

Thrift Investment Corporation

720 King George's Post Road, Fords, NJ 08863-0538
P.O. Box 538 Fords, NJ 08863
732-738-9100 Fax 732-738-1905

Corp Code: NJ: 880471231088630 / NY: 61395
CT:2927 / MD:28581

Guarantee Agreement

To induce Thrift Investment Corp., hereby referred to as Thrift, to purchase a certain retail installment contract executed on _____ 20____, by _____, Buyer, and _____, Seller, which contract embraces a _____, Serial Number _____:

The undersigned hereby guarantees the payment of said contract to the following extent:

In the event of a default in payment, or if Thrift repossesses the vehicle, the undersigned promises to pay to Thrift, on demand, the full unpaid balance of the contract; or in case of deficiency, the undersigned promises to pay to Thrift the full amount of said deficiency. It is expressly understood that the undersigned's liability shall be limited to the lesser of (A) the unpaid contract balance or amount of the deficiency or (B) the sum of \$_____.

This guarantee is unconditional and shall remain in full force and effect even if Thrift has, without our consent, waived defaults made by the buyer and/or granted extensions of time to the buyer in which to perform.

If undersigned fails to pay the amount due hereunder upon demand, Thrift is authorized to withdraw said amount from the holdback account which Thrift maintains with us, regardless of whether said funds have been held back for this contract or for others. In further consideration of accepting our guarantee, we agree to allow Thrift to hold all amounts in the holdback account to balance against the guarantee account. If we fail to pay any amounts due under this agreement for any reason, we agree to pay all of Thrift's collection and legal expenses.

Dated: _____

Name of Dealership

Authorized Dealer Signature