



MASTER DEALER AGREEMENT

This Master Dealer Agreement (this "Agreement") is entered into between Pinnacle Finance, LLC ("Pinnacle") and the dealer ("Dealer"):

The parties agree to the following terms:

1. Purchase and Sale of Contracts. Pinnacle hereby agrees to purchase, and Dealer hereby agrees to sell and assign, from time to time on the terms and conditions set forth herein, financing contracts, installment contracts, security agreements and/or other obligations (each a "Contract" and collectively the "Contracts"), which arise out of the retail sale and delivery of equipment and other merchandise sold by Dealer to an end customer (collectively, "Equipment"). Each such sale and assignment of a Contract shall be evidenced by a written absolute assignment, which may be on the Contract form itself or which may be a separate document, provided that in either event the form of the assignment shall be in form and content acceptable to both parties. Each and every such sale and assignment shall be subject to all of the terms of this Agreement, regardless of whether the terms of this Agreement are expressly incorporated into the assignment by the terms of the assignment document. Each and every such sale and assignment form shall be executed by an authorized signer for Dealer and delivered to Pinnacle in a manner allowed herein (which includes facsimile delivery). Upon its receipt of each such sale and assignment form, Pinnacle shall accept or reject the form in the manner allowed herein.
2. Representations by Dealer. In consideration of Pinnacle's purchase from time to time of Contracts, with respect to each such Contract, at the time that it is delivered to Pinnacle and at all times thereafter until such Contract is fully paid, performed and satisfied, DEALER REPRESENTS, WARRANTS AND COVENANTS AS FOLLOWS:
 - a. Each Contract represents a bona fide sales transaction which has been fully completed and for which delivery has occurred at or prior to the time of transfer of the Contract to Pinnacle. In no event are any goods covered by a Contract subject to any consignment or guaranteed sale arrangement, or subject to other terms by reason of which the payment by the end customer may be viewed as conditional.;
 - b. Dealer is the sole owner and holder of each Contract at the time of its conveyance to Pinnacle. Each Contract, and the underlying sale that it represents, will be conveyed free and clear of any assignment, lien, security interest or other encumbrance, and will not be subject to any dispute, counterclaim, or offset;
 - c. Each down payment evidenced in any Contract shall have been paid by the underlying buyer in cash, by credit card or personal check;
 - d. Each Contract has been delivered to Pinnacle within three (3) business days of its completion, so as to allow perfection of a purchase money security interest in the Equipment.
 - e. The person signing the assignment form to assign each Contract to Pinnacle has the full power and authority to bind Dealer to the terms of this Agreement and such assignment. Further, that the person signing this Agreement has the full power and authority to bind Dealer to the terms hereof.



- f. The Equipment purchased by an end customer that is subject to each Contract assigned to Pinnacle has been carefully and properly installed, inspected, and adjusted to factory recommendations.
 - g. Dealer has not made any oral or written warranties, guarantees, or promises regarding the Equipment, without providing Pinnacle a copy of all such warranties, guarantees, or promises prior to the effectiveness of the assignment of the Contract.
 - h. Dealer has complied with all warranties on each Contract.
 - i. Pinnacle is the sole assignee of each Contract and the sole party providing financing with respect to each Contract.
 - j. Each Contract is an arms' length agreement with a third party end customer not affiliated with Dealer.
 - k. Dealer has rendered all services and performed all obligations that it is required to render and perform under each Contract.
3. Credit Application. Prior to the effectiveness of an assignment of a given Contract, Dealer must submit to Pinnacle a complete credit application on the prospective end customer for the subject in the format required by Pinnacle. Pinnacle will accept credit applications only for customers who are homeowners, and who have a verifiable telephone number. Pinnacle has full authority to accept or reject any credit application or require any additional information it deems necessary. Applications that are approved are valid for no more than 60 days from the date of approval.
4. Purchase Price. Dealer understands that Pinnacle offers to buy Contracts at various discounts beginning with zero for "Prime" credit-worthy customers. Dependent on individual customer's qualifications, discounts will increase incrementally with customer risk. Pinnacle will determine the discounts on a case by case basis.
5. Non-Recourse. Pinnacle purchases approved Contracts without recourse to Dealer, except for breaches of the representations or warranties of Dealer as set forth in Paragraph 2 above.
6. Events of Default. In the event Dealer breaches any of its representations, warranties and covenants set forth in Paragraph 2 above or elsewhere in this Agreement, Dealer shall be in default under this Agreement. In the event of such a default, Pinnacle shall have all of its rights and remedies at law and in equity. Further, in the event of a default arising from a breach of the representations, warranties and covenants set forth in Paragraph 2 above, Pinnacle also shall have the right, upon 10 days written notice, to demand that Dealer repurchase, and Dealer hereby agrees that it shall repurchase, any Contract to which the default applies for the original amount advanced to Dealer, plus accrued Interest at the rate of interest set forth in the Contract, plus all related legal costs and other expenses that Pinnacle has incurred and paid, less all payments previously made to Pinnacle with respect to the Contract ("Repurchase Price"). Further, if Dealer defaults under this Agreement, Pinnacle may withhold any amounts due to Dealer under this Agreement until such time as the default has been cured. All of Pinnacle's remedies are cumulative and Pinnacle may elect to pursue any legal remedy available to it without limiting its other remedies.
7. Documentation. Dealer is responsible for the completion of all loan documents and contracts as required and provided in the documentation used by Pinnacle and the lending laws governing commercial, agricultural or consumer use transactions, whichever apply to a particular situation.



8. Payment to Dealer. The funding process for Contracts approved by Pinnacle will begin within 24 hours of the receipt of a faxed or signed copy of the Contract and a written assignment thereof (either on the Contract or in a separate document). Contracts will require a verification call from Pinnacle with the customer. Pinnacle will fund the purchase of each Contract accepted by Pinnacle directly to Dealer less the appropriate discount fee and/or financing option discount.
9. Right to Reject. Pinnacle reserves the right to reject any loan application or Contract, which reflects any term other than the specified financing terms agreed upon by Dealer and Pinnacle, or does not meet the credit standards established by Pinnacle from time to time.
10. No Agency. Dealer and Pinnacle acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given by the party sought to be bound. Dealer and Pinnacle each specifically agrees to indemnify, defend and hold the other harmless for, from and against any damages the other may incur as a result of claims made by any third party in contravention of this paragraph, including recovery of any expenses and attorney fees incurred by either party to defend against such claims.
11. Assistance. If at any time during the term of an Contract a customer does not make payments to Pinnacle because of service problems, Dealer agrees to perform one on site service call at no cost to either Pinnacle or to the customer.
12. Payments. Pinnacle shall be entitled to receive all payments from customers on assigned Contracts (other than pre-assignment payments made to Dealer, disclosed in writing to Pinnacle prior to assignment and approved by Pinnacle) and Dealer may not accept payment unless Pinnacle specifically authorizes it. Dealer agrees to endorse and forward immediately to Pinnacle all such checks or other payments received by Dealer. Pinnacle may endorse or cause to be endorsed Dealer's name on checks delivered as payments on Contracts in order to carry out the purposes of this Agreement. Dealer will make suitable and proper entries on Dealer's books showing the absolute sale of Contracts to Pinnacle. Pinnacle's title to Contracts and Equipment covered by the Contracts is at all times to be superior to any right, title or lien of Dealer, if any, to Contracts and Equipment.
13. Amendment. Pinnacle has the right to change this Agreement from time to time, and the right to submit a new Master Dealer Agreement in place of this Agreement to Dealer at any time. If Dealer refuses to accept the changed terms or to execute the revised Master Dealer Agreement, Pinnacle has the right to terminate this Agreement. However, any change to this Agreement or any new Master Dealer Agreement which alters the terms of this Agreement, does not apply to Contracts Pinnacle has already purchased unless Dealer consents in writing.
14. Purchase by Dealer. Any Contract that Dealer repurchases from Pinnacle is purchased "as is, where is" and without representation, warranty or recourse.
15. Confidential Information. Each of the parties agrees to treat the terms of this Agreement and all information concerning the other party that is furnished or made available to a party in connection with this Agreement as confidential. However, Dealer grants Pinnacle the right to provide information to the Equipment manufacturer regarding customer credit applications originated through the Dealer, whether Pinnacle approved credit, the grading of the credit, whether the Contracts were funded, delinquency information and other information which may be requested by the Equipment manufacturer or deemed necessary or appropriate by Pinnacle.



16. Dealer's Indemnification. Dealer agrees to defend and indemnify Pinnacle from and against (i) all claims, liabilities and obligations of every kind and description, including legal fees and costs incurred by Pinnacle, arising out of or related to Dealer's business practices or arising out of Dealer's failure to comply with applicable laws and regulations, whether brought by a customer, regulatory agency or other person; (ii) all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or non-fulfillment of any representation, warranty, covenant or agreement on the part of Dealer under this Agreement; and (iii) all actions, suits, claims, proceedings, investigation, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and attorneys' fees) incident to any of the foregoing.
17. Waivers. Dealer waives notice of customer nonpayment; protest and notice of protest of Contracts by a customer; notice of the acceptance of this Agreement; and all other notices and demands to which Dealer might otherwise be entitled by law. Pinnacle may hold and apply any money or property of Dealer that come into Pinnacle's possession to any amounts that Dealer owes Pinnacle. If Pinnacle fails to exercise any rights granted under this Agreement, Pinnacle does not waive such rights, but all rights and remedies are cumulative and not alternative. Pinnacle is not responsible for the legal validity or sufficiency of any forms or other documents that Pinnacle may furnish to Dealer for Dealer's convenience. No waiver, modification, or change of this Agreement is valid unless accepted by Dealer and Pinnacle in writing.
18. Choice of Law; Venue. This Agreement and other transactions between the parties are governed and construed according to the internal laws of the State of Arizona. Any legal action deemed necessary by any party shall be brought in the Superior Court in and for Maricopa County, Arizona and the parties consent to the personal jurisdiction of that court. If a Dealer is brought in as a third party in a suit against a debtor, Dealer consents to the jurisdiction of the court where the suit is brought or other appropriate venue for debtor suits.
19. Termination. Either party may terminate this Agreement upon at least 10 days prior written notice to the other party. Notice to Pinnacle is deemed served when deposited in the United States mail addressed to Pinnacle at the address set forth above. Notice to Dealer is deemed served when deposited in the United States mail addressed to Dealer at the address shown above. Any termination by any party has no effect on any obligations or any transactions relating to Contracts purchased prior to the effective date of termination.
20. Binding. This Agreement binds and inures to the benefit of the successors or assigns of both Pinnacle and Dealer.
21. Counterparts; Facsimile Signatures. This Agreement may be executed in as many counterparts as may be convenient or required. Delivery by either party of a facsimile signature to this Agreement or to any conveyance document to assign any Contract shall be deemed as effective and binding delivery of an original signature to such document.
22. Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.
23. Further Assurances. Dealer will, whenever and as often as shall be reasonably requested to do so by Pinnacle, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary to complete or give notice of the transactions contemplated herein and to carry out the intent and purposes of this Agreement.



24. Entire Agreement. This Agreement represents the final agreement between the parties with respect to the matters discussed herein and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.
25. Attorneys' Fees. If either party shall default in the performance of any of the terms and conditions of this Agreement, the non-defaulting party shall be entitled to recover all costs, charges, and expenses of enforcing this Agreement including reasonable attorneys' fees and costs
26. Incorporation of Attachments. The Authorized Signer Certificate, Trade References and Financial References attached hereto are incorporated into this Agreement by this reference. Dealer represents and warrants that all of the information contained in the foregoing attachments is true and correct in all material respects.