

**AGREEMENT FOR ENTITLEMENT TO
REFUND OR DEDUCTION UNDER Cal. Rev. & Tax. Cd. § 6055**

This Agreement for Entitlement to Refund or Deduction under Cal. Rev. & Tax. Cd. § 6055 (“Agreement”) is entered into by and between _____ (hereinafter “Retailer”) and its successors and American Credit Acceptance, LLC, (hereinafter “ACA” or “Lender”) on behalf of itself, its subsidiaries, affiliates and assignees.

1. Definitions. The following terms are defined as follows:
 - a. “Retailer” means _____ and all of its subsidiaries and affiliates. The Retailer's Certificate of Registration-Retailer account number is _____. Under this agreement, a Dealer would be considered a Retailer.
 - b. “Account” means any and all accounts and contracts, currently existing or created in the future, charged off by Lender that are created between Retailer and its customers with respect to the purchase of tangible personal property which are or have been assigned directly from Retailer to Lender.
2. Assignment of Retailer’s Rights and Interests in Accounts. The Retailer and the Lender agree that all of the rights and interests of the Retailer in any and all Accounts including the right to claim sales tax refunds or deductions, are irrevocably assigned, transferred and relinquished to the Lender.
3. Entitlement to Tax Refund or Deduction on Accounts. The Retailer and the Lender agree that the Lender is the party entitled to claim any potential sales tax refunds or deductions as a result of bad debt losses charged off by the Lender on any and all Accounts. The Retailer agrees that it has not and will not claim a deduction or refund with respect to any Accounts and hereby relinquishes to the Lender all rights to claim such deductions or refunds.
4. Blanket Election Pursuant to Cal. Rev. & Tax. Cd. § 6055 (b)(4). The Retailer and the Lender hereby make an irrevocable election pursuant to Cal. Rev. & Tax. Cd. § 6055 (b)(4) that designates and entitles the Lender (and not the Retailer) to claim the deduction or refund provided under Cal. Rev. & Tax. Cd. § 6055 (b) with respect to any Accounts found worthless and charged off for income tax purposes. The election is effective as of October 1, 1999.
5. Payment of Sales Tax. The Retailer represents and warrants that it reported the state and local sales tax on the sale of the property with respect to the Accounts, and that it will report the state and local sales tax on the sale of the property with respect to future Accounts.

6. Confidentiality. The Retailer and the Lender acknowledge that the California Board of Equalization may disclose relevant confidential information to all parties involved in order to evaluate, support and confirm the deductions or refunds claimed pursuant to Cal. Rev. & Tax. Cd. § 6055 (b).

7. Documentation. The Retailer and the Lender agree to furnish any and all documentation required or requested by the Lender or the California Board of Equalization that is necessary to support the claim for refund or deduction filed by the Lender.

8. Term and Authorization. This election may not be amended or revoked unless a new election, signed by both the Retailer and the Lender is filed with the California Board of Equalization.

9. Filing of Election. The Lender and the Retailer agree that the Lender shall file this Agreement as an election with the California State Board of Equalization pursuant to Cal. Rev. & Tax. Cd. § 6055.

Dealer to Complete:

Name: _____

Signature: _____

Title: _____

Date: _____

Retailer: _____

ACA to Complete:

Name: _____

Signature: _____

Title: _____

Date: _____

American Credit Acceptance, LLC

961 East Main Street

Spartanburg, SC 29302

ACA CA Seller's Permit Number: _____