

DEALER AGREEMENT DATED _____
BETWEEN NATIONWIDE SOUTHEAST LLC AND ITS SUCCESSORS (HEREINAFTER FinCo) AND

AND ITS SUCCESSORS (HEREINAFTER Dealer)

1. The purpose of this Agreement is to set forth the rules that will govern the purchase of acceptable Paper by FinCo from Dealer and to fix the rights and obligations of the parties with regard to such Paper. The term "Paper" shall mean retail installment contracts or other evidences of indebtedness arising out of the sale or lease of goods or services by Dealer to its Buyers on deferred payments. Dealer is not obligated to tender Paper to FinCo, and FinCo is not obligated to buy Paper which is not acceptable to it. All credit approvals are subject to verification with Buyers and Guarantors regarding terms, delivery, and satisfaction before FinCo is obligated to pay Dealer for such Paper.

2. **Assignment.** Dealer's assignments of Paper (the "Assignments" and each an "Assignment") to FinCo shall be without recourse except as provided in this Agreement or in the Assignments. The Assignments shall be required to be acceptable to FinCo in its sole discretion.

3. **Dealer Representations and Warranties.** In order to induce FinCo to purchase Paper, Dealer represents and warrants that:

(a) Each item of Paper, related information and documents provided to FinCo are genuine, contain the valid signatures of Buyers and Guarantors, correctly state the terms of the transaction, and are true and accurate in every material respect.

(b) All signers had the legal capacity to contract at the time of their signature.

(c) The goods and services are truly and accurately described in the Paper and have been delivered to, together with a copy of the Paper, and willingly accepted by Buyer.

(d) The down payments have been paid in full by Buyer without help from Dealer and were actually paid in cash or in merchandise received in trade as shown.

(e) The Paper arose from the bona fide sale of the goods and services described in the Paper and is a valid and enforceable obligation of the Buyer in accordance with its terms, free of any defense, offset, counterclaim, or other fact that could impair the collectibility of the Paper.

(f) Title to the goods and services is vested in Buyer under the Paper, and FinCo holds a valid first lien upon the goods.

(g) Title to the goods and services is not branded, nor is the title required to be branded as rebuilt, salvage, flood or other designation which may decrease the market value of the goods and services.

(h) Dealer is the sole owner of the Paper and has a legal right to assign it.

(i) Dealer possesses all of the requisite state and other jurisdictional licenses required to engage in its business and to sell the Paper to FinCo.

(j) The Paper represents the value of the purchase of the goods and services listed on the Paper, and no agreement, unless specifically noted on the Paper, exists to provide a cash payment to Buyer either in the form of a cash rebate or the payment of Buyer's indebtedness.

(k) No payments have yet been received on the balance of the purchase price as set forth in the Paper.

(l) No representations and warranties have been made to the Buyer other than those contained in the Paper and the Paper represents the entire agreement of Buyer and Dealer.

(m) Such steps as are necessary to perfect FinCo's security interest in the goods have been taken.

(n) The Buyer is not an employee of Dealer or a member of Dealer's family unless clearly shown otherwise in the credit application.

(o) Dealer has furnished FinCo with copies of all disclosures required to be given to Buyer under applicable law in connection with the sale of the goods and services that are the subject of each Paper, and such disclosures and the manner in which they were given conform to all applicable laws and regulations.

(p) The sales transaction and the Paper arising from such sale comply with all applicable federal, state, and local laws and regulations.

4. **Dealer Breach and Reassignment.** If there is any breach of Dealer's representations or warranties with regard to any item of Paper, then upon demand, Dealer shall immediately repurchase that Paper from FinCo for the Repurchase Amount, which is all the amounts due under that Paper, including FinCo's out-of-pocket expenses, less holdbacks (not discounts) and unearned finance and insurance charges.

Upon payment of such Repurchase Amount, FinCo shall reassign the Paper to Dealer. FinCo's rights and remedies hereunder shall be cumulative, and FinCo may exercise any right or remedy, whether against Dealer, Buyer, or the goods, simultaneously or separately and in such order as FinCo sees fit, without thereby releasing any other right or remedy FinCo may have. FinCo does not assume any responsibility of Dealer with respect to any Paper or otherwise. Reassignment of any Paper by FinCo to Dealer under this Agreement shall be without recourse and without warranties, express or implied. Upon reassignment, Dealer shall have all the rights and duties of the secured party under the Paper.

5. **Buyer Defenses or Complaints.** If Buyer makes a complaint to or raises a defense against Dealer or FinCo, upon demand of FinCo, Dealer will have thirty (30) days to provide a prompt good faith response to attempt to mutually satisfy all parties to the transaction. When responding to Buyer's complaint or defense, Dealer will comply with all applicable state and federal laws and regulations. In the event that Dealer fails to respond to Buyer in good faith to attempt to satisfy or ameliorate Buyer's complaint or defense, Dealer shall, immediately upon demand of FinCo, repurchase that Paper for the Repurchase Amount. With regard to any liability of Dealer to FinCo arising under this paragraph, Dealer may not resort to the Reserve Account but must pay cash.

6. **Collections.** FinCo shall have the sole right to collect the Paper it purchases from Dealer and to notify each Buyer to pay directly to FinCo. Dealer agrees not to solicit collections or make any repossessions, settlements, or adjustments with respect to the Paper it sells to FinCo and agrees to forward to FinCo all communications, inquiries, and identical remittances Dealer may receive with reference to said Paper to FinCo within 24 hours. Further, Dealer shall not accept the return of nor make any substitution of any of the goods covered by any such Paper except pursuant to FinCo's written instruction. FinCo may endorse Dealer's name upon any checks or money orders received in payment on such Paper.

7. **Payment Price and Reserve Account.** The financial terms under which FinCo will purchase Paper from Dealer will vary as agreed between the parties from time to time and from contract to contract. On purchase of Paper from Dealer, the Reserve Account will be credited with general holdbacks and finance charge participation, if any. The Reserve Account is subject to the following terms and conditions:

(a) FinCo has the right to charge the Reserve Account with the total amount of unpaid installments (matured and unmatured) of any Paper that is delinquent. Paper is delinquent whenever an installment shall have fallen two installments past due or whenever such Paper involves a bankruptcy, a repossession, a lawsuit, or a settlement (hereinafter Delinquent Paper).

(b) If, after adjusting for Delinquent Paper, the Reserve Account exceeds an amount equal to 35% (hereinafter Reserve Account Percent) of the total unpaid installments of all other outstanding Paper purchased from Dealer by FinCo, then an excess exists in the Reserve Account. Dealer and FinCo will share in any excess in the Reserve Account on a basis of 60% for Dealer and 40% for FinCo.

(c) Every six months commencing after one (1) year from the date of this Agreement, Dealer has the right to direct FinCo to determine whether there is an excess in the Reserve Account, provided FinCo receives a written request for such accounting at least 30 days prior to the date such accounting should be made. The excess in the Reserve Account shall be distributed according to the provisions of subparagraphs 7(b), 7(c) and 7(h). However, FinCo is not liable for such accounting or for the repayment of any of the Reserve Account if total credits to the Reserve Account have never exceeded \$10,000 or if it has been longer than five years since the date that FinCo has last purchased Paper from Dealer.

(d) The Reserve Account shall be held by FinCo as security: (i) against defaults or losses and out-of-pocket and other special expenses which may occur upon Paper purchased by FinCo from Dealer; (ii) against any loss or expense which FinCo may suffer or incur by reason of any breach by Dealer of any provision of this Agreement or of any provision or any assignment of Paper as contemplated hereunder; (iii) for Dealer's payment to FinCo, or to its affiliates, of any and all liability or indebtedness now or hereafter owing by Dealer to FinCo, howsoever arising or acquired; and (iv) for the insufficient Reserve Accounts of other dealers whose ownership involves a common principal with Dealer. **Under no circumstance shall Dealer be liable to FinCo for a Reserve Account deficiency caused by credit losses.**

(e) Accounts refinanced by FinCo or its affiliates may be charged to the Reserve Account if they should become delinquent, but only to the maximum extent of the amount refinanced.

(f) The Reserve Account shall be the exclusive property of FinCo to the extent it is not in excess, and shall be held by FinCo for the above purposes, but not in lieu of performance by Dealer. Dealer shall not have the right to offset against the Reserve Account any amounts it owes FinCo. In other words, Dealer is not to look to the Reserve Account to settle any of its obligations to FinCo under this Agreement or otherwise, except to the extent that there is money due Dealer out of the Reserve Account under subparagraphs 7(b), 7(c) and 7(h). FinCo may pursue against Dealer or others, or both, any and all of FinCo's available remedies and actions which may be concurrent and shall be cumulative and not mutually exclusive.

(g) FinCo shall hold and may collect the Delinquent Paper after it has been charged to the Reserve Account. Collections of principal thereafter will be credited back to the Reserve Account less one-third for FinCo's general expenses after full reimbursement of any court costs, legal, repossession or other fees incurred by FinCo. However, the Paper charged against the Reserve Account shall be deemed to be worthless after three years without payment, and FinCo shall not be liable or accountable to Dealer in any manner for its non-return.

(h) In the event that Dealer's portfolio at FinCo enters into a liquidation mode, or in the event of Dealer's breach of any provision of this Agreement, then FinCo may hold the Reserve Account until the complete liquidation of Paper purchased from Dealer has been accomplished. Dealer's portfolio is deemed to have entered a liquidation mode when balances outstanding shrink by over 20% in a 12 month period or no new Paper has been purchased in 120 days. When all matters are finally settled, any amount remaining in the Reserve Account, if any, shall be distributed as if it were an excess in accordance with subparagraphs 7(b) and subject to subparagraph 7(c).

(i) Any other provision to the contrary notwithstanding, to the extent paper is sold by FinCo for less than the principal amount, the dealer reserves may be charged for the difference.

8. **Specific Holdbacks and Discounts.** In addition to amounts for the Reserve Account, there are other kinds of holdbacks that Dealer may allow FinCo to take from time to time:

(a) **Specific Holdback.** Applies to the specific contract from which it is taken. When that specific contract is paid in full, or when the specified number of monthly payments has been made, if earlier, the Specific Holdback will be paid to the Dealer, unless the account had ever been delinquent as defined in 7(a) above, in which case it will be credited to the Reserve Account instead.

(b) **Discount.** Belongs to FinCo forever, and FinCo is in no way obligated to account for it to Dealer.

9. **Prepayment and Charge-Off.** Dealer's share of finance charges, credit insurance premiums, service contracts and gap waiver policies received in cash at the time FinCo purchases a contract, if any, is subject to refund in cash to the extent unearned in case of prepayment or charge-off.

(a) **Finance charges and credit insurance premiums:**

(i) **Prepayment.** When Buyer is entitled to a credit for unearned finance and (or) credit insurance premiums due to prepayment, Dealer's cash refund to FinCo (and the charge to Dealer's Reserve Account) shall be calculated according to the interest method (Rule of 78's).

(ii) **Charge-Off.** When Buyer defaults on his contract and FinCo charges off the contract balance as a bad debt, Dealer's refund to FinCo shall be calculated according to the ratio of the contract balance left unpaid by Buyer, to the original high credit.

(b) **Service contracts and GAP Waiver policies.** If Buyer, Dealer or FinCo is entitled to a credit due to prepayment, cancellation or charge-off, Dealer's refund to FinCo shall be in the same proportion as provided for by the policy multiplied by the amount FinCo paid Dealer for the policy.

10. **Insurance.** Prior to purchase of the contract by FinCo, Dealer shall bear the responsibility for loss to the collateral.

11. **Title.** The appropriate certificate of title for the vehicle with FinCo's first lien recorded must be perfected within 30 days of the contract date and must be in FinCo's possession within 60 days from the date the contract is purchased. Otherwise, Dealer will, on demand, repurchase the contract for the Repurchase Amount and will hold FinCo harmless from all damages, losses and costs that may ensue.

12. **Offset of FinCo's Payments to Dealer.** With respect to any sums due FinCo from Dealer, whether arising under this Agreement or otherwise, FinCo may offset these sums against what FinCo owes Dealer, including proceeds from Paper being purchased.

13. **Incorporation of Representations.** All representations, warranties, guaranties and agreements by Dealer set forth in this Agreement are incorporated in and made a part of each Assignment, and all representations, warranties, guaranties, and agreements by Dealer contained in each Assignment (and which are not otherwise specified in this Agreement) are incorporated in and made a part of this Agreement. In the event there is any conflict or inconsistency between the terms of this Agreement and any Assignment, the terms and provisions of this Agreement shall control.

14. **Indemnity.** Dealer will indemnify and hold FinCo and its officers, agents, affiliates and employees harmless from any and all liabilities, losses, costs, and expenses (including attorney's fees), resulting from any obligation, liability, or action of Dealer or its agents or employees. FinCo will indemnify and hold Dealer and its officers, agents, affiliates and employees harmless from any and all liabilities, losses, cost and expenses (including attorney's fees), resulting from any obligation, liability, or action of FinCo or its agents or employees. This indemnification shall survive termination of this Agreement and is in addition to and not in lieu of any other indemnities now or in the future, whether under other provisions of this Agreement or otherwise.

15. **Attorney Fees.** In the event of any suit or action arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to statutory costs and disbursements, its reasonable attorney fees, whether incurred before trial, at trial, on appeal, or in any bankruptcy or arbitration proceeding.

16. **Waiver.** Dealer waives diligence, presentment, protest and all demands or notices as to the Paper and consents to any extensions of time, compromise with any person, refinances and substitution or release of collateral, without diminishing Dealer's liability. The waiver by FinCo of any default by Dealer, or omission by FinCo to require compliance with any of the terms hereof, shall not be deemed to authorize any prior or subsequent default or omission.

17. **Successors and Assigns.** This Agreement shall inure the benefit of and bind FinCo and Dealer and their respective heirs, representatives, successors and assigns. However, the Dealer may not assign this Agreement except with the prior written consent of FinCo. The agreements of FinCo and the Dealer and the terms and conditions of this Agreement are for the sole benefit of such parties and are not for the benefit of any other third party.

18. **Termination.** Either FinCo or Dealer may terminate this Agreement with or without cause at any time; but such termination shall not affect any obligation on the part of either FinCo or Dealer which arose out of the purchase of Paper hereunder prior to the termination.

19. **Jurisdiction.** This Dealer Agreement shall be construed in accordance with and be governed by the laws of the State of Illinois. Any suit involving or arising under this Agreement may only be brought in an Illinois State Court having jurisdiction over the subject matter of the dispute. FinCo and the Dealer hereby consent to the exercise of personal jurisdiction by any such court.

20. **Invalidity.** Wherever possible, each provision of this Dealer Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement 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 Agreement.

21. **Waiver of Jury Trial.** Each of the parties to this Agreement hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, any note, any other amendment, instrument, document or Agreement delivered or which may be in the future delivered in connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

22. **Interest on Monies Due.** Any amounts due from Dealer to FinCo pursuant to the terms hereof, will bear interest from the date becoming due to the date of actual payment in good funds at the rate of one and a half percent (1-1/2%) per month.

23. **Agreement Acceptance.** This Dealer Agreement and the Guaranty, if any, set forth below are not effective until signed and accepted by FinCo at its executive offices located in the State of Illinois, except that the terms of this Dealer Agreement and the Guaranty, if any, shall apply to Paper assigned to FinCo prior to the effective date hereof as well as subsequent thereto. This Dealer Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Dealer Agreement. Any party to the Dealer Agreement may rely upon a copy of an executed signature page transmitted by facsimile or by electronic means as if it were a signed original.

24. **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between FinCo and the Dealer and supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of FinCo and the Dealer.

ACCEPTED at Chicago, Illinois this

_____ day of _____, _____

Name of Dealership

NATIONWIDE SOUTHEAST LLC

By _____
Authorized Signer

By _____
Signature of Officer, Partner or Owner Title

Title _____

By _____
Signature of Officer, Partner or Owner Title