

THE BOAT FINANCE DEALER AGREEMENT

This Dealer Agreement (the "Agreement") is made and entered into by and between Boat Finance, LLC a Florida limited liability company, ("Finance") and the Dealer ("Dealer") identified below on the signature page of this Agreement signed by Finance and Dealer on the date listed below the signatures.

WHEREAS, Dealer is engaged in the business of selling to prospective purchasers of (i) domestically-registered yachts, boats, or other water vessels and outboard motors ("Products")

WHEREAS, Dealer wishes to assist Finance in originating direct installment loans ("Loans") or retail installment contracts ("RIC") for the purchase of Products by individuals (each a "Borrower" or "Customer"); and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. Dealer Lines of Business Covered

This Agreement is effective upon the execution of this Agreement by Finance and Dealer, and covers Dealer-arranged loans or RICs (each a "Loan" or "Financing Transaction") for the financing of purchases by Borrowers of Products. Finance may from time to time designate one or more of its affiliates (each a "Designated Affiliate") to be a lender under a Loan or an assignee under a RIC, and any such Designated Affiliate shall have all of Finance's rights as set forth in this Agreement. Nothing in this Agreement shall require Dealer to submit any Financing Transactions, or any particular number or volume of Financing Transactions to Finance, nor shall anything in this Agreement require Finance to approve and accept any Financing Transaction, or any particular number or volume of Financing Transactions, originated by Dealer. This Agreement is applicable to any Financing Transactions submitted to Finance by Dealer during the time this Agreement is in effect.

2. Application, Approval and Acceptance Process

The process for approval by Finance of a Customer application for a Financing Transaction, the completion of Finance Documents (as defined in Section 2.1 of this Agreement), and the acceptance by Finance of such Financing Transaction and Finance Documents in connection therewith shall be as follows:

2.1. Finance Documents

2.1.1. Finance shall from time to time furnish Dealer with forms of documents or permit use by Dealer of forms of documents provided by others, such as application forms,

promissory notes, personal loan agreements, security agreements, disclosure forms and other documents in connection with the financing of a Product, whether in paper, electronic or other form ("Finance Documents"), as Finance, in its sole discretion, shall deem appropriate or necessary for a Financing Transaction; provided, however, that none of Dealer's documents which Dealer uses in connection with the sale of the Product shall be considered to be Finance Documents.

2.1.2. All Finance Documents shall be utilized and completed by Dealer with due care as set forth in instructions provided by Finance from time to time and in accordance with applicable law. Other than completion of blanks in such Finance Documents with correct and appropriate information, Dealer shall not alter, strike-out, or otherwise change any of the provisions of any of the Finance Documents, and shall not enter into any other agreement or understanding, written or otherwise, which amends, modifies, or affects the Finance Documents, without first obtaining Finance's express written consent specifically authorizing, in Finance's sole discretion, any such agreement or understanding.

2.1.3. Dealer's liability to Finance under this Agreement for compliance with applicable law does not extend to the form of such Finance Documents furnished by Finance or to actions taken by Dealer in connection with Finance Documents in conformity with instructions provided by Finance to Dealer in connection therewith or to information provided in Finance Documents by Dealer that has been verified by Finance to Dealer as acceptable, but such liability does include (i) any other failure or omission by Dealer with respect to the Finance Documents furnished by Finance, including but not limited to Dealer's failure to complete such Finance Documents properly, accurately or correctly or failure to deliver copies to Customers in a timely, proper and in the correct order, and (ii) all liability for or arising from use of any Finance Documents not furnished by Finance, notwithstanding any consent by Finance for use thereof by Dealer.

2.1.4. Dealer shall use the equipment, materials, manuals, forms, software, and the like provided by Finance to Dealer in accordance with Finance's instructions on use as provided from time to time by Finance.

2.1.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FINANCE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, IMPLIED OR EXPRESS, WITH RESPECT TO THE FINANCE DOCUMENTS AND ANY TRAINING MATERIALS OR INSTRUCTIONS IN CONNECTION THEREWITH PROVIDED TO DEALER.

2.2. Application for and Approval of Loans

Dealer shall assist Customers in completion of applications for Loans. Dealer shall send, transmit or otherwise provide completed applications, and any supporting materials required by Finance, to such office of Finance as Finance may designate for approval. Finance may conduct such credit investigation of any applicant as Finance, in its sole discretion, shall deem necessary and proper. Finance shall have the sole authority and responsibility for making all credit decisions concerning the granting of a Loan and the terms upon which any Loan will be made,

except to the extent that Finance authorizes Dealer to negotiate with the Customer any portion of the interest rate in connection with any Loan, which authorization may be provided in rate sheets provided to Dealer by Finance or otherwise in writing as Finance may determine, and, if Finance so authorizes Dealer, Dealer shall be solely responsible for any liability arising out of any claim, demand, or litigation in connection with such negotiation of such rate by Dealer. Dealer shall not represent to any Customer that any interest rate, or other term offered to the Customer in connection with any Loan is the "best available" or similar terminology. Dealer shall not represent, directly or indirectly, to any person that Dealer has the ability to approve any Loan on behalf of Finance. Finance shall notify Dealer of the action taken by Finance with respect to the application. Finance shall provide to the applicant the notices with respect to action taken and use of a consumer reporting agency required by the federal Equal Credit Opportunity Act, the Fair Credit Reporting Act and other applicable law solely for itself and not on behalf of Dealer. Dealer shall be responsible for any notices with respect to action taken and use of a consumer reporting agency required by the federal Equal Credit Opportunity Act, the Fair Credit Reporting Act and other applicable law to be given by Dealer, and Dealer shall only obtain a consumer report on any Customer from a consumer reporting agency if Dealer has a permissible purpose to do so under the Fair Credit Reporting Act and other applicable law. Any approval by Finance of an application for a Loan shall be conditional and shall be subject to Finance's subsequent acceptance of such Loan as provided in this Agreement. If Finance approves the application for such Loan, Dealer shall complete and have such approved Customers execute applicable Finance Documents in accordance with the instructions received from time to time by Dealer from Finance and in accordance with all applicable law. Dealer shall forward completed Finance Documents and any other documents related to the Financing Transaction to Finance in accordance with the procedures established from time to time by Finance. All Loans originated for Finance by Dealer under this Agreement shall be without recourse to Dealer. The foregoing sentence shall not affect Finance's rights with respect to breach of representation or warranty by Dealer or Dealer's indemnification obligations.

2.3. Title and Notation of Finance's Lien for Loans

With respect to any Product which secures such Loan, Dealer shall take all necessary steps to obtain or transfer title to the Product in or to, as applicable, the name of the Customer for such Loan, and to have properly noted on such title in accordance with applicable law the lien of Finance (or Finance's Designated Affiliate, if applicable), all in a timely fashion and so as to secure to Finance (or Finance's Designated Affiliate, if applicable) first lien position in such Product with priority over any other lien or encumbrance thereto including but not limited to that of any creditor of Dealer or any bankruptcy trustee for the bankruptcy estate of Dealer or the Customer.

2.4. Condition of Product

Dealer shall be responsible to ensure that the Product purchased with the proceeds of a Loan, (i) is the same Product identified in the certificate of origin, title or other document evidencing ownership of the Product; and (ii) is accepted by the Customer with all options, accessories and all services agreed to in writing by the Customer.

2.5. Insurance Verification

Prior to delivery of the Product for any Financing Transaction, Dealer shall verify that the Customer has in effect insurance for the Product in accordance with Finance's minimum coverage requirements and applicable law, including but not limited to collision, fire, theft, comprehensive, and personal injury insurance. Dealer shall not deliver any Product to the Customer if such insurance is not in full force and effect. It is further agreed and understood that the insurance described above on any Product must be maintained by the Customer, and Dealer hereby agrees that, in furtherance of the maintenance of such insurance, Dealer shall promptly: (i) forward to Finance any and all documents received by Dealer pertaining to such insurance; (ii) notify Finance upon receipt of any notice of cancellation or termination of insurance coverage; (iii) notify Finance of any insurance claim filed by Customer of which Dealer is aware; and (iv) notify Finance of any loss or damage sustained by Product, or of any theft thereof, of which Dealer is aware.

2.6. Acceptance by Finance of a Financing Transaction

Acceptance of any Financing Transaction and the Finance Documents related thereto shall be at Finance's sole discretion notwithstanding any review or approval given by Finance previously in connection therewith. Acceptance by Finance of any Financing Transaction and the related Finance Documents occurs only upon disbursement by Finance of payment therefor. Acceptance of any Financing Transaction and the related Finance Documents by Finance does not waive any breach by Dealer of any of Dealer's warranties, representations, obligations or agreements contained in this Agreement or otherwise or any failure of Dealer to perform any of its obligations or agreements under this Agreement or otherwise or any of Finance's rights with respect thereto. All of Dealer's warranties, representations, obligations and agreements with respect to any Financing Transaction and the related Finance Documents shall survive acceptance thereof by Finance.

2.7. Servicing and Collections

Finance shall undertake, at its sole cost and expense, all servicing of, and to collect all monthly payments to be made by a Customer under, any Financing Transaction represented by Finance Documents accepted by Finance. Dealer hereby authorizes Finance to notify any Customer of Finance's acceptance of the Financing Transaction and the related Finance Documents and to direct the Customer to make all payments under the Financing Transaction to Finance. Dealer shall not accept any payments from Customers in connection with any Financing Transaction (other than down payments in the case of Loans or RICs), and shall direct such payments to be made to Finance. Any such payments received by Dealer shall be deemed to be held in trust by Dealer for the benefit of Finance and shall be remitted to Finance in the exact form received except for any necessary endorsements. Dealer hereby constitutes Finance or anyone designated by Finance as Dealer's attorney-in-fact to endorse or otherwise negotiate any instruments or documents representing such payments in the name of Dealer, and the foregoing shall be a power coupled with an interest and shall not be revocable by Dealer. After acceptance by Finance, Dealer shall not take any action to collect any amounts due pursuant to Financing Transaction, repossess or, without Finance's consent, accept any return of, any Product in connection with any Financing Transaction, or bring any lawsuit by or on behalf or in the name

of Finance (or Finance's Designated Affiliate, if applicable) with respect to any Financing Transaction.

3. Payments to Dealer

The process for payments by Finance to Dealer for a Financing Transaction shall be as follows:

3.1. Disbursement Amount

Unless otherwise specifically agreed in writing at the time of acceptance of any Financing Transaction and the related Finance Documents under this Agreement, Finance shall disburse to Dealer: (i) in the case of a Loan or, an amount equal to the outstanding balance of the amount financed of the Loan, less any portion(s) thereof payable to Finance or to be disbursed by Finance to any third party. Finance may from time to time specify the maximum disbursement amount payable in connection with a Financing Transaction, including the maximum amount financed of a Loan, as applicable, or the maximum amount of any particular product or service that Finance will finance as part of any Financing Transaction (each such maximum amount referred to herein as a "Disbursement Cap"). If any Disbursement Cap is exceeded with respect to a particular Financing Transaction, (i) Finance may refuse to accept such Financing Transaction or (ii) Finance may elect to accept such Financing Transaction., adjust the disbursement amount to comply with the Disbursement Cap, and, if such Financing Transaction pays in full and does not default, pay or credit to Dealer in accordance with Finance's procedures the amount that was in excess of the Disbursement Cap. Any amounts payable by Finance to Dealer hereunder (i) shall not bear interest or similar increase or be subject to any claim by Dealer for interest or similar increase and (ii) shall be subject to set off in the discretion of Finance for any amounts owed by Dealer to Finance or any affiliate of Finance under this Agreement or otherwise.

3.2. Dealer Fee

Unless otherwise specifically agreed in writing at the time of acceptance of any Financing Transaction and the related Finance Documents under this Agreement, Finance will pay Dealer a fee for each Financing Transaction (the "Dealer Fee") as set forth in the applicable Dealer Fee schedule then in effect between Finance and Dealer. Current Dealer Fee Schedule is attached as Appendix A. Except as provided in Section 6.3 of this Agreement with respect to purchase or repurchase, as the case may be, by Dealer of a Financing Transaction, any provision governing recapture of all or any portion of the Dealer Fee paid by Finance for any Financing Transaction shall be as set forth in the Dealer Fee schedule between Finance and Dealer under which the Dealer Fee for that Financing Transaction was determined. Finance shall have the right to discontinue or alter the Dealer Fee and recapture provisions upon written notice sent to Dealer. To the extent any Dealer Fee is determined based on the rate charged to the Customer for the Financing Transaction, the rate used to determine the Dealer Fee shall not exceed any maximum rate or rate caps applicable to the Financing Transaction as set forth in the rate sheet or other schedule applicable under Finance's procedures to that particular Financing Transaction. Any amounts payable by Finance to Dealer hereunder shall be subject to set off in the discretion

of Finance for any amounts owed by Dealer to Finance or any affiliate of Finance under this Agreement or otherwise.

3.3. Method of Payment

This Agreement, the applicable Dealer Fee schedule and any payment agreement or addendum in effect at the time between Finance and Dealer shall govern the method by which Finance will pay Dealer for Financing Transactions originated pursuant to this Agreement and matters related to such payments. All payments under this Agreement shall be in United States Dollars.

4. Additional Dealer Obligations

Dealer shall have additional obligations under this Agreement as follows:

4.1. Additional Product

If any insurance, warranty, service contract, GAP coverage, debt cancellation, debt suspension or other product or service (each an "Additional Product") is offered or sold by or through Dealer in connection with any Financing Transaction, Dealer shall take any and all necessary action to cause such Additional Product to become effective, and shall comply with all applicable law governing disclosure, offering, sale, or any other matters to be performed by Dealer in connection with such Additional Product. Except for any Additional Product provided to Dealer by or through Finance, Dealer assumes all risk and liability for any Additional Product offered or sold by or through Dealer in connection with any Financing Transaction and for any claims or disputes from customers regarding any such Additional Product, notwithstanding any permission from Finance for Dealer to offer or sell such Additional Product. Dealer shall remit to the Customer any unearned premium or unearned charge in the event of cancellation of any Additional Product; provided, however, that in the event that any such premium or charge has been financed pursuant to any Financing Transaction and the Financing Transaction has not been paid off in full, any refund of any such premium or charge shall be remitted to Finance to be applied to payment of the balance owing under the Financing Transaction.

4.2. Dealer Signing Authority

Finance shall be entitled to rely on the authority of anyone reasonably believed by Finance to be authorized by Dealer to sign any documents or instruments by or on behalf of Dealer, whether or not such person(s) has been identified as an authorized signer, and Finance shall have no duty to determine, and shall lose none of its rights and remedies for failing to determine, whether any person(s) signing any documents or instruments by or on behalf of Dealer is authorized.

4.3. Dealer Licensing

Dealer shall obtain and maintain for the full term of this Agreement, or any longer period as required by applicable law, all licenses, permits or other approvals required by applicable law

in connection with the operation of Dealer's business and the performance by Dealer of Dealer's transactions and obligations under this Agreement.

4.4. Further Assurances

Dealer shall execute and deliver to Finance, upon Finance's request, such instruments and assurances as Finance deems necessary or appropriate to confirm or perfect Finance's interest in any Financing Transaction or any collateral therefor.

4.5. Dealer Changes

Dealer shall provide written notice to Finance of any significant changes in Dealer's organization, including but not limited to the following: (i) any change of legal entity, such as a dissolution, merger, consolidation, reorganization, death of a principal shareholder, general partner, manager or member, or owner of a sole proprietorship, or conversion of one form of legal entity to another; (ii) any material change in direct or indirect ownership or control of Dealer, and (iii) any material change in the nature of Dealer's business, transfer of assets other than in the ordinary course of business, or failure to operate as a going concern in substantially the same type of business. Such notice shall be provided at least thirty (30) days prior to such change or, if unknown to Dealer at that time, at the earliest time thereafter that such change becomes known to Dealer.

4.6. Notices

Other than notices specifically required by this Agreement, Dealer shall, and hereby does, waive presentment demand for performance, notice of non-performance, protest, notice of protest, and notice of dishonor with respect to any obligation of Dealer to Finance under this Agreement. Further, Dealer shall, and hereby does, waive notice of acceptance of any Finance Documents by Finance.

4.7. Tax Advice

Dealer shall not provide or attempt to provide any tax advice to any Customer concerning any Financing Transaction or the Customer's obligations thereunder.

4.8. Dealer's Authority

Dealer shall not hold itself out as having any greater authority to act for Finance beyond the actual limited authority granted pursuant to this Agreement, and shall not by any action or omission cause any Customer or any other person to conclude that the scope of Dealer's authority to act on behalf of Finance is any greater than it actually is pursuant to this Agreement. Any authorization under this section shall not relieve Dealer of any of its warranties, representations, obligations, agreements or indemnities under this Agreement.

5. Mutual Representations and Warranties

Each of the parties to this Agreement represents and warrants to the other at the time of execution of the Dealer Agreement that:

5.1. Authorization

Such party is duly and legally authorized to enter into this Agreement and has complied with all laws, rules, regulations, charter provisions and bylaws to which it may be subject, and has obtained all corporate or other organizational authority required, and that the representative of such party who has signed this Agreement is authorized to act on behalf of and bind such party to the terms of this Agreement.

5.2. Binding Obligations

Assuming due authorization, execution and delivery by the other party, this Agreement and all of the obligations of each party hereunder are the legal, valid and binding obligations of such party, enforceable in accordance with the terms of this Agreement, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

5.3. No Breach or Default

The execution and delivery of this Agreement, and any addenda, exhibits or schedules thereto, and the performance of such party's obligations hereunder by such party will not conflict with any provision of any law or regulation to which such party is subject or conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which such party is a party or by which it is bound or any order or decree applicable to such party.

6. Representations and Warranties of Dealer With Respect to Financing Transactions: Purchase/Repurchase Obligations.

With respect to each Financing Transaction originated by Dealer pursuant to this Agreement and the related Finance Documents, Dealer represents and warrants that:

6.1. The Finance Documents have been utilized, completed and, if applicable, executed, in accordance with Finance's instructions and in conformity with this Agreement and Dealer's obligations thereunder;

6.2. In the case of Finance Documents furnished by Finance, the portions of the Finance Documents completed by Dealer, and all other aspects of the Financing Transaction conducted by Dealer, comply in all respects with applicable law;

6.3. In the case of Finance Documents permitted by Finance to be used by Dealer, but not furnished by Finance, the Finance Documents and all other aspects of the Financing Transaction conducted by Dealer comply in all respects with applicable law;

6.4. The identity of each Customer is genuine and was verified by the Dealer by viewing the Customer in person and verifying their identity as shown on their current driver's license (or other identification approved in advance by Finance) issued by the state or the District of Columbia in the United States of America in which the Customer resides;

6.5. At the time of signing the Finance Documents, the Customer had, and the Dealer obtained a copy of, a current and valid driver's license issued by the state in the United States of America or the District of Columbia in which the Customer resides, unless the Customer was subject to a physical disability or other restriction that would prevent the Customer from obtaining a driver's license, in which case the Customer had, and the Dealer obtained a copy of, another form of identification approved by Finance;

6.6. The Product purchased with the proceeds of the Financing Transaction has been purchased for the use and benefit of the Customer and payments will be primarily made by the Customer for the Customer's own benefit;

6.7. All signatures on the Finance Documents are genuine and duly authorized, and each Customer had, at the time of signing any Finance Documents, the full legal capacity to contract and was neither a minor nor an incompetent;

6.8. At the time of acceptance of the Financing Transaction by Finance, the Finance Documents and the related Financing Transaction are valid, genuine, accurate, complete, and enforceable in accordance with their terms;

6.9. The Finance Documents requiring the Customer's signature were completed prior to execution by the Customer;

6.10. A copy of each of the Finance Documents has been provided to the Customer at the time and in the manner required by applicable law, or in the absence of any requirement by applicable law, in accordance with Finance's instructions;

6.11. All documents or instruments signed on behalf of Dealer and any other instructions given to Finance on behalf of Dealer have been duly authorized by Dealer;

6.12. No information contained in the Customer's application has been altered or modified by Dealer, and Dealer has not advised or suggested to the Customer the reporting or omission of any information in the application or any other document in connection with the Finance Documents or the related Financing Transaction other than what the Customer knows to be true, correct, and not misleading;

6.13. The Finance Documents fully and accurately represent, describe, and disclose the Financing Transaction approved by Finance for the Customer, and Dealer has made no representations, agreements or otherwise taken any action, or omitted to take any action, which would affect the enforceability, accuracy and sufficiency of the Finance Documents in accordance with their terms;

6.14. The Finance Documents provided by Dealer to Finance constitute the entire agreement of the Customer with respect to the Financing Transaction, and no other agreement, oral or written, that was not furnished or permitted by Finance for use in a Financing Transaction was executed by the Customer or given by Dealer to the Customer in connection with the Financing Transaction;

6.15. If the Finance Documents in connection with any Loan or RIC reflects a cash down payment, said down payment shall actually have been made by the Customer in cash and no part of the cash down payment shall have been loaned, given, or credited by Dealer to the Customer or is the result of any other assistance of Dealer;

6.16. At the time of acceptance of the Financing Transaction by Finance, there has been no default by the Customer under any of the terms of the Finance Documents, and none of the outstanding balance, payments or other obligations of the Customer thereunder have been waived, forgiven or otherwise canceled by Dealer nor has Dealer made any promise or agreement, orally or in writing, to waive, forgive or otherwise cancel the same;

6.17. No defenses to the enforcement of any Finance Documents and to the right to collect the full amount owing thereon, and no facts or circumstances supporting such defenses or any claims against Finance based on acts or omissions of Dealer, exist at the time of acceptance of the Finance Documents by Finance.

6.18. At the time Finance's security interest in any collateral for a Loan is perfected, except for any ownership interest of the Customer shown on any certificate of title, no other person shall have any lien, judgment, encumbrance, or other interest in the collateral securing the related Loan;

6.19. The proceeds of the Loan financed a good faith sale of the Product described in the Financing Documents with the Customer; and

6.20. Dealer has timely and duly filed or recorded any document and taken all other actions necessary to perfect Finance's lien or security interest as a first perfected lien in the collateral for a Loan or RIC as against any person (including, but not limited to, any creditor of Dealer or any bankruptcy trustee for the bankruptcy estate of Dealer or the Customer) in accordance with applicable law.

7. Purchase/Repurchase of Financing Transaction by Dealer for Breach

7.1. Upon receipt of a written demand from or on behalf of Finance to Dealer of a breach of this Agreement with respect to a particular Financing Transaction, Dealer shall have sixty (60) days to cure such breach to the reasonable satisfaction of Finance or pay to Finance in immediately available funds the purchase price for the particular Financing Transaction. The purchase price for any such Financing Transaction shall be: (i) in the case of a Loan or RIC, an amount equal to the then outstanding principal balance thereof together with any accrued and unpaid interest and other charges; plus (ii) in the case of any Financing Transaction, the amount of any Dealer Fee paid by Finance to Dealer with respect to such Financing Transaction.

7.2. Upon payment to Finance of the purchase price, the Financing Transaction which is the subject thereof shall be transferred by appropriate endorsement or assignment to Dealer (unless another party has an interest therein prior to Dealer), but all such endorsements and assignments shall be without recourse upon Finance and without warranties, express or implied, on the part of Finance. Finance's right to demand the purchase price of any such Financing Transaction is not waived because of Finance's failure to make prompt demand therefor or because any instrument or other payment form for the payment by Finance for any Financing Transaction was paid or was not returned by Finance within any applicable time limits for the return or rejection of such items. Dealer's obligation to pay such purchase price shall not be affected by any modification by Finance of any Finance Document or the Financing Transaction or the exercise, or failure to exercise, of any rights Finance may have against the Customer.

7.3. Dealer further waives any right to require Finance, as a condition of payment to Finance of such purchase price, (i) to proceed against any person, (ii) to proceed against or exhaust any of the Financing Transactions or the collateral therefor, (iii) to obtain any determination by any court or governmental agency with respect to any breach of representation or warranty giving rise to Dealer's obligation to pay such purchase price, or (iv) to pursue any other remedy in Finance's power as against any other persons or property.

8. Indemnification

The parties agree to the following indemnification obligations:

8.1. Indemnification by Dealer

Subject to the provisions of Section 7.3, Dealer shall indemnify and hold harmless Finance and any affiliate of Finance, and any officer, director, employee or agent thereof, from and against any and all liabilities, expenses, losses and damages (including but not limited to reasonable attorneys' fees and court costs at the trial and all appellate levels) arising out of any claim or dispute brought by a third party unaffiliated with Finance with respect to: (i) any breach

by Dealer of any of Dealer's warranties, representations, covenants or agreements contained in this Agreement or in any instrument of assignment, or any failure of Dealer to perform any of its obligations under this Agreement or any instrument of assignment; (ii) any Additional Product (as defined in Section 4.2 of this Agreement) offered or sold by Dealer in connection with any Financing Transaction, except with respect to any claim or dispute arising from acts or omissions of Finance with respect to any Additional Product provided to Dealer by or through Finance; or (iii) any failure by Dealer to comply with any requirement of applicable law. The provisions of this Section 8.1 shall not be construed to limit any purchase or repurchase obligation of Dealer under this Agreement or any other rights or remedies that Finance may otherwise have under this Agreement or applicable law or in equity.

8.2. Indemnification by Finance

Subject to the provisions of Section 7.3, Finance shall indemnify and hold harmless Dealer and any affiliate of Dealer, and any officer, director, employee or agent thereof, from and against any and all liabilities, expenses, losses and damages (including but not limited to reasonable attorneys' fees and court costs at the trial and all appellate levels) arising out of any claim or dispute brought by a third party unaffiliated with Dealer with respect to: (i) any breach by Finance of any of Finance's warranties, representations, covenants or agreements contained in this Agreement, or any failure of Finance to perform any of its obligations under this Agreement; (ii) the Finance Documents furnished by Finance or training provided by Finance and used for Financing Transactions (but Finance's indemnification hereunder shall not extend to any liabilities, expenses, losses or damages resulting from alteration or modification of such Finance Documents by Dealer, errors or omissions by Dealer in completion of information on such Finance Documents, statements or other actions by Dealer, use of such Finance Documents or training by Dealer erroneously or contrary to Finance's instructions or applicable law, or use of any Finance Documents not furnished by Finance notwithstanding Finance's permission for Dealer to use such Finance Documents), or (iii) any failure by Finance to comply with any requirement of applicable law. The provisions of this Section 8.2 shall not be construed to limit any other rights or remedies that Dealer may otherwise have under this Agreement or applicable law or in equity.

8.3. Defense of Actions

8.3.1. **Notice.** Promptly after receipt by any indemnified party under Section 8.1 or 8.2, as the case may be, of notice of the commencement of any lawsuit or other legal action, whether in court, by arbitration, in an administrative proceeding or otherwise (any such lawsuit or other legal action referred to in this Section 8.3 as an "Action"), such indemnified party shall notify the indemnifying party in writing of the commencement of the Action if the indemnifying party is not also a party to such Action; provided, however, that the failure to notify an indemnifying party when required hereunder shall not relieve it from any liability which it may have under Section 8.1 or 8.2, as the case may be, except to the extent it has been materially prejudiced by such failure; and provided further, however, that the failure to notify any indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under this Agreement.

8.3.2. Retention of Counsel; Attorneys' Fees and Costs. The indemnifying party shall reimburse the indemnified party on demand for the reasonable fees and expenses of counsel employed by the indemnified party to defend itself in any Action with respect to the claims or other matters for which indemnification is required pursuant to Section 8.1 or 8.2, as applicable. The indemnified party may, in its sole discretion, tender the defense of an Action to the indemnifying party, and thereupon the indemnifying party shall employ counsel reasonably satisfactory to the indemnified party to defend the indemnified party in such Action with respect to the claims or other matters for which indemnification is required pursuant to Section 8.1 or 8.2, as applicable. Following acceptance by the indemnifying party of defense of the indemnified party pursuant to tender of the defense thereof by the indemnified party and retention of reasonably satisfactory counsel, the indemnifying party shall have no obligation with respect to any subsequent fees and expenses of any separate counsel retained by the indemnified party, unless: (i) the indemnifying party has given specific written authorization undertaking to pay the fees and expenses of separate counsel, or (ii) the actual or potential defendants in, or targets of, such Action include both the indemnifying party and the indemnified party and counsel retained by the indemnifying party cannot adequately represent both the indemnifying party and such indemnified party in light of the claims and defenses that each intends to raise.

8.3.3. Settlement. The indemnifying party shall not be liable to indemnify the indemnified party under Section 8.1 or 8.2, as the case may be (other than for attorneys' fees and costs as provided in Section 8.3.2), for the amount of any settlement of any Action effected by the indemnified party without the written consent of the indemnifying party, which consent shall not be unreasonably withheld. If the indemnifying party is defending the Action on behalf of the indemnified party pursuant to tender of the defense thereof by the indemnified party, the indemnifying party shall not, without the prior written consent of the indemnified party, effect any settlement of the Action for which indemnification is provided pursuant to Section 8.1 or 8.2, as the case may be, unless such settlement (x) includes a statement that the indemnified party does not admit fault, culpability or a failure to act, and (y) includes an unconditional release of such indemnified party from all liability with respect to such Action.

8.3.4. Indemnification Payment. If the Action is settled or if there be a final judgment or other final determination in any such Action for the party bringing such Action, which judgment or other final determination is not subject to appeal or not stayed pending appeal, the indemnifying party agrees to pay the amount of the settlement, judgment or other final determination to the indemnified party with respect to any loss or liability covered by the applicable indemnities set forth in Section 8.1 or 8.2, as the case may be, by reason of such settlement or judgment or other final determination within thirty (30) days after such settlement or judgment or other final determination.

9. General Provisions

The parties agree to the following additional provisions:

9.1. Advertising and Promotion

Neither party shall, without the prior written consent of the other party, refer to the other party in any manner in any advertisements and promotions.

9.2. Further Remedies

The prevailing party in any litigation between the parties under this Agreement shall be entitled to its reasonable attorney's fees and other costs of enforcing its rights under the Agreement or at law or in equity. All rights and remedies of the parties, whether provided for in this Agreement or in other instruments or documents executed by a party, or at law or in equity, are cumulative and not alternative or exclusive and may be enforced successively or concurrently. No exercise, in whole or in part, by a party or delay by a party in the exercise of any rights or remedies shall be deemed to waive or exhaust such rights or remedies.

9.3. Relationship of Parties

Finance and Dealer are independent contractors, and neither party to this Agreement is a partner, joint venturer or agent of the other in connection with any Financing Transaction, or the Finance Documents or the sale transaction related thereto. Dealer agrees that Dealer, and not Finance, shall be responsible for any statements, promises, or other representations of Dealer in connection with the Financing Transaction and the sale, or attempted sale, of any Product [or Additional Product] financed, offered, sold, or otherwise discussed by Dealer in connection with any Financing Transaction.

9.4. Amendment or Replacement of this Agreement

This Agreement may be amended from time to time by Finance upon ten (10) days prior written notice, which written notice may be in paper or electronic form, and if in electronic form may be provided to Dealer through electronic mail or through the Internet or other electronic portal used by Finance to communicate with Dealer. Dealer's continued forwarding to Finance of Finance Documents for acceptance after the effective date of an amendment shall be deemed to be Dealer's acceptance of such amendment. The timing of this notice requirement does not apply to any amendment deemed by Finance to be applicable immediately for security purposes or required by applicable law, but Finance will provide notice of such amendment as soon as reasonably feasible. This Agreement may also be amended by a writing signed by the parties hereto. Finance may replace this Agreement by providing Dealer with a paper or electronic copy of such replacement agreement or by making such replacement agreement available to Dealer through the Internet or other electronic portal used by Finance to communicate with Dealer. Finance may replace any such replacement agreement in the same manner. Any replacement agreement shall be effective ten (10) days after Finance provides Dealer with a copy thereof or makes such replacement agreement available as indicated above, or such longer time as Finance shall indicate in connection with such replacement agreement, and such replacement agreement shall apply to all Financing Transactions submitted to Finance by Dealer after the effective date of such replacement agreement.

9.5. Termination of this Agreement

This Agreement may be terminated (i) by Dealer or Finance at any time by the sending of written notice of termination to the other party, which written notice may be in paper or electronic form, and if in electronic form may be provided through electronic mail or through the Internet or other electronic portal used by Finance to communicate with Dealer or (ii) by Finance if Finance replaces this Agreement as provided in Section 9.4. Such termination shall in no way affect, and this Agreement shall remain fully operative as to, any transactions entered into, or rights granted or obligations incurred, prior to the receipt of such written notice by the party to whom given or such later effective date as specified in such notice, or prior to the effective date of any replacement agreement. No termination shall relieve Dealer or Finance from any responsibility or obligation under this Agreement with respect to any Financing Transaction or the related Finance Documents prior to the effective date of such termination. Upon termination of this Agreement by written notice, Dealer shall immediately return to Finance all forms, documents, software, training materials, equipment, and any other materials provided by Finance to Dealer.

9.6. Successors

This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties. The rights and obligations of Dealer under this Agreement shall not be assigned without the prior written consent of Finance. This Agreement may be assigned by Finance to any affiliate of Finance, and any Finance Designated Affiliate shall be a third-party beneficiary of this Agreement and shall have all of Finance's rights under this Agreement.

9.7. Notices

All notices required or permitted under this Agreement shall be in writing and shall be sent by (i) overnight delivery service, (ii) certified mail return receipt requested, (iii) personal delivery, (iv) facsimile or electronic mail, followed by any of the three foregoing methods of delivery or (v) with respect to the matters covered by Sections 9.4 and 9.5 of this Agreement, in the manner specified in those sections. Notices shall be sent to the physical address, and in the case of facsimile or electronic mail delivery, the facsimile telephone number or electronic mail address, as identified, on the signature page of this Agreement, or such other physical address, facsimile telephone number or electronic mail address of which notice pursuant to this section is provided to the other party, and in the case of the matters covered by Sections 9.4 and 9.5 of this Agreement, in the manner specified in those sections to the extent different than the foregoing. Any notice given pursuant to this Agreement shall be deemed given when received at such physical address, facsimile telephone number or electronic mail address, as applicable or as in accordance with Sections 9.4 or 9.5 of this Agreement.

9.8. Headings

The captions used in the Agreement are for reference purposes and shall not be considered a part of this Agreement.

9.9. Governing Law

This Agreement is deemed made in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the conflicts law of that state.

9.10. Entire Agreement

This Agreement, Dealer Fee schedule (Appendix A), payment agreement and any other addendum, schedule or exhibit hereto, is the complete agreement of the parties hereto with respect to the subject matter thereof. This Agreement supersedes any prior agreement between the parties with respect to the financing of RV, Marine product or other product and services by or through Dealer.

9.11. Notice of Claims

Dealer shall promptly notify Finance and forward a copy of every demand, notice, summons, or other process received by Dealer that relates to any Financing Transaction accepted by Finance pursuant to this Agreement.

9.12. Compliance with Applicable Laws

Dealer agrees to comply with all applicable federal, state and local laws. Without limiting the generality of the foregoing, the laws that Dealer agrees to comply with include but are not limited to: the Truth-in-Lending Act; applicable federal, state and local fair lending laws (as more particularly outlined below in Section 9.14); the Fair Credit Reporting Act; Federal Trade Commission regulations; applicable privacy, information security and communication laws (as more particularly agreed to below in section 9.13); all other federal, state and local consumer credit and consumer protection statutes; and instructions and requirements given to Dealer by Finance through communications with Dealer. More particularly and without limiting the general obligation to comply with all laws, Dealer agrees further as follows:

9.12.1. Compliance with Privacy, Information Security and Communication Laws. Finance and Dealer acknowledge and agree that they are joint users of information provided to the other with respect to (1) a Financing Transaction, (ii) each Customer in connection therewith, and (iii) the related sale or transfer of Product or other property. Upon disclosure of such information to the other party, such information shall thereupon become the property of the receiving party as well as remaining the property of the disclosing party. Neither party shall make any disclosure of or use any non-public personal information of individual persons which it receives from the other party or on the other party's behalf pursuant to this Agreement other than to carry out the purposes for which such information is received or as otherwise permitted or required by applicable law or legal process. Each party shall implement reasonable security measures consistent with applicable industry standards and applicable law to safeguard such non-public personal information. Each party shall implement appropriate measures properly to dispose of any information relating to Customers, whether such information is in paper, electronic or other form. To the extent that either party hereto is

functioning as a service provider for the other party with respect to nonpublic personal information of individual persons belonging to the other party, such servicing party agrees to notify the other party as soon as reasonably possible in the case of unauthorized access to such non-public personal information belonging to the other party, and the parties agree in such case that the servicing party shall fully cooperate with the other party in connection with the other party's investigation and response program with respect to such unauthorized access. Each party agrees to receive from the other party, and hereby expressly authorizes the other party to send or make, communications to such receiving party (whether such communications are characterized as advertisements or not) in any form or medium, including but not limited to facsimile transmissions, voice or automated telephone calls, electronic mail, physical documents and paper-based communications, subject to the requirements of Section 9.12.1. Dealer shall take all actions reasonably required by Finance to enable Finance and/or Dealer to comply with applicable law and reporting requirements of applicable law, including but not limited to any requirements with respect to homeland security, immigration or export controls, terrorist financing, anti-money laundering, the Bank Secrecy Act, the Patriot Act, and the Office of Foreign Asset Control. Finance and/or any government regulator of Finance shall have the right from time to time, and at Finance's expense, to monitor or audit, directly or through a third party, Dealer's privacy, data security, and information disposal practices and procedures, and Dealer shall cooperate in all reasonable respects with any such monitoring or audit required by Finance and/or any government regulator of Finance, and shall provide to Finance or to Finance's government regulators, as applicable, all information reasonably requested in connection therewith.

9.12.2. Fair Lending

Dealer, its agents and employees shall not discriminate against any applicant or potential applicant on a prohibited basis under applicable federal, state or local fair lending laws, including without limitation, setting interest rates on Financing Transactions. Dealer, its agents and employees agree to fully comply with all fair lending laws including but not limited to the Equal Credit Opportunity Act, the Americans with Disabilities Act, Federal Reserve Board Regulation B, the Federal Fair Credit Reporting Act, and all similar state and local laws and regulations. Finance shall in no way be responsible for Dealer's compliance with such laws and regulations. Finance may choose to monitor or independently verify Dealer's compliance with such laws and regulations. If Finance discovers that there are compliance violations or fair lending risks associated with the Dealer, Finance may take any action, in its sole discretion, it deems necessary to mitigate the issues or risks discovered. These actions include but are not limited to: lowering of Customer's interest rate (which may include recapture of all or a portion of the Dealer Fee from Dealer); termination of the Dealer Agreement under Section 9.5; a demand for indemnity from Dealer under Section 8.1; a demand for Purchase/Re-Purchase of a particular Financing Transaction under Section 7.5; and/or any other action Finance, in its sole discretion, determines is necessary and appropriate to mitigate the issues or risks identified.

9.12.3. Risk Based Pricing Notices

The Federal Fair Credit Reporting Act and applicable regulations issued thereunder (the "Risk Based Pricing Rule") require, on or after January 1, 2011, a creditor to whom the obligation is initially payable to provide to the obligated consumer either (i) a risk based pricing notice or (ii)

an alternative notice under an applicable exception specified in the Risk Based Pricing Rule. With respect to a Loan, the Risk Based Pricing Rule provides that (i) Finance may arrange to have Dealer provide on behalf of Finance for Loans the applicable notice required by the Risk Based Pricing Rule and (ii) Finance may select from among several options in accordance with the Risk Based Pricing Rule the particular form and type of notice to be used. In accordance with the foregoing, Dealer agrees that for Loans it will use the "other extensions of credit – credit score disclosure" exception specified in the Risk Based Pricing Rule (in particular, 12 C.F.R. 222.74(e)) and will provide the model form of notice specified in the Risk Based Pricing Rule for use with that exception (in particular, Appendix H-4 to 12 C.F.R. Part 222) to each applicant for a Loan. Finance may decide to send to the Dealer a completed credit score disclosure exception notice to deliver to the Borrower. If Finance provides to the Dealer a completed exception form to provide to the Borrower, the Dealer agrees to give the Finance provided exception form to the Borrower at or before consummation of the Loan. The Dealer agrees to not close a Loan unless and until the Borrower receives an appropriate credit score exception notice as required by the Risk Based Pricing Rule and this Agreement. Finance and/or any government regulator of Finance shall have the right from time to time, and at Finance's expense, to monitor or audit, directly or through a third party, Dealer's compliance with the Risk Based Pricing Rule. Dealer shall cooperate in all reasonable respects with any such monitoring or audit required by Finance and/or any government regulator of Finance, and shall provide to Finance or to Finance's government regulators, as applicable, all information reasonably requested in connection therewith.

SIGNATURE PAGE

The Dealer listed below (i) intends to engage the lines of business described in Paragraph 1 of this Agreement; (ii) agrees that Dealer and each Financing Transaction submitted to Finance for approval is subject to the terms and conditions of Finance's Dealer Agreement in effect at the time such Financing Transaction is submitted to Finance by Dealer for approval; (iii) agrees that such Dealer Agreement may be in paper or electronic form, and may be made available to Dealer from time to time through an Internet website or electronic portal, and (iv) agrees to comply with Finance's instructions and procedures provided by Finance to Dealer as applicable from time to time to Financing Transactions. Finance accepts Dealer as an originator of Financing Transactions in accordance with the terms and conditions of Finance's Dealer Agreement.

Date of Agreement:

Dealer Name:	Boat Finance LLC ("Finance")
Dealer Address:	Finance's Address:
Dealer Facsimile Number:	Finance's Phone Number:

Dealer E-mail Address:	
For the Dealer Name above: By: _____ Typed Name: Title: CEO	For Boat Finance LLC: By: _____ Typed Name: Title:

APPENDIX A
BOAT FINANCE LLC
DEALER AGREEMENT FEE SCHEDULE
(Dealer)

This Dealer Agreement Fee Schedule is part of the Dealer Agreement between Boat Finance LLC ("Finance") and the Dealer covered by this Dealer Agreement ("Dealer").

Payment of Dealer Fee

For each qualified Loan or RIC originated on behalf of Finance by Dealer, Finance will pay Dealer a Dealer Fee for each Loan or RIC.

Finance's Dealer Fees, buy rates, maximum rates or rate mark-up caps will be as set forth in program guidelines, rate sheets, other communications or schedules provided by Finance to Dealer from time to time.

On a monthly basis, Finance will remit to Dealer the aggregate gross Dealer Fees for the previous month's Loans, less both of the following deductions: (i) any applicable recapture of any current or prior Dealer Fees, and (ii) any other amounts then owed by Dealer to Finance. If in a given month the sum of all amounts deducted exceeds the aggregate gross Dealer Fees for that month, Finance will bill Dealer for the excess and Dealer agrees to remit payment to Finance for such excess within 10 days of the billing. In Finance's sole discretion, Finance may choose to remit Dealer Fees on a more frequent basis to Dealer. In which case, Finance may bill Dealer for any applicable recapture of any current or prior Dealer Fees, and any other amounts then owed by Dealer to Finance.

Recapture of Dealer Fee

If at any time before the first 6 payments are collected on the Loan or RIC when due, there is a default by the Borrower and acceleration of the Borrower's obligation by Finance as a result of that default with respect to the Loan, there is a recapture by Finance from Dealer of the amount of the full Dealer Fee for that Loan or RIC. Other than a default, if the Loan or RIC is paid in full in any manner prior to the collection of the first 6 payments, there is a recapture by Finance from Dealer the amount of the full Dealer Fee for that Loan.