

MOTOR VEHICLE DEALER AGREEMENT

Between

Premier Acceptance Inc.

(“you,” “your,” or “yours” including any parent, subsidiary, or affiliate)

and

(“we,” “us,” or “ours”)

In consideration of and as an inducement for your purchase of retail installment sales contracts, security agreements, notes, chattel mortgages, guarantees, title retention or lien instruments, and other related documents or collateral (hereinafter individually and collectively referred to as “Contract” or “Contracts”) acquired by us from retail purchasers of motor vehicles, we hereby represent, warrant, covenant, and agree as follows:

PURCHASE You shall have no obligation to purchase any Contract except only those which are acceptable to you in all respects. Contracts which are purchased by you shall be purchased in accordance with your dealer plan in effect at the time the Contract is tendered to you. You may change your plan at any time and from time to time.

PRICE The price to be paid us for each Contract will be such a price as we may agree upon from time to time. The purchase price, less any amount withheld pursuant to paragraph 7 of this agreement, shall be paid at the time of purchase. Our negotiation of your check or our acceptance of funds for the purchase price of a Contract shall evidence our acceptance of the amount of such purchase price.

BOOKS AND RECORDS All Contracts assigned to you shall be subject to the representations, warranties and covenants set forth in this agreement, and we will make suitable and proper entries on our books showing the absolute sale of such Contracts to you. Your title to Contracts and the property covered thereby shall at all times be superior to any right, title, or lien of ours, if any. You shall make and receive all collections from purchasers on Contracts, and we will not accept payments thereon. We agree not to commingle any payments received by us with our funds, but to hold such payment in trust for you and to remit to you promptly all payment so collected. You may endorse or cause to be endorsed our name upon checks and other forms of payment received in respect to Contracts and otherwise sign and endorse our name on any Contracts or documents to carry out the intent of this agreement. You may extend the time of payment on Contracts, defer payments, and compromise or adjust claims on Contracts or property covered thereby without our approval and without diminishing our liability hereunder. We agree to furnish you promptly such financial statements and other information concerning our business affairs as you may request from time to time. We also agree to permit any of your representatives to examine and make extracts from any of our books and records upon your request.

REPRESENTATIONS AND WARRANTIES We hereby represent and warrant to you that each Contract will represent a bona fide sale of the vehicle described therein to the purchaser(s) named therein for the amount set forth therein free from defense, set off or counter-claim of any nature; that the vehicle covered by each Contract will have been delivered to and accepted by the purchaser(s) before the Contract is transferred to you and each of the purchaser(s) named in the Contract was of legal contractual age at the time they executed the Contract; that any down payment disclosed in such Contract has been paid in full by the purchaser(s) in cash and/or trade as shown in said Contract, and no part of said down payment consisted of notes or postdated checks unless specifically shown therein; that no adjustments in the cash price of any vehicles, or related goods or services, sold pursuant to any Contract have been made as a result of the pricing or any discount pursuant to this agreement; that each contract will be the legal obligation of the purchaser(s) named therein and will be valid and enforceable

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

All of the foregoing representations and warranties are made to induce you to purchase said Contracts, and if there is any breach of the Dealer Agreement or any breach of any representations or warranties herein with respect to any Contract, without regard to your or our knowledge or lack of absolute warranty knowledge with respect thereto, or your reliance thereon, we will, on demand, purchase such Contract from you for the then remaining unpaid balance owing on such Contract, together with all costs incurred by you, less your unearned finance charges; and, each of the foregoing representations and warranties shall survive the execution and delivery of this agreement and the assignment of each Contract to you, and shall continue in full force and effect until all Contracts which you have acquired from us have been paid in full and we have performed all of our obligations to you hereunder.

DEALER ASSIGNMENT We will sell and assign all of our right, title and interest in the Contracts to you without recourse as to payment of the purchaser's obligation, except that notwithstanding any other provisions of this agreement to the contrary and as may be otherwise provided in this agreement between us or in the individual Contracts assigned to you, all Contracts purchased by you covering commercial vehicles used for long distance hauling, commercial vehicles of more than 3/4 ton capacity, buses, cars used for taxi or "you drive it" service, vehicles sold to relatives or employees, or where otherwise specifically agreed upon, will bear our full recourse endorsement, and we guarantee payment of the unpaid balance on the Contract upon your demand. We give you full power to collect and discharge the Contract and to take all legal or other proceedings as we could take except for its assignment to you.

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

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

INDEMNITY We agree to indemnify you and hold you harmless from all damages, losses, and expenses you may sustain by reason of any claim or defense which may be asserted against you and which is related to any Contract we assign to you. We agree to hold you harmless from all damages, losses, or expenses you may sustain if we fail to perform any term or provision of this agreement, or if any representation or warranty contained herein proves untrue or misleading. Without limiting in any manner the generality of the foregoing indemnity provisions, we specifically agree to hold you harmless from all damages, losses, or expenses which you may sustain by reason of our failing to comply with any applicable provisions of the Federal Truth In Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act and the laws and regulations of this state in connection with any Contract or transaction represented thereby. We also agree to indemnify you against claims asserted against you for amounts already paid to us or to you, which claims might have been asserted against us if the Contract had not been assigned. Further, if any purchaser fails or refuses to make any payments on any Contract on the ground that the Contract is subject to any claim, counterclaim, or defense he may have against us, we agree to repurchase such Contract from you upon demand by you by paying to you the gross unpaid balance of the Contract, less unearned finance charges. You shall not have any responsibility or obligation to perform any express or implied warranty by us to the purchasers under any Contract.

WAIVER AND MODIFICATION We waive notice of nonpayment, protest, and notice of protest on Contracts, notice of the acceptance of this and all other notices to which we might otherwise be entitled by law. You may hold and apply any money, property or Contracts of ours which may come into your possession, to any amounts owing by us hereunder. Your failure to exercise any right hereunder shall not be considered as a waiver of said right, but all rights and remedies contained herein shall be cumulative and not alternative. We shall be responsible for the legal validity or sufficiency of any forms of Contracts or other documents not furnished us by you. No waiver, modification or change of the agreement shall be valid unless accepted by you in writing. You may extend the time for payment of any Contract from time to time without our consent or notice to us and without affecting our liability to you under this agreement or on the Contract. If it becomes necessary for you to engage an attorney to enforce any of the terms of this agreement, we agree to pay you reasonable attorneys' fees in addition to all other amounts owed thereon.

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

If to you, to:

with a copy to:

or to you at such other address you will have furnished to us in writing.

If to us to the address shown below or to us at such other address as we will have furnished to you in writing.

ARBITRATION Any controversy or claim arising out of or relating to this agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding provided for by this section shall take place in Indianapolis, Indiana and shall be subject to Indiana law.

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This agreement is the complete agreement between you and us and supersedes all prior agreements, written or oral, by you, your parent, subsidiary, affiliate, or predecessor and us and shall be binding upon and inure to the benefit of the heirs, personal representatives, successors or assigns of the parties hereto. Either party shall have the right at any time upon written notice to cancel this agreement as to future transactions and such cancellation shall in no way affect our obligations as to the Contracts purchased prior to the effective date of cancellation.

Corporation, Firm Name

Street Address

Premier Acceptance Inc.
7520 East Washington Street
Indianapolis, Indiana 46219

City, State, Zip Code

Signature

Signature

Print

Print

Title – Owner, Partner, or Principle

Title

Dated: _____

Dated: _____