American
CREDIT ACCEPTANCE

Dear Dealer Partner:

Thank you for choosing American Credit Acceptance, LLC (ACA) as a lending partner for your dealership. We appreciate the opportunity to assist you and your customers with subprime financial solutions.

Our commitment to quality customer service and a common-sense lending approach have established ACA as a trusted lender for subprime automobile lending in franchise and independent dealerships coast-to-coast. Our goal is to provide quick and competitive financing for your customers.

As part of the enrollment process, we ask you to provide various documents that will help familiarize us with your business. The required documents are detailed on the following Dealer Enrollment Checklist.

We look forward to working with you and your customers.

Best Regards,

Todd Trawick
Chief Operating Officer

Dealer Enrollment

Toll Free: 866-202-6918 Fax: 866-740-0567

Franchise Dealer Enrollment Checklist

Dealership DBA/Trade Name:_____Date:_____

Dealer Contact Name:_____Phone: _____

Enrollment Process:

All items are required and must be completed in full unless stated otherwise. Please place the documents in order by the corresponding number on the checklist.

1. Notify your Market Manager to confirm the contents of your enrollment packet when complete.
2. Upon Market Manager approval, fax or mail the packet to: **American Credit Acceptance**
   Dealer Enrollment
   961 East Main Street
   Spartanburg, SC 29302
   FAX: 866-740-0567

#	Required Documents	☑	Related Document Notes
1	Dealer Profile Form (2 pages)	☐	Complete each section and sign where required
2	Dealer Agreement (13 to 15 pages)	☐	Sign and complete required pages **(Include both Legal and DBA names)**
3	Resolution document (1 page)	☐	Choose appropriate version of the resolution document for type of business, complete each section, print & sign where required
4	ACH Form (1 page)	☐	Enter Dealer **Legal and DBA Name** at top and bottom; date, print and sign name at bottom
5	Copy of voided check (attach to ACH Form)	☐	Routing and account # must be visible
6	Copy of W-9 (1 page)	☐	Complete according to instructions entering dealer **Legal Name** (as shown on tax return)
7	**California Only:** Dealer Election Statement Form (2 pages)	☐	Form located on the Dealer Resource page on website
8	**South Carolina Only:** Maximum Rate Schedule & Certificate	☐	Provide current copy of Maximum Rate Schedule & Maximum Rate Schedule Certificate

If you have any questions, please contact your Market Manager or ACA corporate Dealer Enrollment Team at: **866-202-6918**

American Credit Acceptance
961 E. Main Street
Spartanburg, SC 29302
www.AmericanCreditAcceptance.com

Sales Department
866-202-6912

American CREDIT ACCEPTANCE

961 East Main Street
Spartanburg, SC 29302
www.americancreditacceptance.com

Toll Free: 866-202-6918
Fax: 866-740-0567

Franchise Dealer Profile

Legal Name (under which tax returns are filed) and DBA Name			Federal Tax ID #	
Physical Address		City	State	Zip

Dealer Contact Name	Dealer Email Address	Dealer Website Address

Dealership Phone #	Credit Decision Fax Back #	CA-Tax Seller#	Dealer Track ID #	Route One ID #

	Year Started	Total Years in Business	In House Financing		If yes, please list dollar amount of portfolio	Number of portfolio accounts
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship			Yes	NO		
			☐	☐		

	Avg Monthly Sales	Inventory Level	Range of Inventory in Years	Part of Dealer Group		If yes, Name of Group	% Owned by Group
New Vehicles				Yes	No		
Used Cars				☐	☐		

Competing Lenders currently active at dealership:

Ancillary products currently offered (GAP, Warranties, etc.):

Dealership Key Personnel	Name	Phone	Email
Owner/Dealer Principal			
General Manager			
Used Car Manager			
F & I Manager			
Controller			

Confidentiality Notice: *This document is intended solely for the addressee(s) named herein and may contain privileged or confidential information. If you have received this document in error, please notify the sender immediately. You are hereby notified that any dissemination, distribution, or copying of this document and/or any attachments thereto, is strictly prohibited.*

DEALER AGREEMENT

This **Dealer Agreement** is made effective as of the last date written below by and among _____ and its affiliates (jointly and severally), as set forth on Schedule A, which is attached hereto and by this reference made a part hereof (collectively and individually "Dealer") having its principal place of business as set forth on Schedule A, and American Credit Acceptance, LLC, Auto Finance [a division of American Credit Acceptance, LLC], and their affiliates, subsidiaries, successors and assigns (collectively, "Finance Company") having its principal place of business located at 961 East Main Street, Spartanburg, SC 29302. Schedule A may be amended from time to time upon the mutual consent of the parties, which mutual consent shall be evidenced by each party's signature on the Schedule A.

Whereas, Dealer is engaged in the business of selling at retail new and used motor vehicles, and related products. In connection therewith, it originates retail installment contracts, conditional sales contracts, security agreements and other agreements to finance the purchase of these motor vehicles and related products by buyers.

Whereas, Finance Company is engaged in the business of purchasing retail installment contracts in connection with the credit sale of motor vehicles and related products.

Whereas, Dealer and Finance Company desire to set out the rights, obligations and responsibilities of the parties with respect to the purchase and sale of retail installment contracts.

In consideration of the mutual benefits to be derived from this Agreement, the promises, agreements, representations, warranties and covenants contained in this Agreement, and other good and valuable consideration the receipt of which is hereby acknowledged, Dealer and Finance Company agree as follows:

1. Recitals. By this reference, the recitals are incorporated herein and made a part of this Agreement.

2. Definitions. The following capitalized terms shall have the meaning ascribed to each as follows:

A. "Agreement" means this agreement and any schedules and addenda thereto, as may be amended from time to time.

B. "Additional Product" means, with respect to each Contract, each product and service sold in connection with the sale of a Vehicle, including, theft deterrent products, audio or video products, GPS systems, electronic equipment, surface protection products, extended warranties (otherwise known as, mechanical repair, service or repair contracts), GAP, property insurance, credit insurance, debt protection or any other insurance products.

C. "Buyer" means, with respect to any Contract, any person or legal entity, including any co-Buyer, co-signer or guarantor(s) who enters into such Contract with the Dealer for the purchase of a Vehicle together with any Additional Products.

D. "Contract" means a retail installment sale contract, conditional sale contract, security agreement or other document providing for the payment by Buyer to Dealer of monies in connection with a credit sale to Buyer of a new or used motor vehicle owned by Dealer, together with any Additional Products.

E. "Contract Amount" means, with respect to any Contract, the total amount financed under such Contract.

F. "Credit Application" means an application seeking credit completed by Buyer and submitted to Dealer, which Dealer forwards to Finance Company for its evaluation.

G. "GLB Act Privacy Regulations" means the regulations promulgated under Title V of the Gramm-Leach-Bliley Act of 1999 as amended from time to time, 15 U.S.C. 6801 to 6809.

H. "Nonpublic Personal Information" shall have the same meaning ascribed to this term under the GLB Act Privacy Regulations.

I. "Purchase Price" means, with respect to a Contract, the amount to be paid by Finance Company for such Contract which shall be based on the Contract Amount, and shall be in accordance with the applicable Purchase Program in place at the time Finance Company has approved the related Credit Application and pursuant to which the offer to purchase the Contract

is made, less discount and processing fee, plus rate participation. In the event the Purchase Program does not define pricing, the standard pricing shall be the Contract Amount less discount and processing, plus rate participation, without recourse.

J. "Purchase Program" means a program that Finance Company has offered to Dealer for the purchase of Contracts. The Purchase Program may define the pricing for the Contract and/or it may define the terms on which the Contract will be purchased (*e.g.*, partial recourse—first payment defaults require repurchase). The Purchase Program may be described in program sheets, notices or other communications from Finance Company to Dealer. In the event that a Purchase Program does not define pricing, the standard pricing defined under the definition of "Purchase Price" shall apply.

K. "Repurchase Price" means, with respect to any Contract at any time, the then remaining unpaid amounts owing with respect to such Contract, including, without limitation, all unpaid principal, all accrued and unpaid interest and all other amounts due and payable under or pursuant to such Contract.

L. "Vehicle" means, with respect to any Contract, the new or used motor vehicle that is the subject of such Contract.

3. Applicability. This Agreement shall cover all purchases of Contracts made by Finance Company from Dealer.

4. Application Process. Dealer may forward Credit Applications to Finance Company for its consideration, to provide Finance Company with the opportunity of making an offer to purchase the associated Contracts. Finance Company shall review each Credit Application, make a credit decision and communicate such decision to Dealer, with, if applicable, the terms under which it offers to purchase the Contract from Dealer. Finance Company shall, in its sole discretion, determine whether it will make an offer to purchase any and all Contracts. In the event an offer is made, it shall be deemed a preliminary approval. Finance Company's preliminary approval to purchase a Contract shall be valid for thirty (30) days. Final approval and purchase of the Contract is subject to Finance Company's receipt of all required documents as set forth in Section 5 and the satisfaction of any additional conditions set forth in Section 5. The Purchase Price for each Contract shall be set by Finance Company pursuant to its applicable Purchase Program, which program is subject to modification, provided such modification is in writing, delivered to Dealer, and not effective until after delivery to Dealer. If Dealer accepts Finance Company's offer to purchase the Contract, it shall promptly notify Finance Company of such decision.

5. Conditions of Purchase of Contract. Finance Company shall purchase a Contract upon the following conditions (i) receipt of such Contract, the associated Credit Application, and any other documentation associated with such Contract as required by Finance Company and communicated to Dealer, (ii) receipt of proof of the satisfaction of stipulation(s) specified by Finance Company (hereinafter collectively included in the term "Contract"), if applicable (iii) satisfaction, in the reasonable discretion of Finance Company, that such Contract is properly completed and executed, and that the requirements and stipulations previously specified for such Contract have been met, (iv) the Vehicle shall have been delivered to and accepted without dispute or claim by the Buyer, (v) each of the Contract representations, warranties and covenants set forth in Section 9 are true and correct as to such Contract, and (vi) the Dealer is not in default of this Agreement.

6. Purchase of Contracts. With respect to the purchase of any Contract, Finance Company shall promptly pay to Dealer the applicable Purchase Price, which payment shall be made within 10 days of Dealer satisfying all conditions set forth in Section 5.

7. Assignment. Upon Dealer's acceptance of Finance Company's offer to purchase any Contract, Dealer shall promptly assign such Contract to Finance Company. Title to such Contract, however, shall not pass to Finance Company until the applicable Purchase Price is paid or otherwise credited to Dealer, subject to any right of setoff or offset by Finance Company. Any such assignment shall include all right, title and interest held by Dealer regarding such Contract, including, but not limited to, a security interest or lien on the Vehicle. Any purchase of a Contract hereunder shall be without recourse to Dealer, except to the extent provided in Section 5 (due to a failure to satisfy a condition for the purchase of such Contract) and Section 15 (repurchase obligations), and unless the Contract was purchased by Finance Company under a Purchase Program that provides for recourse or other continued liability by Dealer.

8. Representations and Warranties of Dealer. As of the date of this Agreement, and as of each

and every date Dealer forwards a Credit Application or offers a Contract for purchase to Finance Company, and as of each and every date Finance Company receives a Credit Application to review or purchases a Contract hereunder, Dealer hereby represents and warrants to Finance Company the following:

A. Organization. Dealer is a duly organized, validly existing, qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement.

B. Capacity, Authority, Validity. Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and its obligations hereunder. The execution, delivery and performance of this Agreement by Dealer has been duly authorized by all necessary action, and this Agreement is enforceable against Dealer in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.

C. Licenses. Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement.

D. Compliance with Law. All business practices, acts and operations of Dealer are in compliance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the Fair Credit Reporting Act and Regulation V, the Equal Credit Opportunity Act and Regulation B, the Truth in Lending Act and Regulation Z, Title V of the Gramm-Leach-Bliley Act and Regulation P, and the Federal Trade Commission rules and regulations, including, but not limited to, the Used Car Rule, the Red Flags Rule, and the Risk-Based Pricing Rule.

9. Representations, Warranties and Covenants of Dealer With Regard to Each Contract. As of the date of this Agreement, and as of each and every date Dealer forwards a Credit Application or offers a Contract for purchase to Finance Company, and as of each and every date Finance Company receives a Credit Application to review or purchases a Contract hereunder, Dealer hereby represents and warrants to Finance Company the following regarding the Contract being purchased:

A. Credit Applications. Each applicant Buyer has expressed a definite interest in purchasing a vehicle from Dealer on credit, and in connection therewith, submitted a Credit Application. To the best of Dealer's knowledge, and after conducting reasonable due diligence, the Credit Application and any credit information furnished to Finance Company by Dealer on behalf of applicant Buyer is true, complete and accurate. The due diligence procedures to verify such information are in compliance with applicable law, in addition to being sound and consistent with industry standards and followed by all employees. Each applicant Buyer provided his/her written authorization to investigate his/her credit history and employment, and to obtain a consumer report on him/her. Alternatively, Dealer represents that it and Finance Company have another permissible purpose under the Fair Credit Reporting Act, as amended ("FCRA") to obtain a consumer report on the applicant Buyer. Further, in connection with each Credit Application submitted to Finance Company, Dealer agrees to disclose to each applicant Buyer that, in accordance with the FCRA, Dealer intends to submit the Credit Application to Finance Company for evaluation. The provisions of this subsection shall apply to all Credit Applications submitted to Finance Company by Dealer, and not only to those that Finance Company purchases from Dealer.

B. Verification of Buyer's Identity. Without limiting the general application of the prior subsection, to the best of Dealer's knowledge after conducting reasonable due diligence, Dealer has verified the identity of each applicant Buyer named in the Credit Application. At a minimum, Dealer has verified the identify of each applicant Buyer by use of a valid and unexpired driver's license or other identifying document acceptable to Finance Company which contains the applicant Buyer's photograph. The due diligence procedures to verify identity are in compliance with applicable law, in addition to being sound and consistent with industry standards and followed by all employees. In the event Finance Company reviews a Credit Application for an applicant Buyer whose consumer report contains an alert (as that term is used in the FCRA), Dealer will comply with all requirements of the FCRA relating to such alerts, including, but not limited to, performing additional due diligence to confirm the identity of such applicant Buyer as

specifically required by the FCRA. Dealer further agrees to comply with the requirements of its own Identity Theft Prevention Program (which is required by the FCRA's Red Flags Rule) to confirm the applicant Buyer's identity and to prevent the occurrence of identity theft. Dealer further agrees to perform any other due diligence as reasonably requested by Finance Company. The provisions of this subsection shall apply to all Credit Applications submitted to Finance Company by Dealer, and not only to those that Finance Company purchases from Dealer.

C. Contracts. (i) Such Contract is valid and represents a genuine obligation of the Buyer(s) named therein, (ii) such Contract is legitimate, valid and binding in accordance with its terms, (iii) such Contract fully and accurately states the terms of the transaction between Dealer and Buyer, (iv) Dealer has not made any representations, warranties or agreements not contained in such Contract, (v) to the best of Dealer's knowledge after reasonable investigation, each signature on such Contract and on all other documents are genuine, (vi) to the best of Dealer's knowledge after reasonable investigation, each Buyer has, at the time of entering into such Contract, the full legal capacity to do so, (vii) to the best of Dealer's knowledge, no suit or legal action or proceeding has been or will be brought or threatened to be brought by or against it in connection with such Contract, and (viii) such Contract is enforceable by Finance Company and its assigns.

D. Good Title and Assignment. Dealer has good and marketable title to the Vehicle, and such Vehicle is free from all liens or encumbrances, except those which will be in favor of Finance Company. Dealer has the right to make an assignment of such Contract.

E. Title, Security Interest and Lien. Dealer shall cause an application for title of the Vehicle to be submitted to the appropriate government agency within the time periods required by applicable law, including, without limitation, the time periods necessary to prevent the avoidance of the lien in a bankruptcy proceeding of the applicable Buyer. Further, Dealer shall take all steps necessary under applicable law to ensure that Finance Company will have a valid and properly perfected first priority security interest in such Vehicle, and that such lien shall be enforceable.

F. Counterclaims and Defenses. Dealer has performed all of its obligations under such Contract, and Buyer has no offsets or counterclaims against or defenses to the enforcement of such Contract, except as enforcement may be affected by bankruptcy and similar laws affecting creditors' rights generally. Without limiting the general application of the preceding sentence, Dealer has fully satisfied any and all warranties, expressed or implied, if any, made to the Buyer relative to the purchase of the Vehicle and Additional Products.

G. Insurance. At the time of Buyer's execution of such Contract, the Vehicle shall be covered by comprehensive and collision insurance protecting Finance Company's interest in such Vehicle; and Finance Company shall be named lien holder and loss payee under such Insurance Coverage. Upon request, Dealer shall provide to Finance Company a copy of an insurance binder or a declaration page insuring such vehicle in the name of the Buyer(s) with Finance Company named as loss payee.

H. Vehicle Branding. To the best of Dealer's knowledge, the Vehicle and all options therein are accurately described in such Contract, the title to such Vehicle is not branded indicating (i) that it is a salvage vehicle, (ii) that the odometer has been rolled back, (iii) that such Vehicle has had significant flood damage, (iv) that such vehicle is a gray market vehicle, or (v) that such vehicle has some other condition which has a significant adverse effect on the value of such Vehicle.

I. Down Payment. Unless specifically disclosed on the Contract, the down payment with respect to such Contract was paid in full by the Buyer, in cash, check, draft, immediately available funds, or in trade equity at the time of the purchase of the Vehicle, and no part of such down payment was loaned by Dealer or otherwise borrowed from a third party.

J. Additional Products. All types of Additional Products, including, but not limited to, insurance, extended warranties, mechanical repair or service contracts, gap waivers or other products provided, sold or arranged by Dealer comply with all applicable laws and regulations. All disclosures required by applicable law to be made concerning insurance and such other products or services were complete, accurate and properly made, and all documents required to

be delivered at the time of signing such Contract have been delivered.

K. Future Payments and Returns. Dealer shall not accept any payments on a Contract after it is sold to Finance Company. However, in the event a payment should be made to, and inadvertently accepted by Dealer, Dealer shall be deemed to have received the payment in trust for Finance Company, and shall promptly remit it to Finance Company, which in no event shall exceed three (3) business days. If a Dealer accepts a return of an Additional Product or such is cancelled, Dealer shall promptly remit to Finance Company the amount of the credit for such return or cancellation, for credit to such Contract balance, which in no event shall exceed three (3) business days. In the event a Buyer attempts to return or surrender the Vehicle to Dealer (*e.g.*, a voluntary repossession), Dealer shall immediately notify Finance Company, which in no event shall exceed one (1) business day.

L. Forms and Procedures. Except for any forms, procedures or documents (or any forms, procedures or documents that Finance Company requires Dealer to utilize) provided by Finance Company, the forms, procedures and other documents created and used by Dealer in connection with the transactions contemplated hereunder, comply with all applicable requirements of the Truth in Lending Act and Regulation Z , the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act and Regulation V, Title V of the Gramm-Leach-Bliley Act and Regulation P, the Federal Trade Commission rules and regulations, and all other federal, state and local laws, regulations and rules.

M. Cash Price. The cash price of the Vehicle as shown on the Contract is the "cash price" as defined by applicable law. The purchase price of the Vehicle is the price charged by Dealer for substantially similar vehicles in cash transactions and was not increased because the Vehicle was sold on credit to a member of a protected class as defined under applicable law or because the Contract was to be sold at a discount.

N. Misstatements. Neither Dealer, nor anyone on Dealer's behalf, has made inaccurate, untrue, or misleading representations, warranties, statements, claims or comments regarding the Vehicle, any Additional Products, the financing (i.e., sale of the vehicle on credit), or with respect to any other matter relating to the Contract or the related transaction, including, but not limited to, the finance charge, or obtaining the lowest or best interest rate available for the Buyer. Dealer shall notify Finance Company if it becomes aware that any information provided to Finance Company with regard to a Credit Application, Contract, or Buyer is not true or becomes untrue or inaccurate.

O. Contract Location. The entire transaction related to the Contract occurred at Dealer's place of business.

P. Each of the foregoing representations, warranties and covenants made hereinabove shall survive the execution, delivery, expiration or termination of this Agreement.

10. Representations, Warranties, and Covenants of Finance Company. As of the date of this Agreement, and as of each and every date Dealer forwards a Credit Application or offers a Contract for purchase to Finance Company, and as of each and every date Finance Company receives a Credit Application to review or purchases a Contract hereunder, Finance Company hereby represents and warrants to Dealer the following:

A. Organization. Finance Company is a South Carolina limited liability company, duly organized, validly existing, and qualified and authorized to transact business in, and in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement.

B. Capacity, Authority, Validity. Finance Company has the power, authority and legal right to execute, deliver, and perform this Agreement and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Finance Company has been duly authorized by all necessary action, and this Agreement is enforceable against Finance Company in accordance with its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.

C. Licenses. Finance Company is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted and to perform the transactions contemplated under this Agreement.

D. Compliance with Law. All business practices, acts and operations of Finance Company are in compliance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the Fair Credit Reporting Act and Regulation V, the Equal Credit Opportunity Act and Regulation B, the Truth in Lending Act and Regulation Z, Title V of the Gramm-Leach-Bliley Act and Regulation P, and the Federal Trade Commission rules and regulations.

E. Forms and Procedures. In the event that Finance Company provides Dealer with any forms, procedures or other documents (or requires that Dealer utilize specific forms, procedures or other documents), of any kind whatsoever, such forms, procedures or other documents shall comply with all requirements of the Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act and Regulation V, Title V of the Gramm-Leach-Bliley Act and Regulation P, the Federal Trade Commission rules and regulations, and all other federal, state and local laws, regulations and rules applicable to the transactions contemplated hereunder. Further, all rates provided by Finance Company shall comply with all applicable laws, including, but not limited to, maximum finance charge and usury laws.

11. Obligations of the Parties.

A. Adverse Action Notices and Compliance with Law. Each party shall send any required adverse action notices and any other notices to the applicant Buyer as may be required by applicable law, including, but not limited to, the Equal Credit Opportunity Act and Regulation B, and the Fair Credit Reporting Act and Regulation V, and the Federal Trade Commission rules and regulations, as a result of its respective credit evaluation of a Credit Application.

B. Books and Records. Each party, as applicable, shall maintain complete and accurate records concerning the following: (i) Credit Applications forwarded to Finance Company for consideration, (ii) any Contract sold to Finance Company, as well as the interest in the covered Vehicle, and (iii) all other transactions affecting the sale and finance of the covered Vehicle, and Additional Products. Each party has the right to review and inspect the other's records relating to the Credit Applications, Contracts, covered Vehicles, and Additional Products upon reasonable notice to the other (which shall in no event be less than five (5) business days), at the expense of the requesting party, and during normal business hours. Each party shall reasonably cooperate with the other during such review and inspection.

C. Forms, Procedures and Documents. Dealer shall generally, but not necessarily exclusively, provide the procedures, forms and other documents to be used pursuant to this Agreement. Finance Company shall have an opportunity to review, comment and approve of the procedures, forms and documents. In the event Dealer utilizes a third party form contract, Dealer agrees to use the most recent revision of such form contract.

D. Privacy and Information Security. Finance Company and Dealer shall comply with all federal and state privacy and data protection laws, rules and regulations, applicable now and in the future. Without limiting the general application of the preceding sentence, in the course of its performance under this Agreement, Finance Company and Dealer may disclose to each other or may receive personal information regarding consumers that is sensitive, private or otherwise nonpublic in nature (hereinafter referred to as "Personal Information"). A subset of Personal Information is information that meets the definition of Nonpublic Personal Information. The parties acknowledge and understand that privacy, data protection and identity theft protection laws and regulations may use terms such as personal information, sensitive information and nonpublic personal information. The intention of the parties is for Personal Information to include such terms and definitions.

Finance Company and Dealer agree that they will not use or disclose such Nonpublic Personal Information to any nonaffiliated third party except (i) to the extent necessary to carry out

the purpose or purposes for which the party discloses such information to the other party, (ii) in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to the party under an exception to the GLB Act Privacy Regulations or other applicable law, or (iii) as permitted by law and this Agreement. Finance Company and Dealer agree that any affiliate of either party shall use and disclose Nonpublic Personal Information to any nonaffiliated third party only to the extent that it may use and disclose such information. If Nonpublic Personal Information is disclosed to Finance Company or Dealer in connection with marketing, joint marketing or other promotional activities, whether by written or oral agreement, Finance Company and Dealer shall use and disclose such Nonpublic Personal Information only (i) to the extent necessary to carry out the activity or activities for which such Nonpublic Personal Information is disclosed to the party, (ii) in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to the party under an exception to the GLB Act Privacy Regulations or other applicable law, or (iii) as permitted by law and this Agreement.

Each party shall maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the Personal Information received from the disclosing party, including, but not limited to, the maintenance of appropriate safeguards to restrict access to Personal Information received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such Personal Information was disclosed to the receiving party.

Dealer agrees to immediately notify Finance Company in the event that it reasonably suspects that Buyer Personal Information disclosed to it by Finance Company has been or may have been subject to unauthorized internal or external access, use or disclosure (in any form – whether electronic, physical copy, or verbal) and could result in material harm or inconvenience to affected Buyers.

E. Survival. The provisions, agreements and obligations of this Section 11 shall survive the execution, delivery, expiration or termination of this Agreement.

12. Responsibility for Sale. Dealer shall have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of the Vehicle and any Additional Products financed under any Contract. Such responsibility includes any liability for any actions or omissions in connection with such sale of goods and services, for failure to deliver such goods or to perform such services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds of the trade-in or down payment, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by Dealer, the manufacturer or provider of the goods and services, or any third party.

13. Advertising and Promotion. Without Finance Company's prior written consent, Dealer shall not refer to Finance Company or any of its affiliates in any manner in any advertisements or promotions.

14. Modifications, Extensions, Waivers and Compromises of Contracts. Dealer understands and agrees that Finance Company may extend or otherwise change the due dates of installment payments due or to become due under any Contract, amend any Contract by agreement with the Buyer, whether or not Dealer is consulted with regard to the same. Dealer also agrees that Finance Company may advance funds for the purchase of insurance, to pay any taxes, fees, or liens, or otherwise to preserve a Vehicle and Finance Company's interest therein, without notice to or consent of Dealer and without affecting Dealer's obligation to Finance Company.

15. Contract Repurchase. In the event that Dealer breaches a representation, warranty or covenant contained in Section 9 with respect to a Contract, Dealer shall, if required and demanded by Finance Company (i) repurchase such Contract from Finance Company and (ii) reimburse Finance Company for any fees and costs suffered by Finance Company as a result of such breach. To repurchase such Contract, Dealer shall pay to Finance Company the Repurchase Price. Finance Company shall provide Dealer notice and demand for a Contract repurchase within thirty (30) days of discovering or having notice of the breach giving rise to such right of repurchase. Such notice and demand shall identify the Contract and alleged breach. In the event that Finance Company fails to give Dealer notice and demand for repurchase within 30 days of the discovery or notice of such breach, whichever occurs first, Dealer shall not be obligated to repurchase such Contract nor otherwise be liable

to Finance Company or any other third party with regard to such Contract. Finance Company has no duty to repossess the covered Vehicle or to return such Vehicle to Dealer as a condition to requiring any Contract repurchase. Upon Dealer's payment of the Repurchase Price, Finance Company shall sell, assign and endorse such Contract to Dealer. Such sale, assignment and endorsement shall be "As Is", 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 Additional Product. Any such assignment shall be without recourse and without warranties of any kind. Finance Company shall not be bound to exhaust its remedies against any security or any Buyer, co-signer or obligor before being entitled to payment by Dealer.

In the event that a Purchase Program includes a term, condition or other provision for the repurchase of, or regarding other recourse with respect to, a Contract, Dealer shall, if required and demanded by Finance Company (i) comply with such term, condition or other provision for repurchase or other recourse, and (ii) reimburse Finance Company for any fees and costs suffered by Finance Company as a result of the triggering of such repurchase or recourse. Dealer shall pay to Finance Company and act in accordance with the term, condition or other provision set forth in the Purchase Program. Finance Company shall provide Dealer notice and demand for such repurchase or recourse within thirty (30) days of discovering or having notice of such repurchase or recourse. Such notice and demand shall identify the Contract and the Purchase Program. In the event that Finance Company fails to give Dealer notice and demand within 30 days of discovery, Dealer shall not be obligated to repurchase or be subject to the recourse. As applicable, Finance Company has no duty to repossess the covered Vehicle or to return such Vehicle to Dealer to exercise its right to repurchase or recourse under the Purchase Program. In the event a repurchase of the Contract applies, upon Dealer's payment of the required amount, Finance Company shall sell, assign and endorse such Contract to Dealer. Such sale, assignment and endorsement shall be "As Is", 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 Additional Product. Any such assignment shall be without recourse and without warranties of any kind. Finance Company shall not be bound to exhaust its remedies against any security or any Buyer, co-signer or obligor before being entitled to relief under the Purchase Program.

The provisions, agreements and obligations of this Section 15 shall survive the execution, delivery, expiration or termination of this Agreement.

16. Dealer Default. Dealer shall be in default under this Agreement in the event (i) Dealer fails to pay Finance Company any amounts due under this Agreement within seven (7) days of Finance Company demanding payment, whether by facsimile, mail or express delivery (ii) any representation or warranty contained in this Agreement or hereafter made pursuant hereto, with the exception of representations and warranties made under Section 9, proves untrue or misleading in any material respect, (iii) Dealer ceases to do business as a going concern, (iv) 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 it and is not dismissed within 30 days of such filing, or (v) Dealer fails to comply with any federal, state or local law, regulation or ordinance relating in any way to the Contracts or the sale of the Vehicles which are the subject of the Contracts.

17. Indemnification.

A. Indemnification by Dealer. Dealer shall defend, indemnify, and hold Finance Company, and its respective members, managers, officers, employees, representatives, agents, servants, successors and assigns, harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, outside attorneys' fees, court costs and other amounts arising out of or resulting from (i) Dealer's breach of this Agreement, (ii) the failure of any representation or warranty of Dealer contained in this Agreement to be accurate, (iii) Dealer's maintenance, use or disclosure of Buyer's or applicant Buyer's information, (iv) Dealer's evaluation of Buyer or applicant Buyer for financing, (v) Dealer's denial of financing, or other adverse action, relating to a Buyer or applicant Buyer, or (vi) any actions of Dealer in connection with the Credit Applications and Contracts sold by it under this Agreement.

B. Indemnification by Finance Company. Finance Company shall defend, indemnify, and hold Dealer, and its respective shareholders, directors, officers, employees, representatives,

agents, servants, successors and assigns, harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, outside attorneys' fees, court costs and other amounts arising out of or resulting from (i) Finance Company's breach of this Agreement, (ii) the failure of any representation or warranty of Finance Company contained in this Agreement to be accurate, (iii) any of Finance Company's collection practices, (iv) Finance Company's maintenance, use or disclosure of Buyer's or applicant Buyer's information, (v) Finance Company's evaluation of Buyer or applicant Buyer for financing, (v) Finance Company's denial of financing, or other adverse action, relating to a Buyer or applicant Buyer, or (vi) any actions of Finance Company in connection with the Credit Applications and Contracts received or purchased by it under this Agreement.

C. Survival. The provisions, agreements and obligations of this Section 17 shall survive the execution, delivery, expiration or termination of this Agreement.

18. Power of Attorney. Dealer hereby grants Finance Company a limited power of attorney to do any and all things necessary or appropriate in Dealer's name to carry out the intent of this Agreement, including, but not limited to, signing and endorsing the name of Dealer to any assignment of a Contract and endorsing Dealer's name on payment checks applicable to Contracts purchased by Finance Company. This power of attorney shall be irrevocable and shall remain in effect for so long as there are Contracts outstanding that have been purchased pursuant to this Agreement.

19. Setoff. Dealer agrees that Finance Company has the ongoing right to deduct from any funds, deposit, account, obligation or any other amounts due Dealer by Finance Company (or its subsidiaries or affiliates), any and all amounts Dealer owes to Finance Company (or its subsidiaries or affiliates), including, without limitation, any Repurchase Price, any chargeback amount, any amounts resulting from Dealer's failure to promptly and properly record Finance Company's security interest in the Vehicle, any amounts resulting from the return or cancellation of Additional Products, or other amounts. Each party's rights under this Section 19 are in addition to any other rights and remedies which they may have under this Agreement, applicable law or general equity principles.

20. Survival. It is understood and agreed that the covenants, agreements, terms, indemnifications, remedies, representations and warranties set forth in Sections 9, 11, 15 and 17 shall survive the execution, delivery, expiration or termination of this Agreement for any reason, the delivery of each Contract and the purchase or repurchase of any Contract and shall continue in full force and effect with respect to each Contract.

21. Termination. This Agreement shall become effective upon its execution by Dealer and Finance Company, shall apply to all Credit Applications submitted to Finance Company (including any Credit Applications submitted to Finance Company prior to execution of this Agreement) and all Contracts purchased by Finance Company thereafter, and shall continue in effect until terminated (i) by Finance Company or (ii) by Dealer. This Agreement may be terminated at any time by any party upon thirty (30) days prior written notice to the other party, but such termination shall in no way affect the obligations of the parties regarding Contracts sold prior to actual termination.

22. Notice Of Dealer Changes / Department of Motor Vehicles Actions. Dealer shall give notice to Finance Company of any material or significant changes in the ownership, structure or business of Dealer, including without limitation, the death of a principal or guarantor, whether a shareholder, general partner or owner, and dissolution or insolvency or bankruptcy, reorganization, merger or consolidation, any sale of assets or stock or conversion to another legal structure or type of business, or cessation of business. Such notice shall be provided in writing thirty (30) days prior to such change. Dealer shall also provide notice to Finance Company of any department of motor vehicle / department of transportation (or the analogous state agency) actions, administrative or criminal charges filed against Dealer or any guarantor, or any claims made against Dealer's bond, within 3 (three) days of such action, claim or charge, or Dealer's knowledge thereof, whichever occurs first.

23. Dealer Creditworthiness. Dealer understands and agrees that it has continued obligations and potential liability to Finance Company (e.g., repurchase obligations), and that Finance Company is subject to substantial risk if Dealer is not able meet its obligations. Accordingly, Dealer authorizes Finance Company to investigate its creditworthiness and credit capacity as Finance Company may, in its discretion, deem necessary from time to time.

24. Miscellaneous.

A. Independent Contractor Relationship. The relationship between each Dealer and Finance Company is that of an arm's length seller and purchaser of consumer installment sale contracts, or independent contractor, and shall not be construed as a joint venture, partnership or principal-agent relationship or contractual servicer of consumer installment sale contracts, and there is no intention to create any partnership, joint venture, principal-agency or servicer relationship. This Agreement shall not be construed as authority for either party to act for the other in any agency or any other capacity or to make commitments of any kind for the account of or on behalf of the other, except as expressly set forth in this Agreement, or otherwise agreed to by the parties in writing.

B. Notices. All notices and other communications shall be by electronic mail or in writing. All electronic mail notices shall be promptly confirmed in writing; provided, however, that any failure to provide such confirmation shall not invalidate such notice or other communication. All written notices and other communications shall be deemed given (i) three business days after being deposited in the U.S. mail, first class, postage prepaid, (ii) on the same day, if sent by electronic mail or facsimile transmission for which a confirmation is received, (iii) on the same day, if served personally, or (iv) the next day, if sent by overnight delivery by any generally recognized overnight delivery service, and sent to the following addresses, or to any other address as may hereafter be designated in writing by notice pursuant to this Section 24:

If to Finance Company: ATTN: President
961 East Main Street
Spartanburg, SC 29302
Phone: (866) 441-0251
Fax: (864) 256-2572

With a copy to: ATTN: Dealer Enrollment Dept.
961 East Main Street
Spartanburg, SC 29302
Phone: (866) 202-6918
Fax: (866) 740-0567

If to Dealer: ATTN:
_____
_____
_____
Phone: _____
Fax: _____

With a copy to: ATTN:
_____
_____
_____
Phone: _____
Fax: _____

C. Entire Agreement. This Agreement, including any addenda, schedules, or exhibits referenced herein or attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof.

D. Governing Law. This Agreement shall be governed by and interpreted in all respects by the laws of the state of South Carolina, without regard to any conflicts of law principles or choice of laws.

E. Provisions Severable. If any provision of this Agreement shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent that it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no

way be affected or impaired thereby, except where such enforcement is in manifest violation of the present intention of the parties reflected in this Agreement.

F. Amendment, Assignment, and Successors. This Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, may be amended from time to time in writing by mutual agreement of the parties. No party shall be bound by any change, alteration, amendment, or modification of any of the provisions hereof unless in writing and signed by an authorized officer of the party against whom it is sought to be enforced. Dealer may not assign this Agreement without the prior written consent of Finance Company; except, however, Finance Company may assign this Agreement to an affiliate with written notice to Dealer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

G. Waivers and Cumulative Remedies. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a party to insist upon the strict performance of any term or condition under this Agreement or to exercise any right or remedy available under this Agreement at law or in equity, and no course of dealing between the parties, shall imply or otherwise constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy by any party will preclude any other or further exercise thereof. All rights with respect to a Contract, unless otherwise provided in this Agreement, shall continue until all amounts owed under the Contract have been fully paid. All rights and remedies provided in this Agreement are cumulative and not alternative; and are in addition to all other available remedies at law or in equity.

H. Section Headings. Section headings are included in this Agreement for reference purposes only and do not affect the interpretation of this Agreement.

I. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed via facsimile, and such facsimile signatures shall have the same force and effect as original signatures.

25. Arbitration. The parties agree that instead of litigation in a court, if any dispute, claim or controversy occurs arising out of, connected with or relating to this Agreement, at the request of a party, the parties shall resolve such dispute by binding arbitration administered and conducted under the then current Commercial Arbitration Rules of the American Arbitration Association and Title 9 of the United States Code. The parties agree that once one party has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all disputes and that by agreeing to this arbitration provision and entering into this Agreement, the parties are waiving their right to a jury trial. The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing state or federal law when making an award. The arbitrator shall award only those damages or other relief permitted by applicable state or federal law. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may enter judgment on the award in any court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties. The prevailing party in any arbitration proceeding, or judicial action to enforce an arbitration determination or award, shall be entitled to reimbursement from the other party for costs, filing fees, reasonable pretrial, trial and appellate attorney's fees, witness fees, expert fees, arbitration panel fees, and travel fees. The arbitrator deciding the disputes shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this arbitration provision, Agreement and applicable law. The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) shall govern any arbitration under this arbitration provision and Agreement. All arbitration hearings shall take place in Spartanburg, South Carolina, unless the parties mutually agree in writing on a different location to hold any such arbitration hearing. If a party fails to arbitrate as required under this arbitration provision, the party demanding arbitration shall, to the extent allowed by applicable law, be entitled to recover its/their attorneys' fees and costs incurred in compelling the other party to arbitrate the dispute.

26. <u>Independent Counsel and Interpretation</u>. Dealer and Finance Company do hereby acknowledge and agree that they have been or have had the opportunity to be represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addendum, amendment, or exhibits.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, Finance Company, and Dealer have executed this Agreement with proper authority effective as of the last date written below.

Finance Company:

[**AMERICAN CREDIT ACCEPTANCE, LLC**]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Dealer Legal Name: _____

[DBA: _____]

By: _____
Name: _____
Title: _____
Date: _____

Schedule A

Entities that are a party to this Agreement and included in the definition of "Dealer"

Entity 1

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 2

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 3

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 4

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 5

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 6

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 7

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

Entity 8

Legal Name:		**Federal Tax ID:**	
Trade Name or d/b/a:		**Federal Tax ID:**	
Address:			
DealerTrack ID:		**Route1 ID:**	
Phone:		**Facsimile:**	
F & I Manager:		**Phone:**	

CORPORATE RESOLUTION

I, _____ as a corporate officer of
(President/Vice President/Secretary/Treasurer)

_____ (the "Corporation") hereby certify
(Legal Name and DBA Name)

That at a meeting of the Board of Directors of said Corporation held on: _____
(Date)
The following resolutions were unanimously adopted, and that said resolutions remain unchanged and in full force and effect on this date: _____.
(Today's Date)

RESOLVED, that each and any of the following persons be, and is hereby, authorized and empowered, in the name and behalf of this Corporation, to execute and/or endorse any and all documents or instruments, including, but not limited to, promissory notes, acceptances, agreements or any assignments thereof, in connection with any transactions between this Corporation and American Credit Acceptance, LLC.

(Print Name)	(Signature)	(Title, if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and further

RESOLVED, that any previous authorization of any person whose name and signature do not appear in the foregoing authorization be and the same is hereby revoked, provided, however that any aforesaid document or instrument executed in the name and behalf of this Corporation by any such person and accepted by American Credit Acceptance, LLC prior to the receipt by it of a certified copy of these resolutions shall be, and may be relied upon by American Credit Acceptance, LLC as the authorized act of this Corporation, notwithstanding such revocation.

In witness whereof, I have hereunto set my hand _____
(Print Name of Corporate Officer)

This _____ day of _____, 20_____.

_____
(Signature of Corporate Officer)

LIMITED LIABILITY COMPANY RESOLUTION

I, _____ as a member/manager of
(Member/Manager)

_____ (the "Company") hereby certify
(Legal Name and DBA Name)

That at a meeting of the Members of said Company held on: _____
(Date)
The following resolutions were unanimously adopted, and that said resolutions remain unchanged and in full force and effect on this date: _____.
(Today's Date)

RESOLVED, that each and any of the following persons be, and is hereby, authorized and empowered, in the name and behalf of this Company, to execute and/or endorse any and all documents or instruments, including, but not limited to, promissory notes, acceptances, agreements or any assignments thereof, in connection with any transactions between this Corporation and American Credit Acceptance, LLC.

(Print Name)	(Signature)	(Title, if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and further

RESOLVED, that any previous authorization of any person whose name and signature do not appear in the foregoing authorization be and the same is hereby revoked, provided, however that any aforesaid document or instrument executed in the name and behalf of this Company by any such person and accepted by American Credit Acceptance, LLC prior to the receipt by it of a certified copy of these resolutions shall be, and may be relied upon by American Credit Acceptance, LLC as the authorized act of this Company, notwithstanding such revocation.

In witness whereof, I have hereunto set my hand _____
(Print Name of Member/Manager)

This _____ day of _____, 20_____.

_____
(Signature of Member/Manager)

PARTNERSHIP RESOLUTION

I, _____ as a partner of
(Partner)

_____ (the "Partnership") hereby certify
(Legal Name and DBA Name)

That at a meeting of the Partners of said Partnership held on: _____
(Date)
The following resolutions were unanimously adopted, and that said resolutions remain unchanged and in full force and effect on this date: _____.
(Today's Date)

RESOLVED, that each and any of the following persons be, and is hereby, authorized and empowered, in the name and behalf of this Partnership, to execute and/or endorse any and all documents or instruments, including, but not limited to, promissory notes, acceptances, agreements or any assignments thereof, in connection with any transactions between this Partnership and American Credit Acceptance, LLC.

(Print Name)	(Signature)	(Title, if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and further

RESOLVED, that any previous authorization of any person whose name and signature do not appear in the foregoing authorization be and the same is hereby revoked, provided, however that any aforesaid document or instrument executed in the name and behalf of this Partnership by any such person and accepted by American Credit Acceptance, LLC prior to the receipt by it of a certified copy of these resolutions shall be, and may be relied upon by American Credit Acceptance, LLC as the authorized act of this Partnership, notwithstanding such revocation.

In witness whereof, I have hereunto set my hand _____
(Print Name of Partner)

This _____ day of _____, 20_____.

_____
(Signature of Partner)

RESOLUTION

I, _____ as the sole proprietor of
(Sole Proprietor)

_____ (the "Sole Proprietorship") hereby certify
(Legal Name and DBA Name)

That at a meeting of the Sole Proprietor of said Sole Proprietorship held on: _____
(Date)
The following resolutions were unanimously adopted, and that said resolutions remain unchanged and in full force and effect on this date: _____.
(Today's Date)

RESOLVED, that each and any of the following persons be, and is hereby, authorized and empowered, in the name and behalf of this Sole Proprietorship, to execute and/or endorse any and all documents or instruments, including, but not limited to, promissory notes, acceptances, agreements or any assignments thereof, in connection with any transactions between this Sole Proprietorship and American Credit Acceptance, LLC.

(Print Name)	(Signature)	(Title, if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and further

RESOLVED, that any previous authorization of any person whose name and signature do not appear in the foregoing authorization be and the same is hereby revoked, provided, however that any aforesaid document or instrument executed in the name and behalf of this Sole Proprietorship by any such person and accepted by American Credit Acceptance, LLC prior to the receipt by it of a certified copy of these resolutions shall be, and may be relied upon by American Credit Acceptance, LLC as the authorized act of this Sole Proprietorship, notwithstanding such revocation.

In witness whereof, I have hereunto set my hand _____
(Print Name of Sole Proprietor)

This _____ day of _____, 20_____.

_____
(Signature of Sole Proprietor)

DEALER ACH PAYMENT ADDENDUM

This Dealer ACH Payment Addendum ("Addendum") to the Dealer Agreement American Credit Acceptance, LLC ("ACA"), and their affiliates, subsidiaries, successors and assigns, and

_____("Dealer"),
(Dealer Legal Name)

DBA, _____,

is entered between ACA and Dealer and describes the rights and obligations between ACA and Dealer with respect to the Automated Clearinghouse ("ACH") method of payment. Capitalized terms used in this Addendum shall have the meanings assigned to them in the Dealer Agreement.

1. USE OF ACH.

   a. Agreement to pay the ACH transaction
   The Dealer shall establish an account with a depository institution (the "Settlement Account") for the settlement of amounts due and owing by, or to, the Dealer to, or from, ACA under the Dealer Agreement. The Dealer authorizes ACA to initiate credit entries to such Settlement Account in settlement of amounts due and payable under the Dealer Agreement. Additionally, in the event that entries are erroneously credited to the Settlement Account, ACA is authorized to debit such account in the amount of such erroneous credit. ACA shall notify Dealer prior to initiating any ACH entries to Dealer's account.

   b. Procedure for ACH payment to Dealer
   After: (i) ACA's approval of a transaction by a Contract approval facsimile sent by ACA to Dealer, and (ii) the completion of all documents specified by the ACA Reference Materials by Dealer and delivery of those documents to ACA, ACA shall pay to the Settlement Account, by ACH transfer, the exact amount of purchase price approved by ACA plus any Dealer Reserve due Dealer at the time ACA purchase a Retail Installment Contract. All documents specified by the ACA Reference Materials, properly completed and signed, must be forwarded to ACA by Dealer before ACA shall be obligated to make payment.

2. SETTLEMENT
   ACA payment of the amount of the purchase price of any Retail Installment Contract shall not constitute acknowledgement of receipt or final acceptance of any contract offered to ACA by the Dealer or confirmation that the purchase price is correct, or constitute a waiver of any rights of ACA or obligations of the Dealer under the Dealer Agreement or this Addendum. Notwithstanding or in limitation of the foregoing, the parties expect and agree that remission by ACA of payment in the amount of the purchase price of any Retail contract shall completely discharge and satisfy any obligation of ACA, its affiliates or assignees, to the Dealer to pay the purchase price for that contract.

3. RIGHT OF SETOFF
   ACA has the right to set off any funds of the Dealer in ACA's possession against amounts owing by Dealer under this Addendum. ACA shall promptly notify Dealer in writing of any set off transaction executed by ACA affecting Dealer.

IN WITNESS THEROF, this Addendum is executed this _____ day of _____, 20_____.

AMERICAN CREDIT ACCEPTANCE, LLC	**DEALER**
By:_____	Legal Name: _____
Name: _____	By: _____
Title: _____	Name: _____
	Title: _____

PLEASE ATTACH A VOIDED CHECK OR LETTER FROM YOUR BANK DETAILING ACH PAYMENT INFORMATION

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.