

## Roberts Supply, Inc. Security Agreement

Roberts Supply, Inc. herein called "Secured Party" and Debtor agree as follows:

1. Debtors physical address stated above is the Debtor's principal place of business and the place where Debtor will keep all its business record, inventory, and hereby agrees to promptly advise the Secured Party in writing of the opening or closing of any other place of business and the address of any new location where inventory is held.
2. Definitions: As used herein,
  - a. "Inventory" means goods, merchandise and other personal property, now owned or hereafter acquired by Debtor, which are held for sale or lease or are furnished under a contract of service or are raw materials, work in process, or materials used or consumed or to be used or consumed in Debtor's business.
  - b. "Equipment" means all of the furniture, fixtures, machinery and equipment of the Debtor together with all tools, accessories, parts and accessions now in, attached to, or hereafter placed in or added to such property, and any replacements of such property.
  - c. "Receivable" includes accounts, accounts receivable, contract rights, chattel paper, general liabilities, notes, drafts, acceptances, and other forms of obligations and receivables now owned or hereafter acquired by Debtor, whether now existing or hereafter arising, and whether or not specifically assigned to Secured Party.
  - d. "Liabilities" include all indebtedness of Debtor to Secured Party of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and howsoever evidenced.
  - e. "Proceeds" mean all cash, chattel paper, contract rights, instruments, and accounts (as such terms are defined in the Uniform Commercial Code of the State in which the Debtor is conducting his business) either now owned or hereafter acquired, and arising out of and received by the Debtor upon the sale of any item of inventory.
3. Business transactions: It is anticipated that from time to time during the term of this Security Agreement, Secured Party will in its discretion, sell, on credit to Debtor, some or all of the following types of personal property: outdoor power equipment products and supplies, and all accessories or replacement parts for any of the foregoing, and such other products as may be ordered by Debtor from Secured Party during the term of this Security Agreement. The making of such sales, the terms thereof and the interest rate thereon and other charges made in connection therewith shall be in the absolute discretion of Secured Party, and Secured Party shall have the right at any time, without liability or responsibility to Debtor, refuse to make further sales to Debtor. It is understood that any and all sales to Debtor shall be absolute sales, and not conditional or consignment sales. However, Secured Party, at its sole discretion, may permit Debtor to return merchandise, if unused and in original cartons, subject to a restocking fee of fifteen percent (15%). All liabilities of Debtor to Secured Party shall bear interest at the rate of eighteen percent. (18%) per annum from and after the payment is due.
4. Security for liabilities: As security for the liabilities, Debtor hereby grants to Secured Party a purchase money security interest in all inventory purchased from Secured Party and proceeds on this inventory as defined above and as allowed by the Uniform Commercial Code of the State in which the Debtor is conducting his business. This security interest will be obtained by the Secured Party on each item of inventory until the payments made to the Secured Party equal the amount of the credit given by the Secured Party to the Debtor for that item of inventory including any finance charge attributed thereto. Where items are purchased on different dates, the first purchase shall be deemed first paid for, and where the items are purchased on the same date, the lowest priced will be deemed the first paid for.
5. Agreements relating to inventory: So long as Debtor is not in default hereunder, Debtor shall have the right, in the regular course of business but not otherwise, to process and sell inventory for customary prices and immediately after any sale, if Secured Party shall so require, Debtor shall deliver to Secured Party, either the proceeds of such sale in identical form as received or an amount equal thereto to be applied to the payment of the liabilities in such order of preference as Secured Party shall determine. Debtor agrees to keep such inventory in good order and repair, and to pay all taxes, expenses, assessments, or charges, which may now or hereafter be levied or assessed against the same. In the event this Debtor fails to comply with the foregoing, any amounts the Secured Party at its sole discretion, may expend to repair or put into operating condition or to cause any and all taxes, assessments, charges, liens or security interests to be discharged, shall be added to the amount of any loan, advances, or other extensions of credit then owing by the Debtor and become further liability of Debtor to Secured Party. Debtor will keep the inventory insured in such companies, in such amounts, and against such risks as shall be acceptable to Secured Party, with satisfactory loss payable clauses in favor of Secured Party. Debtor will deposit the policies with the Secured Party upon request of Secured Party. Debtor hereby assigns to Secured Party any return or unearned premium due upon cancellation of any such insurance and directs insurer to pay to Secured Party all amounts so due. All amounts received by Secured Party in payment of insurance losses or returned or unearned premium may, at Secured Party's option, be applied to any of the liabilities, or all or any part thereof may be used for the purpose of repairing, replacing or restoring the inventory.
6. Collection of receivables: Secured Party shall have the right at any time to notify any person or persons owing any receivable that such receivable has been assigned to Secured Party and to collect said receivable or receivables directly in its name or in the name of Debtor and to bring suit in its own name or the name of Debtor and to charge the cost of collection and suit to Debtor. Debtor shall at the request of Secured Party notify the account debtors of the assignment of their accounts or receivables to Secured Party. So long as such notice of assignment shall not have been given to an account debtor, Debtor shall have the authority and is hereby empowered to ask for, demand and collect any and all sums which are now or may hereafter become due on assigned accounts.
7. Agreements and representations of Debtor: Debtor agrees that without the prior written consent of Secured Party, it will not sell (except as permitted by paragraph 5 hereof) pledge or otherwise dispose of any collateral now or hereafter owned by Debtor nor permit any mortgage, lien, encumbrance or security interest to exist thereon in favor of any person other than Secured Party. Debtor will at all times keep accurate and reasonable records of the inventory and receivables and Secured Party, or any of its agents, shall have the right at all reasonable times to examine, inspect and make extracts from Debtor's books and records, to arrange for verification of receivables directly with account debtors or by other methods and to examine, appraise and protect the inventory.

With respect to any collateral held by Secured Party as security for the liabilities, Debtor assents to all extensions or postponements of the time of payment thereof or of any indulgence in connection therewith, to each substitution, exchange or release of collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment thereof, all in such manner and at such time or times as Secured Party shall deem advisable. Secured Party shall have no duty as to the collection or protection of collateral or any income therefrom, nor as to the preservation of rights against prior parties, nor as to the preservation or any right pertaining thereto, beyond the safe custody of collateral in the possession of Secured Party.

Secured Party shall not be deemed to have waived any of its rights in any collateral unless such waiver be in writing and no delay or omission by Secured Party in exercising any rights shall operate as a waiver thereof or of any other right. Secured Party shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code.
8. Expenses: Debtor agrees to pay to Secured party on demand all expenses, including reasonable attorney's fees, incurred by Secured Party in protecting or enforcing its rights in the collateral or collection of the liabilities.
9. Defaults: The occurrence of any of the following events shall constitute a default hereunder:
  - a. Failure by Debtor to pay any of the liabilities when due by acceleration or otherwise;
  - b. Failure by Debtor to observe or perform any of the provisions of the Security Agreement or any instrument pertaining to any liability;
  - c. The making or furnishing by Debtor to Secured Party of any representations, warranty, financial statements or other information which is materially false;
  - d. Sale or other disposition by Debtor of any substantial portion of its assets or property, except in the ordinary course of business;
  - e. Death of Debtor if an individual, dissolution of Debtor if a partnership, or the beginning of any action or proceeding to dissolve Debtor if a partnership or a corporation.
  - f. The commencement of any action or proceeding by or against Debtor under the Bankruptcy Code or under any other present or future State or Federal law for the release of debtors or the appointment of a receiver or trustee for Debtor or any substantial part of its assets.

Upon occurrence of any event of default, Secured party is authorized in its discretion to terminate this Security Agreement immediately, to declare any or all of the liabilities to be immediately due and payable without demand or notice to Debtor, to apply any credits or obligations due Debtor from Secured Party against said balance without limitation and without notice and may exercise any one or more of the rights and remedies granted pursuant to this Security Agreement or given to a secured party

under the Uniform Commercial Code, including without limitation the right upon default to take possession and sell, lease or otherwise dispose of the collateral. Debtor agrees that upon demand by Secured Party after default, it will promptly assemble the inventory and make it available to Secured Party at a place reasonably convenient to Debtor and Secured Party.

10. Parties bound: The undersigned jointly and severally unconditionally guarantee the full and prompt payment of all liabilities of Debtor to Secured Party and all expenses and attorney's fees incurred in collecting the liabilities and enforcing this Security Agreement. This undertaking shall be a continuing absolute and unconditional guarantee.
11. Entire agreement: The terms contained in this Security Agreement constitute the sole and entire terms, understandings, promises and undertakings of the parties hereto. All prior understandings and agreements, oral or written, heretofore entered into between the parties hereto are merged herein. No terms shall be modified, added or deleted unless set forth in writing and signed by both the Secured Party and the Debtor. It is understood and agreed (any law or customer usage to the contrary notwithstanding) that the Secured Parties shall have the right at all times to enforce the covenants and provisions of the Security Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Secured Party in refraining from so doing at any time or times; and further that the failure of the Secured Party at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to the specific terms and provisions of the Security Agreement or as having in any way or manner modified, altered or waived the same.
12. Termination: Either Secured Party or debtor may terminate this Agreement at any time upon written notice to the other of such termination, but any such termination shall in no way affect any warranty or representation made or given or any transaction entered into or right created or obligation incurred prior to the receipt of such notice by the other party. Prior to such termination, this shall be a continuing agreement. Further, either Secured Party or Debtor may terminate any dealership or distributorship arrangement or other business relationship, whether with or without cause, upon written notice to the other of such termination, but any such termination shall in no way affect any right created or obligation incurred prior to the receipt of such notice by the other party.
13. General provisions: This Security Agreement shall be governed by and construed in accordance with State laws in all respects including matters of construction, validity and performance, and shall inure to the benefit of Secured Party, its successors and assigns, and to any other holder who derives from Secured Party title to or an interest in any liabilities, and shall be binding upon Debtor and the heirs, personal representatives, successors and assigns of Debtor. Debtor will execute financing statements and such other instruments or documents requested by Secured Party when so requested. In the event that suit is brought to enforce the terms of this Security Agreement, the parties agree that venue of such actions shall lie in Orange County, Florida.
14. Authorization: By executing below, Debtor's officer(s), representative(s), agent(s) or owner(s) warrant and represent that they are duly authorized to enter into this Security Agreement, and to bind the Debtor thereby.

## Roberts Supply, Inc. Trade Agreement

This Trade Agreement ("Agreement") between Roberts Supply, Inc. whose mailing address is 4203 Metric Drive, Winter Park, Florida, ("Distributor") and Debtor named above:

WHEREAS, Distributor is in the business of distribution and sale at wholesale of outdoor power equipment and other products; and

WHEREAS, Distributor and Dealer desire to enter into this Agreement upon the terms and conditions more fully set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CREDIT APPLICATION. Upon execution of this Agreement and thereafter upon the request of Distributor, Dealer shall complete a credit application in form presented by Distributor and provide all information requested therein. In addition, upon execution of this Agreement and thereafter upon the request of Distributor, Dealer shall also complete and sign a security agreement and UCC-1 financing statement covering equipment purchased by Dealer from Distributor, cause the owners of Dealer to execute personal guarantees of Dealer's obligations hereunder, provide proof of payment of all taxes, and complete and sign such other documents as requested by Distributor thereafter from time to time, including but not limited to renewal documents required under the Uniform Commercial Code ("UCC") to allow Distributor to maintain a security interest in all equipment sold to Dealer. Dealer shall notify Distributor immediately, in writing, of any change of business name, location or ownership. Dealer will immediately provide to Distributor any documents requested by Distributor due to such changes. Distributor shall be under no obligation to approve or permit Dealer to establish any business location in addition to the Dealer Location or to approve any change in business locations.
2. EXTENSION OF CREDIT. Distributor may in its reasonable discretion determine the scope and terms of any credit extended to Dealer, if any. Dealer hereby authorizes Distributor to file a UCC-1 financing statement with respect to any equipment sold to Dealer by Distributor. Any credit line extended to Dealer may be amended, changed or cancelled by Distributor at any time without notice for any reason determined by Distributor. Dealer's presentation to Distributor of any worthless check from Dealer or from a third party on Dealer's behalf to Distributor shall be grounds for Distributor's future refusal to accept business checks of Dealer and grounds for cancellation of any and all lines of credit extended to Dealer or for cancellation of Dealer.
3. TERMS OF SALE. Dealer may purchase from Distributor from time to time outdoor power equipment which Dealer may be authorized to sell under the requirements established by the manufacturer of such equipment (hereinafter "Equipment"), pursuant to such terms, discounts, programs and conditions as Distributor or the manufacturer of the equipment may establish in their sole discretion from time to time. Dealer acknowledges and understands that certain manufacturers of outdoor power equipment shall require Dealer to enter into separate written agreements with the manufacturer and to meet certain other requirements prior to Dealer becoming authorized to purchase and sell the equipment of such manufacturer. Distributor shall be the sole and exclusive seller to Dealer of outdoor power equipment and all parts and accessories related thereto from manufacturers represented by Distributor and Dealer shall not purchase or obtain any such equipment, parts or accessories from any source other than Distributor without Distributor's prior written consent. Dealer shall comply with the terms and conditions of each specific product line program whether originating from Distributor or manufacturer. Dealer shall use its best efforts to market, service, and sell at retail Equipment (and parts and accessories related thereto). Dealer shall keep Equipment it purchases insured by such companies and in such amounts and against such risks as shall be acceptable to Distributor. All invoices presented to Dealer by Distributor will be paid in accordance with the terms stated on the invoice. Late payment will result in the loss of any offered pay-on-time discounts and may affect Distributor's determination regarding extension of credit. Any Equipment or other products supplied to Dealer by Distributor shall be considered due and payable at the time of sale by Dealer, even if the invoice may not yet be due. A service charge of 1.5% per month will be assessed on invoices not paid in compliance with the stated terms. Any delinquent Dealer may be placed on a C.O.D. basis without notice to Dealer. In addition to any other remedy available to Distributor at law or in equity, payment delinquency by Dealer may result in non-shipment to, non-renewal or cancellation of Dealer. Distributor shall be under no obligation to sell or deliver any Equipment or parts or accessories related thereto to Dealer if Dealer is then in breach of this Agreement or any other agreement to which Dealer and Distributor or Dealer and a manufacturer of equipment sold by Dealer are a party. Equipment orders from Dealer not in compliance with then current program terms or pricing will not be accepted. Dealer shall be responsible for the payment to Distributor for all costs of shipping and restocking any orders that are refused by Dealer on delivery. Any credit issued to Dealer by Distributor or manufacturer will be issued as credit to the Dealer's account with Distributor, unless otherwise stated in specific program of Distributor or manufacturer. In the event that Dealer operates more than one approved location, Dealer shall not transfer Equipment from one location to another, without the prior written approval of Distributor.
4. RISK OF LOSS. Dealer assumes all responsibility and risk of loss for Equipment after Distributor delivers any Equipment to carrier for shipment to Dealer, and no loss or damage from any cause during the period between such delivery and Dealer's payment in full of the amount due to Distributor shall relieve Dealer from the obligation of Dealer to Distributor for such order.
5. NONEXCLUSIVE. Dealer acknowledges and agrees that the rights granted to Dealer to market, sell and service Equipment are granted on a nonexclusive basis. Dealer acquires no vested rights as to being a dealer with respect to any particular product or piece of Equipment by virtue of this Agreement.
6. APPOINTMENT OF ADDITIONAL DEALERS. Distributor reserves the right to appoint additional Dealers within and without the general geographic area of the Dealer Location. Dealer acknowledges and agrees that any and all rights granted to Dealer hereunder and pursuant to any other agreement to which Distributor is a party are non-exclusive unless otherwise expressly provided.

7. **SUB-DEALERS; SALES FOR RE-SALE.** Dealer is not authorized and shall not assign any of Dealer's rights to sell, market or service any Equipment or appoint subdealers without Distributor's prior written approval. Dealer shall not without Distributor's written approval sell any Equipment to any buyer who engages in resale activities with respect to such Equipment which would normally be performed by an authorized dealer of Distributor.
8. **DEALER PERFORMANCE.** Dealer will maintain a clean, properly staffed and trained dealership. Dealer shall comply with all Distributor programs and stock required quantities of Equipment as outlined in programs supplied by Distributor or manufacturer. Dealer shall carry a sufficient stock of parts for all Equipment as recommended by the manufacturer and Distributor. Dealer shall employ an adequate staff of service technicians and provide continuing training and retraining for its staff, including annual attendance to service schools offered by manufacturers, Distributor or suppliers. Dealer shall maintain an adequate parts inventory and trained technical staff to fulfill Dealer's sales and warranty obligations as may reasonably be required by Distributor or manufacturer. Dealer shall complete all repairs and provide servicing of all Equipment in a competent and timely manner in accordance with the standards set by the manufacturer of such equipment.
9. **STANDARD OF CONDUCT OF DEALER.** Dealer and employees of Dealer shall treat Distributor, Distributor's employees, manufacturer, manufacturer's employees, customers, and potential customers in a courteous and professional manner at all times. For purposes of mutual understanding, and not limitation, Dealer shall not threaten, assault, batter, or direct profane language or ethnic slurs at any such people or entities.
10. **DEFINITION OF CAUSE.** In addition to those events set forth in Chapter 686 of the Florida Statutes and any other agreement to which Dealer and Distributor are parties, the parties hereby agree that one or more of the following events shall also constitute "Due Cause" for Distributor to terminate, cancel or refuse to renew any agreement with Dealer regarding the sale or marketing of outdoor power equipment or, in Distributor's discretion, a particular piece or product line of equipment from a manufacturer under any agreement, whether or not the event constituting "due cause" is directly related to the agreement (or piece of equipment or line of equipment under such agreement) to be terminated, cancelled, or non-renewed:
  - a. The failure of Dealer to pay any monetary obligation of Dealer to Distributor when due.
  - b. The failure of Dealer to renew any agreement between Dealer and Distributor or between Dealer and manufacturer (but such non renewal shall only constitute "due cause" with regard to the termination, cancellation, or non-renewal of the particular manufacturer or line of equipment to which the failure to renew applied).
  - c. The establishment of any new or additional business location in addition to the Dealer Location without the express prior written agreement of Distributor.
  - d. The occurrence of any act of discrimination by Dealer against a customer, potential customer, manufacturer, vendor, or any other person, including Distributor on the basis of such person's race, religion, gender, age or national origin.
  - e. The refusal of Dealer to accept the delivery of Equipment from Distributor of any order placed by Dealer which delivery is in material compliance with the order placed by Dealer.
  - f. The dissolution of Distributor.
  - g. The termination or nonrenewal of Distributor by a manufacturer as a distributor for such manufacturer (but such termination or nonrenewal shall only constitute "due cause" with regard to the termination, cancellation, or non-renewal of the particular manufacturer).
  - h. The termination or nonrenewal of Dealer as an authorized dealer of a manufacturer by the manufacturer (but such termination or nonrenewal shall only constitute "due cause" with regard to the termination, cancellation, or non-renewal of the particular manufacturer). Dealer agrees that Dealer shall look solely to the manufacturer in the event that the manufacturer wrongly terminates or fails to renew or extend any agreement between Dealer and such manufacturer and Dealer further agrees that Distributor shall have no liability to Dealer arising from Dealer's termination by a manufacturer.
  - i. The falsification of warranty claims submitted by Dealer.
  - j. Any misrepresentation, material omission, or falsification of information related to any credit application or extension of credit or on any other document submitted by Dealer to Distributor.
  - k. Any other breach of this Agreement or any other agreement to which Dealer and Distributor are parties.
11. **WARRANTIES OF DISTRIBUTOR.** Dealer acknowledges and agrees that the only warranties, if any, applicable to any equipment, parts, or other products sold by distributor to dealer or sold directly to dealer by a manufacturer, under this agreement, are those made the manufacturer of such item. Dealer hereby acknowledges and agrees that except as expressly stated in this agreement or in any other written agreement between Distributor and Dealer signed by an authorized representative of Distributor, Distributor makes no representations or warranties with respect to any equipment, parts or other item sold hereunder to Distributor. To the extent permitted by law, Distributor hereby disclaims any and all other warranties, express, implied, or statutory, including but not limited to implied warranties of merchantability and fitness for a particular purpose with respect to any and all equipment and other products and merchandise purchased by Dealer from or through Distributor pursuant to this agreement.
12. **LIMITATION ON DAMAGES.** Distributor shall not be liable for any damages, loss, costs or expenses whatsoever, including incidental or consequential damages, resulting from any sale, service, repair or replacement performed by Dealer. To the extent permitted by law, in no event shall Distributor be liable to Dealer for indirect, consequential, special or punitive damages, losses, or expenses arising out of or in any way related to this Agreement, any equipment or other items sold to Dealer hereunder, or any other agreement between Distributor and Dealer or to which Distributor and Dealer are parties.
13. **UNENFORCEABILITY; SEVERABILITY.** Any provision of this Agreement or part hereof which is in violation of Sections 686.601 through 686.614 of the Florida Statutes as in effect as of the Effective Date hereof, or as may be hereafter amended, shall be void and unenforceable and shall be severed from the remainder of this Agreement and all remaining provisions of this Agreement shall remain in full force and effect.
14. **TERMS OF AGREEMENT.** Any notice required to be given under this Agreement shall be deemed validly given if given in writing by hand delivery, overnight delivery by a national service, facsimile or by United States mail to the addresses or fax numbers for the parties listed above and shall be deemed received upon delivery unless sent by United States mail in which event notice shall be deemed received three (3) days after deposit in the mail, postage prepaid. This Agreement is intended by the parties hereto to be the final expression of their agreement and is a complete and exclusive statement thereof. This agreement may be amended only if such amendment is in written form and executed by the parties. This Agreement shall be construed fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference drawn against the party drafting this Agreement and in interpreting the provisions hereof. This Agreement shall inure to the benefit of and shall be binding upon the parties and their legal representatives, successors and assigns; provided however, that dealer may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of Distributor. This Agreement may be executed in one (1) or more counterparts which may be facsimile copies, each of which, when so executed and delivered, shall be deemed to be an original and all of which, together, shall constitute one (1) and the same agreement. The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder or in any manner related to the Agreement shall lie in Orange County, Florida. The prevailing party shall recover from the non-prevailing party its reasonable expenses, court costs and reasonable attorney's fees in any litigation arising out of this Agreement, including any appellate proceedings. In the event that any provision of this Agreement (or any portion thereof) is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired hereby. This agreement shall remain in effect indefinitely unless terminated upon written notice by either party.