



**INDEPENDENT DEALER PACKAGE
Information Sheet**

Dealership Name: _____ Phone #: _____

Make Welcome Call to: _____ Phone #: _____

Required documents to be signed:

- Retail Dealer Agreement (RDA)
- ACH Authorization Agreement
- Compliance Certification
- Personal Guaranty
- Dealer Resolution

Federal Tax ID #: _____

DealerTrack /RouteOne #: _____

DRM: _____

Additional Documents required:

- Copy of Dealer License
- Articles of Incorporation/ Operating Agreement-Stating officers/individuals who can sign on behalf of dealership
- 2 Mos. Bank Statements
- P&L and Balance Sheet
- Copy of Retail Installment Contract

Aftermarket companies utilized other than manufacturers, i.e.

Service contract provider name: _____

GAP provider name: _____

Contact Information: **PLEASE PRINT LEGIBLY**

Funding Notifications sent to email address: _____

Principal Name _____ Dealer Reserve Fax# _____

Phone Number _____ E-Mail _____

General Manager _____ E-Mail _____

Phone Number _____ Fax _____

Controller/Office Manager _____ E-Mail _____

Phone Number _____ Fax _____

F&I Manager _____ E-Mail _____

Phone Number _____ Fax _____

Title Clerk _____ E-Mail _____

Phone Number _____ Fax _____



DEALER PACKAGE Retail Dealer Agreement

RETAIL DEALER AGREEMENT Effective _____

This Retail Dealer Agreement (“Agreement”) by and between Dealer Select, a division of Affinity Bank (“Bank”) and the undersigned dealership (“Dealer” and, together with the Bank, each a “Party” and collectively the “Parties”) is made and entered into as of the date indicated above (the “Effective Date”) for the purpose of setting forth the terms by which the Bank will acquire from Dealer certain notes, retail installment or conditional sales contracts, security agreements, titles and other agreements (“Contract(s)”) evidencing retail sales by Dealer of new and used automobiles, van conversions and trucks or other motor vehicles (“Vehicles”). For and in exchange of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Parties hereby agree that, as of the Effective Date, the sale and purchase of any and all Contracts between the Parties shall be subject to the following terms and conditions:

1. General Terms of Purchase and Assignment. Contracts shall be assigned by Dealer to Bank on a non-recourse basis, except with respect to the express representations and warranties provided in this Agreement or in any other document executed in connection with any particular purchase. Except as set forth herein, the rate and terms of each purchase shall be at then-applicable rates as may be set by the Bank from time to time and mutually agreed upon by the Parties. Nothing contained herein shall impose an obligation on the Bank to purchase any particular Contract and the decision to purchase any particular Contract in connection with this Agreement shall be subject to the Bank’s sole and absolute discretion.

2. Identification of Contracts. From time to time the Dealer may present one or more Contracts to the Bank for consideration. After receipt of such Contracts, Bank shall provide Dealer with notice of its preliminary approval of the proposed purchase, which approval shall be valid for 30 days. Final approval is subject to Bank’s review of all required documents and credit information, to be determined at Bank’s sole and absolute discretion. Should the Bank elect to proceed with the purchase of a proposed Contract, then the Bank will provide written confirmation to Dealer which shall set forth the rate and any other material terms specific to such purchase (in each instance, a ‘Confirmation’ and such Contracts, “Confirmed Contracts”). Dealer acknowledges and agrees that Bank shall incur no obligation with respect to any Contract until such time as Bank issues a Confirmation relating to the same.

3. Purchase Terms.

a. Timing. When Bank receives properly completed documents relating to a Confirmed Contract, including all documents necessary for any assignment relating thereto, Bank will pay Dealer the Contract Price (as defined in subsection D below). All rights, title, and interest in any Confirmed Contract and all rights, title and interest in any Vehicle that is the subject of a Confirmed Contract, shall pass to Bank at the time of such payment and at such point a Confirmed Contract shall become a “Purchased Contract”. Bank may purchase any Contracts upon receipt of facsimile, original documents or other authenticated copies of properly completed documents relating to any Confirmed Contract, provided that all documents sent to Bank by facsimile, or other forms of electronic transmission are complete and accurate copies of the original documentation. If payment of the Contract Price by the Bank is made pursuant to a facsimile copy or other form of electronic transmission of the Contract, Dealer will send the original or authenticated copy of the Contract to Bank within 5 business days of receipt of the Contract Price.

b. Fees and Deductions. Bank may charge a funding fee with respect to any Purchased Contract and Dealer understands and agrees that the funding fee must not be passed through to the end-purchaser of the Vehicle (the “Buyer”). Bank shall deduct from the Contract Price (as defined below) an amount equal to the Vendor’s Single Interest Insurance (“VSI”) premium per Vehicle (which may vary depending on claims history) (“VSI Premium”). Any pass through of any amount of this VSI Premium by Dealer to the Buyer of a Vehicle shall be disclosed to such Buyer at the time of sale of the Vehicle to the Buyer.

c. Dealer Communications. Bank will from time to time provide ‘Dealer Communications’ to Dealer via facsimile and/or email which may provide additional terms and conditions applicable to the purchase of certain Contracts. Dealer Communications will specify the types of Vehicles and Contracts to which they apply. The Parties agree that Dealer Communications are intended to be incorporated into this Agreement and considered a part hereof and that the purchase by Bank of a Contract on or after the date of any applicable Dealer Communication shall be subject to the terms set forth in such Dealer Communications. Dealer consents to having the Dealer Communications sent in the form of a facsimile or email to the number or address provided pursuant to Section 24(i) hereof.

d. Purchase Price. Bank will pay Dealer for each Confirmed Contract as may be agreed upon from time to time by Bank and Dealer (“Contract Price”) and set forth in the Confirmation.

e. Authorized Assignment of Loan Contract. Purchased Contracts shall be assigned by Dealer to Bank and shall be delivered to Bank, together with evidence of title to the Vehicle naming Bank as lienholder. The Parties agree that the Bank is entitled to presume that delivery of a Purchased Contract and corresponding assignment documents are validly executed and authorized by the Dealer. The Dealer may object to any sale within fifteen (15) days of the funding thereof by the Bank and failure by Dealer to object within this time frame shall be conclusive proof that the assignment was authorized. Dealer’s objection shall only be valid if it is accompanied by tender of the full amount of the Contract Price paid by Bank for the Purchased Contract, less any amounts collected by the Bank from the Buyer of the related Vehicle.

f. Method of Payment. Payments of the Contract Price will be made via a credit ACH to account identified in the Authorization Agreement For Automatic Debits ACH (Credits) (“Authorization Agreement”), attached hereto as Exhibit “A” and incorporated herein by this reference (an “ACH Credit”). As applicable, in lieu of an ACH Credit, the Bank, in its sole and absolute discretion, may pay the Contract Price via a check or draft made jointly payable to Dealer and any third party who holds a security interest in one or more Vehicles owned by Dealer or who sold the Vehicle subject to the Purchased Contract to Dealer.

4. Third Party Products.

a. Other Products. The Bank shall have the opportunity to review and approve, in its sole and absolute discretion, any third party products, including but not limited to extended warranty products or mechanical breakdown protection products covering the



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Vehicle or included in the financing of the Vehicle, whether or not such product constitutes insurance ("Other Product"). The Bank may require for the Dealer to discontinue offering such Other Product upon Bank's or the Buyer's written request. In the event of the cancellation of any Other Product, the Dealer shall remit or cause the administrator or underwriter to remit, the amount of any refund of the purchase price thereof as Bank may direct. Contracts and agreements related to such Other Products are intended to be covered in the definition of "Contract" set forth above and shall be presented to the Bank with all other Contracts in connection with any particular proposed purchase and such Contracts shall provide the Bank with a security interest in any refund or benefits payable thereunder, which security interest shall be superior to the interest of any other person.

b. GAP Contracts. The Bank shall have the opportunity to review and approve, in its sole and absolute discretion, any (i) debt cancellation or debt waiver contracts ("GAP Contract") and (ii) the administrator and underwriter thereof. The Bank or, as applicable, the Buyer may request in writing for the Dealer to cancel any GAP Contract and the Dealer agrees to cancel such GAP Contract upon receipt of such request. Upon cancellation, the Dealer shall remit, or cause the administrator or underwriter to remit, the amount of any refund of the purchase price thereof as Bank may direct. Any applicable GAP Contracts are intended to be covered in the definition of "Contract" set forth above and shall be presented to the Bank with all other Contracts in connection with any particular proposed purchase and such GAP Contract shall provide the Bank with a security interest any refund or benefits payable thereunder, which security interest shall be superior to the interest of any other person.

5. Representations and Warranties.

a. General Representations and Warranties. So long as this Agreement is in effect, Dealer represents and warrants that:

i. Dealer is duly formed and existing under the laws of the state where organized and in each state in which the Dealer does business, is properly licensed, in good standing, and where required, in compliance with statutes applicable to the use of fictitious names or trade-names;

ii. If the state where a Contract is consummated is other than the state of Dealer's organization, Dealer is duly qualified as a foreign organization therein and in good standing in such jurisdiction, if such qualification would be required for Dealer to enforce the Contract;

iii. This Agreement and each Contract have each been duly authorized by Dealer and, when executed and delivered by Dealer, constitute the valid and binding agreements of Dealer, enforceable against Dealer in accordance with their respective terms except as enforcement may be affected by bankruptcy and similar laws affecting creditors' rights generally;

iv. Dealer has obtained and will maintain in full force all business permits, licenses, insurance and authorizations required in connection with Dealer's execution of a Contract or a sale of a Contract and Vehicle;

v. Dealer, including, without limitation, its employees and salespersons, have not represented and at all times will not represent that Dealer is the agent or authorized representative of Bank or acting on behalf of the Bank in any capacity;

vi. Dealer is not in default under any material contracts, agreements, or other commitments and is not subject to any collections actions or other litigation; and

vii. Dealer is not insolvent or has not made any assignment for the benefit of creditors, or filed any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of debtor is commenced by or against Dealer in the last twelve months.

b. Specific Representations and Warranties. As to each Contract assigned by Dealer to Bank, Dealer warrants and represents that:

i. All finance charges imposed by Dealer in connection with any Contract comply with all applicable laws of the state in which Dealer is located or, for any transaction that occurs outside of that state, the state in which the transaction occurs. Dealer agrees to fully comply with all requirements applicable to state and federal laws, rules, regulations, and guidance related to the sale, decision to extend financing for the sale, and financing of the sale including, but not limited to, state financing and sales laws, the Truth-in-Lending Act as implemented by Regulation Z, the Fair Credit Reporting Act, the Equal Credit Opportunity Act as implemented by Regulation B ("ECOA"), the Gramm-Leach-Bliley Act and regulations promulgated thereunder, the Bank Secrecy Act and regulations promulgated thereunder, and the USA PATRIOT Act, regulations promulgated by the Federal Trade Commission, including the Credit Practices Rules.

ii. At or prior to the delivery of the Vehicle to the Buyer, the Buyer shall have made any cash down payment required by the Contract in United States currency. No portion of such cash down payment will have been provided on credit to the Buyer(s), either directly or indirectly, by the Dealer or any other third party. Any automobile listed as a trade-in on said Contract shall be free from any and all encumbrances except as expressly noted on the Contract;

iii. To the best of the Dealer's knowledge, the credit application completed by the Buyer and all information provided by the Dealer concerning the Buyer is complete, true and accurate;

iv. Dealer has good title to the Vehicle and the Vehicle sold under the Contract is free from all liens or encumbrances except those in favor of Bank. Dealer has the right to sell and assign the Contract and there are no defenses, counterclaims, offsets or other facts or circumstances which would impair the validity, value or enforceability of a Contract or any terms or conditions thereof;

v. The Contract is valid and enforceable according to its terms, accurately describes Vehicle, evidences a bona fide sale of the Vehicle, and Buyer did not induce Dealer to knowingly enter into the Contract by any fraudulent scheme, trick or device and Dealer has not made any representations, warranties or agreements not contained in the Contract;

vi. The Contract was executed prior to the delivery of the Vehicle covered by the Contract to the Buyer, such Vehicle has been delivered to the Buyer named in the Contract and Dealer has taken all necessary steps to ensure that Bank will have a properly perfected security interest in such Vehicle prior to all other security interests, liens or encumbrances;

vii. All registered owners of the Vehicle shall have signed the Contract as a Buyer, Co-Buyer, or Guarantor;

viii. The Vehicle has been delivered to and accepted by Buyer in good and operable condition, free of physical and/or mechanical defects;



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ix. The rights of the Dealer set forth in the Contract are not subject to any offsets, claims, counterclaims against or defenses to the enforcement of the Contract. Dealer has fulfilled any and all obligations it has under the Contract, including, but not limited to, completion of all steps required under any agreement with Buyer to obtain any insurance, warranty, repair, maintenance or other coverage or services, including, but not limited to, GAP insurance coverage, liability insurance coverage, and third-party warranty coverage;

x. The Vehicle complies with all applicable federal, state and local laws and regulations;

xi. Dealer guarantees that physical damage insurance has been verified and is in effect each time a Contract is offered to Bank, with appropriate loss-payable clause in favor of Bank;

xii. To the best of the Dealer's knowledge, the Buyer has not fraudulently used the identity of another person to purchase the Vehicle;

xiii. Dealer has inspected the Buyer's driver's license and represents that Buyer has a current, valid driver's license and compared and verified the signature thereon with the signature of the Buyer written in Dealer's presence; and Dealer has made a record of the registration number of the Vehicle, the name and physical address of Buyer, the number of Buyer's driver's license and the date and place such license was issued;

xiv. Dealer shall honor any and all warranties granted to Buyer by Dealer or manufacturer as the case may be;

xv. Dealer has not made any charge, including documentary or processing charges, which Dealer does not make in a cash transaction other than amounts disclosed as finance charges, insurance and filing fees or other costs paid to public officials to perfect a security interest in the Vehicle;

xvi. Dealer warrants that any telephone numbers appearing in any credit application for a Buyer have been supplied by that Buyer, that all cellular or mobile telephone numbers reflected in the credit application have been accurately identified as a cellular or mobile telephone numbers in the credit application, and that each Buyer has expressly consented that any assignee of Dealer may use any information supplied by the Buyer, including cellular or mobile telephone numbers, to contact the Buyer including by means of automated dialing equipment, automated messages, and prerecorded messages;

xvii. Dealer warrants that it maintains formal policies to ensure that any 'dealer reserves' or 'dealer markups' (i.e., the difference between the annual percentage rate and buy rate) are negotiated with Buyers using only good faith, competitive reasons and in a manner that does not discriminate against any protected class under ECOA;

xviii. The Contracts are not and shall not be in default as of the time Bank becomes obligated to pay the Contract Price for the Contracts, if applicable;

xix. Dealer does not know of any fact not disclosed to Bank related to the Buyer, the Contract, or the Vehicle which may impact the Bank's decision to purchase the Contract; and

xx. Dealer acknowledges that Bank assumes no risk or liability with respect to the Contracts or any vehicles for any event that occurs prior to Bank's purchase of such Contracts.

Dealer acknowledges and agrees that each of the foregoing representations and warranties is material to the decision by the Bank to purchase any and all Contracts and each has been relied upon by Bank to induce the Bank to enter into this Agreement. This Section 5 shall survive the execution and delivery of this Agreement, shall be deemed repeated when each Contract is offered and assigned to Bank, shall survive the assignment of each Contract to Bank, shall continue in full force and effect until all Contracts Bank has heretofore acquired or may hereafter acquire from Dealer have been paid in full and until Dealer has performed all of its obligations to Bank hereunder and shall survive any expiration or termination of this Agreement or Bank discontinuing purchasing Contracts from Dealer.

6. Dealer Charge Back Provision. Contracts that have been paid off early or charged-off by bank prior to three (3) payments having been made or that are charged back under any provision of section 7 of this agreement will be charged back one hundred percent (100%) from the Dealers Reserve Payment.

7. Repurchase of Contracts. Bank may provide Dealer written notice to repurchase any Purchased Contract if:

- Bank reasonably determines that there is a breach of any Dealer's representations or warranties with respect to the Contract, the Vehicle or the Contract assignment;
- Dealer fails to perform any of its obligations under this Agreement, or such a failure is alleged to have occurred in a demand letter, regulatory investigation, court proceeding, or otherwise;
- The Buyer refuses to make payment on the Contract based in whole or in part upon an adjudicated claim or defense against Dealer; or

d. The Buyer attempts to rescind the Contract or the Contract is rescinded by operation of law or otherwise. Dealer's obligation to repurchase the Contract is not conditioned upon the Bank's repossession or return of the Vehicle to Dealer.

8. Repurchase Price. The purchase price applicable to any required repurchase of the Contract by the Dealer (the "Repurchase Price") shall be equal to the following amount:

a. The amount of the unpaid principal balance, including any additional amounts owed to the Bank in connection with the Bank's acquisition of insurance or other measures taken to preserve the Vehicle and/or Bank's interest therein, plus any accrued but unpaid interest through the date of payment by Dealer, less the amount of any unearned insurance premium.

b. If Bank has incurred any collection or repossession expenses, including attorney's fees and allocated cost of salaried attorneys, in connection with a Contract to be repurchased by Dealer, the Repurchase Price of the Contract shall include the amount of such expenses.

c. Any amounts paid by the Bank to the Dealer in connection with any Purchased Contract shall be added to the amount of the Repurchase Price for such Purchased Contract.

Until the Repurchase Price has been received by Bank, Dealer shall not have any right, title or interest in either the Contract or the Vehicle. If, however, after demand for repurchase but prior to payment of the Repurchase Price, Dealer shall be deemed to have acquired an interest in a Contract or Vehicle, Dealer hereby grants Bank a security interest in such rights under the Uniform Commercial Code as security for the performance by Dealer of its repurchase obligations hereunder, and Bank and Dealer shall have the respective rights, remedies and obligations



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of a creditor and debtor under said Code with respect thereto. Upon the exercise of the Bank's security interest granted under this Section 8, Dealer shall remain liable to Bank for any amount of the Repurchase Price that is not satisfied through disposition of the applicable collateral. The right of Bank to require repurchase of a Contract and the related Vehicle shall not limit and is in addition to the right of Bank to recover damages suffered by Bank as result of the breach by Dealer of any of Dealer's warranties or agreements hereunder.

9. Dealer Waiver. Dealer agrees that the Bank may convert the Contracts to electronic, microfilm or facsimile copies thereof and destroy the originals of Contracts. Dealer agrees that Bank's destruction of the originals of any Contract shall not affect any of its obligations to Bank hereunder, including without limitation, Dealer's obligation to repurchase Contracts. Dealer agrees that electronic or paper copies of the Contracts will be acceptable with respect to any repurchase obligation and for all other purposes under this Agreement and any documents and/or notice executed, prepared and/or issued in connection herewith. If Dealer is required to repurchase a Contract or Vehicle pursuant to this Agreement, Dealer waives any right it might have to (a) require Bank to make any claim to enforce any right against the Buyer or any other; or (b) to enforce its rights in the Vehicle. Dealer waives any and all rights and defenses based on or arising under any defense of Buyer other than payment in full, including, but not limited to any and all notice of non-payment, demand, protest, repossession or other action taken in connection with a Buyer and/or a Contract. Dealer agrees that any such repurchase shall be 'as is', 'where is', and 'with all faults' as of the date of repurchase without any representation or warranty whatsoever as to condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, concerning the Contract, the Vehicle or other property and shall be without recourse of any kind against Bank. Bank shall have the right to store Vehicles covered by the Contracts on Dealer's premises without cost to Bank for up to thirty (30) days, and while such Vehicles are thus stored on Dealer's premises, Dealer shall be Bank's bailee thereof and shall exercise reasonable care in the safe-keeping and preservation of the Vehicles.

10. Certificates of Title. Dealer agrees to deliver to Bank, within 90 days from the date the Contract is signed by the Buyer(s) ('Contract Date'), a certificate of title, or legal equivalent, issued by the appropriate state authority for the Vehicle or other titled property covered by the Contract, showing a first priority lien on the Vehicle or other property in Bank's favor for the unpaid balance of the Contract. Prior to delivery of the title, Dealer agrees to provide Bank with such evidence as Bank may request that a certificate of title for each Vehicle or other property has been applied for and that all taxes and fees in connection with the sale thereof have been paid. Dealer shall cause an application for title and registration of the Vehicle to be submitted to the appropriate government agency no later than ten (10) days after the Contract Date and in the manner directed by Bank in any Dealer Communication. Notwithstanding the provisions of this section to the contrary, in any state where the Buyer is responsible for applying for title to the Vehicle or other property, Dealer will be responsible only for those functions described in this section which Dealer is permitted to perform under state law or administrative regulations or rules.

11. Transfer of Legal Title. If Dealer is required to repurchase a Contract pursuant to this Agreement, Dealer shall be responsible for taking all necessary steps to transfer legal title to the Vehicle from Bank to Dealer and shall indemnify and hold Bank harmless from any and all liability, demands, claims, costs (including costs associated with independent or salaried attorneys) or damages which may be incurred by Banks as a result of Dealer's failure to properly transfer legal title to the Vehicle following repurchase of a Contract.

12. Default. Each of the following shall constitute an event of default ('Event of Default') under this Agreement: (a) any representation or warranty contained herein or heretofore or hereafter made pursuant hereto or any addenda hereto or pursuant to the transfer of any Contract to Bank which proves to be untrue or misleading in any respect; (b) Dealer fails to pay to Bank when due any principal or interest on any of its indebtedness to Bank or fails to perform any other obligation to Bank, whether now existing or hereafter arising and whether incurred pursuant to the Agreement or otherwise; (c) Dealer defaults in the due observance or performance of any term or provision of this Agreement or any addenda hereto; (d) Dealer ceases to do a business as a going concern; (e) Dealer becomes insolvent or makes any assignment for the benefit of creditors, or any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of debtor is commenced by or against Dealer. After an Event of Default, Bank may exercise any and all remedies which may be available to Bank, in equity or in law or pursuant to this Agreement, including but not limited to the indemnity set forth in Section 13 below and/or the right to require Dealer to repurchase any and/or all Contracts at the Repurchase Price pursuant to Section 7 and Section 8 above. Notwithstanding the foregoing, Bank may set-off against any monies owed and/or payable by Bank to Dealer any amount which is owed by Dealer to Bank pursuant to this Agreement.

13. Indemnification. Dealer agrees to indemnify, defend and hold Bank, its employees, agents, officers, directors, insurers representatives, parent or holding companies (and their employees, agents, officers, directors, insurers, and representatives) harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, losses and liabilities (including, but not limited to, attorney's fees whether incurred through the use of independent counsel or Bank's salaried attorneys, and costs of suits) arising out of, connected with, or in any manner relating to: (i) Dealer's negligence in relation to this Agreement or any Contract or Vehicle; Dealer's breach, alleged breach; (ii) any claims that, if true, would amount to a breach of any provision, covenant representation or warranty in this Agreement; (iii) relating to any Vehicle, Contract, assignment of Contract or any dispute or contention; (iv) any breach of warranty, rescission, fraud or damages or any claim asserted under the Federal Trade Commission Trade Regulation Rule ('Rule') commonly known as the Holder in Due Course Rule (16 C.F.R. L433) or any other law, rule or regulation; or (v) the failure of a vendor of an Other Product or GAP Contract to honor or perform its obligations thereunder (Items (i) through (v) are collectively referred to as the "Claims"). This indemnity includes strict liability proceedings. Dealer's duty to defend, indemnify, and hold harmless under this Section 13 arises regardless of the factual or legal basis for such Claims. As part of Dealer's duty to defend, Bank may, in its sole and absolute discretion, choose to defend itself with counsel of its own choosing, and Dealer expressly agrees to reimburse Bank for any such separate representation. The Dealer's obligations of indemnification under this Section 13 shall survive the termination of this Agreement.

14. Entire Agreement. This agreement contains the entire understanding between parties. No course of dealing or prior waiver of rights or breaches shall modify or vary the express provisions of this Agreement. This Agreement may only be modified pursuant to a Dealer Communication or Confirmation issued by the Bank or by a written instrument executed by an authorized officer of Bank and Dealer.

15. Transfer of Vehicles. If the interests of a Buyer in a Vehicle are transferred by any means to any other person, Bank may (a) enforce its right to accelerate payment of the amount then owing under the Contract if such transfer is an event of default under the Contract, (b) elect to permit the transfer without so accelerating, or (c) enter into any agreement with the transferee pursuant to which the transferee assumes the Buyer's obligations on the same or on amended terms. In none of these cases shall Dealer's obligations to Bank under the



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Agreement be affected, whether or not Dealer is consulted with regard to the same, and if the transfer is permitted or an assumption occurs, the term "Buyer," as used throughout this Agreement, will be deemed to refer not only to the original purchaser of the Vehicle but also to the transferee as of the date of the transfer.

16. Inspections of Books and Records. Dealer agrees to maintain complete and accurate records concerning each Contract and sale of a Vehicle including, but not limited to, records of all other transactions affecting the Contract and the sale of a Vehicle. Bank shall have the unconditional right at any reasonable time upon reasonable notice to inspect, examine, and make copies of all of Dealer's books, records and accounts relating to any Contract purchased by Bank under the Agreement. Dealer authorizes Bank to make such inquiries of third parties concerning the financial condition or business operations of Dealer as Bank deems necessary.

17. Termination. This Agreement may be terminated at any time by either party upon written notice to the other provided however Bank may terminate this Agreement by oral or telephonic notification. Termination shall not affect the responsibilities of the parties as to any Contract sold under this Agreement to Bank.

18. Financial Statements. Bank may request financial information regarding Dealer. Dealer shall provide such information in a form satisfactory to Bank. Dealer represents and warrants that all such information shall be complete and accurate, and that all financial statements shall be prepared in accordance with generally accepted accounting principles.

19. Compliance Addendum. Dealer hereby acknowledges receipt of the Compliance Addendum which is attached hereto as Exhibit B and incorporated herein by this reference and by executing the same agrees to abide by the terms and conditions therein.

20. Confidentiality. Bank and Dealer each represent and warrant to the other party that it has implemented and presently maintains safeguards designed to ensure the security and confidentiality of "Customer Information" that each party may allow the other party to access during this business relationship. Such safeguards shall include appropriate procedures, policies or systems designed to (1) protect the security and confidentiality of such information, (2) protect against anticipated threat or hazards to the security or integrity of such information, and (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer of the other party. "Customer Information" is non-public personal information collected by one party about its customers, including the fact that a customer may be a credit customer of the other party. Bank and Dealer agree that "Customer Information" will be held in strict confidence and accessed only for the business purpose provided in the Agreement. Bank and Dealer agree to protect this "Customer Information" according to commercially reasonable standards and no less rigorously than it protects its own customers' confidential information. Bank and Dealer represent that all personnel handling such Customer Information have been appropriately trained in the implementation of such party's information security policies and procedures. Bank and Dealer represent that they regularly audit and review their respective information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances including, without limitation, changes in technology, customer information systems or threats or hazards to Customer Information. Bank or Dealer may seek injunctive relief, in addition to a claim for damages, in order to prevent or remedy any breach of the foregoing.

21. Affiliates. Dealer authorizes Bank to share information about this Agreement and the purchase of Contracts with other entities now or hereafter affiliated with Bank through common ownership or management of Affinity Bank.

22. Continuing Obligations of Dealer.

a. Unless otherwise directed by Bank, within three days of receipt, Dealer will promptly convey to Bank in the form received, properly endorsed to Bank where appropriate, any monies received by Dealer relative to a Contract where the related Vehicle has not been repurchased by Dealer and shall advise Buyer to make all future payments directly to Bank.

b. Dealer appoints Bank its attorney-in-fact, without right of revocation and with full power of substitution, to endorse without recourse Dealer's name upon all notes, checks, drafts, or other instruments which are made payable to Dealer and are payment under a Contract. Further, Dealer grants Bank an irrevocable power of attorney to execute and file on Dealer's behalf any and all statements or other documents required or permitted to be filed under the Uniform Commercial Code or any other law or regulation in connection with the perfection of the security interest or title to Bank in or to any Contract and Vehicle relating thereto.

c. Dealer will not represent directly or indirectly to any person that Dealer has the ability to approve a Contract for such person or any other person on behalf of the Bank nor, by any means or method whatsoever, otherwise indicate that Contracts from Bank are obtainable by or through Dealer.

d. Dealer will not make any reference to Bank in any advertising materials of Dealer without Bank's prior written consent.

23. Personal Guaranty. Dealer acknowledges and agrees that the Bank may require one or more owners or principals of the Dealer to personally guaranty Dealer's obligations with respect to the representations and warranties provided by Dealer in this Agreement. Should the Bank require such a guaranty, Dealer acknowledges and agrees that execution of the guaranty(ies) by the guarantor(s) is an express condition precedent to any and all of the Bank's obligations under this Agreement and that (i) failure by one or more guarantor(s) to execute such guaranty upon request or (ii) a default by any guarantor(s) under any guaranty(ies) shall constitute an Event of Default under this Agreement.

24. General Provisions.

a. Headings. The headings in this Agreement are for convenience only, and shall not be deemed to define, limit or describe the scope of this Agreement.

b. Successors and Assigns. This Agreement binds Dealer and Bank and their respective heirs, representatives, successors, and assigns.

c. Change in Bank Name. Dealer expressly understands that Bank operates Affinity Bank Dealer Select as a division or a d/b/a of Affinity Bank and that Bank may opt to change its name, the form of its name, or the d/b/a used by Bank at any time. Dealer agrees that Bank may change its name or its d/b/a at any time and that any such change of name in form is not a change in the Bank's legal status requiring an assignment. Dealer agrees to enter into any revised Agreement as appropriate or requested by Bank in the event of a change of the Bank's name or d/b/a. Dealer agrees any change in name, change in the form of name, or change in d/b/a made by Bank shall not be a defense of any kind to complete and full payment and performance of all terms and conditions of this Agreement by Dealer



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d. Assignment. This Agreement may not be assigned by Dealer without the express written advance consent of Bank. Bank may from time to time assign all or any part of its rights in one or more Contracts and under this Agreement to any other persons, firms or corporations (each a "Participant"). Dealer agrees that each such disposition will give rise to a direct obligation of Dealer to Participant. Dealer authorizes Bank to disclose to any prospective Participant and any Participant any and all information in Bank's possession concerning the Agreement.

e. Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule or regulation, that determination shall not affect the validity or enforceability of any other provision of the Agreement.

f. Waivers. There shall be no waiver of any term or condition of this Agreement except by a written waiver signed by both parties. Any waiver of any term or condition by Bank under this Agreement on any occasion shall not be deemed a continuing waiver or a waiver of any other term or condition, unless the written waiver signed by Bank and Dealer expresses such an intention.

g. Governing Law. The 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. 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 Agreement and Dealer's relationship with Bank under this Agreement.

h. Independent Contractor. When acting under this Agreement, Dealer shall be an independent contractor and not an agent or representative of Bank. Dealer is not granted any express or implied right to bind Bank in any manner whatsoever.

i. Notices. Notices under this Agreement must be in writing, and shall be personally delivered, sent by facsimile or other forms of electronic communication, sent by nationally recognized overnight courier, or sent first class, postage prepaid to, with respect to the Dealer, the address provided in the Dealer Information Sheet provided in connection herewith. With respect to the Bank, to Dave Reese, President of Affinity Bank Dealer Select, 310 N. Broad St Monroe, GA 30655, phone 678-729-8555, or to such other address as is communicated by one party to the other. Each Party is responsible for notifying the other Party of any change their respective addresses. Notices shall be effective when so personally delivered or sent by facsimile or other forms of electronic communication, the next business day when sent by nationally recognized overnight courier, or 5 days after placing in the U.S. Mail.

j. Controversy Expenses. If a controversy concerning this Agreement arises, then the party who breached this Agreement, or any addenda hereto, will pay the reasonable costs and expenses the other party incurs in enforcing its rights (including, without limitation attorney fees of outside counsel and allocated costs of in-house counsel).

k. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement binding on all the parties hereto. Such counterparts may be transmitted to the respective parties hereto via facsimile or other means of electronic communication.

l. Waiver of Jury Trial. Dealer and Bank, to the fullest extent permitted by applicable law, each waive the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hand and seal to this agreement as of this _____ day of _____, _____.

BANK

DEALER

AFFINITY BANK DEALER SELECT _____ LEGAL NAME _____

X _____ X _____

Print Name _____ Print Name _____

Title _____ Title _____



**DEALER PACKAGE
ACH Authorization**

EXHIBIT A
TO RETAIL DEALER AGREEMENT

**Authorization Agreement for Automatic Debits
ACH (Credits)**

By signing below, the undersigned Account Holder hereby authorizes Dealer Select, a division of Affinity Bank to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to the account indicated below at the depository named below, hereinafter called "Bank", to credit and/or debit the same such account. This authorization shall continue in full force and effect until the Bank is notified of its revocation.

Bank Information: (Please provide a VOIDED check)

BANK NAME: _____

CITY/STATE: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

ACCOUNT TYPE: CHECKING OR SAVINGS

Is this a new request or a change to an existing authorization: NEW CHANGE

Account Holder Information

NAME: _____

ADDRESS: _____

CITY/STATE: _____

DEPOSIT ADVICE FAX #: _____

Account Holder

LEGAL NAME: _____

X _____

PRINT NAME: _____

TITLE: _____

DATE: _____



**DEALER PACKAGE
Compliance Certification**

EXHIBIT B
TO RETAIL DEALER AGREEMENT

Compliance Certification

The Fair Credit Reporting Act ("FCRA") and the Equal Credit Opportunity Act ("ECOA") apply to all parties who in the ordinary course of business regularly participate in the decision whether to extend credit to an applicant. In addition, the customer identification requirements of the USA PATRIOT Act apply when extending credit.

The FCRA was enacted to prevent applications for credit from being damaged because of inaccurate or stale information in consumer reports and to regulate the use of consumer reports. The ECOA prohibits discrimination in the granting of credit and further states that the applicants for credit shall not be discriminated against because of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), the fact that all or part of the applicant's income derives from any public assistance program, or the fact that the applicant has in good faith exercised any right under the federal Consumer Credit Protection Act. In addition, the ECOA contains rules as to creditor requirements for co-makers or co-applicants on an extension of credit. The USA PATRIOT Act was enacted in response to terrorism and increased need to identify the applicant.

In order that you might have an understanding of our procedures to ensure compliance with the FCRA, ECOA and the USA PATRIOT Act, we are outlining some of our requirements and procedures below:

1. Dealer should obtain a completed Affinity Bank Dealer Select or other approved credit application on each applicant. The applicant will be required to sign the appropriate space to verify its accuracy and to authorize Affinity Bank Dealer Select to investigate the applicant's credit background.
2. Dealer must advise each applicant that Affinity Bank Dealer Select is the lender to whom the credit application will be sent. This is particularly important when a generic application or an application of another lender is used.
3. Dealer must take all reasonable steps including obtaining complete applicant name, physical address, social security number and date of birth to determine and authenticate the identity of an applicant and to confirm that the applicant has a valid driver's license.
4. Affinity Bank Dealer Select will send an adverse action notice including FCRA and ECOA notifications to each applicant whose request for credit cannot be approved.
5. Dealer represents and warrants to Affinity Bank Dealer Select that the Dealer will comply with the requirements of ECOA and any regulations, policy statements, and guidance promulgated or announced by federal agencies, including the Consumer Financial Protection Bureau, the Office of the Comptroller of Currency, and the Board of Governors of the Federal Reserve System, concerning compliance with ECOA or other fair lending requirements. Without limitation of the general obligation to comply with ECOA, Dealer represents and warrants any "dealer reserves" or "dealer markups" (i.e., the difference between the stated Annual Percentage Rate and the Buy Rate) are negotiated with Buyers using only good faith, competitive business reasons and in a manner that does not discriminate against any protected class under ECOA; and that Dealer's loans assigned to Affinity Bank Dealer Select, taken as a group, will not reflect any disparate impact or treatment of a protected class.

Affinity Bank Dealer Select will continue our policy of providing prompt and efficient credit service to you and will appreciate your assistance in implementing the provisions of the FCRA, the ECOA and the USA PATRIOT Act.

Please indicate if your dealership charges a dealer document preparation fee or a delivery service charge on all vehicles sold?
Yes No Yes but excludes dealer employees

By signing below, the undersigned Dealer hereby certifies that it shall at all times comply with the procedures set forth above and any and all other procedures issued by Dealer Select, a division of Affinity Bank, or any applicable state or federal regulatory agency.

Dealer

LEGAL NAME: _____

X _____

PRINT NAME: _____

TITLE: _____

DATE: _____



**DEALER PACKAGE
Personal Guaranty**

PERSONAL GUARANTY

In order to induce Dealer Select, a division of Affinity Bank (the "Bank") to make and enter into a Retail Dealer Agreement (the "Agreement") with _____ (the "Dealer"), the undersigned guarantor ("Guarantor") agrees, in his or her individual capacity, to guaranty the Dealer's performance with respect to the representations and warranties provided by the Dealer in Section 5 of the Agreement (the "Representations") and to hold the Bank harmless from and against any damages incurred or amounts owed by Dealer to Bank as a result of any Event of Default arising out of or connected to a breach of one or more of the Representations. The Guarantor further agrees that the Bank and Dealer may from time to time extend or renew the Agreement, and may grant any releases, compromises, or indulgences, with respect to any obligations arising under the terms of the Agreement, or any extension or renewal thereof, or to any party liability thereunder or hereunder, all without notice or consent of any Guarantor and without first or contemporaneously suing Dealer or any other Guarantor or attempting to satisfy any such obligation to and from any other party. Each Guarantor further agrees that failure or refusal of Bank to exercise any of its rights or remedies provided in the Agreement or by law shall not result in any discharge of the Guarantor's obligations hereunder.

By signing below, I authorize the Bank to make inquiries and obtain information about me or from me as it deems appropriate for the purpose of evaluating my capacity to perform the aforementioned guaranty, including, but not limited to requesting a credit history report from a credit bureau of the Bank's choosing.

I acknowledge and agree that I shall be in default of this Guaranty if (a) any representation or warranty contained herein or heretofore or hereafter made pursuant hereto or any addenda hereto proves to be untrue or misleading in any respect; (b) I fail to pay to Bank when due any amounts due to Bank under this Guaranty or fail to perform any other obligation to Bank, whether now existing or hereafter arising and whether incurred pursuant to the Dealer Agreement or otherwise; (c) I default in the due observance or performance of any term or provision of this Guaranty or any addenda hereto; or (d) I become insolvent or make any assignment for the benefit of creditors, or any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of debtor is commenced by or against me. After any default under this Guaranty, Bank may exercise any and all remedies which may be available to Bank, in equity or in law or pursuant to this Guaranty or the Dealer Agreement.

I expressly understand and agree that Bank operates Affinity Bank Dealer Select as a division or a d/b/a of Affinity Bank and that Bank may opt to change its name, the form of its name, or the d/b/a used by Bank at any time. I agree that Bank may change its name or its d/b/a at any time and that any such change of name in form is not a change in the Bank's legal status requiring an assignment. I agree to enter into any revised Guaranty as appropriate or requested by Bank in the event of a change of the Bank's name or d/b/a. I agree any change in name, change in the form of name, or change in d/b/a made by Bank shall not be a defense of any kind to complete and full payment and performance of all terms and conditions of this Guaranty.

I acknowledge and agree that this Guaranty may not be assigned by me without the express written advance consent of Bank. Bank may from time to time assign all or any part of its rights in one or more Contracts and under the Agreement to any other persons, firms or corporations (each a "Participant"). I agree that each such disposition will give rise to a direct obligation of Guarantor to Participant. I expressly authorize Bank to disclose to any prospective Participant and any Participant any and all information in Bank's possession concerning the Agreement and/or this Guaranty.

This Guaranty contains the entire understanding between parties except for that certain Dealer Agreement. No course of dealing or prior waiver of rights or breaches shall modify or vary the express provisions of this Guaranty. This Guaranty may only be modified by a written instrument executed by an authorized officer of Bank and Guarantor.

IN WITNESS WHEREOF, the Bank and the Guarantor have set their hand and seal as of this ___ day of _____, _____.

BANK

GUARANTOR

AFFINITY BANK DEALER SELECT _____ FULL LEGAL PERSONAL NAME: _____

X _____ PERSONAL Signature: _____

Print Name _____ PERSONAL Address: _____

Title _____ City/State/Zip: _____

SSN: _____

DOB: _____



**DEALER PACKAGE
Dealer Resolution**

DEALER RESOLUTION

WHEREAS, _____ (the "Company") desires to make arrangements with Affinity Bank Dealer Select (and any other subsidiary or affiliate of Affinity Bank (collectively, the "Bank")) to sell, pledge to or discount with the Bank certain contracts, including, without limitation, retail installment contracts, lien contracts, conditional sale contracts, security agreements and other instruments, chattel paper and/or contracts for the sale of goods and/or services (collectively, the "Commercial Contracts").

NOW, THEREFORE, BE IT RESOLVED that the officers of the Company reflected in Exhibit "A", attached hereto and incorporated herein by this reference (collectively, the "Authorized Officers"), be and they are hereby authorized, directed and empowered in the name of the Company to execute and deliver to the Bank such agreements and any amendments or supplements thereto or revisions thereof (hereinafter referred to generally as "Agreements") as said Authorized Officers may deem proper relating to the sale, pledge or discount of Commercial Contracts and that each of said Agreements may contain such terms, provisions, conditions, covenants, warranties, and representations and grant to the Bank such security interest in property of the Company as may be required by the Bank and approved by such Authorized Officers, and the execution and delivery of any such Agreement by any Authorized Officer shall be conclusive evidence of the Company's approval of all of the terms, provisions, conditions, covenants, warranties, and representations contained therein.

BE IT FURTHER RESOLVED that the Bank is authorized to act upon this Resolution until written notice of its revocation is delivered to the Bank by the Company, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the Authorized Officers named herein.

I, _____, the (identify office held) _____ of _____, a (circle one) corporation / limited liability company / partnership / other entity, incorporated / organized under the laws of the State of _____, do hereby certify that the foregoing is a full, true and correct copy of a Resolution of the Company, duly adopted in all respects as required by law and the governing documents of said Company on the ____ day of _____, _____.

I further certify that said Resolution is still in force and effect and has not been amended or revoked, and that the specimen signatures appearing below and in Exhibit "A" are the signatures of the officers authorized to sign for Company by virtue of this Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand as an officer of the Company, this ____ day of _____, _____.

Dealer _____

LEGAL NAME: _____

X _____

TITLE: _____



DEALER PACKAGE
Dealer Resolution

EXHIBIT A
LIST OF AUTHORIZED SIGNERS / OFFICER

| Name | Title | Signature | Date |
|-----------|-------|-----------|-------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ |
| 7. _____ | _____ | _____ | _____ |
| 8. _____ | _____ | _____ | _____ |
| 9. _____ | _____ | _____ | _____ |
| 10. _____ | _____ | _____ | _____ |
| 11. _____ | _____ | _____ | _____ |
| 12. _____ | _____ | _____ | _____ |
| 13. _____ | _____ | _____ | _____ |
| 14. _____ | _____ | _____ | _____ |
| 15. _____ | _____ | _____ | _____ |