

MOTOR VEHICLE DEALER AGREEMENT

Between

Wood Finance, Inc. dba Premier Acceptance

(Lender)

and

(Dealer)

RECITALS

WHEREAS, within this Agreement Wood Finance, Inc. dba Premier Acceptance is hereafter referred to as “Lender”;

WHEREAS, within this Agreement _____, is hereafter referred to as “Dealer”;

WHEREAS, within this Agreement Lender and Dealer shall collectively be referred to hereafter as “the Parties”;

WHEREAS, within this Agreement the term “retail purchaser” or “retail purchasers” shall mean the end customer or customers purchasing a motor vehicle from Dealer with financing from Lender;

WHEREAS, Dealer and Lender desire to enter into a business relationship whereby Lender from time to time will finance and thereby purchase and receive an assignment of certain retail installment sales contracts, security agreements, notes, chattel mortgages, guarantees, title retention or lien instruments, and other related documents or collateral (hereinafter individually and collectively referred to as “Contract” or “Contracts”) from Dealer that Dealer wishes to sell to Lender, all subject to the terms enumerated within this Agreement;

NOW, THEREFORE, in consideration of the above and the agreements, provisions, and terms contained herein this Agreement and as an inducement by Dealer to obtain Lender’s purchases of Contracts procured by Dealer from retail purchasers of motor vehicles, the Parties hereby represent, warrant, covenant, and agree as follows:

- 1. PURCHASE** Lender shall have no obligation to purchase any Contract except only those which are acceptable to Lender in all respects at Lender’s sole discretion. Contracts which are purchased by Lender shall be purchased in accordance with Lender’s currently in effect incentives offered to Dealer at the time the Contract is tendered to Lender. Lender from time to time may change incentives and at Lender’s discretion without prior notice. If Dealer does not wish to accept any changes in incentives Dealer may chose not to sell a Contracts or Contracts to Lender.
- 2. PRICE** The price to be paid to Dealer by Lender for each Contract acquired will be determined at the individual Contract level at a price that is agreed upon by the Parties. The purchase price, less any amounts withheld pursuant to this Agreement shall be funded to Dealer within a reasonable time as determined by industry standards. Dealer’s negotiation of Lender’s check or Dealer’s acceptance of funds for the purchase price of a Contract shall evidence Dealer’s acceptance of the amount of such purchase price.
- 3. ASSIGNMENT OF CONTRACTS** Dealer will sell and assign all of Dealer’s right, title and interest

Dealer Initials: _____

in the Contracts to Lender without recourse as it relates to payment of the purchaser's obligation only, except that notwithstanding any other provisions of this agreement to the contrary and as may be otherwise provided in this Agreement between the Parties or in the individual Contracts assigned to Lender. Unless Lender and Dealer agree otherwise, it is agreed and understood that all Contracts Dealer presents to Lender for purchase shall be consumer contracts and not for consumer purposes. Dealer gives Lender full power to collect and discharge the Contracts and to take all legal or other proceedings as Dealer could take except for its assignment to Dealer.

Contracts to be acquired by Lender shall be assigned to Lender from Dealer upon the retail purchasers' execution of the retail installment sale contract, unless the Parties agree otherwise as to the timing of assignment(s). All Contracts assigned to Lender shall be subject to the representations, warranties, and covenants set forth in this Agreement, and Dealer will make suitable and proper entries on Dealer's books showing the absolute sale of such Contracts to Lender. Lender's title to Contracts and the property covered thereby shall at all times be superior to any right, title, or lien of Dealer, if any. If Dealer has not complied with its obligations, representations, and/or warranties pursuant to this Agreement, Lender shall not be obligated to accept assignment of Contracts from Dealer and shall not be obligated to supply funding to Dealer for such Contracts. Furthermore, if Lender discovers that that the collateral/vehicle

- 4. PAYMENTS FROM RETAIL PURCHASERS OR INSURANCE PROVIDERS** Lender shall make and receive all collections from purchasers on Contracts, and Dealer will not accept payments thereon. Dealer agrees not to commingle any payments received by Dealer with funds owed to Lender, but to hold such payments in trust for Lender and to remit to Lender promptly all payments so collected. For any payment from a retail purchaser where the payment is made payable to Dealer but the payment is presented to Lender and/or intended to be a payment on the Contracts acquired by Lender, Lender has the authority to endorse and deposit such payments to be applied to the retail purchaser's account with Lender to carry out the intent of this agreement. Lender may, at its sole discretion, modify payment terms with retail purchasers relating to Contracts acquired by Lender. Furthermore, Lender may compromise or adjust claims on Contracts or property covered thereby without Dealer's approval and without diminishing Dealer's liability hereunder.
- 5. BOOKS & RECORDS** Dealer agrees to furnish Lender promptly such financial statements and other information concerning Dealer's business affairs as Lender may request from time to time. Dealer also agrees to permit any of Lender's representatives to examine and make extracts from any of Dealer's books and records upon Lender's request.
- 6. REPRESENTATIONS AND WARRANTIES** Dealer represents and warrants to Lender that each Contract will represent a bona fide sale of the vehicle described therein to the retail purchaser(s) named therein for the amount set forth therein free from defense, set off or counter-claim of any nature; that Dealer has acted professionally and ethically in procurement of the Contracts with retail purchasers and have not subjected retail purchasers to undue influence or duress; that Dealer has completed the Contract disclosures truthfully and accurately; that Dealer has accurately described the vehicles being purchased by the retail purchasers, including but not limited to current mileage and current condition; that the vehicle covered by each Contract will have been delivered to and accepted by the retail purchaser(s) before the Contract is assigned to Lender and each of the retail purchaser(s) named in any Contract was of legal contractual age at the time they executed the Contract; that any down payment disclosed in such Contract has been paid in full by the retail purchaser(s) in cash and/or trade as shown in said Contract, and no part of said down payment consisted of notes or future funds due from retailer purchaser; that no adjustments in the cash price of any vehicles, or related goods or services, sold pursuant to any Contract have been made as a result of the pricing or any discount pursuant to this agreement; that each Contract will be the legal obligation of the retail purchaser(s)

named therein and will be valid and enforceable in accordance with its terms; that the statements made by the retail purchaser(s) in the credit statement are true and complete to the best knowledge of the Dealer; that the signatures of the retail purchaser(s) named in each Contract will be genuine; that before each Contract is assigned to Lender, Dealer will have complied with all applicable provisions of the Federal Truth In Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, and all other laws and regulations which are applicable to the transaction represented by the Contract; that Dealer has that Dealer will notify each prospective purchaser of Lender's name and address when such purchaser(s) credit statement information is submitted to Dealer for consideration; that Dealer is the sole and unconditional owner of each Contract assigned to Lender and no third party except the retail purchaser(s) named in the Contract will have any interest in the Contract or any vehicle covered by the Contract; that the security interest created by the Contract will be a valid prior security interest in any vehicle covered by the Contract and **Dealer will have taken all action which is necessary to create and perfect the security interest of Lender as first lienholder on any vehicle covered by the Contract within twenty (20) days following the date the retailer purchaser(s) executes the Contract**; and that all financial statements which Dealer has delivered to Lender and all financial statements which Dealer may hereafter deliver to Lender fairly and accurately represent Dealer's financial condition on the dates thereof and disclose all of Dealer's liabilities, and that there has been no material adverse change in Dealer's financial condition since the most recent of such financial statements except as Dealer has disclosed to Lender in writing.

All of the foregoing representations and warranties are made to induce Lender to purchase Contracts, and if there is any breach of this Agreement or any breach of any representations or warranties herein with respect to any Contract, without regard to Dealer's or Lender's knowledge, or lack of absolute warranty knowledge with respect thereto, or Lender's reliance thereon, Dealer will, and is obligated to, on demand, repurchase such Contract back from Lender for the then remaining unpaid balance owing on such Contract, together with all costs incurred by Lender, less Lender's unearned finance charges. Notwithstanding any other provisions of this Agreement, in the event Dealer fails to repurchase a Contract after 30 days of a demand to do so Lender may take legal action to procure the repurchase of the Contract or Contracts and Dealer agrees to pay any and all attorneys' fees incurred by Lender in procuring any repurchases.

Each of the foregoing representations and warranties shall survive any termination of this Agreement along with the assignments of each Contract to Lender, and shall continue in full force and effect until all Contracts which Lender has acquired from Dealer have been paid in full.

- 7. DISPOSITION OF REPOSSESSED VEHICLES** Lender shall have the right to store on Dealer's premises without cost to Lender any repossessed vehicles covered by the Contracts and while thus stored, Dealer shall be the bailee of the vehicle and shall exercise reasonable care in the safekeeping and preservation of the vehicle. The sale of a repossessed vehicle shall be conducted in a commercially reasonable manner in conformity with the Uniform Commercial Code. If the proceeds from the sale of the repossessed vehicle exceed the sum of the net unpaid balance on a Contract, plus the cost of putting the vehicle into saleable condition and any selling, repossession and out-of-pocket expenses, the amount of such excess will be returned to the customer.

Any repurchase of Contracts made by Dealer pursuant to this agreement shall include Lender's rights and obligations with respect to the repossessed vehicle, and shall be assigned without any express or implied warranty of any kind by Lender and shall be without recourse against Lender.

- 8. INDEMNITY** Dealer agrees to indemnify Lender and hold Lender harmless from all damages, losses, and expenses Lender may sustain by reason of any claim or defense which may be asserted against Lender and which is related to any Contract Dealer assigns to Lender. Dealer agrees to hold Lender

harmless from all damages, losses, or expenses Lender may sustain if Dealer fails to perform any term or provision of this agreement, or if any representation or warranty contained herein proves untrue or misleading. Without limiting in any manner the generality of the foregoing indemnity provisions, Dealer specifically agrees to hold Lender harmless from all damages, losses, or expenses which Lender may sustain by reason of Dealer failing to comply with any applicable provisions of the Federal Truth In Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act and the laws and regulations of this state in connection with any Contract or transaction represented thereby. Dealer also agrees to indemnify Lender against claims asserted against Lender for amounts already paid to Dealer or to Lender, which claims might have been asserted against Dealer if the Contract had not been assigned. Notwithstanding any other provisions of this Agreement, in the event any retailer purchaser fails or refuses to make any payments on any Contract on the ground that the Contract is subject to any claim, counterclaim, or defense he may have against Dealer, Dealer will, and is obligated to, on demand, repurchase such Contract back from Lender for the then remaining unpaid balance owing on such Contract, together with all costs incurred by Lender, less Lender's unearned finance charges. In the event Dealer fails to repurchase a Contract after 30 days of a demand to do so Lender may take legal action to procure the repurchase of the Contract or Contracts and Dealer agrees to pay any and all attorneys' fees incurred by Lender in procuring any repurchases. Furthermore, Lender shall not have any responsibility or obligation to perform any express or implied warranty by Dealer to the purchasers under any Contract.

9. WAIVER AND MODIFICATION Dealer waives notice of nonpayment, protest, and notice of protest on Contracts, notice of the acceptance of this, and all other notices to which Dealer might otherwise be entitled by law. Lender may hold and apply any money, property or Contracts of Dealer which may come into Lender's possession, to any amounts owing by Dealer hereunder. Lender's failure to exercise any right hereunder shall not be considered as a waiver of said right, but all rights and remedies contained herein shall be cumulative and not alternative. Dealer shall be responsible for the legal validity or sufficiency of any forms of Contracts or other documents not furnished to Lender by Dealer. No waiver, modification or change of this Agreement shall be valid unless accepted by Lender in writing. Lender may extend the time for payment of any Contract from time to time without Dealer's consent or notice to Dealer and without affecting Dealer's liability to Lender under this Agreement or on the Contract.

10. ATTORNEYS' FEES Notwithstanding any of the foregoing, if it becomes necessary for Lender to engage legal counsel to enforce any of the terms of this Agreement, Dealer agrees to pay Lender's reasonable attorneys' fees in addition to all other amounts owed to Lender by Dealer under this Agreement.

11. DEFAULT IN FIRST PAYMENT BY RETAIL PURCHASERS In the event a retail purchaser fails to make their first payment due to Lender on any Contracts acquired by Lender, any incentives provided or to be provided to Dealer pursuant to Paragraph 1 of this Agreement shall either: (1) if not yet paid, shall no longer be due to Dealer from Lender, or (2) shall be owed back to Lender from Dealer. Furthermore, Lender, at its option, may reduce future funding amounts to Dealer for new Contracts or reduce future incentive payment owed to Dealer to pay back amounts owed to Lender under this Paragraph.

12. FORUM SELECTION & GOVERNING LAW. The Parties agree that the forum for all actions, proceedings, or litigation arising out of or relating to this Agreement shall be in the Circuit or Superior Court of Marion County, Indiana or the Federal Court for the Southern District of Indiana, and Dealer expressly consents to jurisdiction within these forums. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

13. NOTICES All notices and other communications under this agreement will be in writing and will be deemed to have been duly given if delivered or mailed first class postage prepaid:

If to Lender, to:

Wood Finance, Inc. dba Premier Acceptance
Attn: General Manager
9830 Bauer Drive East, Suite 200
Carmel, IN 46280
with a copy email to:
Jim@premieracceptance.net

If to Dealer, to: _____

14. HEADINGS All headings contained herein are included for the convenience of the Parties and are not intended to interpret, affect, limit or modify the substances of this Agreement in any way.

15. CANCELLATION/TERMINATION Either party shall have the right at any time upon written notice to cancel this Agreement as to future transactions and such cancellation shall in no way affect Dealer's obligations as to the Contracts purchased prior to the effective date of cancellation.

16. ENTIRE AGREEMENT This Agreement is the entire and complete agreement between Lender and Dealer and supersedes all prior agreements, written or oral, by Lender, Lender's parent, subsidiary, affiliate, or predecessor and Dealer and its subsidiaries if applicable and shall be binding upon and inure to the benefit of the heirs, personal representatives, successors or assigns of the parties hereto.

Legal Entity Name [Dealer]

Street Address

City, State, Zip Code

Signature

Print

Title

Dated: _____

Wood Finance, Inc. dba
Premier Acceptance
9830 Bauer Drive East, Suite 200
Carmel, IN 46280

Signature

Print

Title

Dated: _____