

Trane U.S. Inc.  
 2105 Elm Hill Pike  
 Nashville, TN 37210  
 Phone: 800-724-6026

**DEALER APPLICATION**

Fax: 800-695-8313

Distributor Name: \_\_\_\_\_  
 Initial Order Amt.: \_\_\_\_\_  
 Requested Credit Line Amt.: \_\_\_\_\_

**ALL OFFICERS, PARTNERS, OR PROPRIETORS ARE REQUIRED TO SIGN AT BOTTOM**

**Business Information: Complete Legal Business Name Needed**

Legal Business Name (Dealer)		Federal Tax ID #
DBA Name	Phone #	Fax #
Address	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Key Contact Name
Prior Address if in Current Address Less than 1 year:		Key Contact Email
City, State, Zip & County		Yr. Business Established
Business Type: <input type="checkbox"/> Corp. <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Subchapter S <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability		Yr. w/Present Ownership
Last Year Gross Sales	Net Income	D&B Number

**Principal Information: Complete Names and Addressed Needed. No P.O. Box (Note: Ownership % must equal 100%)**

First, Middle, Last	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Social Security #
Home Address	Phone #	
City, State, Zip	Title	Ownership %
First, Middle, Last	Social Security #	
Home Address	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Phone #
City, State, Zip	Title	Ownership %
First, Middle, Last	Social Security #	
Home Address	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Phone #
City, State, Zip	Title	Ownership %

**Additional Information: If Trane is unable to authorize your credit facility based on the information given above, we will process your request through our normal credit underwriting procedures. Information listed below will assist in processing the request in a timely fashion.**

Has the Company and/or any principal been bankrupt? Yes  No  Have you applied for credit with Trane before? Yes  No

Bank Name	City, State:	Checking Acct. #
Contact Name	Bank Phone #:	Credit Line Amount
Additional Finance Source	City, State:	Credit Line Amount
Insurance Company Name:	City, State:	Contents Coverage: \$

**Open Account References: List your two (2) largest open account vendors**

Vendor Name	City, State	Act. #
Contact Name	Phone #	
Vendor Name	City, State	Act. #
Contact Name	Phone #	

I (or we, in the event that additional principals or potential guarantors execute this authorization by signing below) make this application to Trane U.S. Inc. (Trane) for an inventory finance line of credit and give the above information to Trane for this purpose. By my/our signature below (original or facsimile thereof) I/we authorize Trane to obtain information concerning any statements made herein and understand that a credit report may be requested in connection with this application and any subsequent update, renewal, or extension of credit. If I/we request, I/we will be informed whether or not a credit report was requested and the name and address of the agency that furnished the report. To the best of my/our knowledge, the information I/we have provided is true.

**NOTICE:** The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant is in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law by this creditor is the Federal Trade Commission, Equal Opportunity, Washington D.C.

**Trane's standard invoice terms and conditions of sale are the exclusive terms that apply to all financed invoices and supercede any additional or conflicting terms proposed by any Dealer of appearing on any Dealer's purchase order.**

Principal Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Principal Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Principal Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## PROGRAM LETTER AND INVENTORY CREDIT AGREEMENT

This Program Letter and Inventory Credit Agreement (this "Agreement") is entered into between \_\_\_\_\_ ("Dealer") and Trane U.S. Inc., ("Trane") and shall be effective as of \_\_\_\_\_. Terms used herein and not otherwise defined shall have the meanings assigned to them in Article 9 of the Uniform Commercial Code of the State of Delaware (the "UCC"). The terms and conditions of paragraphs 1, 2 and 3 of this Agreement may be amended by Trane from time to time and shall be deemed effective from and after delivery of notice of such amendment to Dealer at the address or facsimile number set forth beneath the Dealer's signature below.

1. **Place of Payment:** Remittances sent via First Class Mail or Courier (i.e., Federal Express, Messenger) should be addressed to: Trane U.S. Inc., P.O. Box 403271, Atlanta, GA 30384 -3271 or Trane U.S. Inc. c/o Bank of America Lockbox 403271, 6000 Feldwood Road, College Park, GA 30349.
2. **Advance Principal and Charges:** The following credit terms shall be in effect and Dealer agrees to pay principal of each Advance and fees, charges and interest with respect to each Advance as follows:

Any and all extensions of credit by Trane to Dealer (each an "Advance") are in Trane's sole discretion. Dealer agrees to pay Trane the amount of any Advance in three installments (34%, 33%, 33%) coming due on the same day (or, if no such day, on last day) of such month as its Start Date in each of the 3 months after its Start Date. "Start Date" with respect to each Advance means the date Trane makes the Advance. Notwithstanding the foregoing, all payments due within any one month shall be due on the 15 day of such month.

Overdue principal of any Advance shall bear interest at 1.5% monthly. Such interest shall accrue whether or not reflected on an invoice or statement of account and Trane may bill and require payment of that interest at any time.

If the principal payment due date or the rate of interest with respect to an Advance changes, Trane shall notify Dealer of any such changes by sending Dealer a notice or other form of announcement (including without limitation, a flyer) specifying the new principal, interest or discount payment terms of such Advance. Dealer shall be deemed to have agreed to such new payment terms by accepting any Advance following that notice and in any event unless it notifies Trane in writing within 10 days of the date of such notice. All payments shall be made at such place as Trane shall from time to time designate. Dealer shall pay Trane \$25 for any check or other item returned unpaid to Trane.

3. **Security Interest:** To secure the due and punctual payment of all Advances made by Trane, now or hereafter existing or due or to become due, in accordance with the terms hereof and to secure the performance of all of the obligations of Dealer hereunder and under any other documents or instruments evidencing or relating to Advances, Dealer hereby grants to Trane a security interest in, and Dealer hereby pledges and assigns to Trane all of Dealer's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired, created or arising, whether tangible or intangible, and regardless of where located (all of which are herein collectively called the "Collateral"): (i) all Prime Inventory; (ii) all documents related to Prime Inventory; (iii) all books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Dealer pertaining to any of the Prime Inventory; (iv) all accounts, instruments, and chattel paper constituting proceeds of any Prime Inventory; and (v) all proceeds and products of all or any of the Collateral described in clauses (i) through (iv) above. "Prime Inventory" means inventory which has been funded in whole or in part by an Advance, whether or not such Advance is outstanding.

This Agreement shall remain fully enforceable against Dealer irrespective of any defenses that Dealer may have or assert in respect of the Advances or the Collateral, including, without limitation, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury. Trane and Dealer hereby intend, agree and acknowledge that the security interest granted herein constitutes a "purchase money security interest", as defined in the UCC, in the Prime Inventory and the other Collateral. Dealer further acknowledges and agrees that the purchase money security interest granted herein may be perfected by Trane in accordance with the UCC.

4. **Letter of Credit:** If requested by Trane, Dealer will furnish Trane as security for all Indebtedness an irrevocable letter of credit in form satisfactory to Trane in an amount requested by Trane, issued or confirmed by a United States bank satisfactory to Trane showing Trane as beneficiary and Dealer as account party and an expiry date not less than one year after the date of its issuance and providing that it may be drawn on by Trane in whole or in part from time to time by sight draft accompanied by a statement signed by an authorized signatory of Trane stating that the amount represented by the draft is due and owing to Trane or, in the event the letter of credit is not renewed at least 30 days prior to its expiry date, by a sight draft without any accompanying statement.
5. **Credit Information:** Dealer authorizes Trane to investigate or make inquiries of former or current creditors or other persons and provide to any creditors or other persons any and all financial, credit or other information regarding or relating to Dealer, its principals, owners, managers, partners, members and guarantors. Dealer shall (i) provide Trane with Dealer's year-end balance sheet and annual profit and loss statement for each of its fiscal years prepared in accordance with generally accepted accounting principles, consistently applied, within 20 days after the same are prepared but in no event later than 120 days after the end of each fiscal year and (ii) furnish Trane with

such additional information regarding Dealer's business and financial condition as Trane may from time to time reasonably request.

6. **Covenants of Dealer:** (a) Unless sold as permitted by the Agreement, Dealer shall own all Prime Inventory and shall keep all Prime Inventory at locations of Dealer in the United States. (b) Dealer shall keep all of its tangible property in good order, repair and operating condition and insured as required herein and maintain public liability insurance in amounts acceptable to Trane and provide certificates of its insurance to Trane upon Trane's request.
7. **Default; Rights and Remedies Upon Default:** The occurrence of one or more of the following events shall constitute a default by Dealer (a "Default"): (a) Dealer shall fail to pay any Indebtedness when due or any remittance for Indebtedness is dishonored when first presented for payment; (b) any representation made to Trane by Dealer or by any guarantor, surety, issuer of a letter of credit or any person other than Dealer primarily or secondarily liable with respect to any Indebtedness (a "Guarantor") shall not be true when made or Dealer or any Guarantor shall breach any warranty or agreement to or with Trane; (c) Dealer or any Guarantor shall die, become insolvent or generally fail to pay its debts as they become due or, if a business, shall cease to do business as a going concern; (d) any guaranty, letter of credit, or other obligation of a Guarantor to Trane with respect to any Indebtedness shall terminate or not be renewed at least 30 days prior to its stated expiration or maturity; (e) Dealer or any Guarantor shall make an assignment for the benefit of creditors, or commence a proceeding with respect to itself under any bankruptcy, reorganization, arrangement, insolvency, receivership, dissolution or liquidation statute or similar law of any jurisdiction, or any such proceeding shall be commenced against it or any of its property; (f) a material adverse change shall occur in the business, operations or condition (financial or otherwise) of Dealer or any Guarantor or with respect to the Prime Inventory; (g) any debt for borrowed money of, or guaranteed by, Dealer or any Guarantor becomes due by acceleration or otherwise prior to its due date by reason of a default; or (h) Trane in good faith believes the prospect of payment of any Indebtedness is impaired or deems itself insecure. "**Indebtedness**" means all present and future indebtedness and obligations of Dealer to Trane or to any person that directly or indirectly controls, is controlled by or is under common control with Trane whether or not arising under this Agreement, of whatever kind, now due or to become due, absolute or contingent, and whether joint, several or joint and several, including without limitation.

Upon the occurrence of a Default, Trane shall have all rights and remedies under applicable law and all the rights and remedies set forth in this Agreement. Trane may terminate this Agreement and any outstanding Advances immediately and/or declare any and all Indebtedness immediately due and payable without notice or demand. Dealer waives notice of intent to accelerate, and of acceleration of, Indebtedness. If Dealer fails to perform any of its obligations under this Agreement, Trane may perform the same in any form or manner Trane in its discretion deems necessary or desirable, and all moneys paid by Trane in connection therewith shall be additional Indebtedness and shall be immediately due and payable without notice together with interest payable on demand at the highest rate applicable from time to time to an Advances after the due date thereof. All of Trane's rights and remedies shall be cumulative. Dealer shall pay Trane all reasonable attorneys' fees and legal expenses and other costs and expenses incurred by Trane in connection with collecting the Indebtedness, or in connection with any modification of the Agreement or any Default.

8. **No Effect on Other Agreements:** Anything herein to the contrary notwithstanding, Dealer shall remain liable to observe and perform all the terms and conditions to be observed and performed by it under any contract, agreement, warranty or other obligation with respect to the Collateral, and shall do nothing to impair the security interests herein granted. Trane shall have no obligation or liability under any such contract, agreement, warranty or obligation by reason of or arising out of this Agreement or the receipt by Trane of any payment relating to any Collateral, nor shall Trane be required to perform or fulfill any of the obligations of Dealer with respect to any of the Collateral, to make any inquiry as to the nature or sufficiency of any payment received by it or the sufficiency of the performance of any party's obligations with respect to any Collateral. Furthermore, Trane shall not be required to file any claim or demand to collect any amount due or to enforce the performance of any party's obligation with respect to the Collateral.
9. **Successors and Assigns; Assignability:** This Agreement, including any portions hereof, shall inure to the benefit of Trane and its successors and assigns and may be assigned by Trane in whole or in part, including to any entity in connection with a program or individual sale of receivables of Trane. References to Trane shall be deemed to refer to Trane and its successors and assigns. Dealer may not assign this Agreement without the prior written consent of Trane. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
10. **Governing Law; Waiver of Jury Trial:** This Agreement shall be construed in all respects in accordance with, and governed by the internal laws (without regard to conflicts of law provisions) of the State of Delaware. To the extent permitted by applicable law, the parties hereto each waive any right to a trial by jury on any claim, demand, action, cause of action or counterclaim arising under or in any way related to this Agreement, and under any theory of law or equity, whether now existing or hereafter arising.
11. **Effectiveness:** This Agreement and addendums shall not become a contract until signed by the Dealer and accepted by Trane. Acceptance of this Agreement may be by facsimile signature. Dealer waives notice of acceptance.

Very truly yours,  
Trane U.S. Inc.

Agreed:

DEALER: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Accepted:

Trane U.S. Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

## GUARANTEE

For value received and in consideration of any extension of credit of any kind heretofore, now or hereafter made or given by Trane U.S. Inc. ("Trane") to \_\_\_\_\_ (the "Debtor") or to a customer of the Debtor, the undersigned (the "Guarantor") unconditionally guarantees the full and punctual payment and performance when due, whether upon demand, at maturity or earlier by reason of acceleration or otherwise, and at all times thereafter, of all of the indebtedness and obligations of every kind and nature of the Debtor to Trane howsoever created, arising or evidenced, whether arising before or after a bankruptcy of the Debtor, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, or due or to become due (all such indebtedness and obligations being hereinafter referred to as the "Liabilities"). The Guarantor further agrees to pay on demand all costs and expenses incurred by Trane in endeavoring to collect the Liabilities or in enforcing this Guarantee.

This is a guarantee of payment and not of collection. The Guarantor agrees that the obligations of the Guarantor under this Guarantee shall be unconditional, irrespective of (i) the invalidity or unenforceability of the Liabilities or any agreement or instrument relating to the Liabilities (sometimes hereinafter referred to, collectively, as the "Documents") or any law affecting the Liabilities or any of the Documents; (ii) the absence of any attempt to collect the Liabilities from the Debtor or from any other person primarily or secondarily liable with respect to the Liabilities or of any attempt to realize upon any collateral for the Liabilities, for the obligations of any such other person, or for this Guarantee; (iii) any failure by Trane to acquire, perfect or maintain a security interest in or to protect any collateral for the Liabilities or for any such obligations; (iv) any defense arising by reason of any disability or other defense of the Debtor or any other person liable on the Liabilities; (v) the acceptance of additional parties primarily or secondarily liable on the Liabilities; (vi) the disallowance or avoidance of all or any portion of Trane's claim(s) for repayment of the Liabilities or of any collateral for the Liabilities; or (vii) any other circumstance which might otherwise constitute a discharge or defense of a guarantor.

Upon a default under any Document, Trane may proceed directly and at once against the Guarantor to collect the full amount of all or any portion of the liability of the Guarantor hereunder, without notice and without first proceeding against the Debtor or any other person primarily or secondarily liable on the Liabilities. Trane shall have the exclusive right to determine the application of payments and credits, if any, from the Guarantor, the Debtor, or any other person primarily or secondarily liable on the Liabilities.

Trane is hereby authorized, without notice (which is hereby waived by the Guarantor) and without affecting the liability of the Guarantor hereunder, from time to time to (i) renew, extend, accelerate or otherwise change the time, place or manner for payment of, or other terms relating to, the Liabilities, or otherwise modify, amend, change or waive compliance with the terms of the Liabilities or any of the Documents; (ii) accept partial payments on the Liabilities; (iii) take collateral for the Liabilities and the obligations of any other person primarily or secondarily liable on the Liabilities, and exchange, release, realize upon or institute any proceeding to realize upon, or liquidate any such collateral; (iv) apply such collateral and direct the order or manner of sale thereof as Trane may determine in its discretion; (v) release or compromise, in any manner, or collect or initiate any proceeding to collect the Liabilities or any portion thereof; (vi) extend additional credit and otherwise create additional Liabilities; (vii) enforce or institute any proceeding to enforce any other guarantee of the Liabilities or release, or compromise in any manner the obligations of, any other person primarily or secondarily liable on the Liabilities.

Until the Liabilities and other obligations of the Debtor to Trane shall have been paid and discharged in full and all Documents (including any commitments with respect to any Liabilities) have been terminated, the Guarantor shall have no right, and agrees it will not make any claim, against the Debtor or any other person primarily or secondarily liable on the Liabilities with respect to or on account of any payment which the Guarantor may make on account of its obligations under this Guarantee, including without limitation, any right of subrogation, exoneration, reimbursement, contribution or indemnification.

If the Debtor or the Guarantor shall die or if the Debtor or the Guarantor should at any time dissolve or terminate its existence, or become insolvent or make a general assignment for the benefit of creditors, or if a bankruptcy, insolvency or reorganization proceeding shall be filed by or against or commenced in respect of the Debtor or the Guarantor, the Guarantor shall, at the option of Trane, forthwith pay Trane the full amount which would be payable hereunder by the Guarantor if all Liabilities were then due and payable.

The Guarantor waives all set-offs and counterclaims and all notices, presentments, protests and demands of any kind with respect to the Liabilities and this Guarantee (including without limitation demands for performance, notices of non-payment or non-performance, notices of protest, notices of dishonor and notices of acceptance of this Guarantee) and promptness and diligence with respect to the Liabilities.

The Guarantor hereby agrees that Trane shall have no duty to advise the Guarantor of information now or hereafter known to Trane regarding the financial or other condition of the Debtor or any other person primarily or secondarily liable on the Liabilities or regarding any circumstance bearing on the risk of non-payment of the Liabilities.

The Guarantor agrees to provide to Trane, promptly after Trane's request therefor, such financial statements and other financial records and information respecting the Guarantor as may be from time to time requested by Trane. The Guarantor authorizes Trane to investigate or make inquiries of former or current creditors or other persons and provide to any creditors or other persons any and all financial, credit or other information regarding or relating to the Guarantor, whether supplied by the Guarantor to Trane or otherwise obtained by Trane, with such authority to continue throughout the term of this Guarantee.

The Guarantor agrees that the sale of inventory by Trane to a person who is liable to Trane under a guarantee, endorsement, repurchase agreement or the like shall not be deemed to be a transfer subject to Section 9-615 of the Uniform Commercial Code as in effect in the State of Delaware or any similar provision of any other applicable law, and the Guarantor waives any provision to the contrary of such laws. The Guarantor agrees that the sale of any inventory to a seller of goods shall be a commercially reasonable method of disposition. The Guarantor shall be liable to Trane for any deficiency resulting from Trane's disposition, including without limitation a purchase or repurchase by such a seller, regardless of the subsequent disposition of the inventory by the purchaser. The Guarantor is not a beneficiary of, and has no right to require Trane to enforce, any repurchase

agreement. Any notice of a disposition shall be deemed reasonable and properly given if given to the Guarantor at least 10 days before such disposition in accordance with the notice provision below.

This Guarantee, including any portions hereof, shall be binding upon the Guarantor and upon the heirs, personal representatives, trustees, successors and assigns of the Guarantor, and shall inure to the benefit of Trane's successors and assigns. To the extent that the Liabilities, or any portions thereof, have been assigned or otherwise transferred to an assignee, this Guarantee may be assigned in whole or in part by Trane in respect of such Liabilities (it being understood that any Liabilities not so assigned or transferred by Trane shall continue to be guaranteed to Trane by this Guarantee). The Guarantor shall not have the right to assign this Guarantee without the prior written consent of Trane. References herein to Trane shall be deemed to refer to Trane and its successors and assigns.

Wherever possible each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guarantee.

This Guarantee may be terminated only upon written notice to Trane effective no earlier than 30 days after the date such written notice is actually received by Trane. Any such termination shall not affect the liability of the Guarantor under this Guarantee with respect to Liabilities created or incurred prior to the effective date of such termination. Without limiting the foregoing, any such termination shall not relate to any approval given by Trane to or for the benefit of the Debtor prior to the effective date of such termination and upon any such termination, the Guarantor shall nevertheless remain liable with respect to all Liabilities, and the performance of all duties, created or arising theretofore or based on a commitment theretofore entered into or any approval theretofore given to or for the benefit of the Debtor to the full extent of the Guarantor's liability therefor as provided herein.

All notices and other communications hereunder to or upon the respective parties shall be in writing (and, in the case of a notice by the Guarantor, identify the name of the Debtor) and shall be delivered by hand to, or mailed by first class United States mail, postage prepaid, certified, return receipt requested, addressed to, or by personal delivery to, or by a reputable overnight courier service addressed to, the addresses specified below.

No delay on the part of Trane in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Trane of any right or remedy shall preclude any further exercise thereof. No modification, waiver or amendment of any of the provisions of this Guarantee shall be binding upon Trane except as expressly set forth in a writing duly signed on Trane's behalf by any authorized officer or agent of Trane and delivered by Trane to the Guarantor. Trane's failure at any time to require strict performance by the Guarantor of any of the provisions contained in this Guarantee shall not waive, affect or diminish any right of Trane at any time to demand strict performance therewith.

This Guarantee contains all of the understandings, promises and undertakings of the parties hereto concerning the subject matter. All prior undertakings and agreements, oral or written, concerning the subject matter are merged herein.

To the extent that the Guarantor or the Debtor makes a payment or payments to Trane or Trane enforces its security interests or exercises its rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

The Guarantor hereby consents to the jurisdiction of any local, state or federal court located within the State of Delaware and waives any objection which the Guarantor may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of process be made by mail or messenger directed to it in the same manner as provided for notices to the Guarantor in this Guarantee and that service so made shall be deemed to be completed upon the earlier of actual receipt or 3 days after the same shall have been posted to the Guarantor or the Guarantor's agent as set forth below. The Guarantor hereby irrevocably appoints CT Corporation System as the Guarantor's agent for the purpose of accepting the service of any process within the State of Delaware. The Guarantor waives, to the extent permitted by law, any bond or surety or security upon such bond which might, but for this waiver, be required of Trane. Nothing contained in this section shall affect the right of Trane to serve legal process in any other manner permitted by law or affect the right of Trane to bring any action or proceeding against the Guarantor or its property in the courts of any other jurisdiction.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR COUNTERCLAIM ARISING UNDER OR IN ANY WAY RELATED TO THIS GUARANTEE, AND UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING.**

**THIS GUARANTEE SHALL BE EFFECTIVE WHEN ACCEPTED BY Trane, HAS BEEN DELIVERED AND ACCEPTED AND SHALL BE DEEMED TO BE MADE IN DELAWARE, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF DELAWARE. ACCEPTANCE MAY BE BY FACSIMILE SIGNATURE.**

If more than one person or entity has signed this Guarantee, then the term "Guarantor" herein shall refer to each of the undersigned (other than Trane) and obligations of each of the undersigned shall be joint and several. The use of any gender shall include all other genders.

IN WITNESS WHEREOF, this Guarantee is dated \_\_\_\_\_.

**INDIVIDUAL GUARANTOR**

**WITNESS:**

\_\_\_\_\_  
[Signature should be witnessed by a non-related third party.]

\_\_\_\_\_  
[Print Name of Guarantor]

Print Name: \_\_\_\_\_

\_\_\_\_\_  
[Signature of Individual]

Witness' Home Address  
\_\_\_\_\_  
\_\_\_\_\_

Home Address for Notices to Guarantor:  
\_\_\_\_\_  
\_\_\_\_\_

S.S. No. \_\_\_\_\_

**INDIVIDUAL GUARANTOR**

**WITNESS:**

\_\_\_\_\_  
[Signature should be witnessed by a non-related third party.]

\_\_\_\_\_  
[Print Name of Guarantor]

Print Name: \_\_\_\_\_

\_\_\_\_\_  
[Signature of Individual]

Witness' Home Address  
\_\_\_\_\_  
\_\_\_\_\_

Home Address for Notices to Guarantor:  
\_\_\_\_\_  
\_\_\_\_\_

S.S. No. \_\_\_\_\_

**INDIVIDUAL GUARANTOR**

**WITNESS:**

\_\_\_\_\_  
[Signature should be witnessed by a non-related third party.]

\_\_\_\_\_  
[Print Name of Guarantor]

Print Name: \_\_\_\_\_

\_\_\_\_\_  
[Signature of Individual]

Witness' Home Address  
\_\_\_\_\_  
\_\_\_\_\_

Home Address for Notices to Guarantor:  
\_\_\_\_\_  
\_\_\_\_\_

S.S. No. \_\_\_\_\_

Accepted:  
**Trane U.S. Inc.**

Address for Notices to Trane:  
Trane

By: \_\_\_\_\_

2105 Elm Hill Pike  
Nashville, TN 37210  
Attention: Credit Manager