



Changes to the Float Program

60 Day Float

We are requiring that you fill out new float documents as of Sept 3, 2014. You must complete these new documents in order to utilize and be approved for the float. If you have not completed the new documents and returned them to KASP for review and acceptance, you will not be able to participate in the float until you do.

Let me address the policy and procedure changes before addressing the new documents that must be filled out and signed.

First, while the float terms are 60 days, all floats will now be due within 48 hours of you selling the vehicle. This will prevent someone from selling the vehicle, spending the money and then not being able to cover their float checks when they are due. (this has become a problem) If you have not sold the vehicle within 60 days, then it is still due on the 60th day just like always. If you sell a vehicle and do not pay for it within 48 hours of doing so, **you will lose your float privileges permanently and all money that you owe us will become due immediately regardless of the original due date.** We will be doing periodic lot checks so make sure to pay off your floats within 48 hours of selling the vehicle. If a vehicle is not on your lot when we do the periodic lot checks then it will become due immediately.

Also, we will require you to pay off the vehicle with a cashier's check, cash, money order, or some sort of bank transfer. We will not be depositing checks and mailing out titles like we have done in the past. In order to pick up a title, you must pay in the manner laid out above. Failure to pay for vehicles when they are due or within 48 hours of selling the vehicle will put your account in default. If your account is in default KASP reserves the right to deposit any and all checks it is holding and to pursue whatever avenues we deem necessary for collections.

In addition to the new policy and procedures mentioned above, KASP is going to require new documents to be filled out and signed before KASP will renew your line of credit. KASP relies on the information you give us in these documents in order to make a decision as to the creditworthiness of a dealer or whether to allow a dealer to participate in the floor plans at all. It is vital that all information given to KASP is accurate and honest.

Every dealer is required to sign new float documents. Every member and every owner of a company

By Signing below you are acknowledging that you have read this document and that you agree to its terms.

X Dealership Name _____

X _____
Sign

X _____
Date

X Dealership Name: _____

X Signed Name: _____

X Printed Name: _____

X Dated as of _____, 20____

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing Guaranty was acknowledged before me on the ____ day of _____, 20____
by _____.

NOTARY PUBLIC

Commonwealth of Kentucky

State-at-Large

My Commission Expires: _____

6.23 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Dated as of _____, 20____, and Dealer expressly acknowledges and agrees that Exhibit A is incorporated by reference as if fully set forth herein.

DEALER:

X Dealership Name: _____

X Signed Name: _____

X Print Name: _____

X Title: _____

SECURED PARTY:

KASP, INC.

By: _____

Print Name: _____

Title: _____

STATE OF KENTUCKY)

COUNTY OF _____)

Subscribed, sworn to and acknowledged before me by _____ on this the
_____ day of _____, 20____.

22. **Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Lexington, Kentucky and will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of law principles.

23. **Jurisdiction.** Dealer hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Fayette County, Kentucky, or, at the option of KASP in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which KASP at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Dealer waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.

24. **Waiver of Jury Trial.** The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.

IN WITNESS WHEREOF, Dealer and KASP have executed this Agreement as of the _____ day of _____, 20_____.

X Dealership Name: _____

X Signed Name: _____

X Printed Name: _____

X Your Job Title: _____

KASP:

BY: _____

ITS: _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF _____)