

Non-Recourse Dealer Retail Agreement

This Dealer Agreement (the "Agreement") is executed as of the effective date below by and between Local Finance Company (the "Finance Company") and the undersigned dealer (the "Dealer"). In consideration of the mutual promises and agreements contained herein, Finance Company and the undersigned Dealer agree as follows:

1. GOVERNING LAW AND JURISDICTION

All acts and transactions pursuant to this Agreement and rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida. Dealer agrees that service of process in any legal proceeding shall be effective if mailed to Dealer at its last known address set forth in Finance Company's records. Each party irrevocably submits to the jurisdiction of the courts, including both state and federal courts, if applicable, of Miami-Dade County, Florida in any action or proceeding arising out of or relating to this Agreement, and each hereby irrevocably agrees that all claims regarding such action or proceeding may be heard and determined in such Florida state or federal court. The Dealer agrees that such jurisdiction shall be exclusive with respect to any such action or proceeding. Each party to this agreement hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of any inconvenient forum to the maintenance of such action or proceeding.

2. PURCHASE AND SALE OF CONTRACTS AND ASSIGNMENT

- a. Dealer is engaged in the business of selling motor vehicles including related accessories, services, and ancillary products (e.g. credit insurance, service contract, and GAP/debt cancellation coverage) to individuals or businesses who purchase motor vehicles for cash or credit (the "Buyer" or "Buyers"). Dealer shall from time to time sell, transfer, and assign to Finance Company, in accordance with this Agreement, chattel paper (hereinafter called "Contracts") including, but not limited to such purchase money security agreements and/or retail installment sales contracts as Finance Company in its sole discretion shall elect to purchase.
- b. Dealer agrees that all Contracts offered for sale to Finance Company shall be executed only on forms approved by Finance Company. Dealer will provide, at a minimum, the following documents before the Finance Company will purchase a Contract: the original signed contract; the original signed credit application; the lienholder's copy of the application for title properly completed; physical damage insurance form signed by the Buyer(s); cosigner notice, if required; copy of manufacturer's invoice; copy of Dealer's bill of sale; and other forms as may be required from time to time by the Finance Company.
- c. Dealer acknowledges that Finance Company assumes no risk or liability with respect to a motor vehicle or Contract for any event which occurs prior to Finance Company's purchase of such Contract.
- d. All Contracts purchased by Finance Company shall be without recourse to the Dealer except as otherwise agreed in this Agreement, or required or permitted by law.

3. REPRESENTATIONS AND WARRANTIES

Each of the representations, warranties, agreements and covenants included in this Agreement is material to Finance Company's purchase of any Contract and survives the purchase of the same. With respect to each Contract offered, forwarded and sold by Dealer, Dealer represents, warrants and agrees:

- a) that it has obtained all necessary authority from its board of directors and, if applicable, from its shareholders, if incorporated, or its members if a limited liability company, for the making of this Agreement, the Contracts and each related agreement to which the Dealer is a party, and each such document constitutes a valid and binding obligation of Dealer enforceable against Dealer in accordance with its terms;
- b) prior to entering into a Contract, Dealer has obtained and shall maintain all licenses and authorizations required to enter into and enforce the Contracts and engage in any other activities

- related to this Agreement upon request, Dealer agrees to provide to Finance Company copies of all current licenses or authorizations;
- c) the Contract is a valid and enforceable deferred payment obligation for the amount set forth in the Contract, arising out of a bona fide sale of goods or the rendition of services in the ordinary course of business, which has been finally accepted by the Buyer(s) named in the Contract and for which Buyer is unconditionally liable without right of offset;
 - d) the Contract covers goods and services owned or provided by Dealer free and clear of all liens, security interests, claims or encumbrances;
 - e) Dealer has the authority to sell and assign the Contract free and clear of all liens and encumbrances;
 - f) there are no disputes, offsets, legal or equitable defenses or counterclaims against the Contract or the motor vehicles subject thereto;
 - g) no information contained in Buyer's, cosigner's, or guarantor's credit application has been altered or modified by Dealer, and Dealer has not advised or suggested that Buyer, cosigner, or guarantor omit material information from the credit application or report any information either in the credit application or any other document, other than what Buyer, cosigner, or guarantor knows to be true, or correct;
 - h) Dealer has sold, delivered, and installed the goods and services described in the Contract;
 - i) the descriptions of the goods and services and other information contained in the Contract are in all respects true and complete and the Contract and related documents correctly and accurately describe the vehicle, any accessories or options added to the vehicle and the mileage of the vehicle at the time of sale;
 - j) the Buyer is the registered owner of the vehicle;
 - k) Dealer has verified the identity of the Buyer by use of a driver's license or other identification document which contains the Buyer's photograph, and is issued by the state of such person's residence and the license has been issued without any restrictions due to a civil or criminal violation.
 - l) Each of the signatures on the Contract is valid and genuine, and the Buyers and any cosigner or guarantor are the individuals they represent themselves to be and have the legal capacity to enter into a legally binding obligation;
 - m) Dealer has not committed nor consented to, nor is Dealer aware of any facts, acts or omissions with respect to the Contract(s) and the motor vehicle secured thereby which would afford the Federal government or any state or local government or any agencies thereof the right or remedy of forfeiture of all or any part of the secured motor vehicle, any motor vehicle under this Agreement, or any property (including but not limited to money paid) delivered to Dealer or any other party in performance of the obligations under this Agreement, or any interest in or income, profits, or proceeds of any of the property described in this section;
 - n) except for monies that Finance Company has agreed under this Agreement will be retained by Dealer, Dealer has not received any monies related to the Contract which Dealer has not transferred to Finance Company, properly endorsed to Finance Company where appropriate; and the down payment (exclusive of trade equity) noted in the Contract was made by Buyer via cash, check, debit card or certified funds and was not loaned to the Buyer by Dealer;
 - o) none of the goods and services mentioned in the Contract will be rented with or without a driver, or held out or used as a taxi or other form of public conveyance;
 - p) the Buyer and any guarantor or cosigner shall not have been induced to enter into the Contract by any misrepresentations, suppressions or omissions by Dealer regarding the goods or services sold under the Contract;
 - q) Dealer has provided Finance Company all credit information furnished Dealer by the Buyer, cosigner, or any guarantor of the Contract, and all such information is true, complete and accurate;

- r) Dealer has or will make prompt application for a Certificate of Title, or comparable evidence of the perfection of Finance Company's first and sole lien on the vehicle to be issued by the Department of Motor Vehicles (or equivalent) of the state where the Buyer resides or the vehicle is garaged; Finance Company's perfected first lien on the Vehicle is legally recognized and given full force and effect against all parties, including but not limited to the Buyer, any bankruptcy trustee and any other third party; Dealer shall deliver, or cause to be delivered, to Finance Company within 30 days of the Contract date or less than thirty (30) days, if required, by the applicable state motor vehicle division, documentation evidencing Finance Company's security interest; and unless written instruction to the contrary has been sent to Dealer by Finance Company, the Dealer shall cause the lienholder on the Certificate of Title or equivalent to be identified as %Local Finance Company+;
- s) the sale and financing of any insurance, service contracts, debt cancellation/GAP, or other coverage, or program provided or arranged by Dealer do not violate any applicable law or regulation. Service contracts, insurance documentation, debt cancellation/GAP, or other documentation related to various other programs, and any rebates of unearned premiums will be delivered to Buyer by Dealer within the time required by law, or if Buyer cancels the policy, the rebates will be sent to the Finance Company as required by law;
- t) the vehicle is insured by an insurance company acceptable to the Finance Company against fire, theft and collision with the Finance Company named as loss payee and written evidence of such insurance has been or promptly will be provided to the Finance Company;
- u) there have been no adjustments in the cash price of the goods or services sold in the Contract as a result of this Agreement;
- v) Dealer does not charge the Buyer for filing fees or other costs paid by Dealer to public officials to perfect a security interest in the goods sold under the Contract except where allowed by law, and Dealer does not make any other type of charge, other than clearly denominated finance charges, unless those charges also are charged in cash transactions;
- w) all disclosures required by law or regulation were properly made to the Buyer and cosigner prior to the Buyer's signing the Contract and no material fact relating to the Contract or the goods and services sold under the Contract was misrepresented to the Buyer or omitted from any required disclosure to the Buyer;
- x) all agreements of Dealer with respect to the retail installment sale of the motor vehicle are contained in the Contract and neither the Dealer nor any of its employees or agents have made any oral or written promise to the Buyer or cosigner which is not contained in the Contract;
- y) Dealer has provided the Buyer with a completed Contract and any other document required by applicable law, and the information filled in on the Contract and in any other document given to Buyer by Dealer is accurate and complete;
- z) the Contract complies with, and, in the underlying transaction, Dealer has complied with, all applicable laws and regulations including, without limitation, the Fair Credit Reporting Act, the Equal Credit Opportunity Act, including all applicable state, federal and local fair lending laws and regulations, the Federal Truth in Lending Act, the FTC Used Motor Vehicle Trade Regulation Rule, the Federal Trade Commission Act, the Magnuson-Moss Warranty Act, Gramm Leach Bliley Act, the Office of Foreign Assets Control (%OFAC+) regulations and laws administered by OFAC, the Fair and Accurate Credit Transactions Act of 2003 (%FACT+), Red Flag Rules, any state sales finance or motor vehicle finance acts, and all other federal, state and local laws, rules and regulations now or hereafter in effect that apply to the extension of credit, consumer transactions or the sale or financing of the goods and services covered by the Contract;
- aa) Dealer promptly will forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale and financing of the motor vehicle;
- bb) all charges that Dealer is required by law to disclose in the Contract are accurately disclosed;

- cc) extended service agreements or mechanical breakdown protection sold under the Contract is optional to the Buyer and is offered for sale in connection with comparable cash transactions at a price equal to that disclosed on the face of the Contract;
- dd) the certificates of title regarding the goods sold under the Contract have not been issued as impaired or branded titles, including but not limited to, titles noted as: salvage titles, lemon law buy backs, prior police vehicle, prior taxi, or gray market titles;
- ee) Dealer shall provide and maintain service on all goods sold under the Contract in accordance with all representations and warranties (including extended service agreements) and standard practices and policies, and shall use its best efforts to resolve any disputes relating to such services;
- ff) the transaction is not a ~~raw purchase~~. (e.g., where the Buyer is not the person who will be the primary driver of the motor vehicle);
- gg) Dealer has written authorization from the Buyer, cosigner, and guarantor to obtain and provide to Finance Company all information regarding the Buyer, cosigner, and guarantor including, but not limited to, credit reports and any other nonpublic information. If Finance Company provides Dealer with any information about Buyer, cosigner, and guarantor, Dealer shall not disclose such information or use it for any purpose other than to finance the purchase of goods from Dealer or otherwise to carry out the purposes of this Agreement;
- hh) Dealer agrees that Contracts shall be documented on forms which have been approved by Finance Company for current usage. Finance Company makes no warranty or representation of any kind, expressed or implied, with respect to any approved form as to its substance and enforceability. Dealer shall satisfy itself as to the substance and enforceability of any Contract form prior to submitting it for Finance Company's purchase approval;
- ii) each item of property will be in good condition, will be fit for the uses and purposes intended, and will contain all of the standard equipment for such item of property and such optional equipment as specified in the documentation;
- jj) neither Dealer nor any agent or employee of Dealer will make any promises, representations or warranties concerning any documentation which are contrary to or which extend beyond the terms of such documentation;
- kk) Dealer has not assisted in, or has any knowledge of, the customer obtaining a loan from any third party to be used as part of or all of the down payment or any other payments on the Contract, except as may be specifically indicated on the face of the Contract.

4. **DEALER REPURCHASE**

Dealer unconditionally guarantees payment and performance of all Contracts with respect to which any one or more of the warranties, representations or covenants in this Agreement are breached or are false. If any of this Agreement's warranties, representations, or covenants are breached by Dealer, or if Buyer, guarantor, and/or cosigner file a lawsuit or otherwise claim that Dealer has engaged in any conduct which constitutes a breach of this Agreement or Dealer's warranties or representations under this Agreement (without regard to whether the claims of Buyer, guarantor, or cosigner have any merit), Dealer agrees unconditionally to repurchase any Contract upon demand for the full amount unpaid on the Contract (less any refunds of unearned finance charge) plus any of the Finance Company's costs and expenses associated with the Contract including but not limited to repossession, attorney, and collections fees. In addition, Dealer agrees unconditionally to repurchase any Contract upon demand for the full amount unpaid on the Contract (less any refunds of unearned finance charge) plus any of the Finance Company's costs and expenses associated with the Contract, including but not limited to repossession, attorney, and collections fees, upon the occurrence of any of the following events:

- a) Buyer fails to tender by the due date specified in the Contract the first payment due and payable to the Finance Company by Buyer under the Contract (~~First Payment Default~~);
- b) Buyer files for bankruptcy within 60 days of perfection of the lien on the Vehicle.

The Finance Company has no duty to repossess the covered Vehicle or to return such Vehicle to Dealer as a condition to requiring any Contract repurchase. Upon receipt of Dealer's repurchase payment, the Finance Company or its assignee shall sell, assign, and endorse such Contract to Dealer. Such sale, assignment, and endorsement shall be ~~as is+~~, without any representation or warranty whatsoever as to condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, concerning the Contract, the Vehicle, or any additional products associated with the Contract.

5. **DEALER PARTICIPATION**

- a) The Finance Company shall establish from time to time, the minimum annual percentage rate (the ~~buy rate+~~) and the maximum annual percentage rate at which the Finance Company will purchase a Contract, which rate shall be shown on the Finance Company's rate sheet. Dealer participation, the portion of the finance charge which is paid to the Dealer, will be determined by the Finance Company from time to time, at its sole discretion. In the event that Finance Company pays Dealer an amount in Dealer Participation for a contract which exceeds the maximum amount of dealer participation which can lawfully be paid for that contract, Dealer agrees to refund the difference to Finance Company upon demand.

30% of the Dealer participation will be retained by the Finance Company as a non-refundable reserve.

- b) The amount or method of calculating the Dealer Participation may be changed from time to time by the Finance Company, which change shall be effective immediately upon notice to Dealer. For all Contracts which have been approved for purchase by the Finance Company prior to such notice, previous commitments will apply.

6. **RECAPTURE OF DEALER RESERVE**

- a) During the first one hundred and twenty (120) days from the Contract date (the ~~Recapture Period+~~), Dealer shall refund to the Finance Company the entire Dealer Participation paid to Dealer if (i) the Buyer prepays the Contract in full before maturity, (ii) the Buyer defaults, (iii) a bankruptcy action is filed by or against Buyer, or (iv) the Finance Company repossess the vehicle, whether due to default in the terms of the Contract or by a voluntary repossession at the request of the Buyer.
- b) If during the Recapture Period, because of prepayment, default, refinancing, repossession, or repossession sale, the Buyer becomes entitled by law to a refund of the unearned portion of the finance charge on a Contract, then the respective obligations of Finance Company and Dealer for the refund shall be proportionate to their sharing of the finance charge pursuant to Section 4 and shall be handled as follows: (i) the refund shall be computed in accordance with the Rule of 78s, the Sum of the Periodic Time Balances, or Actuarial method as required under applicable state law for the type of Contract purchased, (ii) Finance Company's obligation shall be for that amount of the refund which Finance Company would have been required by law to credit to the Buyer if the original finance charge in the Contract had not included that portion of the Dealer Participation paid to Dealer when the Finance Company acquired the Contract from Dealer, and (iii) Dealer shall pay to the Finance Company promptly on demand that part of the refund which is the difference between the refund credited to the Buyer and the amount of the refund which is Finance Company's obligation under this refund Agreement.
- c) Dealer is not responsible for repayment of any Dealer Participation or unearned finance charge after the Recapture Period.

7. **DIRECT ELECTRONIC DEPOSIT**

Finance Company and Dealer agree that payments for the purchase price of Contracts will normally be made by direct electronic deposit, with advice of remittance, to Dealer's demand deposit account in a financial institution specified by Dealer. Dealer authorizes Finance Company to initiate entries to the Dealer's account as necessary to comply with its obligations and enforce its rights, including those to correct any credit entries made in error or, with prior written, electronic or oral notice, initiate a chargeback. Dealer agrees to be bound by the National Automated Clearing House Association operating rules as in effect from time to time. Dealer and Finance Company agree to continue using the demand deposit account the Dealer previously provided to Finance Company to accomplish the purposes of this paragraph. If no such account has been provided to Finance Company, if the account information provided is blank, incomplete or incorrect, or if electronic deposit facilities are unavailable to Finance Company for any reason, then payments will be made by check.

8. **ADDITIONAL DEALER COVENANTS**

- a) Dealer is and will remain duly organized and in good standing in the state of its organization, and Dealer is and will remain duly qualified to do business and, if required, in good standing in each state or foreign jurisdiction in which the Dealer does business. Dealer has complied with all applicable laws relating to the doing of business under a fictitious trade name or trade style;
- b) Dealer agrees to bear sole responsibility for the underlying sale transaction and for the nature, quality and performance of all goods and services purchased from Dealer and financed under the Contract. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell or dispose of as agreed any down payment or trade-in or the proceeds thereof, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by Dealer, the manufacturer or provider of the goods and services, or any third party.
- c) Dealer agrees to take such action as is necessary or as Finance Company may request to evidence and perfect this Agreement, Finance Company's ownership interest in a Contract and its proceeds, Finance Company's ownership or security interest in the related motor vehicle and any other rights related hereto.
- d) Where permitted by law, Dealer agrees that all of its right, title and interest in any sales tax credit or refund related to Contracts purchased by Finance Company are hereby assigned, transferred and relinquished to Finance Company. Unless prohibited by law, Dealer agrees that it has not and will not claim a credit or refund with respect to any such Contracts in default and relinquishes to Finance Company all right to claim such credit or refund. Dealer agrees that any such credit or refund mistakenly received by Dealer will be remitted to Finance Company to be applied against the Buyer's obligations under the relevant Contract. Dealer agrees to furnish any and all documentation or information that Finance Company may reasonably request to support any claim for such refund or credit filed by Finance Company.
- e) Dealer agrees that it will implement appropriate security safeguards and measures designed to meet the objectives of the Gramm Leach Bliley Act and implementing regulations. Upon request, Dealer will provide evidence reasonably satisfactory to Finance Company that it has satisfied the obligations required by this Section.
- f) Dealer agrees that as required by the U.S. Patriot Act, that in order to assist the government fight the funding of terrorism and money laundering activities, Dealer will obtain, verify, and record information which accurately identifies each Buyer and Cosigner.
- g) Dealer agrees to waive any right to require Finance Company to: (i) proceed against the Buyer under any Contract; (ii) proceed against or exhaust any security for a Contract held by Finance Company; or (iii) pursue any other remedy in Finance Company's power whatsoever.
- h) Dealer agrees to maintain complete and accurate records concerning the sale of each motor vehicle, including but not limited to records of all other transactions affecting the motor vehicle. Dealer will, upon request by Finance Company, promptly deliver any such records or furnish a

copy thereof or abstracts there from. Finance Company's representatives may from time to time inspect Dealer's books and records. Dealer shall furnish to Finance Company such information concerning Dealer's financial and business affairs as Finance Company may request.

- i) Dealer expressly consents to Finance Company sending communications, including but not limited to rate sheets, any advertisements, to Dealer via facsimile at the numbers provided by Dealer in the Dealer Profile form and to any number Dealer provides to Finance Company in the future. If and when Dealer acquires additional facsimile numbers, Dealer shall notify Finance Company of said numbers and such notification will be deemed Dealer's consent that Finance Company communicate via the same.
- j) Dealer agrees that it shall be bound by each signature on its behalf on a Contract or related documents submitted to Finance Company in the ordinary course of business, and Dealer further agrees that Finance Company shall have no duty to inquire as to the signatory's employment status or authority to execute the Contract or other documents.
- k) Dealer agrees not to identify Finance Company in any advertising placed in any medium, (including signs on Dealer's premises) without prior written approval from Finance Company.
- l) Dealer agrees to notify Finance Company in writing of any change in ownership of Dealer's business at least sixty (60) days in advance of such change.
- m) Dealer acknowledges that Dealer may be required to post a bond pursuant to applicable state law. If Finance Company deems necessary based on the volume of Contracts purchased by Finance Company from Dealer, Dealer agrees that it will post a bond for an increased amount in order for the Finance Company to consider any further Contract purchases under this Agreement.
- n) Dealer agrees that the Contracts shall be assigned by Dealer on Contract forms approved by the Finance Company. Such assignment shall govern the rights and responsibilities of the parties to this Agreement, except as they are modified herein. In the event of a conflict between this Agreement and such assignment, this Agreement shall control. Following an assignment of any Contract, the Finance Company shall have the right, in its sole discretion, to modify, extend, renew, or otherwise change the terms of any Contract, to compromise or adjust claims in connection with Contracts purchased hereunder, and to release any collateral securing a Contract, all without discharging any of Dealer's warranties, representatives and covenants in connection with a Contract or under this Agreement or without affecting the enforceability of this Agreement.

9. **SECURITY INTEREST AND DEFAULT**

Dealer grants Finance Company a security interest in any sums due from Finance Company to Dealer (including, but not limited to, any amounts due for the purchase price of any Contract, or for participation of Contracts.) Such security interest shall secure any amounts owed by Dealer to Finance Company hereunder. In the event Dealer defaults on any obligation to Finance Company, Finance Company may exercise its self-help rights to foreclose on such funds, as allowed by law.

10. **DEALER INDEMNIFICATION OBLIGATION**

Dealer agrees to indemnify, defend and hold Finance Company, its parents, affiliates, subsidiaries, and their respective officers, employees, and other representatives harmless from any claims, demands, losses, liability, damages and costs of defense, including without limitation, reasonable attorneys' fees resulting from any breach or alleged breach of this Agreement, any breach or alleged breach of any warranty made in this Agreement, or any violation or alleged violation of any federal, state or local law, rule or regulation in connection with a transaction underlying a Contract, or arising in connection with any Contract. Dealer shall be obligated to indemnify and defend Finance Company if Buyer, guarantor, and/or cosigner file a lawsuit or otherwise claim that Dealer has engaged in any conduct which constitutes a breach of this Agreement or Dealer's warranties or representations under this Agreement, without regard to whether the claims of Buyer or cosigner have any merit. Finance Company shall have the right to choose the counsel who will defend Finance Company. Dealer agrees to assist and cooperate with

Finance Company in enforcing Finance Company's rights under all Contracts. Dealer shall immediately notify Finance Company of any notice given to Dealer of any setoff against, claim arising from, or defenses to a Contract or goods or services subject to any Contract.

11. **RELATIONSHIP OF PARTIES**

Neither this Agreement nor any action pursuant hereto shall make Dealer the agent or representative of Finance Company for any purpose. Dealer is not granted any express or implied right to bind Finance Company in any manner whatsoever.

12. **POWER OF ATTORNEY**

Dealer authorizes Finance Company to sign and endorse Dealer's name upon any checks, drafts, money orders or other forms of payment that may come into Finance Company's possession as payments of or on account of any Contract. Dealer authorizes Finance Company to sign its name to any assignment of any Contract to Finance Company and to sign and endorse Dealer's name on any other instrument necessary to carry out the intent of this Agreement. This power of attorney shall be irrevocable and remain in effect for so long as there are Contracts outstanding which have been purchased pursuant to this Agreement.

13. **WAIVER**

Finance Company's failure to exercise any of its rights shall not operate as a waiver of any such rights, and such rights shall continue until all Contracts have been paid in full. All of Finance Company's rights, as provided herein, shall be cumulative and not in the alternative.

14. **SET-OFF**

Dealer agrees that Finance Company has the ongoing right to deduct any and all amounts Dealer owes Finance Company from any funds, account, obligation or other amounts that are due Dealer from Finance Company and that are in Finance Company's control. Further, Finance Company reserves the right to apply the whole or any part of the Dealer's Participation in satisfaction of any delinquent obligation of Dealer under this Agreement or otherwise. The remedy of Finance Company to apply money from the participation and/or Dealer Reserve Account and the set-off herein are cumulative with all other remedies and Finance Company may at any time take any other right or remedy which Finance Company may have against Dealer or otherwise.

15. **CONFIDENTIAL INFORMATION**

Dealer agrees to treat all information confidentially, and not to disclose any information to any third party (other than its own employees, attorneys or accountants who have a need to know) without Finance Company's prior written consent. For purposes of this Section, information shall include all information (whether written or oral) which is furnished (whether before or after the date hereof) by Finance Company to Dealer and all analyses, compilations, forecasts, studies or other documents prepared by Finance Company or on its behalf, in connection with the Agreement.

16. **TERMINATION**

This Agreement may be terminated by either party upon giving to the other party written notice of election to terminate. Notice to Dealer may be given by Finance Company by depositing said notice in the United States mail, postage prepaid addressed to Dealer at his last known address as shown on the records of the Finance Company, and when so deposited the notice shall be deemed given. No such termination shall affect the rights and obligations of the parties as to Contracts purchased by Finance Company pursuant to this Agreement prior to the effective date of such termination.

17. **ATTORNEYS' FEES, COURT COSTS**

If any legal action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs in addition to such other relief to which it may be entitled.

18. **GENERAL**

- a) This Agreement may be executed in duplicate by the parties hereto, each to have the full force and effect of an original for all purposes. This Agreement shall be binding and shall inure to the benefit of and bind the parties, their heirs, personal representatives, successors, transferees, and assigns. This Agreement supersedes all prior agreements between Dealer and Finance Company and constitutes the entire agreement of the parties of the subject matter hereof. Contracts purchased pursuant to previous agreements shall be governed by those agreements with respect to repayment of the Dealer participation, if applicable.
- b) In the event Dealer consists of more than one person, the obligations of Dealer are joint and several.
- c) If a court of competent jurisdiction or an arbitrator holds any provision of this Agreement to be illegal, unenforceable or invalid, the validity and enforceability of the remaining provisions will not be affected.
- d) Except for changes regarding buy rates and the amount or method of calculating Dealer participation, non-refundable reserve, or reserve, which changes shall be effective upon notice to Dealer, Finance Company may amend the Agreement at any time by providing Dealer with written notice specifying the amendment. Such amendment may be transmitted to Dealer in any manner reasonably calculated by Finance Company to provide actual notice thereof to Dealer, which shall include, but is not limited to, facsimile transmission, e-mail or other electronic medium regularly used by Finance Company to communicate with Dealer. Unless otherwise specified in the written notice of amendment, Dealer shall be deemed to have accepted and agreed to such amendment at the time that it tenders the first Contract to Finance Company after receiving the notice.
- e) This Agreement is effective on the date shown below.

19. **WAIVER OF JURY TRIAL**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES RECOGNIZE AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES UNDER THIS AGREEMENT OR ARISING OUT OF THE RELATIONSHIP CREATED BY THIS AGREEMENT WOULD INVOLVE DIFFICULT AND COMPLEX ISSUES THAT WOULD BE MORE APPROPRIATE TO TRY BEFORE A JUDGE WITHOUT A JURY.

20. THIS AGREEMENT IS A FINAL EXPRESSION OF THE AGREEMENT BETWEEN DEALER AND BANK AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT. BY SIGNING THIS AGREEMENT, DEALER AND BANK AFFIRM THAT NO UNWRITTEN ORAL AGREEMENT EXISTS.

Dated: _____

Dated: _____

Dealership (corporate name)

Local Finance Company

DBA (if applicable)

By: _____
Signature of Officer, Partner or Owner

By: _____
Signature

Print Name of Officer, Partner or Owner

Print Name

Title: _____

Title: _____