

**PREMIER DEALER AGREEMENT**

**APPENDIX C-1  
Premier Dealer Credit Application**

This Credit Application (the "**Credit Application**") is to be submitted in this form to QDI. Premier Dealer understands that this Credit Application is being submitted to QDI so that QDI can assess whether it should extend credit to Premier Dealer and, if so, on what terms. Premier Dealer hereby authorizes QDI to obtain a credit report and to verify other information provided in order to consider this Credit Application. **Premier Dealer represents and warrants that the information provided in this Credit Application is true, accurate, and complete.**

Premier Dealer Information

Legal name: \_\_\_\_\_; Doing business as: \_\_\_\_\_  
Previous names (if any) used for business since it was established \_\_\_\_\_  
Primary business address: \_\_\_\_\_  
Billing address: \_\_\_\_\_  
Telephone: \_\_\_\_\_; facsimile: \_\_\_\_\_; e-mail \_\_\_\_\_; mobile: \_\_\_\_\_  
Other business addresses\*: \_\_\_\_\_  
Other business phone/fax numbers, e-mail addresses\* \_\_\_\_\_  
*\*Explain the purpose and reason for each on separate sheet (when used, for what purposes, etc.).*

Type of business:  Sole Proprietorship;  Partnership;  Corporation;  Limited liability company/partnership;  Other (explain)\*  
State where incorporated (if corporation or LLC/LLP): \_\_\_\_\_  
Year business was est'd: \_\_\_\_\_; Tax ID Number: \_\_\_\_\_ (Type:  Employer Id. No. or  Social Security No.)  
Resale permit number(s): \_\_\_\_\_  
*\*Use separate sheet to identify and explain*

Business location(s):  owned;  leased;  other\*  
Landlord(s)/lender(s) name(s): \_\_\_\_\_  
Landlord(s)/lender(s) addresses \_\_\_\_\_  
Landlord(s)/lender(s) phone number(s) \_\_\_\_\_  
*\*Use separate sheet to identify and explain.*

Owners of Business:\*

Name	% owned	Home address	Home phone #	Social security number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*\*Identify each and every person who has a direct or indirect ownership interest in the business. Use separate sheet if necessary. If some or all of the business is owned by legal entities, explain on a separate sheet..*

Officers/Managers of Business:\*

Name	Title	Home address	Home phone #	Social security number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*\*Identify each and every person who is either a formal officer of the business (e.g., if the business is a corporation) and/or has responsibility as a manager for the day-to-day operations of the business. Use a separate sheet if necessary.*

Premier Dealer Initials:  
\_\_\_\_\_

Has the business or any of its predecessors-in-interest ever been the debtor in a bankruptcy proceeding:  yes;  no  
 Have any of the owners/officers/managers of the business ever been the debtor in a bankruptcy proceeding:  yes;  no  
 Has the business or any of its predecessors-in-interest ever had an assignment made for the benefit of creditors:  yes;  no  
 Have any of the owners/officers/managers of the business ever had an assignment made for the benefit of creditors:  yes;  no  
 Is the business and its predecessors-in-interest current on any and all taxes owed to any taxing authorities:  yes;  no  
 Has any authority ever made a claim or demand against the business or its predecessors-in-interest for taxes owed:  yes;  no  
 Has any authority ever made a claim or demand against any of the owners/officers/managers for taxes owed:  yes;  no  
 Is the business current on all of its open accounts with third parties:  yes;  no  
 Has a civil suit ever been filed against the business or any of the owners/officers/managers of the business:  yes;  no  
 Have any of the owners/officers/managers of the business ever been arrested for or convicted of any crime:  yes;  no  
 Have any of the owners/officers/managers of the business ever been convicted of a felony:  yes;  no

*If the answer to any of the foregoing question is "yes," please provide a detailed description and explanation on a separate sheet*

Financial Institution References\*

Name of Financial Institution: \_\_\_\_\_; Contact \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Fax Number of Institution/Contact: \_\_\_\_\_  
 Nature of account: \_\_\_\_\_  
 Account No. \_\_\_\_\_; Amount owing on account: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_; Contact \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Fax Number of Institution/Contact: \_\_\_\_\_  
 Nature of account: \_\_\_\_\_  
 Account No. \_\_\_\_\_; Amount owing on account: \_\_\_\_\_

*\*Identify each and every financial institution with which your business has any open accounts. Use a separate sheet if necessary.*

Supplier/Vendor References\*

Name of Supplier/Vendor: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Fax Number of Supplier/Contact: \_\_\_\_\_  
 Nature of Relationship: \_\_\_\_\_  
 Account No. \_\_\_\_\_; Amount owing on account: \_\_\_\_\_

Name of Supplier/Vendor: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone and Fax Number of Supplier/Contact: \_\_\_\_\_  
 Nature of Relationship: \_\_\_\_\_  
 Account No. \_\_\_\_\_; Amount owing on account: \_\_\_\_\_

*\*Identify each and every supplier or vendor with which your business has any open accounts. Use a separate sheet if necessary.*

**PLEASE ATTACH (1) A COPY OF PERSONAL ID (E.G., DRIVER'S LICENSE) OF AUTHORIZED REPRESENTATIVE OF PREMIER DEALER AND (2) A CURRENT FINANCIAL STATEMENT FOR PREMIER DEALER**

SIGNATURE PAGE AT END OF APPENDIX C-3

Premier Dealer Initials: _____
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**PREMIER DEALER AGREEMENT**

**APPENDIX C-2: Credit Agreement**

1. Premier Dealer will pay QDI for all materials of any nature, including but not limited to Equipment, that Premier Dealer orders from QDI. Premier Dealer will also pay QDI for all charges imposed by QDI on Premier Dealer as a result of Premier Dealer's operation as a QDI subdealer, including but not limited to charge-backs and other charges and liabilities, of any nature, arising out of or relating to Premier Dealer's sales of Services or Equipment under the Premier Dealer Agreement or Credit Agreement or any other agreement between QDI and Premier Dealer. Collectively, these obligations are referred to herein as "Charges." Premier Dealer understands that, in some instances, QDI will offset Charges from Commissions. However, in the event that such Commissions are insufficient or QDI otherwise decides to invoice for some or all of the Charges instead, these Charges will be invoiced.

2. Premier Dealer will pay QDI for all Charges within thirty (30) days from the date of any invoice by QDI to Premier Dealer for such Charges. Premier Dealer agrees that any term or condition set forth on any such invoice for Charges is part of this Credit Agreement.

3. Premier Dealer agrees that a monthly service charge of 1 1/2 percent (or the maximum rate allowed by law) will be assessed on any invoices that are not paid in full within thirty (30) days, and that Premier Dealer will pay such service charges. Premier Dealer understands that these service charges will be compounded to Premier Dealer's account monthly and that future service charges on the account will be calculated on this basis.

4. In the event that any check from Premier Dealer is dishonored for any reason, QDI may charge an insufficient check fee of Twenty Five Dollars (\$25.00) plus any charges assessed to QDI by any financial institution or the maximum rate allowed by law, whichever is greater.

5. An agreement by QDI to waive any Charge, service charge, or servicing fee must be made in writing signed by an officer of QDI. An agreement by QDI to waive any such Charge or fee shall not be deemed to be a waiver by QDI for any future charges.

6. Premier Dealer agrees that QDI may recover its attorneys' fees and costs if QDI is required to take any action to collect on Premier Dealer's account with QDI.

7. Premier Dealer understands that its account with QDI will be used for all credits due to Premier Dealer (*e.g.*, Commissions and Equipment returns) and all monies owed by Premier Dealer (*e.g.*, chargebacks and Equipment purchases) arising out of Premier Dealer's performance under the Premier Dealer Agreement. Premier Dealer will maintain this account in good standing and in compliance with the terms and conditions of its separate agreements with QDI regarding this account.

8. Premier Dealer acknowledges and agrees that if the nature or volume of Premier Dealer's business with QDI changes during the Term of the Premier Dealer Agreement, QDI may require additional or different terms regarding the line of credit reasonably tailored to address the changed circumstances in order for Premier Dealer to continue to sell Services and Equipment for QDI, and that if Premier Dealer is unable or refuses to meet those additional terms and conditions requested by QDI, QDI may withhold any future credit to Premier Dealer and, at QDI's discretion, terminate Premier Dealer's relationship with QDI.

9. The terms and conditions of the Premier Dealer Agreement between Premier Dealer and QDI are incorporated herein by this reference, including but not limited to, the terms and conditions providing that any and all disputes be resolved pursuant to the Dispute Resolution Agreement.

SIGNATURE PAGE AT END OF APPENDIX C-3

Premier Dealer Initials:  
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## **PREMIER DEALER AGREEMENT**

### **APPENDIX C-3: Security Agreement**

Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement and the Premier Dealer Agreement. The term “State,” as used herein, means the State of Arizona. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term “Obligations,” as used herein, means all of the indebtedness, obligations and liabilities of Premier Dealer to QDI, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Premier Dealer Agreement or Credit Agreement or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Security Agreement, and the term “Event of Default,” as used herein, means the failure of Premier Dealer to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Premier Dealer Agreement or Credit Agreement or other instruments or agreements executed and delivered pursuant thereto or in connection therewith.

Security Interests Granted: In order to secure Premier Dealer's Obligations under the Premier Dealer Agreement and the agreements associated with that Agreement such as the Credit Agreement (including any renewals, extensions, or amendments to such agreements), Premier Dealer hereby grants to QDI (i) a first priority purchase money security interest in and to all Equipment inventory and all tangible items of any nature that QDI sells or provides to Premier Dealer (along with all rights associated therewith, including any proceeds thereof), whether now owned or existing or hereafter arising or acquired, wherever located, and regardless of how such property is classified by Premier Dealer on its books and (ii) a first priority security interest in all accounts, deposit accounts, chattel paper (whether electronic or tangible), contract rights, instruments, documents, securities, investment property, general intangibles and other rights to payment (including, but not limited to, rights to Commissions), insurance claims and proceeds, along with all rights associated with such (including any proceeds thereof), whether now existing or hereafter arising or acquired and wherever located.

Other Security Interest Terms: Premier Dealer will not permit to exist any security interest, lien or other claim in or against the above collateral that would have priority over the security interests granted to QDI herein. Premier Dealer may not sell or otherwise dispose of the above collateral except in the ordinary course of Premier Dealer's business. Premier Dealer will remain liable for any deficiency if the proceeds of any sale or disposition of the above referenced collateral are insufficient to pay all sums due from Premier Dealer to QDI, and will be liable for any costs of collecting any such sums or otherwise enforcing the terms of this Agreement, including reasonable attorneys' fees to the extent permitted by law. Premier Dealer will reimburse QDI for all costs associated with conducting any UCC searches on Premier Dealer and for any filing fees for any UCC statements.

Authorization to File Financing Statements. Premier Dealer hereby irrevocably authorizes QDI at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the collateral (i) as all assets of Premier Dealer or words of similar effect, regardless of whether any particular asset comprised in the collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Premier Dealer is an organization, the type of organization and any organizational identification number issued to Premier Dealer. Premier Dealer agrees to furnish any such information to QDI promptly upon QDI's request. Premier Dealer also ratifies its authorization for QDI to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Representations and Warranties Concerning Premier Dealer's Legal Status. Premier Dealer represents and warrants to QDI as follows: (a) Premier Dealer's exact legal name is that indicated on the signature page hereof, (b) Premier Dealer is an organization of the type, and is organized in the jurisdiction set forth on the signature page hereof, (c) Premier Dealer's organizational identification number is accurately set forth on the signature page hereof, (d) the signature page accurately sets forth Premier Dealer's place of business or, if more than one, its chief executive office, as well as Premier Dealer's mailing address, if different, (e) all other information pertaining to Premier Dealer is accurate and complete, and (f) that there has been no change in any information provided since the date on which it was executed by Premier Dealer.

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Rev. 7/11/08

Premier Dealer Initials:  
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Covenants Concerning Premier Dealer's Legal Status. Premier Dealer covenants with QDI as follows: (a) without providing at least thirty (30) days prior written notice to QDI, Premier Dealer will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Premier Dealer does not have an organizational identification number and later obtains one, Premier Dealer shall forthwith notify QDI of such organizational identification number, and (c) Premier Dealer will not change its type of organization, jurisdiction of organization or other legal structure.

Maintenance of Insurance. Premier Dealer will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that Premier Dealer will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to QDI. In addition, all such insurance shall be payable to QDI as loss payee.

Appointment and Powers of QDI. Premier Dealer hereby irrevocably constitutes and appoints QDI and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Premier Dealer or in QDI's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Security Agreement.

Rights and Remedies. If an Event of Default shall have occurred and be continuing, QDI, without any other notice to or demand upon Premier Dealer have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a QDI under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a QDI in any jurisdiction in which collateral is located, including, without limitation, the right to take possession of the collateral, and for that purpose QDI may, so far as Premier Dealer can give authority therefor, enter upon any premises on which the collateral may be situated and remove the same therefrom. QDI may in its discretion require Premier Dealer to assemble all or any part of the collateral at such location or locations within the jurisdiction(s) of Premier Dealer's principal office(s) or at such other locations as QDI may reasonably designate. Unless the collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, QDI shall give to Premier Dealer at least five Business Days prior written notice of the time and place of any public sale of collateral or of the time after which any private sale or any other intended disposition is to be made. Premier Dealer hereby acknowledges that five Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, Premier Dealer waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of QDI's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the collateral and to exercise its rights and remedies with respect thereto.

Governing Law; Consent to Jurisdiction. This Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. The terms and conditions of the Agreement between Premier Dealer and QDI are incorporated herein by this reference, including, but not limited to, the terms and conditions providing that any and all disputes be resolved pursuant to the Dispute Resolution Agreement.

REMAINDER OF PAGE LEFT BLANK  
SIGNATURE PAGE FOLLOWS

Premier Dealer Initials: _____
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**I HAVE READ AND REVIEWED THE INFORMATION SET FORTH IN THE CREDIT APPLICATION (APPENDIX C-1), THE CREDIT AGREEMENT (APPENDIX C-2), AND THIS SECURITY AGREEMENT (APPENDIX C-3). I AVOW THAT THE INFORMATION PROVIDED IS TRUE AND ACCURATE AND I AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THESE AGREEMENTS.**

PREMIER DEALER:

\_\_\_\_\_  
(Exact Legal Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Premier Dealer State of Organization

\_\_\_\_\_  
Organizational ID No. of Premier Dealer (corporation, partnership, limited liability company)

Chief Executive Office/Mailing Address of Premier Dealer:

\_\_\_\_\_  
\_\_\_\_\_

Premier Dealer Initials:  
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