TENTH AMENDMENT TO CREDIT AGREEMENT

THIS TENTH AMENDMENT TO CREDIT AGREEMENT (the "Amendment") is effective as of October 4, 2006 and is entered into by and between Bank of America, National Association (acting through its Canada branch), as lender (the "Lender"), the Trustees as trustees of Carfinco Income Fund, as borrower (the "Borrower"), Carfinco Limited Partnership, as guarantor (the "Partnership"), Carfinco Inc., as guarantor ("Carfinco") and the Holdings Trustees as trustees of Carfinco Holdings Trust, as guarantor ("Holdings" and collectively with the Partnership and Carfinco, the "Corporate Guarantors").

WITNESSETH:

WHEREAS, the Borrower, the Lender, the Partnership, Holdings and the predecessors of Carfinco, Carfinco Inc., Canadian Automotive Finance Corporation and Carfinco Acquisition Corp., have entered into that certain Credit Agreement dated as of November 27, 2002 (as amended by the First Amendment to Credit Agreement dated as of March 17, 2003, the Second Amendment to Credit Agreement dated as of August 27, 2003, the Third Amendment to Credit Agreement dated as of July 30, 2004, the Fourth Amendment to Credit Agreement dated as of January 31, 2005, the Fifth Amendment to Credit Agreement dated as of February 9, 2005, the Release and Sixth Amendment to Credit Agreement dated as of June 30, 2005, the Seventh Amendment to Credit Agreement dated as of October 14, 2005, the Eighth Amendment to Credit Agreement dated May 23, 2006, and the Ninth Amendment to Credit Agreement dated October 4, 2006 and as the same may be further amended, restated, revised or replaced from time to time, the "Agreement");

AND WHEREAS, the Borrower desires to amend the Agreement and the Lender is willing to do so, subject to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, the Lender and the Corporate Guarantors hereby agree as follows:

SECTION 1 – AMENDMENTS TO THE AGREEMENT

1.1 The definition of "Stated Termination Date" in Section 1.1 of the Agreement is hereby amended by deleting the reference to "December 31, 2007" and replacing it with "October 4, 2008".

SECTION 2 – CONDITIONS

The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

2.1 Documents. Four (4) fully executed copies of this Amendment signed by the Borrower and the Corporate Guarantors shall be delivered to the Lender.

2.2 Risk Participation Agreement. The Lender shall have entered into and received a fully executed copy of the Second Amendment to Risk Participation Agreement between the Lender and BOS (USA) Inc. dated as of the date hereof.

2.3 Other Documents. Each of the Borrower and the Corporate Guarantors shall have executed and delivered to the Lender such other documents and instruments as the Lender may require.

SECTION 3 – **MISCELLANEOUS**

3.1 Survival of Representations and Warranties. All representations and warranties made in the Agreement or any other document or documents relating thereto shall survive the execution and delivery of this Amendment, and no investigation by the Lender shall affect the representations and warranties or the right of the Lender to rely thereon.

3.2 Reference to Agreement. The Agreement, each of the Loan Documents, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof, or pursuant to the terms of the Agreement as amended hereby, are hereby amended so that any reference therein to the Agreement shall mean a reference to the Agreement as amended hereby.

3.3 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

3.4 APPLICABLE LAW. THIS AMENDMENT SHALL BE DEEMED TO HAVE BEEN MADE AND TO BE PERFORMABLE IN THE PROVINCE OF ONTARIO AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO.

3.5 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Lender, the Borrower and the Corporate Guarantors and their respective successors and assigns; provided, however, that neither the Borrower nor the Corporate Guarantors may assign or transfer any of their rights or obligations hereunder without prior written consent of the Lender.

3.6 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

3.7 Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

3.8 Expenses of Lender. The Borrower agrees to pay on demand all costs and expenses reasonably incurred by the Lender in connection with the preparation, negotiation and execution of this Amendment and any and all subsequent amendments, modifications, and supplements hereto or thereto, including, without limitation, the costs and fees of the Lender's legal counsel and the allocated cost of the Lender's in-house counsel.

3.9 NO ORAL AGREEMENTS. THIS AMENDMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENTS THE FINAL AND ENTIRE AGREEMENT BETWEEN THE LENDER, THE BORROWER AND THE CORPORATE GUARANTORS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE LENDER, THE BORROWER OR ANY CORPORATE GUARANTOR AND NO REPRESENTATION OR WARRANTY HAS INDUCED THE BORROWER OR THE CORPORATE GUARANTORS TO ENTER INTO THIS AMENDMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

3.10 Defined Terms. All terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

"LENDER"

BANK OF AMERICA, NATIONAL ASSOCIATION
(acting through its Canada [redacted]h)

Per: [redacted]

Name: [redacted]
Title: [redacted]

"BORROWER"

CARFINCO INCOME FUND,
by one of its Trustees

Per: ________________________

____
Witness

Name:
Title:

"GUARANTOR"

CARFINCO LIMITED PARTNERSHIP
By its General Partner
CARFINCO INC.

Per: ________________________

Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

"LENDER"

BANK OF AMERICA, NATIONAL ASSOCIATION
(acting through its Canada branch)

Per: ______________________
Name:
Title:

"BORROWER"

CARFINCO INCOME FUND,
by one of its Trustees

[redacted]
Witness

Per: [redacted]
Name: [redacted]
Title: [redacted]

"GUARANTOR"

CARFINCO LIMITED PARTNERSHIP
By its General Partner
CARFINCO INC.

Per: [redacted]
Name: [redacted]
Title: [redacted]

"GUARANTOR"

CARFINCO INC.

Per: [redacted]
Name: [redacted]
Title: [redacted]

"GUARANTOR"

CARFINCO HOLDINGS TRUST,
By one of its Trustees

[redacted]
Witness

Per: [redacted]
Name: [redacted]
Title: [redacted]

The undersigned hereby consent and agree to the terms hereof.

DATED as of the 4th day of October, 2006.

CARFINCO INCOME FUND, by its Trustee

Per: [redacted]
Name: [redacted]
Title: [redacted]

CARFINCO LIMITED PARTNERSHIP, by its General Partner CARFINCO INC.

Per: [redacted]
Name: [redacted]
Title: [redacted]

CARFINCO INC.

Per: [redacted]
Name: [redacted]
Title: [redacted]

CARFINCO HOLDINGS TRUST, by its Trustee

Per: [redacted]
Name: [redacted]
Title: [redacted]