

PREMIER DEALER AGREEMENT

APPENDIX C-4: PERSONAL GUARANTEE

1. Each undersigned Guarantor unconditionally personally guarantees Premier Dealer's financial obligations to QDI under the Premier Dealer Agreement, the Credit Agreement, and any and all other agreements between QDI and Premier Dealer. Guarantor agrees that this obligation includes, but is not limited to, an obligation to ensure that QDI is paid, fully and promptly, for all indebtedness, obligations, and/or liabilities of Premier Dealer to QDI (of any nature), including finance and other charges, whether now existing or hereafter created or arising, even if such obligation by Guarantor exceeds what Guarantor understands to be the line of credit applied for or obtained by Premier Dealer from QDI and/or otherwise exceeds what Guarantor believes to be its potential exposure under this Guarantee. Guarantor understands that this obligation will cover not only the amounts owed by Premier Dealer to QDI for any reason, but also any expenses (including, but not limited to, attorneys' or collection agency fees) incurred by QDI to collect the amounts due and owing by Premier Dealer to QDI from Premier Dealer or Guarantor. Guarantor agrees that it will take any and all action it deems necessary to protect its own interests *vis a vis* Premier Dealer, including, but not limited to, ensuring that Premier Dealer keeps it apprised of any developments or issues with its business that may impact Guarantor's obligations to QDI under this Guarantee and that QDI has no obligation to notify or keep Guarantor apprised of such developments.

2. Guarantor agrees that its obligations hereunder will not be affected by any later agreements by Premier Dealer or any other third parties who or which might also agree to guarantee Premier Dealer's obligations to QDI. Guarantor's obligations to QDI under this Guarantee will remain in full force and effect and unabated by such. Guarantor waives all notices and demands of any kind, and hereby consents to any arrangement of any nature between Premier Dealer and QDI, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of any obligations or indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Guarantor agrees that QDI may release or relinquish any security now or hereafter held for any obligations or indebtedness hereby guaranteed by Guarantor without such being deemed to be a discharge or release (in any way) of Guarantor of its liability to QDI under this Guarantee.

3. Guarantor agrees that this Guarantee is enforceable against Guarantor regardless of whether QDI first takes or institutes any action against Premier Dealer or others for the underlying debt. Guarantor agrees that any incorporation, merger, reorganization or sale of Premier Dealer's business will not be deemed to be a termination of this Guarantee, even if QDI consents (expressly or otherwise) to such. Guarantor understands that this Guarantee shall continue in full force unless and until notice in writing of Guarantor's termination of its obligations hereunder is provided to QDI. Guarantor agrees that such notice can only be provided by sending same by registered or certified mail, return receipt requested, to QDI and that notice provided in any other manner will not be deemed to be effective.

4. Guarantor agrees that the terms of the Premier Dealer Agreement, Credit Agreement, and all other agreements between QDI and Premier Dealer are incorporated herein by this reference. Guarantor represents that any and all information provided by Premier Dealer to QDI is true, accurate, and complete. Guarantor understands that QDI's agreement to enter into the Guarantee has been based upon the information provided by Guarantor and Premier Dealer to QDI. Guarantor represents that it is not relying on any representations by QDI regarding this Guarantee except as set forth in this Guarantee.

5. Guarantor subordinates to QDI any right of subrogation, contribution or indemnification it may have or may be entitled to assert, or any other right of reimbursement it may have from Premier Dealer or any other party, unless QDI has expressly and in writing consented to Guarantor's rights to such. If from time to time Premier Dealer shall have liabilities or obligations to Guarantor, such liabilities and obligations in any and all collateral or security for such obligations shall at all times be fully subordinate with respect to the time and right of payment and performance of all obligations of Premier Dealer to QDI and the rights of QDI to realize upon any and all security for such obligations. Guarantor agrees that such liabilities and obligations of Premier Dealer to Guarantor shall not be secured by any collateral and that, after any default by Premier Dealer under its obligations to QDI, Premier Dealer shall not pay, and Guarantor shall not receive or accept, payment of any and all liabilities or obligations of Premier Dealer to Guarantor until after payment and performance of the guaranteed obligations in full. If Guarantor receives any payment from Premier Dealer after such default by Premier Dealer, such payment shall be held in trust by Guarantor for the benefit of QDI and shall be paid by Guarantor to QDI and applied to payment of Premier Dealer's obligations to QDI.

6. This Guarantee shall be governed by and construed in accordance with the laws of the State of Arizona, without giving effect to conflict of laws principle. Guarantor hereby waives any and all defenses and claims based on principles of suretyship

and/or guaranty and any and all benefits under Arizona Revised Statutes Sections 12-1641 through 12-1646 and Rule 17(f) of the Arizona Rules of Civil Procedure, and any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof. All obligations of any person executing this Guarantee shall be joint and several and any and all disputes arising out of or relating to this Guarantee shall be resolved pursuant to the terms and conditions of the Dispute Resolution Agreement, which is incorporated expressly by this reference. The undersigned below acknowledge that they have reviewed the terms and conditions of the Dispute Resolution Agreement and that they agree to be bound by the terms set forth therein.

7. **Guarantor represents that he or she is either not married or, if he or she is married, that Guarantor's spouse has also executed this Guarantee where indicated below.** Any married person executing this Guarantee agrees that recourse may be had against community assets and against his or her separate property for the satisfaction of all obligations herein guaranteed.

THE UNDERSIGNED AGREE THAT THEY HAVE REVIEWED AND APPROVED OF THE FOREGOING TERMS AND CONDITIONS AND THAT THEY AGREE TO BE PERSONALLY BOUND BY SUCH TERMS.

Signature of Guarantor

Signature of Spouse of Guarantor

Printed name

Printed Name

Social Security Number

Social Security Number

Date

Date

Signature of Guarantor

Signature of Spouse of Guarantor

Printed name

Printed Name

Social Security Number

Social Security Number

Date

Date

Signature of Guarantor

Signature of Spouse of Guarantor

Printed name

Printed Name

Social Security Number

Social Security Number

Date

Date

ATTACH ADDITIONAL SIGNATURE PAGES IF NECESSARY