) acceptance of all terms thereof, (b) agreement that CDF is financing such inventory at Dealer's request, and (c) agreement that such Transaction Statement will be incorporated herein by reference. If Dealer objects to the terms of any Transaction Statement, Dealer will pay CDF for such inventory in accordance with the most recent terms for similar inventory to which Dealer has not objected (or, if there are no prior terms, at the lesser of 16% per annum or at the maximum lawful contract rate of interest permitted under applicable law), subject to termination of this Agreement by CDF and its rights under the termination provision contained herein.

2. Security Interest.

(a) Dealer hereby grants to CDF a security interest in all of the Collateral as security for all Obligations. Dealer shall keep tangible Collateral insured for full value against all insurable risks under policies delivered to CDF and issued by insurers satisfactory to CDF with loss payable to CDF.

(b) "Collateral" means all personal property of Dealer, whether such property or Dealer's right, title or interest therein or thereto is now owned or existing or hereafter acquired or arising, and wherever located, including without limitation, all Accounts, Inventory, Equipment, Fixtures, other Goods, General Intangibles (including without limitation, Payment Intangibles), Chattel Paper (whether tangible or electronic), Instruments (including without limitation, Promissory Notes), Deposit Accounts, Investment Property and Documents and all Products and Proceeds of the foregoing. Without limiting the foregoing, the Collateral includes Dealer's right to all Vendor Credits (as defined below). For purposes of this Section 2 only, capitalized terms used in this Section 2, which are not otherwise defined, shall have the meanings given to them in Article 9 of the Illinois Uniform Commercial Code.

(c) "Obligations" means all indebtedness and other obligations of any nature whatsoever of Dealer to CDF and/or to any person that at any time directly or indirectly controls, is controlled by, or is under common control with CDF (a "CDF Affiliate"), whether such indebtedness or other obligations arise under this Agreement or any other existing or future agreement between or among Dealer, CDF and/or a CDF Affiliate or otherwise, and whether for principal, interest, fees, expenses, indemnification obligations or otherwise, and whether such indebtedness or other obligations are existing, future, direct, indirect, acquired, contractual, noncontractual, joint and/or several, fixed, contingent or otherwise.

(d) "Vendor Credits" means all of Dealer's rights to any price protection payments, rebates, discounts, credits, factory holdbacks, incentive payments and other amounts which at any time are due Dealer from a Vendor.

3. Representations and Warranties. Dealer represents and warrants that at the time of execution of this Agreement and at the time of each approval and each advance hereunder: (a) Dealer is in good standing and has all the necessary authority to enter into and perform this Agreement; and (b) all advances and other transactions hereunder are for business purposes and not for personal, family, household or any other consumer purposes.

4. Covenants. Dealer will: (a) permit CDF and its designees, without notice, to inspect the Collateral during normal business hours and at any other time CDF deems desirable (and Dealer hereby grants CDF and its designees an irrevocable license to enter Dealer's business locations during normal business hours without notice to Dealer to account for and inspect all Collateral and to examine and copy Dealer's books and records related to the Collateral); (b) if requested, deliver to CDF, in a form satisfactory to CDF, Dealer's year-end balance sheet and annual profit and loss statement for each of its fiscal years, within twenty (20) days after the same are prepared but in no event later than one hundred and twenty (120) days after the end of each fiscal year; (c) furnish CDF with such additional information regarding the Collateral and Dealer's business and financial condition as CDF may from time to time reasonably request (including without limitation financial statements and projections more frequently than set forth below); (d) deliver to CDF immediately upon each request by CDF (and CDF may retain) each certificate of title or statement of origin issued for Collateral financed by CDF; and (e) comply with all laws, rules and regulations applicable to Dealer, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls or anti-money laundering. Except upon CDF's receipt of sixty (60) days prior written notice, Dealer will not: (x) materially change its business name, structure or be a party to a merger or consolidation; (y) change its chief executive office or office where it keeps its records with respect to accounts or chattel paper; or (z) change the state in which it is incorporated or otherwise organized.

5. Payment Terms. Dealer will immediately pay CDF the principal amount of the Obligations owed CDF on each item of Collateral financed by CDF on the earliest occurrence of any of the following events: (a) when such Collateral is lost, stolen or damaged; (b) for Collateral financed under any pay-as-sold ("PAS") terms, when such Collateral is sold, transferred, rented, leased, otherwise disposed of, or its payment term has matured; (c) for Collateral financed under any scheduled payment program ("SPP") terms, in strict accordance with the installment payment schedule; (d) in strict accordance with any curtailment schedule for such Collateral; and (e) when otherwise required under the terms of this Agreement or any Transaction Statement. CDF may apply any payments in whatever order it so chooses. Any Vendor Credit granted to Dealer for any Collateral will not reduce the Obligations Dealer owes CDF until CDF has received payment therefor in cash. Dealer will: (A) pay CDF even if any Collateral is defective or fails to conform to any warranties extended by any third party; and (B) indemnify and hold CDF harmless against all claims and defenses asserted by any buyer of any Collateral. Dealer waives all rights of setoff Dealer may have against CDF. Any payment hereunder which would otherwise be due on a day which is not a Business Day, shall be due on the next succeeding Business Day, with such extension of time included in any calculation of applicable finance charges. In order to adequately secure Dealer's Obligations to CDF, Dealer shall, at CDF's request, immediately pay CDF the amount necessary to reduce the sum of CDF's outstanding advances with respect to inventory received by Dealer to an amount which does not exceed the aggregate invoice price to Dealer of the inventory in Dealer's possession which (i) is financed by CDF, and (ii) in which CDF has a perfected first priority lien. For purposes of this Agreement, "Business Day" means any day the Federal Reserve Bank of Chicago is open for the transaction of business.

6. Calculation of Charges. Dealer shall pay fees, charges and interest (collectively, "Charges") with respect to each advance in accordance with the Agreement. Dealer shall pay CDF its customary Charge for any check or other item which is returned unpaid to CDF. Unless otherwise provided in the Agreement, the following additional provisions shall be applicable to Charges: (i) any reference to "Prime Rate" shall mean for any calendar month the highest "prime rate" published in the "Money Rates" column of the Wall Street Journal on the first Business Day of such month; (ii) all Charges shall be paid by Dealer monthly pursuant to the terms of the billing statement in which such Charges appear; (iii) interest on each advance and principal amount of the Obligations related thereto shall be computed each calendar month on the sum of the daily balances thereof during such month divided by thirty (30) and (A) in the case where a monthly rate of interest is provided for, multiplied by the monthly rate provided for in the Agreement; or (B) in the case where an annual rate of interest is provided for, multiplied by one-twelfth of the annual rate provided for in the Agreement; or (C) in the case where a daily rate of interest is provided for, multiplied by such daily rate and multiplied by thirty (30); (iv) interest on an advance shall begin to accrue on the Start Date which shall be defined as the earlier of: (A) the invoice date referred to in the Vendor's invoice; or (B) the ship date referred to in the Vendor's invoice; or (C) the date CDF makes such advance; provided, however, if a Vendor fails to fully pay, by honoring or paying any amount CDF is owed from such Vendor with respect to Free Floor Periods (each a "CDF Credit") or otherwise, the interest or other cost of financing such inventory during the period between the Start Date and the end of the Free Floor Period (as defined below), then Dealer shall pay such interest to CDF on demand as if there were no Free Floor Period with respect to such inventory; (v) for the purpose of computing Charges, any payment will be credited pursuant to CDF's payment recognition policy, as in effect from time to time; and (vi) advances or any part thereof not paid when due (and Charges not paid when due, at the option of CDF, shall become part of the principal amount of the Obligations and) shall bear interest at the Default

Rate (as defined below). For purposes of this Agreement, the following definitions shall apply: "Default Rate" shall mean the default rate specified in Dealer's financing program with CDF, if any, or if there is none so specified, at the lesser of 3% per annum above the rate in effect immediately prior to the Default, or the highest lawful contract rate of interest permitted under applicable law; "Free Floor Period" shall mean a period equal to the number of days during which a Vendor agrees to assume the cost of financing Collateral purchased by Dealer by granting CDF a CDF Credit. CDF intends to strictly conform to the usury laws governing this Agreement. Regardless of any provision contained herein, in any Transaction Statement, or in any other document, CDF shall never be deemed to have contracted for, charged or be entitled to receive, collect or apply as interest, any amount in excess of the maximum amount allowed by applicable law. If CDF ever receives any amount which, if considered to be interest, would exceed the maximum amount permitted by law, CDF will apply such excess amount to the reduction of the unpaid principal balance which Dealer owes, and then will pay any remaining excess to Dealer. In determining whether the interest paid or payable exceeds the highest lawful rate, Dealer and CDF shall, to the maximum extent permitted under applicable law, (1) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense or fee rather than as interest, (2) exclude voluntary pre-payments and the effect thereof, and (3) spread the total amount of interest throughout the entire term of this Agreement so that the interest rate is uniform throughout such term. CDF will recognize and credit payments made by check, ACH, federal wire, or other means, according to its payment recognition policies from time to time in effect, or as otherwise agreed. Information regarding CDF payment recognition policies is available from Dealer's CDF representative, the CDF website, or will be communicated pursuant to Section 7 below.

7. Billing Statement/Fees; Right to Modify Charges and Other Terms.

(a) CDF will transmit or otherwise send Dealer a monthly billing statement identifying all charges due on Dealer's account with CDF. The charges specified on each billing statement will be (1) due and payable in full immediately on receipt, and (2) an account stated, unless CDF receives Dealer's written objection thereto within fifteen (15) days after it is transmitted or otherwise sent to Dealer. If CDF does not receive, by the 25th day of any given month, payment of all charges accrued to Dealer's account with CDF during the immediately preceding month, Dealer will (to the extent allowed by law) pay CDF a late fee equal to the greater of \$5 or 5% of the amount of such charges (payment of such fee does not waive the default caused by the late payment). CDF may adjust the billing statement at any time to conform to applicable law and this Agreement.

(b) CDF may charge one or more fees in connection with the servicing and administration of Dealer's account. From time to time, CDF may provide written notice to Dealer of new or changed fees, interest and/or other finance charges (including without limitation, increases or decreases in the periodic rate or amount of finance charges, the method of computing finance charges and when and how finance charges, and principal payments, are payable), policies, practices and other charges and/or credit terms (collectively, "Fees and Terms") payable by, or applicable to, Dealer or relating to Dealer's account generally, or in connection with specific services, or events, to be effective as of the notice date, or such other future effective date as CDF shall advise, with respect to existing Obligations owing by Dealer to CDF and/or to Obligations incurred or arising after such notice or future effective date, as the case may be, all as CDF may elect by so indicating in such notice. Such notice may be delivered by mail, courier or electronically in a separate writing or website posting, or set forth in the Transaction Statement and/or the billing statement. Dealer shall be deemed to have accepted such Fees and Terms by either (1) making any request for financing after the effective date of such notice, or (2) failing to notify CDF in writing of any objection to a Transaction Statement, billing statement or written notice advising of such Fees and Terms within fifteen (15) days after such notice has been sent to Dealer. If Dealer objects to the Fees and Terms, such Fees and Terms shall not be imposed, but CDF may charge or implement the last Fees and Terms to which Dealer has not objected, and may elect to terminate Dealer's financing program.

8. Default. The occurrence of one or more of the following events shall constitute a default by Dealer (a "Default"): (a) Dealer shall fail to pay any Obligations when due or any remittance for any Obligations is dishonored when first presented for payment; (b) any representation made to CDF by Dealer or by any guarantor, surety, issuer of a letter of credit or any person other than Dealer primarily or secondarily liable with respect to any Obligations (a "Guarantor") shall not be true when made or if Dealer or any Guarantor shall breach any covenant, warranty or agreement to or with CDF; (c) Dealer (including, if Dealer is a partnership or limited liability company, any partner or member of Dealer) or any Guarantor shall die, become insolvent or generally fail to pay its debts as they become due or, if a business, shall cease to do business as a going concern; (d) any letter of credit or other form of collateral provided by Dealer or a Guarantor to CDF with respect to any Obligations or Collateral shall terminate or not be renewed at least sixty (60) days prior to its stated expiration or maturity; (e) Dealer abandons any Collateral; (f) any Guarantor shall revoke, terminate or limit, or take any action purporting to revoke, terminate or limit, any guaranty or other assurance of payment relating to any Obligations; (g) Dealer or any Guarantor shall make an assignment for the benefit of creditors, or commence a proceeding with respect to itself under any bankruptcy, reorganization, arrangement, insolvency, receivership, dissolution or liquidation statute or similar law of any jurisdiction, or any such proceeding shall be commenced against it or any of its property; (h) an attachment, sale or seizure shall be issued or shall be executed against any assets of Dealer or of any Guarantor; (i) Dealer, Guarantor or any third party shall file any correction or termination statement with respect to any Uniform Commercial Code (the "UCC") filing made by CDF in connection herewith; (j) a material adverse change shall occur in the business, operations or condition (financial or otherwise) of Dealer (including, if Dealer is a partnership or limited liability company, any partner or member of Dealer) or any Guarantor or with respect to the Collateral; (k) Dealer or any Guarantor fails to pay any debt or perform any other obligation owed to any third party; (l) Dealer or any Guarantor defaults under the terms of any agreement with any CDF Affiliate; or (m) CDF in good faith believes the prospect of payment of any Obligations is impaired or CDF deems itself insecure.

9. Rights and Remedies Upon Default. Upon the occurrence of a Default, CDF shall have all rights and remedies of a secured party under the UCC as in effect in any applicable jurisdiction and other applicable law and all the rights and remedies set forth in this Agreement. CDF may terminate any obligations it has under this Agreement and any outstanding credit approvals immediately and/or declare any and all Obligations immediately due and payable without notice or demand. Dealer agrees that the sale of inventory by CDF to a person who is liable to CDF under a guaranty, endorsement, repurchase agreement or the like shall not be deemed to be a transfer subject to UCC §9-618 or any similar provision of any other applicable law, and Dealer waives any provision of such laws to that effect. Dealer agrees that the repurchase of inventory by a Vendor pursuant to a repurchase agreement with CDF shall be a commercially reasonable method of disposition. Dealer shall be liable to CDF for any deficiency resulting from CDF's disposition, including without limitation a repurchase by a Vendor, regardless of any subsequent disposition thereof. Dealer is not a beneficiary of, and has no right to require CDF to enforce, any repurchase agreement. Any notice of a disposition shall be deemed reasonably and properly given if given to Dealer at least ten (10) days before such disposition. If Dealer fails to perform any of its obligations under this Agreement, CDF may perform the same in any form or manner CDF in its discretion deems necessary or desirable, and all monies paid by CDF in connection therewith shall be additional Obligations and shall be immediately due and payable without notice together with interest payable on demand at the Default Rate. All of CDF's rights and remedies shall be cumulative. Dealer authorizes CDF to collect Vendor Credits directly from Vendors and, upon request of CDF, shall instruct Vendors to pay CDF directly. CDF's election to extend or not extend credit to Dealer is solely at CDF's discretion and does not depend on the absence or existence of a Default. If a Default is in effect, and without regard to whether CDF has accelerated any Obligations, CDF may, without notice, apply the Default Rate.

10. Power of Attorney. Dealer authorizes CDF to: (a) file financing statements describing CDF as "Secured Party," Dealer as "Debtor" and indicating the Collateral; (b) authenticate, execute or endorse on behalf of Dealer any instruments, chattel paper, certificates of title, manufacturer statements of origin, builder's certificate, financing statements and amendments thereto, or other notices or records comprising or related to Collateral or evidencing financing under the Agreement or evidencing or maintaining the perfection of the security interest granted hereby, as attorney-in-fact for Dealer; (c) initiate and resolve any insurance claims pertaining to the Collateral; and (d) supply any omitted information and correct errors in any documents between CDF and Dealer. This power of attorney and the other powers of attorney granted herein are irrevocable and coupled with an interest.

11. Collection and Other Costs. Dealer shall pay to CDF on demand all reasonable attorneys' fees and legal expenses and other costs and expenses incurred by CDF in connection with protecting and enforcing its Lien on the Collateral and collecting any Obligations or any Default or in

connection with any action or proceeding under any bankruptcy or insolvency laws or incurred pursuant to an arbitration proceeding involving the Dealer, any Guarantor or any Collateral.

12. Information. Dealer irrevocably authorizes CDF to investigate and make inquiries of former, current, or future creditors or other persons and credit bureaus regarding or relating to Dealer. CDF may provide to any CDF Affiliate or any third parties any financial, credit or other information regarding Dealer that CDF may at any time possess, whether such information was supplied by Dealer to CDF or otherwise obtained by CDF. Further, Dealer irrevocably authorizes and instructs any third parties to provide to CDF any credit, financial or other information regarding Dealer.

13. Dealer's Claims Against Vendors. Dealer will not assert against CDF any claim or defense Dealer may have against any Vendor. Any such claims or defenses or other claims or defenses Dealer may have against a Vendor shall not affect Dealer's liabilities or obligations to CDF.

14. Termination. Unless sooner terminated as provided in this Agreement or by at least thirty (30) days prior written notice from either party to the other, the term of this Agreement shall be for one (1) year from the date hereof and from year to year thereafter; provided, however, that CDF may terminate the Agreement immediately by notice to Dealer if Dealer objects to any terms of any Transaction Statement, billing statement or written notice advising of Fees and Terms. Upon termination of the Agreement, all Obligations shall become immediately due and payable without notice or demand. Upon any termination, Dealer shall remain fully liable to CDF for all Obligations, including without limitation all fees, expenses and charges, arising prior to or after termination, and all of CDF's rights and remedies and its security interest shall continue until all Obligations to CDF are paid and all obligations of Dealer are performed in full. No provision of the Agreement shall be construed to obligate CDF to make any advances. All waivers and indemnifications in CDF's favor, and the agreement to arbitrate, set forth in this Agreement will survive any termination of this Agreement.

15. Binding Effect. Dealer cannot assign its interest in this Agreement without CDF's prior written consent. CDF may assign or participate CDF's interest, in whole or in part, without Dealer's consent. This Agreement will protect and bind CDF's and Dealer's respective heirs, representatives, successors and assigns, as the case may be.

16. Notices. Except as otherwise provided herein, all notices or other communications to be given under the Agreement or under the UCC shall be in writing addressed to Dealer at its chief executive office shown below or to any office to which CDF sends billing statements, or to CDF at its address shown in the preamble hereto, to the attention of its Credit Department, or at such other address designated by such party by notice to the other. Any such communication shall be deemed to have been given upon delivery in the case of personal delivery, one Business Day after deposit with an overnight courier or two (2) calendar days after deposit in the United States mail except that any notice of change of address shall not be effective until actually received.

17. Receipt of Agreement. Dealer acknowledges that it has received a true and complete copy of this Agreement. Dealer has read and understands this Agreement. Notwithstanding anything herein to the contrary, CDF may rely on any facsimile copy, electronic data transmission, or electronic data storage of: this Agreement, any Transaction Statement, billing statement, financing statement, authorization to pre-file financing statements, invoice from a Vendor, financial statements or other reports, which will be deemed an original, and the best evidence thereof for all purposes.

18. Acceptance by CDF. CDF may accept this Agreement by issuance of an approval to a Vendor for the purchase of inventory by Dealer or by making an advance hereunder.

19. Miscellaneous. Time is of the essence regarding Dealer's performance of its obligations to CDF. Dealer's liability to CDF is direct and unconditional and will not be affected by the release or nonperfection of any security interest granted hereunder. CDF may refrain from or postpone enforcement of this Agreement or any other agreements between CDF and Dealer without prejudice, and the failure to strictly enforce these agreements will not create a course of dealing which waives, amends or modifies such agreements. Any waiver by CDF of a Default shall only be effective if in writing signed by CDF and transmitted to Dealer. The express terms of this Agreement will not be modified by any course of dealing, usage of trade, or custom of trade which may deviate from the terms hereof. This Agreement may be validly executed in one or more multiple counterpart signature pages. This Agreement shall be construed without presumption for or against any party who drafted all or any portion of this Agreement. No modification of this Agreement shall bind CDF unless in a writing signed by CDF and transmitted to Dealer. Among other symbols, CDF hereby adopts "GE Commercial Distribution Finance Corporation," "GE Commercial Distribution Finance," "GECDF" or "CDF" as evidence of its intent to authenticate a record. If Dealer and CDF have previously executed other agreements pertaining to all or any part of the Collateral, this Agreement will supplement, but not amend, such agreement, and this Agreement will neither be deemed a novation nor a termination of such agreement, nor will execution of this Agreement be deemed a satisfaction of any obligation secured by such agreement.

19. Limitation of Remedies and Damages. In the event there is any dispute under this Agreement, neither party shall be entitled to exemplary or punitive damages.

20. BINDING ARBITRATION.

Any and all controversies or claims of any nature whatsoever arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by either the American Arbitration Association or United States Arbitration & Mediation (as determined by the initial filing party), under its Commercial Arbitration Rules as in effect from time to time. Notwithstanding the foregoing, the parties agree that either party may pursue claims against the other that do not exceed \$15,000.00 in the aggregate in a court of competent jurisdiction. All arbitrator(s) selected will be attorneys with at least five (5) years secured transactions experience. Any award or order rendered by the arbitrator(s) or director of arbitration pursuant to the terms of this Agreement may be confirmed as a judgment or order in any court of competent jurisdiction within the federal judicial district which includes the residence of the party against whom such award or order was entered. Each party hereby consents to a documentary hearing in any such arbitration. **The arbitrators will not have the authority to award punitive or exemplary damages.** Any arbitration proceeding must be instituted within two (2) years after the date the incident giving rise thereto occurred. Nothing herein shall prevent either party's use of bankruptcy, receivership, injunction, replevin, repossession, foreclosure, sequestration or any other prejudgment action or remedy relating to the Collateral; nor will use of any of the foregoing actions waive any party's right to compel arbitration of any dispute. **IF THIS AGREEMENT IS FOUND TO BE NOT SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. DEALER AND CDF WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.**

21. Discovery. Under no circumstances will the use of interrogatories, requests for admission, requests for the production of documents or the taking of depositions be permitted. However, in the event of the designation of any expert witness(es), the following will occur: (i) all information and documents relied upon by the expert witness(es) will be delivered to the opposing party; (ii) the opposing party will be permitted to depose the expert witness(es); (iii) the opposing party will be permitted to designate rebuttal expert witness(es); and (iv) the arbitration hearing will be continued to the earliest possible date that enables the foregoing limited discovery to be accomplished.

22. Governing Law. This Agreement and all agreements between Dealer and CDF have been substantially negotiated and will be substantially performed in the state of Illinois. Accordingly, all Disputes will be governed by, and construed in accordance with, the laws of such state, except to the extent inconsistent with the provisions of the Federal Arbitration Act, which will supersede the laws of such state and govern all arbitration(s) and confirmation proceedings hereunder.

THIS CONTRACT CONTAINS BINDING ARBITRATION, JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS.

Dated: _____, _____.

DEALER

GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION

[Insert Dealer Name]

Signed By: _____
Print Name: _____
Title: _____
Business Structure: _____ Select One
Jurisdiction: _____ Insert State
Tax ID or SSN: _____
Org. ID (if any): _____

By: _____
Print Name: _____
Title: _____

Dealer's Chief Executive Office and Principal Place of Business:

NOTE: PLEASE RETURN ALL PAGES OF THE INVENTORY FINANCING AGREEMENT AND GUARANTY

GUARANTY

The undersigned ("Guarantor"), jointly and severally if more than one, guarantees all amounts owing to CDF from time to time by Dealer (as defined in Dealer's Inventory Financing Agreement set forth above) ("Indebtedness"). Demand for payment hereunder may be made at any time that any Indebtedness is past due, Dealer is in default under any agreement with CDF, Dealer is subject to a dissolution, bankruptcy or debtor relief proceeding, or any material adverse change occurs in the financial condition or prospects of Dealer or Guarantor. This is a continuing guaranty covering all present and future Indebtedness, including Indebtedness revived after being satisfied. This guaranty is unconditional and irrevocable. CDF may change any terms of Indebtedness, impair or release any security, release, compound or substitute any guarantors, or take any other action that may increase Guarantor's risk or expose it to greater liability, in each case without discharging Guarantor's obligations. CDF shall not be required to proceed against any person or security or pursue any other remedy before proceeding hereunder. Until CDF's receipt of payment in full of all Indebtedness, Guarantor shall have no right of subrogation or reimbursement. Guarantor waives all notices and similar actions, including notice of acceptance or creation of Indebtedness, presentment, protest or notice of dishonor as well as all defenses arising out of an election of remedies. Guarantor's obligations shall not be affected by any lack of authority of Dealer to incur Indebtedness, any invalidity of documents nor CDF's failure to disclose any information to Guarantor. Guarantor shall pay all costs and expenses, including reasonable attorneys' fees incurred by CDF in enforcing this guaranty. This guaranty shall inure to the benefit of transferees of any Indebtedness, and shall extend to loans made by such transferees. Guarantor may not assign any obligations hereunder without CDF's approval. Guarantor acknowledges and agrees that CDF may obtain credit reports regarding Guarantor. Any facsimile copy or electronic transmission or storage hereof shall be deemed an original.

BINDING ARBITRATION. Guarantor hereby consents to the binding arbitration and other provisions set forth the Dealer's Inventory Financing Agreement (set forth above). Guarantor and CDF irrevocably waive all rights to claim punitive and/or exemplary damages. All waivers set forth herein will survive any termination of this guaranty.

THIS CONTRACT CONTAINS BINDING ARBITRATION, JURY WAIVER AND PUNITIVE DAMAGE WAIVER PROVISIONS.

Dated: _____

Dated: _____

Guarantor's Signature: _____
Print Name: _____

Guarantor's Signature: _____
Print Name: _____

Guarantor's Address:

Guarantor's Address

