

Turner Acceptance Corporation * 4410 N. Ravenswood * Chicago, IL 60640
Phone (773) 539-8900 * Fax (773) 290-5101

DEALER AGREEMENT

THIS AGREEMENT ("Agreement") is between Turner Acceptance Corporation, an Illinois corporation, located at 4410 N Ravenswood Ave., Chicago, IL 60640 ("Turner"), and the Dealer or Dealers whose name and principal address is set forth on the last page of this agreement (individually or collectively herein referred to as "Dealer") and is dated and is effective as of the date set forth under Turner's signature below. Dealer is engaged in the retail sale of motor vehicles ("Vehicle") to buyers ("Buyer"), through its various locations. Dealer may, from time to time, offer to Turner for purchase retail vehicle installment sales contracts and security agreements ("Contracts"). This Agreement sets forth the terms and conditions under which Turner will purchase, or have purchased, Contracts from Dealer and the rights and obligations of Dealer and Turner regarding those Contracts. In consideration of the mutual promises and agreements contained herein, Turner and Dealer agree as follows:

1. Dealer is under no obligation to sell and Turner is under no obligation to purchase any Contracts. Dealer will notify each applicant in any proposed transaction that their credit application is being submitted to Turner for credit review. Turner may purchase Contracts offered by Dealer if acceptable to Turner and if written on documents acceptable to Turner at Turner's sole discretion. Turner may reject any Contract not meeting Turner's requirements. Turner will have no obligation to purchase a Contract if, after approval, but prior to funding:
 - a. The Buyer dies, or
 - b. The Buyer files for bankruptcy protection, or
 - c. The Vehicle is lost, stolen, or damaged, or
 - d. The Buyer is in a dispute with the Dealer, or
 - e. Turner determines that for any other reason a change in circumstances has occurred that puts repayment of the Contract at risk.
2. The financial terms under which Turner will purchase Contracts from Dealer will be determined by Turner at the time the Contract is offered to Turner.
3. The purchase price of each Contract shall be payable upon satisfaction by Dealer of the terms, conditions, warranties, and representations set forth in this Agreement and the Assignment with respect to each Contract.
4. Upon Turner's purchase of any Contract from Dealer, Dealer shall endorse and assign to Turner the underlying payment obligation and all pertinent security instruments, including but not limited to any and all wage assignments by the Buyer on the Contract.
5. Dealer hereby represents, warrants, and covenants with respect to each Contract and the Assignment to Turner that:
 - a. Dealer furnished to Turner all information received by Dealer relative to the Contract; such information is, to the best of Dealer's knowledge, true, complete, and accurate; and no statements or information made or furnished to Turner by Buyer, Dealer, or any other person are untrue or incomplete;
 - b. The Contract and any guarantee thereof is valid and genuine and correctly and fully states the terms of the transaction between Dealer and Buyer;
 - c. Each signature on the Contract and all other documents is genuine; each Buyer and obligor had at the time of entering into the contract the full legal capacity to enter in the contract; and none of the obligors is a minor or incompetent;
 - d. The Vehicle described in the Contract and all optional equipment, goods, and services agreed to be delivered with the Vehicle have in fact been delivered to and accepted by the Buyer; and title to the vehicle has never been branded "salvage", "re-built", "manufacturer's buy back", "vehicle history on file", or "lemon law title", without being disclosed to Buyer;
 - e. The down payment was paid in full, in cash or its equivalent; no part was financed, directly or indirectly, by Dealer or any other person or entity; and no part was paid or rebated to Buyer;
 - f. Dealer has good title to the Vehicle, subject only to Turner's valid first lien and to the Contract; Dealer has the right to sell the Vehicle to Buyer; Dealer has the right to sell the Contract to Turner; the Vehicle and the Contract, respectively, are free of all liens, claims, and encumbrances except Turner's lien; the Contract is valid and enforceable in accordance with its terms; and the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, set-offs, or counter-claims;
 - g. The cash price of the Vehicle as shown on the Contract is the "cash price" as defined by applicable federal and state law; the purchase price of the Vehicle is the price charged by the Dealer for substantially similar vehicles in cash transactions and was not increased because the Vehicle was sold in a credit transaction or was sold to a member of a protected class as defined under state or federal law or because the Contract was to be purchased by Turner at a discount—an Amount which is less than the Amount Financed stated in the Contract; and Buyer was not quoted a higher cash price for the Vehicle because the Buyer purchased the Vehicle with financing through Dealer;

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- h.** All types of insurance, warranty, service contracts, or other products provided or arranged by dealer comply with all applicable laws and regulations; and the purchase price of said other products represents the fair retail market value of such goods and services, has not been overstated or inflated in any way, and represents the price for such goods and services imposed by Dealer in comparable cash sales;
- i.** All disclosures and notices required by law to be made to Buyer, obligor, and any guarantor were complete, accurate, and properly and timely made; and all documents required to be delivered at the time of signing the contract have been delivered;
- j.** The Contract was completely filled in when signed by each Buyer or guarantor and each received a completed copy of said Contract; Dealer has complied with, and the credit application, Buyer's order, the Contract, and all other documents submitted by Dealer conform to and comply with, all applicable requirements of the Truth and Lending Act (TILA), Regulation Z, the Equal Credit Opportunity Act (ECOA), Regulation B, The Fair Credit Reporting Act (FRCA), all Federal Trade Commission (FTC) rules, the Illinois Consumer Fraud and Deceptive Business Practices Act, the Illinois Motor Vehicle Retail Installment Sales Act, the Indiana Deceptive Consumer Sales Act, the Indiana Uniform Consumer Credit Code, and all other applicable federal, state, and local laws, rules, and regulations;
- k.** Dealer has made no inaccurate, untrue, or misleading representations, warranties, statements, claims, or comments regarding the finance charge, including, without limitation, that Dealer obtained the lowest or best interest rate available for the Buyer or with respect to any other matter relating to the Contract or the related transaction;
- l.** The Vehicle is and has been insured, commencing on the date of delivery of the Vehicle to the Buyer, in accordance with Turner's requirements; Turner is named as a loss payee on said policy; and Dealer has timely paid any premiums or charges to any insurance or other companies for any insurance, service contract, warranty, or other products;
- m.** Dealer shall create and perfect all liens in accordance with applicable law and shall cause Turner to be named as a first priority and sole lien holder within twenty (20) days of Turner's purchase of the Contract; Dealer shall forward such documents within the earlier of (i) the state-law timeframe for perfection or (ii) twenty (20) days from the date of Contract, together with the appropriate fees, to those public officials who are responsible for issuing the Certificate of Title or Registration; and that Dealer has taken all other steps required to perfect such lien or security interest in the name of Turner;
- n.** Dealer did not charge Buyer for any other fee, including documentary or processing fees, which Dealer does not charge in comparable cash transactions other than amounts disclosed as finance charges.
- o.** Dealer has disclosed to Buyer that Dealer intends to assign the Contract to Turner, and provided Turner's full name and address to Buyer.

Each of the representations and warranties of the Dealer made in this paragraph number 5 is a material inducement for Turner to enter into this Agreement and is material to the purchase of any Contract which presently has been purchased or which is to be purchased in the future by Turner. Each of the representations and warranties shall be deemed remade each time Turner purchases or acquires a contract from Dealer. The representations and warranties are cumulative. If there are any inconsistencies between this Agreement and the Assignment, then this Agreement shall control. Such representations and warranties shall not be considered waived if Turner purchases any Contract with knowledge that a representation or warranty is breached.

- 6.** In the event Dealer breaches any of its representations and/or warranties as set forth in this Agreement, is otherwise in default under this Agreement, or any Buyer or other person raises any claim, defense, set-off, or counter-claim to the Contract or any security interest granted thereunder, Dealer shall, upon demand, repurchase the Contract from Turner for an amount equal to the amount outstanding on the Contract less unearned finance charges, but including all late charges. Dealer shall pay Turner reasonable attorney's fees, court costs, and costs of collection associated with Turner's enforcement of this paragraph 6.
- 7.** If any of the following events occur:
 - a.** Any representation, warranty agreement, obligation, or covenant contained in this Agreement or in any assignment is breached, untrue, incomplete, or inaccurate; or
 - b.** There is any dispute, claim, defense, or action concerning (i) any statements, promises, acts, or omissions of Turner, (ii) the transaction related to a Contract, or (iii) any insurance, warranty, service contract, or other products sold or in connection with any Contract; or
 - c.** Satisfactory proof that Turner's first priority security interest in the Vehicle is perfected is not received by Turner within either thirty (30) days of Turner's purchase of the Contract or the filing of a bankruptcy by Buyer or other obligor under the Contract, whichever is sooner; or
 - d.** Dealer fails to perform any of its obligations under this Agreement or under an Assignment; or

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- e. Buyer fails to pay the first payment due Turner, then with regard to any Contract involved in, affected by, or related to such events, Dealer hereby unconditionally agrees to re-purchase from Turner any Contract purchased by Turner pursuant to this Agreement or a prior Agreement, accept Assignment of the Contract, and pay Turner, upon demand, the full amount unpaid under the Contract and all other indebtedness then due from Buyer, together with any collection costs, expenses, and attorney's fees incurred by Turner, including but not limited to any costs, fines, or fees associated with repossession of the subject Vehicle. In addition, Dealer agrees to indemnify and hold Turner and its subsidiaries and affiliates harmless from and against any and all actions, claims, losses, liabilities, costs, expenses, obligations, and damages (including but not limited to interest, penalties, punitive damages, and reasonable attorney's fees and other costs) arising out of any of the above events. Turner may employ attorneys of its selection, without the approval of Dealer, to represent and defend it and its subsidiaries and affiliates with respect to any of the above events and Dealer shall be responsible for payment of the reasonable fees and expenses of such attorneys. All Contracts re-purchased by Dealer under this Agreement shall be reassigned to the Dealer without recourse to Turner and without warranties or representations, expressed or implied, and any Vehicle in possession of Turner shall be returned to Dealer. Any liability of Dealer to Turner under this Agreement or Assignment shall not be affected or limited by any waiver, compromise, settlement, extension, or variation of the terms of the Contract or release of any Buyer, obligor, or guarantor. Turner shall not be required to seek any recourse against any security, Buyer, obligor, or other before being entitled to payment by Dealer.
8. CONTINUING DEALER OBLIGATIONS: Dealer agrees to maintain all licenses as required by law and agrees to promptly forward to the proper authorities all federal, state, and local fees and taxes due in connection with the sale and/or registration of each Vehicle. At the time the Contract is purchased by Turner, Dealer will provide Turner written evidence of physical damage insurance acceptable to Turner covering the Vehicle against comprehensive, fire, theft, and collision losses, and that Turner is the secured party and loss payee. Further, Dealer agrees to inform Buyer that no insurance coverage or other product or coverages are required to obtain credit other than comprehensive or collision insurance, and that any insurance may be obtained from any source of Buyer's choice. Dealer shall notify Turner of any material or significant change in Dealer's ownership, organization, or business, including but not limited to the death of a principal, whether a shareholder, general partner, or owner, a dissolution, a merger, a consolidation or reorganization, or a conversion to another form of legal entity or type of business. Such notice must be provided thirty (30) days prior to any such change or, if such change was not known within this time frame, then within thirty (30) days after dealer has knowledge of such change.
9. Turner or Dealer may terminate this Agreement at any time upon written notice to the other party, to be effective immediately. Such termination shall not release Dealer from any obligations or responsibilities concerning any Contract purchased or proposed to be purchased by Turner prior to such termination and this Agreement shall remain in full and force and effect as to any such Contracts or rights granted or obligations incurred prior to termination. Upon termination of the Agreement, Dealer shall immediately return to Turner any and all forms, documents, software, equipment, and/or other materials provided by Turner.
10. Dealer agrees that, without notice or demand, Turner has the ongoing right to deduct from any funds or other amounts due Dealer by Turner any and all amounts Dealer owes Turner, including without limitation any re-purchase or charge-back amounts, refunds of insurance, service contract, warranty, and other products, over-payments, and/or other amounts.
11. Dealer agrees that it is not a partner, co-venturer, legal representative, or agent of Turner in connection with any Contract or the sale transaction related thereto or for any purpose whatsoever. Each party agrees that any of the agreements, warranties, representations, and obligations of either party under this Agreement or any Contract or under an Assignment shall survive the purchase of any Contract by Turner, the re-purchase of any Contract by Dealer, and the termination of this Agreement. Dealer shall comply with the applicable privacy and information security safeguards requirements of the federal Gramm-Leach-Bliley Act (GLBA) and its implementing regulations and any applicable state law or regulations regarding customer or consumer privacy. Dealer shall not make any unauthorized disclosure or use of any nonpublic personal information of individual consumers that it receives from Turner or on Turner's behalf.
12. This Agreement is governed by and must be construed and enforced under the laws of the State of Illinois, without regard to choice-of-law or conflict-of-laws principles. The parties agree that all actions or proceedings arising out of or in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Cook, State of Illinois. This choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. The parties further agree and stipulate that the State and Federal courts located in the County of Cook, State of Illinois shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes

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and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement.

13. Any provisions of this Agreement or sub-parts thereof that may be prohibited by law or unenforceable are severable and shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
14. The remedies under this Agreement are cumulative, and are in addition to any remedies provided by law or equity. No course of dealing between Dealer and Turner or any delay or failure on the part of Turner in exercising any rights under this Agreement shall operate as a waiver of any right of Turner, except to the extent expressly waived in writing by Turner.
15. Upon Turner's request, Dealer shall promptly correct, sign, or deliver any inaccurate, incomplete, or missing Contract or other required documents, and deliver to Turner such other instruments as Turner deems necessary to confirm or perfect the interest of Turner in any Contract purchased by Turner and in the Vehicle and other goods and services described in the Contract or to otherwise carry out the intentions of this Agreement.
16. Dealer and Turner acknowledge that each have had the opportunity to be represented by counsel of their own choice throughout all negotiations which preceded the execution of this Agreement and have executed this Agreement with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
17. Dealer hereby waives any claim against Turner for consequential, incidental, and/or punitive damages arising from any act or omission of Turner in connection with this Agreement, including but not limited to any termination of this Agreement by Turner.
18. Dealer acknowledges that Turner may conduct a credit review of Dealer and in connection with such review, authorizes Turner to contact any third party it deems necessary.
19. After purchase of a Contract by Turner, Dealer shall immediately forward to Turner, without set-off, any payments on the Contract received by Dealer from Buyer. In the event such payment is made by check or other instrument payable to Dealer, Dealer shall endorse such check or other instrument to Turner.
20. Dealer shall not in any manner refer to Turner or to any affiliates of Turner in any advertising or other promotions without Turner's prior written permission.
21. Each Dealer who executes this Agreement agrees to be jointly and severally liable with respect to any breach of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

TURNER ACCEPTANCE CORPORATION

DEALER

Signature of Owner/Officer of Corp.

Signature of Owner/Officer of Corp.

Print Name & Title

Dealership

Name of Owner or Owners

Title

Address, City, State, & Zip

Phone Number *Fax Number*

DATED AS OF: _____

DLR _____

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CORPORATE RESOLUTION

RESOLVED, that _____ a(n) _____ corporation, duly licensed as a retail motor vehicle dealer, is hereby authorized to execute and deliver a Dealer Agreement with Turner Acceptance Corporation dated _____, 20__, to assign contracts and other obligations in accordance with that agreement, and to perform all the obligations and duties of the corporation in accordance with that agreement.

I, _____, Secretary of the corporation named herein, certify that the resolution appearing above is a true, accurate, and complete copy of a resolution of the Board of Directors of the corporation duly and regularly passed at a meeting of the Board of Directors which was duly called and held as required by law and the by-laws of the corporation on _____, 20__.

I further certify that in accordance with a duly passed resolution of the Board of Directors, the following persons are authorized to sign sales finance contracts and the assignments thereof to Turner Acceptance Corporation and other documents to bind Dealer:

_____ Name	_____ Signature	_____ Title
_____ Name	_____ Signature	_____ Title
_____ Name	_____ Signature	_____ Title
_____ Name	_____ Signature	_____ Title

I certify that the above resolution(s) has (have) not been amended or revoked.

Executed this ____ day of _____, 20__.

Corporate Secretary