



DEALER AGREEMENT

THIS DEALER AGREEMENT (this "**Agreement**"), dated on _____, **2007** is entered into by and between **MERICAP CREDIT CORPORATION** and its successors and assigns ("**MeriCap**"), a Delaware corporation, with its principal office located at 1415 West 22nd Street, Suite 550E, Oak Brook, Illinois 60523 and _____ (**PRINT LEGAL NAME OF DEALERSHIP**) _____ ("**Dealer**"), (specify jurisdiction and check box) _____ corporation, limited liability company, general partnership, limited partnership.

MeriCap is a vendor-based commercial equipment finance company, and Dealer is a seller of commercial equipment. MeriCap and Dealer wish to enter into this Agreement to define the terms under which MeriCap will offer its financing programs to Dealer's Customers.

1. Definitions: The word "**Customer**" when used in this Agreement shall mean the applicant, lessee or debtor of the Equipment. The word "**Obligor**" shall mean each obligor with respect to any of the obligations under a Contract, including (without limitation) a guarantor, co-signer or other surety with respect thereto. The word "**Contract**" shall mean a personal property equipment contract, lease agreement, promissory note and security agreement, finance agreement or other financing of the Equipment to the Customer. The word "**Transaction Documents**" shall mean all documents required by MeriCap to fund the Contract.

2. Credit Approvals: Dealer from time to time may submit credit applications to MeriCap, for credit approval for the lease or finance of equipment ("**Equipment**") customarily sold by Dealer. MeriCap will use its best efforts to determine the creditworthiness of an applicant upon receipt of all requested and required credit information. Notification of the approval or rejection of an applicant will be conveyed to Dealer promptly after MeriCap make its credit decision. MeriCap will make all credit decisions in its sole and absolute discretion. All credit approvals will be valid for 60 days after the date issued by MeriCap at the approved rate factor and all Equipment financed or leased by MeriCap is subject to the specific terms of its credit approval, as revised from time to time, issued to Dealer. Any credit approval issued by MeriCap may be revoked without prior notice in the event that there is a material adverse change in the financial condition or prospects of the Customer, regardless whether the Equipment is delivered or not, and upon such revocation MeriCap shall have no obligations under its credit approval to finance or lease the Equipment

3. Funding of Transaction: MeriCap will promptly pay Dealer for the Equipment (generally within one (1) business day) upon MeriCap's receipt of a fully executed and completed documentation package as required by MeriCap. MeriCap reserves the right to inspect the Equipment at the Customer's location prior to paying Dealer. If for any reason MeriCap has paid Dealer for the Equipment prior to its delivery and acceptance by the Customer, Dealer bears the risk of any loss or damage to each item of Equipment until it has been accepted by the Customer in writing. If in such circumstance any Equipment is lost, stolen or destroyed in transit to a Customer, otherwise not delivered to a Customer, or returned to Dealer by a Customer, then Dealer shall pay to MeriCap, upon demand, an amount equal to the sum of the original aggregate Dealer invoice price from which MeriCap funded Dealer for such Equipment, plus all commissions and other sums MeriCap may have paid to Dealer or any other person with respect to such transaction. Following MeriCap's receipt of such amount, it will convey its interest in the documentation and the related Equipment to Dealer without recourse or warranty "as is, where is".

4. Dealer Fee: In exchange for Dealer's assistance in processing the loan documentation and securing the title, MeriCap will pay Dealer a fee of up to a maximum of **3.00%** of the capitalized cost of the Equipment at the time of funding with no hold back or charge back, unless otherwise agreed.

5. Recourse: Transactions under this Agreement will be approved by MeriCap on a "non-recourse" basis, under which Dealer is not liable to MeriCap for a Customer's breach unless Dealer breaches any provision of this Agreement. However, from time to time, MeriCap will consider certain transactions on a "full recourse" or "partial recourse" transaction which will require additional Dealer review and recourse agreements.

6. Representations and Warranties: When MeriCap funds a Dealer invoice or any other amount relating to a transaction where Dealer is selling Equipment and MeriCap is financing or leasing such Equipment, Dealer represents and warrants to MeriCap that: (a) the related Equipment is new (unless it is clearly stated on the credit application and invoice that it is "Used"), (b) is in good working order and that the Customer has accepted delivery of the Equipment and is fully satisfied of the condition of said Equipment; (c) will be used for commercial purposes only; (d) Dealer has good and marketable title to the Equipment, free and clear of any and all security interests, liens, claims and encumbrances; (e) the Equipment was delivered to Customer on Dealer's invoice date unless such other date is clearly stated on the invoice; (f) the Equipment does not infringe upon any third-party patent, design, trade name, trademark, copyright or other property right; (g) the invoice submitted to MeriCap is true and correct; (h) Dealer has not entered into any agreement, amendment or modification that purports to change any terms of MeriCap's agreement with the Customer; (i) Dealer has not provided the Customer with, nor paid on behalf of the Customer, any part of the advance payments required to be paid by the Customer pursuant to the Transaction Documents or received any rent or other payment by the Customer not delivered to MeriCap; (j) neither the Customer nor any Obligor has any defense, offset or counterclaim as to the enforcement of the Transaction Documents, or any document executed by the Obligor in connection therewith or any payment due there under; (k) there has been no material adverse change in the financial condition or prospects of the Customer or any Obligor of the Customer's obligations subsequent to MeriCap's credit approval and prior to our payment of the related invoice; (l) the Equipment complies with all warranties, agreements and representations made by Dealer and/or manufacturer to the Customer and MeriCap, and the same are enforceable by MeriCap and the Customer; (m) Dealer has done its due diligence to ensure that the Customer's and Obligor's signature(s) on any application, Transaction Documents and any other ancillary document is genuine, valid and binding; (n) Dealer has complied with all applicable laws in the course of originating such Transaction Documents and without limiting the generality of that representation, to the extent Dealer has directly or indirectly obtained and furnished to MeriCap information from the Customer or any Obligor, Dealer has obtained all necessary consents and said consents have been obtained in compliance with all applicable laws and regulations, including, but not limited to the Equal Credit Opportunity Act, and to extent such credit information has been furnished to MeriCap, Dealer represents that it obtained all required consents to do so; (o) Dealer will promptly notify each Customer of the decision made with respect to any credit applications Dealer submits to MeriCap in order to satisfy all laws and regulations, including, but not limited to the Equal Credit Opportunity Act requirements; (p) if MeriCap finances insurance premiums, Dealer will assist MeriCap with: (i) submitting claim benefits, and, (ii) if the transaction is terminated early, then Dealer will assist MeriCap in



obtaining an unamortized premium refund (q) Dealer is properly licensed and qualified in all appropriate jurisdictions; and (r) Dealer shall not make any payment due under such Transaction Documents on behalf of the Customer in question and to the extent Dealer receives a payment from a Customer intended for MeriCap, Dealer agrees to promptly forward such payment to MeriCap, in the form received by Dealer.

7. Titling: If the leased or financed Equipment is a commercial vehicle, Dealer represents and warrants that it has properly registered and titled the Equipment in the jurisdiction in which it will be operated and that MeriCap's ownership or lien position will be correctly reflected on said title and Dealer will provide MeriCap within five (5) business days proof of such registration. However, if by mutual agreement, Dealer is not completing the titling process, Dealer warrants and represents that upon payment by MeriCap for said Equipment that Dealer will forward a properly completed MSO(s)/Title reflecting MeriCap's ownership or lien holder position and registration paperwork to MeriCap within three (3) business days via overnight courier or certified mail return receipt requested. If Dealer receives any titles for any Equipment financed by MeriCap, Dealer will immediately forward such title to MeriCap.

8. Remedies: If Dealer breaches any of its agreements, warranties or representations contained in this Agreement, Dealer will indemnify, defend and hold MeriCap harmless from and against any and all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to such breach of Dealer's promise, representation or warranty. In addition to the foregoing and not in diminution thereof, if Dealer breaches any of the representations, warranties or agreements contained in this Agreement, Dealer agrees to pay to MeriCap, on demand, an amount equal to the full outstanding balance as calculated by MeriCap for any transaction with respect to which such representation, warranty or agreement was breached, plus any other amounts disbursed to any person relating to such Contract plus interest at the lower of 1.5% per month or the highest rate allowed by applicable law on any amount due MeriCap from the date any such amount is due until the date MeriCap receives it in cash.

9. Agent: Neither party is authorized to make any agreements, representations or warranties on behalf of each other or to create any other kind of obligation on behalf of the other. Neither party is, nor will act or represent each other as, an agent, partner or joint venture of the other. No agency relationship exists between MeriCap and Dealer and nor will either party represent itself in any way as the agent of the other party.

10. Effective Date, Term and Termination: The effective date of this Agreement shall be the earlier of: (i) the date of Dealer's first application submittal to MeriCap or (ii) the date hereof ("the Effective Date"). The term of the Agreement shall be for one year after the Effective Date and from year to year thereafter; provided, however, either party may terminate the Agreement by giving the other 30 days prior written notice. Upon termination of this Agreement, Dealer shall remain fully liable to MeriCap for all obligations and indebtedness set forth herein, including without limitation, Dealer's representations and warranties relating to such Transaction Documents.

11. Indemnification: Dealer understands that MeriCap only provides financial services to Customers and has no involvement with the Equipment or Dealer's relationship with the Customer apart from providing those services. In addition to any of Dealer's other obligations under this Agreement, Dealer agrees to defend, indemnify and hold us harmless from any claims, suits, losses or liabilities MeriCap may suffer arising out of the Equipment, the Customer or Dealer's negligence or failure to comply with all applicable laws and regulations, including, but not limited to the Equal Credit Opportunity Act and Fair Credit Reporting Act.

12. Default Remarketing: If a Customer is declared by MeriCap to be in default under a Contract, Dealer will, upon request from MeriCap, (i) assist MeriCap in locating the Equipment, (ii) prepare the Equipment for resale or re-lease and (iii) re-market the related Equipment on a best efforts basis. Dealer shall determine the cost for parts for the Equipment required to place the Equipment in such condition as shall qualify it for manufacturer maintenance or otherwise required for its remarketing, and with MeriCap's prior written consent, Dealer shall purchase and install such parts at the rate offered to its best Customer. The cost of parts purchased and labor utilized by Dealer to complete repairs approved by MeriCap will be reimbursed to Dealer upon completion of approved repairs and receipt of invoice(s). The resale price of the Equipment shall be determined by both parties as its fair market value and will be marketed throughout Dealer's distribution network. The Equipment will be included in all advertising then being undertaken by Dealer for Equipment similar to the Equipment being offered for resale or re-lease. Dealer will obtain MeriCap's consent to the terms of any disposition of the Equipment before agreeing thereto.

13. Remarketing/Storage: Subject to the terms and conditions of the sale, MeriCap agrees to pay Dealer a remarketing fee of 5% of the resale price. Dealer agrees to store the Equipment for remarketing at no additional cost to MeriCap.

14. Notices: All notices to be given under this Agreement shall be in writing and shall be served either personally, e-mail notification, by deposit with a reputable overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid or provided for, addressed to Dealer at its principal place of business or to MeriCap at its address show in the preamble hereto, attention Credit Department, or at such other address designated by such party by notice to the other. Any notice shall be deemed to have been given upon delivery in the case of personal delivery, e-mail notification (with read receipt and delivery receipt required), one Business Day after deposit with an overnight courier or 2 calendar days after deposit in the United States mail except that any notice of change of address shall not be effective until received.

15. Consent to Jurisdiction; Venue: DEALER HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS AND WAIVE ANY OBJECTION BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY ACTION OF PROCEEDING IN ANY SUCH COURT AND CONSENT THAT ALL SERVICE OF PROCESS MAY BE MADE BY MAIL OR MESSENGER DIRECTED TO YOU AT THE ADDRESS ABOVE AND THAT SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT OR 3 DAYS AFTER THE SUCH MAILING OR DELIVERY TO A MESSENGER.

16. Governing Law: THE AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT THAT QUESTIONS AS TO PERFECTION OF OUR SECURITY INTEREST AND THE EFFECT OF PERFECTION ON NON-PERFECTION SHALL BE GOVERNED BY THE LAW WHICH WOULD BE ACCEPTABLE EXCEPT FOR THIS SECTION.

17. Jury Waiver: TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR COUNTERCLAIM ARISING UNDER OR IN ANY WAY RELATED TO THE AGREEMENT, AND UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING.

18. Limitation of Remedies and Damages: Dealer agrees that in the event there is any dispute relating to or arising in connection with the Agreement that it shall not be entitled to punitive or consequential damages in connection with any action arising under or in any way related to the Agreement.

19. Miscellaneous: Dealer hereby authorizes MeriCap to obtain investigative credit reports, regarding Dealer, from a credit bureau or a credit agency and to investigate the references given on any statement. During the term of this Agreement, Dealer agrees to provide MeriCap with all financial statements and copies of federal or state tax returns as MeriCap may reasonably request.

