

***DEALER AGREEMENT  
CAPITAL CREDIT LLC***

THIS AGREEMENT ("Agreement") is made and is effective as of the latest date set forth below the signatures of the parties, by and between CapitalCredit, L.L.C. ("Capital") and the undersigned motor vehicle dealer ("Dealer").

From time to time, Capital has purchased or will purchase from Dealer retail installment contracts, conditional sales contracts or other instruments (collectively, "Contracts") appropriately endorsed or as otherwise made subject to the terms of this Agreement covering motor vehicles ("Vehicles") and insurance plans, service contracts or warranty plans (collectively, "Plans") sold and delivered by Dealer in the ordinary course of business to retail buyers ("Buyers"). Capital and Dealer desire to set forth the terms and conditions applicable to such purchases of Contracts. The parties stipulate and agree as follows:

1. Purchase. Capital will purchase from Dealer such Contracts as Capital, in its sole discretion, finds acceptable. All Contracts, Buyers and information contained in each Buyer's credit application will be satisfactory to Capital in its sole discretion. Any prior review or acceptance of any Contract by Capital will not waive any representation, warranty or agreement of Dealer in this Agreement or in such Contract.

2. Representations and Warranties. Dealer's presentation of any Contract to Capital will constitute Dealer's representation, warranty and covenant with respect to each such Contract, and the Vehicle, Buyer and any Plans described in such Contract, that (i) Dealer has good title to the Contract free and clear of all liens and encumbrances and has all necessary power and authority to assign the Contract to Capital, (ii) Dealer has conveyed good title to the Vehicle to Buyer free and clear of all liens and encumbrances other than the security interest in favor of Capital as Dealer's assignee, (iii) the Contract complies with all applicable laws and regulations including, without limitation, those federal and state laws concerning consumer credit, truth-in-lending and retail consumer sales, (iv) each Contract represents a valid, bonafide sale and accurately sets forth the cash price, down payment, trade-in allowance, additional charges, unpaid balances, finance charges, deferred payment price, annual percentage rate of interest and other terms of sale, (v) any Plan sold in connection with such sale is accurately set forth on the Contract or on an appropriate endorsement to the Contract, (vi) all signatures of Buyer and any guarantor or endorser on the Contract are genuine and each such Buyer, guarantor and endorser had full legal capacity to enter into the Contract, (vii) the obligations of Buyer and any guarantor and endorser under the Contract are valid and enforceable in accordance with their terms, (viii) the Vehicle is protected by insurance for fire, theft, combined additional coverage and collision, with a loss payable clause in favor of Capital in at least the amount of the cash price of the Vehicle set forth in the Contract, (ix) the Dealer has, and assigns to Capital, a first priority perfected purchase money security interest in the Vehicle securing the total indebtedness provided for in the Contract, (x) Buyer has not been required to pay by electronic funds transfer, or purchase a Plan or other goods or services, as a condition to obtain credit pursuant to the Contract, and (xi) the Contract and all documents and information submitted by Dealer to Capital are authentic and complete as of the date of submission to Capital.

3. ECOA. Both Capital and Dealer will comply in a timely manner with all obligations under the Equal Credit Opportunity Act and all regulations promulgated under such Act. Capital is not a consumer reporting agency, as defined in the Fair Credit Reporting Act. Dealer will notify each applicant that their credit application is being submitted to Capital for credit approval. If Capital declines to purchase a Contract, then Capital will prepare the appropriate Notice of Adverse Action and send it directly to the address shown on the credit application.

4. Privacy. Both Capital and Dealer will comply with all federal privacy laws with respect to the Buyer's nonpublic personal information.

5. Repurchase By Dealer. Notwithstanding anything in this Agreement to the contrary, if at any time (i) Dealer has breached any obligation, representation, warranty or agreement under this Agreement, (ii) any Buyer denies liability under the Contract or asserts any claim, counterclaim, setoff or defense against Capital on the grounds of any act or omission of Dealer, or on the grounds of a defect to the Vehicle, or (iii) any failure of or defect in the Buyer's title to the Vehicle shall occur or arise or the first priority perfected security interest in favor of Capital in the Vehicle shall be challenged, or be lost, then on demand by Capital, Dealer will repurchase such Contract from Capital for a price equal to the balance due and owing under the Contract plus any amount paid by Buyer to Capital as if the Contract had been voluntarily prepaid as of the date of such repurchase and any and all expenses and costs (including reasonable attorney's fees) incurred by Capital in connection with such Contract. At Capital's option, any repurchase obligation may be deducted from any other sums (in whole or in part) due to be paid by Capital to Dealer for any new Contract being purchased under this Agreement. Any repurchase by Dealer will be without recourse to Capital and without any representations or warranties from Capital.

6. Certificate of Title. Dealer will (i) perfect a first lien in Capital's name on each Vehicle's Certificate of Title within 20 days of the sale date and (ii) deliver to Capital an original Certificate of Title to each Vehicle with Capital shown thereon as the first lienholder within 30 days from the date of each Contract. Dealer authorizes Capital to immediately institute and take such action in the name of Capital and/or Dealer as Capital deems necessary or convenient in its sole discretion to obtain such Certificate of Title. "Salvage", "rebuilt" and "true mileage unknown" Vehicle titles are not acceptable.

7. Purchase Price; Processing Charge. The purchase price for each Contract will be established pursuant to Capital's policies and procedures as in effect from time to time. A Contract processing charge as agreed to between Capital and Dealer from time to time will be subtracted and withheld from the sums paid Dealer by Capital for the Contract.

8. Controlling Agreement; Riders. This Agreement supercedes any prior understanding or agreement between the parties. All Contracts purchased by Capital under any such prior agreements are now subject to all the terms and provisions of this Agreement. If Capital and Dealer enter into any Riders to this Agreement, then each such Rider will become a part of this Agreement at the time any such Rider is signed by all parties.

9. Administrative Provisions.

(i) Dealer will indemnify, defend and hold harmless Capital from any and all claims, suits, liabilities, losses, expenses and costs (including reasonable attorney's fees) (collectively, "Claims") arising from or otherwise connected with any Contract purchased by Capital; provided that Dealer will have no obligation to indemnify Capital from any Claims arising solely from the acts or omissions of Capital.

(ii) If Dealer defaults under this Agreement then Dealer will pay to Capital, on demand, all Capital's costs, expenses, liabilities and damages of any nature, including reasonable attorney's fees, arising from such default or in connection with enforcement of this Agreement.

(iii) This Agreement is binding on the parties and their respective successors and assigns, but neither this Agreement nor any rights or obligations of Dealer will be assignable by Dealer without the prior written consent of Capital.

(iv) Capital, or Dealer when requested by Capital, will notify all Buyers that their Contracts have been assigned to Capital and that all future payments should be made to Capital. If Dealer receives any payments under any Contract then Dealer immediately will pay such amount to Capital.

(v) This Agreement will be construed, enforced and performed in accordance with the laws of the State of Tennessee without regard to any applicable conflict of law provisions. Any legal proceeding related to this Agreement shall be commenced in the General sessions court in Davidson county, Tennessee. Dealer agrees that the jurisdiction and venue of such courts is proper.

(vi) No party will be deemed the drafter of this Agreement and no court will construe any provision of this Agreement against any party as its drafter.

CAPITALCREDIT, L.L.C.

DEALER: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Notices:  
CapitalCredit, L. L.C.  
Attn: B.Spicer  
342 Cool Springs blvd, ste 202  
Franklin, TN 37067

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# DEALER INFORMATION

Corporate Name: \_\_\_\_\_

Date Established: \_\_\_\_\_

Trading As: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

FAX #: \_\_\_\_\_

DMV License #: \_\_\_\_\_

## Principals/Officers:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

\_\_\_\_\_

Cell #: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

\_\_\_\_\_

Cell #: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

SSN: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

\_\_\_\_\_

Cell #: \_\_\_\_\_