



**DEALER PACKAGE
Retail Dealer Agreement**

JOINDER AGREEMENT

This Joinder Agreement dated as of _____ (“Joinder Agreement”) is a joinder agreement with respect to that certain Retail Dealer Agreement (“Dealer Agreement”) dated as of _____ by and among Affinity Bank Dealer Select (“Bank”) and the undersigned (“Dealer”).

WHEREAS, each of the dealers listed on Exhibit A hereto (the “Commonly Controlled Dealers”) are under common corporate or other control or affiliated within a group of dealerships with Dealer;

WHEREAS, each Commonly Controlled Dealer desires that Bank purchase Contracts from it; and

WHEREAS, each Commonly Controlled Dealer desires to be bound by the terms and conditions of the Dealer Agreement with the same force and effect as if each such dealer had individually executed the Dealer Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which as legally sufficient consideration are hereby acknowledged, the parties hereto agree as follows:

1. **Representations and Warranties.** The Dealer is authorized to sign on behalf of, and thereby bind, each Commonly Controlled Dealer. The execution, delivery and performance of this Joinder Agreement by the Dealer has been duly authorized by all requisite corporate action of each Commonly Controlled Dealer and no further consent or authorization of each Commonly Controlled Dealer is required. This Joinder Agreement has been duly executed and delivered by each Commonly Controlled Dealer pursuant to the execution and delivery hereof by the Dealer and is a valid and binding agreement enforceable against the each Commonly Controlled Dealer in accordance with its terms.

2. **Dealer Group Agreements.** Each Commonly Controlled Dealer hereby acknowledges, agrees and confirms that, by the Dealer’s execution of this Joinder Agreement, (i) it will be deemed to be a party to and the “Dealer” under the Dealer Agreement and shall have all of the rights and obligations of the Dealer thereunder as if it had executed the Dealer Agreement, and (ii) each Commonly Controlled Dealer is bound by all of the terms, provisions and conditions contained in the Dealer Agreement. All of the obligations of the Dealer and each Commonly Controlled Dealer (each, a “Dealer Group Member”) under the Dealer Agreement (collectively, the “Obligations”) shall constitute one joint and several direct and general obligation of all of the Dealer Group Members. Notwithstanding anything to the contrary contained herein, each of the Dealer Group Members shall be jointly and severally, with each other Dealer Group Member, directly and unconditionally, liable for all Obligations, it being understood that the performance of the Bank’s obligations under the Dealer Agreement inure to the benefit of all Dealer Group Members, and that the Bank is relying on the joint and several liability of the Dealer Group Members under the Dealer Agreement.

3. **Miscellaneous.** Unless otherwise defined herein, any capitalized terms shall have the meaning given to them in the Dealer Agreement. This Joinder Agreement and all matters arising out of or in connection with it (including, without limitation, matters of construction, validity and performance) shall be governed by and construed in accordance with the laws of the State of Georgia. Each Commonly Controlled Dealer submits itself to the jurisdiction and venue of the Superior Court of Newton County, Georgia for all purposes with respect to any dispute relating to this Joinder Agreement and each such dealer’s relationship with Bank under this Joinder Agreement.

IN WITNESS WHEREOF, the parties have caused this Joinder Agreement to be executed as of the date first above written.

BANK

DEALER

AFFINITY BANK DEALER SELECT: _____

9BHMB 5A 9. _____

X _____

X _____

Print Name _____

Print Name _____

Title _____

Title _____



DEALER PACKAGE
Joinder Agreement

EXHIBIT A
LIST OF COMMONLY CONTROLLED DEALERS

Dealer Name	Address	Phone	Contact
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____