

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

RECEIPT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS: That Yamaha Cycle Center, Inc. d/b/a Yamaha-Suzuki-SeaDoo of Charleston and Mr. Ronald Brooks, their successors, shareholders, heirs and assigns (hereinafter referred to as "Payees"), for the sole consideration of Three Hundred and Twenty Thousand and 00/100 (\$320,000.00) Dollars to them in hand paid, by or on behalf of Yamaha Motor Corporation, U.S.A., its parent, subsidiary or affiliated corporations, agents, attorneys, employees, officers, directors, principals, servants, successors, successors-in-liquidation, administrators, assigns, and any and all other people or corporations who might be claimed to be liable at some point (hereinafter referred to as "Payors"), the receipt of which is hereby acknowledged, have released and discharged, and by these presents do for themselves and their successors and assigns, release and forever discharge, said Payors of and from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity, of whatsoever kind or nature, including any and all claims alleged, or which could have been alleged, in an action presently pending in the United States District Court for the District of South Carolina, entitled "Yamaha Cycle Center, Inc. d/b/a Yamaha-Suzuki-SeaDoo of Charleston and Ronald Brooks v. Yamaha Motor Corporation, U.S.A.", C.A. No. 2: 01-574-18, for or because of any matter or thing done, omitted, or suffered to be done by the said Payors prior to and including the date hereof, on account of any and all damages or injuries sustained by Payees as result of the acts, omissions, and conduct of Payors.

Payees understand said Payors, by reason of agreeing to this compromise payment, do not admit liability of any sort, and said Payors have made no agreement or promise to do or omit to do any act or thing not herein set forth, and it is further understood this release is

made as a compromise to avoid and/or minimize expense and litigation and to terminate all controversies and/or claims for damage of whatsoever nature, known or unknown.

Payees admit that no representation of fact or opinion has been made by said Payors, or anyone on their behalf, to induce this compromise, and that the sum paid and herewith accepted by Payees is solely by way of settlement, compromise, and final disposition of a disputed claim, and it is therefore specifically agreed that this Release shall forever be a final and complete bar to and full satisfaction of all claims or suits for damages of whatsoever nature. It is agreed that these damages are compensatory damages.

This Release will not be challenged subsequently as not reflecting the sole intentions and agreement among the parties.

The parties shall continue to abide by the terms of the Protective Order issued in Yamaha Cycle Center, Inc. d/b/a Yamaha-Suzuki-SeaDoo of Charleston and Ronald Brooks v. Yamaha Motor Corporation, U.S.A., C.A. No. 2: 01-574-18 on July 9, 2001.

Notwithstanding any other provision herein, this release shall not affect the existence or validity of the dealership and parts agreement(s) which currently exist between the parties hereto pursuant to which one or more payees currently operate a Yamaha dealership on Dorchester Road in Charleston, South Carolina; and shall not affect the current accounts between the parties emanating from said distributor - dealer relationship.

This Release shall be mutual in all respects between the parties hereto.

This Release may be executed in any number of counterparts, all of which, when executed and delivered, shall have the force and effect of an original; and it shall be effective as of the date the last required signature is obtained on the original or any counterpart.

WHEREFORE, the undersigned have set their hands and seals hereon as of the date set

forth.

IN THE PRESENCE OF:

YAMAHA CYCLE CENTER, INC. D/B/A  
YAMAHA-SUZUKI-SEADOO OF  
CHARLESTON

Lee Wilson

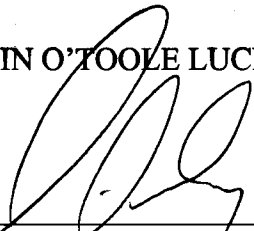
Lee Wilson

BY: Ronald J. Brooks  
ITS: President

Ronald J. Brooks  
Ronald S. Brooks

I, the undersigned attorney for the Payees, hereby certify that the contents, meanings and effect of this Receipt & Release have been carefully and fully explained to them by me, and I have recommended that they execute this Receipt & Release for the consideration expressed therein.

JUSTIN O'TOOLE LUCEY, P.A.

By:   
JUSTIN O'TOOLE LUCEY

Fed. I.D. # \_\_\_\_\_  
415 Mill Street  
Post Office Box 806  
Mt. Pleasant, SC 29465-0806  
843/849-8400 (phone)  
843/849-8406 (fax)  
luceylaw@dycon.com  
ATTORNEYS FOR PAYEES