

**Florida Automobile Finance Corporation
Dealer Agreement**

As of _____, 200____, _____

_____ (“Dealer”), with its principal business office at

_____, and
Florida Automobile Finance Corporation, a Florida corporation (“FAF”), with its principal business office at 2215 N.W. 36th Street, Miami, FL 33142, in consideration of the mutual agreements contained herein, agree as follows:

Section 1.1 Contracts. Dealer may from time to time forward to FAF for review a credit application received from prospective or actual purchasers (“Buyer”) of a motor vehicle. Such review will be for the purpose of determining (i) whether FAF would purchase from Dealer an installment contract and security agreement, or other enforceable form of agreement accepted by FAF (in either case, a “Contract”) relating to the purchase of a motor vehicle (“Vehicle”) by Buyer from Dealer, and (ii) the terms on which FAF would purchase such Contract. The terms and conditions under which FAF currently purchases Contracts are described in the FAF Guidelines Summary (“Guidelines”), which are incorporated herein by this reference.

Section 1.2 Contract Specifications. Dealer shall not submit a Contract to FAF for purchase unless it meets each of the following specifications (“Contract Specifications”):

- (a) the Contract has not been rescinded and is a legal, valid, binding, enforceable, and undisputed obligation of the Buyer;
- (b) as of the date the Contract was initially executed and as of the date the Contract became a Purchased Contract, the Contract was in compliance in all respects, with all requirements of applicable federal, state, and local laws, and regulations thereunder, including applicable usury laws, the Federal Truth-in-Lending Act, the Equal Credit Opportunity Act, the Fair Credit Billing Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Federal Trade Commission Act, the Magnuson-Moss Warranty Act, Federal Reserve Board Regulations B, M, and Z, state adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and any other applicable federal or state consumer credit or equal opportunity laws or regulations;
- (c) Dealer has transferred and assigned to FAF a first priority perfected security interest in the Vehicle;
- (d) all representations and warranties of Dealer set forth in this Agreement are true and correct as of the date the Contract became a Purchased Contract;
- (e) Buyer has made and Dealer has received the cash down payment and / or trade-in described in the Contract;
- (f) the Vehicle was sold to Buyer in satisfactory operating condition with no defects known to Dealer and Buyer has taken delivery of the Vehicle;
- (g) all amounts indicated in the Contract to be paid by Dealer to any third party (that will not be paid by FAF on behalf of Dealer) will be paid immediately after the Contract becomes a Purchased Contract;
- (h) the Contract has been originated with respect to a Vehicle that has been sold by Dealer to Buyer; and
- (i) the Contract is fully amortizing and payable in equal monthly installments and the minimum monthly payment on the Contract is not less than \$100.

Section 1.3 Terms and Conditions Regarding Purchase of Contract. Any purchase of a Contract by FAF shall be upon and subject to the following terms and conditions:

- (a) submission of a Contract to FAF constitutes a representation and warranty by Dealer that Contract fulfills all Contract Specifications set forth in Section 1.2;
- (b) FAF’s issuance of a preliminary approval to Dealer shall not be deemed to be approval of a Contract for purchase hereunder. Acceptance of a Contract for purchase hereunder shall occur only at such time as FAF receives and approves the contents of the related Contract File. Upon the request of FAF, Dealer will furnish FAF with any additional powers of attorney and other documents that FAF deems necessary or appropriate to enable FAF to exercise its rights and duties with respect to each Purchased Contract;
- (c) FAF may, in its sole and absolute discretion, reject any Contract submitted for approval hereunder for any reason; and
- (d) FAF is hereby authorized and empowered to (i) endorse Dealer’s name on any payments made payable to Dealer or on all certificates of title and other instruments evidencing legal ownership of a Vehicle, and (ii) execute and deliver, in dealer’s name or in FAF’s name, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge, and all other comparable instruments, with respect to Purchased Contract.

Section 1.4 Purchase of Contract. Upon the underwriting and approval for purchase by FAF of a Contract offered by Dealer as provided in Section 1.3, FAF shall pay Dealer or its designee an amount that shall be agreed upon between Dealer and FAF prior to the applicable Purchase Date (“Purchase Price”). The Purchase Price shall constitute the full amount to be paid to Dealer to purchase the Contract. Upon payment of the Purchase Price to Dealer (i) the Contract shall become a Purchased Contract, and (ii) Dealer shall have sold to

FAF all of Dealer's right, title, and interest in and to Purchased Contract (including, but not limited to, all payments on or collections with respect to Purchased Contract) and the related Vehicle (including, but not limited to, the security interest therein). Upon the purchase of Contract by FAF, Dealer shall no longer have any right, title or interest in the Contract or the related Vehicle.

Section 1.5 Dealer Participation. FAF may, at its option, offer to purchase certain eligible Contracts for a Purchase Price greater than the amount financed that is stated in the Contract. The portion of the Purchase Price that is designated as Dealer Participation shall be calculated as stated in the Guidelines. Dealer shall repay to FAF the Dealer Participation the Dealer received if: (i) FAF declares such Contract in default prior to receiving from Buyer full payment of the number of regular monthly installments required for Dealer to retain the Dealer Participation as specified in the Guidelines, provided, FAF is entitled to declare such Contract in default, or (ii) if the balance on such Contract is paid in full prior to receipt by FAF of the number of regular monthly installments required for Dealer to retain the Dealer Participation as specified in the Guidelines. In either event, Dealer shall pay the funds due to FAF within ten days of Dealer receiving notice from FAF requesting repayment.

Section 1.6 Purchased Contract Payments Received by Dealer. Dealer shall instruct the Buyer to remit all payments due under a Purchased Contract to FAF or its designee in accordance with instructions to be provided to Dealer by FAF. If any payments on a Contract are received by Dealer after the applicable Purchase Date, Dealer will forward such payments to FAF no later than the close of the following business day.

Section 1.7 Physical Damage Insurance. Dealer shall require that each Buyer with respect to a Purchased Contract obtain adequate insurance covering damage, destruction, and theft of the related Vehicle. The amount of insurance shall be the greater of (a) the minimum amount required by law, or (b) the principal balance of the Purchased Contract.

Section 1.8 Security Interests in Vehicle. Dealer will take such steps as are necessary to perfect the security interest in the Vehicle relating to the Purchased Contract in the name of FAF or its designee, including naming FAF or its designee as the first priority lienholder on the title to such Vehicle.

Section 2.1 General Representations, Warranties and Covenants of Dealer. As of the date of this Agreement and as of the date each Contract is executed and as of the applicable Purchase Date, Dealer hereby represents, warrants, and covenants to FAF that:

- (a) Dealer is duly organized and is a validly existing [corporation][limited liability company][limited/general partnership] [sole proprietorship] in good standing under the laws of the state of its formation, with full power and authority to own its properties and to conduct its business, has had at all relevant times the power, authority, and legal right to originate, acquire, and own such Contract, and is duly qualified to do business in the state in which such Contract was originated;
- (b) this Agreement has been duly authorized, executed, and delivered by Dealer and is a valid and binding agreement of Dealer, enforceable against Dealer in accordance with its terms, except to the extent that enforcement may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights generally, and (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity);
- (c) Dealer has complied with all federal, state, local, and foreign laws, ordinances, regulations and orders applicable to it, or the related Contract or Vehicle. There are no proceedings pending or, to Dealer's knowledge, threatened against Dealer, alleging the violation of any federal, state, local, or foreign law, ordinance, regulation or order. All licenses, permits, orders, or approvals of any governmental or regulatory body which are required in connection with Dealer's business ("Permits") are in full force and effect, no violations are or have been recorded with respect to any Permits. There are no proceedings pending or threatened that may terminate, revoke, or limit any Permits;
- (d) the execution, delivery, and/or performance by Dealer of this Agreement does not violate any applicable law or breach any provision contained in Dealer's organizational documents or in any agreement, contract, instrument, or document to which Dealer is now a party or by which Dealer is bound;
- (e) Dealer has disclosed to FAF all facts relating to the Purchased Contract. No representation or warranty by Dealer to FAF in this Agreement, or in any statement, title, certificate, schedule, exhibit, or other document furnished or to be furnished to FAF by or on behalf of Dealer pursuant hereto or in connection with the transactions contemplated hereby is false or inaccurate in any respect or contains any untrue statement of a fact or omits or will omit to state any fact necessary to make the statements contained herein or therein not misleading. Dealer has disclosed to FAF in writing all information pertaining to Dealer and the Purchased Contract which would or could adversely affect FAF or its interests in the Purchased Contract;
- (f) Dealer will, at any time and from time to time upon request of FAF, do, execute, and deliver all such further acts or additional documents as may be reasonably requested by FAF to effect the transactions contemplated by this Agreement. In addition, Dealer agrees to perform its obligations under the Contract and to use its best efforts to resolve any disputes related to the Vehicle; and

Section 2.2 Representations, Warranties and Covenants Regarding the Purchased Contract. With respect to each Purchased Contract, Dealer hereby represents, warrants, and covenants to FAF as of the date of this Agreement and as of the date the Contract is executed and as of the applicable Purchase Date that:

- (a) immediately prior to the sale of a Purchased Contract to FAF, Dealer had good, indefeasible and merchantable title to and ownership of such Purchased Contract, free and clear of any and all liens, claims, security interests, and other encumbrances;
- (b) each Purchased Contract was originated by Dealer for the sale of a Vehicle in the ordinary course of Dealer's business, was fully and properly executed by the parties thereto, and contains customary and enforceable provisions for an installment sale of a motor vehicle in the state in which the Dealer has its place of business and in the state in which the Buyer resides. Each Purchased Contract is in compliance with all applicable consumer laws and regulations and meets the Contract Specifications;
- (c) each Purchased Contract has not been originated in, and is not subject to the laws of, any jurisdiction under which the assignment of such obligation under this Agreement would be unlawful, void, or voidable;
- (d) there is only one executed original of each Purchased Contract;
- (e) no claims, counterclaims, offsets, encumbrances, or other defenses to payment exist in favor of the Buyer or of any other Person under a Purchased Contract;
- (f) no credit previously entered on a Purchased Contract or any part of such credit, was gratuitous or was given for consideration other than payment of money, or was given for a payment by any corporate parent, affiliate or subsidiary, or any employee or agent of the Dealer; and no Purchased Contract was originated in connection with a renewal granted for the purpose of concealing a delinquency;
- (g) each Purchased Contract was entered in compliance with all applicable laws, rules and regulations and constitutes a valid, binding, and enforceable obligation of the Buyer; and the Purchased Contract was not obtained by or entered into as a result of any fraud or misrepresentation on the part of Dealer or of any other Person;
- (h) the Purchased Contract and the related Contract File contain all of the agreements between the parties thereto. The Purchased Contract and the related Contract File make true and accurate reference to the transaction from which they arose and correctly describe such transaction; there being no special or side agreements for rebate, extension of payment, or other concessions affecting the obligations of Buyer arising therefrom;
- (i) with respect to each Purchased Contract, the Buyer has made the full and complete down payment as described in the Contract. Dealer has not made any or all of the down payment, nor has Dealer made any oral or written promises, affirmations, warranties, or representations to Buyer to provide all of or any part of the down payment;
- (j) Dealer has not modified or altered the terms of any Purchased Contract to reflect, in whole or part, any of the costs, fees, or discounts that FAF may charge Dealer in connection with FAF's purchase of the Purchased Contract;
- (k) the Buyer had a validly existing and duly authorized drivers license at the time the Purchased Contract was originated, and that drivers license has not been suspended, revoked or terminated and is in full force and effect as of the applicable Purchase Date;
- (l) the Buyer will pay the Initial Payments to FAF when due in accordance with the terms of the Purchased Contract;
- (m) the amount of any down payment made by the Buyer in connection with the purchase of the Vehicle has been applied in reduction of the purchase price in accordance with the terms of the Purchased Contract. If the down payment was made by check and the Dealer uses a check service (i.e., Tele-Check), the Buyer's down payment check has cleared with sufficient funds so that full payment had been received by the related check service on or prior to the applicable Purchase Date. Upon FAF's request, Dealer shall submit written verification of the amount of any down payment made by Buyer with respect to a Purchased Contract;
- (n) the description of the Vehicle as set forth in the Contract, Buyer's Order, Used Car evaluation form, and/or like document including but not limited to make, model, mileage, and equipment, is true and accurate; and
- (o) the Vehicle is not a salvage vehicle, a reconstructed vehicle, or a lemon law buyback, and there is no adverse notation required to be made by Dealer or any other Person on the certificate of title. The Vehicle is not subject to any unresolved accident, nor did Dealer acquire the Vehicle on the "gray market".

Section 2.3 Representations, Warranties, and Covenants Regarding Sale of Purchased Contract. With respect to each Purchased Contract, Dealer hereby represents, warrants, and covenants that:

- (a) the Purchase Price with respect to such Purchased Contract represents fair and reasonably equivalent value to the Dealer for the sale of such Purchased Contract;
- (b) upon payment of the Purchase Price with respect to a Purchased Contract by FAF in accordance with Section 1.4, Dealer shall have relinquished all rights in respect to the Purchased Contract and the related Vehicle and FAF shall have obtained good and indefeasible title to such Purchased Contract free and clear of any lien, claim or encumbrance in favor of Dealer or any other Person; and
- (c) Dealer shall not be insolvent as of the applicable Purchase Date and shall not be rendered insolvent as a result of the sale of the Purchased Contract to FAF on such date.

Section 2.4 Indemnities. Dealer will defend, indemnify, and hold harmless FAF and its directors, officers, employees, agents, stockholders, representatives, investors, affiliates, successors, and assigns collectively, the "FAF Indemnified Parties" from and against any and all costs, expenses, losses, damages, claims, and liabilities (including attorney's fees and all expenses of litigation) arising out of or resulting from:

- (a) any breach of any of the representations, warranties, or covenants made by Dealer in this Agreement;
- (b) any taxes that may at any time be asserted against FAF with respect to the transactions contemplated herein (other than taxes measured by the net income of FAF or taxes or fees imposed upon FAF's registration, qualification, or licensing), including any sales, use, gross receipts, tangible, or intangible personal property, or ad valorem taxes and costs and expenses in defending against same; and

- (c) all Losses from any Claims brought against an FAF Indemnified Party relating to a Contract, a Purchased Contract, or the underlying Vehicle; provided, however, that such indemnity shall only apply to Claims that arise out of Dealer's breach of its representations, warranties or covenants herein, or out of breach of Dealer's obligations to Buyer hereunder.

Section 3.1 Termination. Either FAF or Dealer may terminate this Agreement upon written notice to the other, provided, however, that such termination shall not affect the responsibilities of FAF or of Dealer as to any Purchased Contract purchased prior to receipt of such notice.

Section 3.2 Event of Default. Each of the following events shall constitute an "Event of Default" hereunder:

- (a) assignment by Dealer of its rights or the delegation of its duties under this Agreement, or any change in the control of Dealer without the prior written consent of FAF; provided, however, that FAF shall not unreasonably withhold consent to any assignment by Dealer of its rights to receive payments of Purchase Prices under this Agreement;
- (b) failure on the part of Dealer to remit to FAF in accordance with Section 1.6 any payment with respect to a Contract made to Dealer after the applicable Purchase Date;
- (c) failure on the part of Dealer duly to observe or to perform any covenant or agreement set forth in this Agreement (other than the covenant to remit payments to FAF in accordance with Section 1.6), which failure shall continue unremedied for a period of ten business days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to Dealer by FAF;
- (d) the breach by Dealer of any representation, warranty or covenant set forth in this Agreement in a manner that adversely affects a Purchased Contract or FAF's interest therein;
- (e) the misrepresentation by Dealer in any respect of any facts or circumstances relating to a Purchased Contract or an item in a Contract file or relating to a Buyer or a Vehicle;
- (f) the default in payment or performance of any debt or obligation of Dealer whether to FAF or to a third party.
- (g) A Delivery of Title Default occurs with respect to a Purchased Contract; or
- (h) A Down Payment Default, or
- (i) An Initial Payment Default occurs with respect to a Purchased Contract.

Section 3.3 FAF's Remedies.

Upon the occurrence of an Event of Default (other than an Event of Default pursuant to Section 3.2(i)), FAF may require Dealer to repurchase the affected Purchased Contract for an amount equal to the lesser of (i) the Purchase Price plus the amount of the acquisition fee plus the actual repossession fee (not to exceed \$395), or (ii) the unpaid Contract balance, plus accrued and unpaid interest to the date of repurchase, plus the actual costs and expenses of FAF in enforcing such remedy including reasonable attorney's fees ("Repurchase Price"). Dealer hereby agrees to repurchase any such Purchased Contract within five (5) days after receipt of a demand for repurchase. If Dealer is required to repurchase a Purchased Contract pursuant to this Section 3.3, FAF shall release the related Contract File and assign the Contract to Dealer upon its receipt of the Repurchase Price. Dealer shall pay all costs associated with the transfer of the Purchased Contract from FAF to Dealer pursuant to this Section 3.3.

Upon the occurrence of an Event of Default pursuant to Section 3.2(i), provided that within 180 days of Purchase Date, FAF delivers to Dealer the Vehicle that secures the affected Purchased Contract, Dealer shall repurchase such Purchased Contract from FAF. The repurchase price for such Purchased Contract shall be the Purchase Price for such Purchased Contract plus the amount of the acquisition fee plus the actual repossession fee (not to exceed \$395), due upon delivery of the Vehicle to Dealer. If Dealer should fail to pay such an amount when due, then in addition to all other remedies available to FAF, such repurchase price shall accrue interest at the applicable Contract rate.

Section 3.4 Products. With respect to any Purchased Contract which may include "back end" products or services (including, without limitation, service contract, life, accident and health insurance, guaranteed auto protection) each as approved by FAF (collectively, "Products"), within twenty four (24) hours of written notice from FAF that the Buyer is in default under the Purchased Contract, or that the Products have been canceled if FAF has included the cost of such Products in the purchase price then, Dealer shall pay FAF one hundred percent (100%) of all sums and refunds which are due to FAF from Dealer pertaining to the prorated unused portion of the Products. Dealer further agrees to forward to FAF any unearned premium for service contract or life, accident, and health insurance upon cancellation, whether requested by Buyer or by FAF. Dealer hereby assigns to FAF Dealer's right to receive any such unearned premium and authorizes and instructs any third party who has received such premium to return it to FAF.

Section 3.5 Effect of Termination. Termination of this Agreement shall not affect the rights and obligations of the parties as to any Purchased Contract purchased by FAF prior to the effective date of such termination. If Dealer submits any Contracts to FAF for purchase after termination of this Agreement, upon purchase of any such Contracts by FAF, the terms and conditions of this Agreement shall apply to that Purchased Contract, notwithstanding the termination. The provisions of Sections 1.4, 1.5, 1.6, 1.7 Section 2, Sections 3.2, 3.3, 3.4, 3.5, Section 4 and all definitions shall survive the termination of this Agreement.

Section 4.1 Notices. All demands, notices and communications under this Agreement shall be sufficient if in writing and delivered personally or sent by certified mail, return receipt requested, first-class postage prepaid, by regular mail, first-class postage prepaid, by overnight delivery service providing evidence of delivery, or by telecopy and shall be deemed to have been duly given upon first attempted delivery if sent by certified mail or overnight delivery service and upon receipt if delivered personally or sent by regular mail or telecopy, at the address specified on the first page of this Agreement, or at such other address as shall be designated in writing by a party.

Section 4.2 Assignment. This Agreement shall inure to the benefit of FAF and its successors and assigns. This Agreement shall inure to the benefit of Dealer and its permitted successors and assigns. Dealer may not assign any of its rights or obligations hereunder without the written consent of FAF. FAF may assign its rights hereunder, and may sell or pledge Purchased Contract and payments thereon, without the prior consent of Dealer.

Section 4.3 Delegation of Duties; Liability. FAF may execute any of its duties under this Agreement by or through agents, assignees, nominees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. FAF shall not be responsible for the negligence or misconduct of any agents, assignees and nominees or attorneys-in-fact selected by it with reasonable care. Neither FAF nor any of its officers, directors, employees, nominees, attorneys-in-fact, or affiliates shall be liable for any action lawfully taken or omitted to be taken by it or any such Person under or in connection with this Agreement (except for its or such Person's own gross negligence or willful misconduct).

Section 4.4 Rights Cumulative. All rights and remedies from time to time conferred upon or reserved to FAF under this Agreement are cumulative, and none is intended to be exclusive of another. No delay or omission in insisting upon the strict observance or performance of any provision of this Agreement or in exercising any right or remedy, shall be construed as a waiver or relinquishment of such provision, nor shall it impair such right or remedy.

Section 4.5 Right of Setoff. FAF may, at any time and from time to time, at its option, set off and apply against any amounts due by it to Dealer either hereunder or otherwise, any amounts due to FAF by Dealer.

Section 4.6 Litigation Costs. In the event that a dispute arises between the parties to this Agreement with respect to the subject matter hereof, except as otherwise expressly provided herein, the prevailing party in litigation or other dispute resolution proceeding shall be entitled to receive (from the nonprevailing party) an amount equal to its reasonable attorneys' fees, actual court costs, and actual expenses arising out of such dispute.

Section 4.7 Relationship and Intention of Parties. The following shall be the entire relationship between FAF and Dealer: (a) notwithstanding any provision to the contrary elsewhere in this Agreement, FAF is acting independently of Dealer, and shall have no duties or responsibilities to Dealer, except those expressly set forth herein, or any fiduciary relationship with Dealer, and no implied covenants, functions, responsibilities, duties, obligations, liabilities, joint venture or partnership arrangement shall be read into this Agreement or otherwise exist between FAF and Dealer; and (b) the Dealer and FAF intend that the sale of each Purchased Contract to FAF pursuant to this Agreement be an absolute sale, conveyance, and assignment free and clear of all liens, rather than a financing.

Section 4.8 Complete Agreement. This Agreement contains the complete agreement of the parties hereto, and supersedes any and all prior agreements, including prior Dealer Agreements (whether written or oral), and prior courses of dealing. This Agreement may be amended from time to time (i) in writing by the parties hereto or (ii) by written notice from FAF. Any such amendment by written notice from FAF shall be effective with respect to future Purchased Contract only if FAF purchases a Contract from Dealer after the date of such notice. Should any provision of this Agreement be in conflict with any provision of any Purchased Contract, the provision set forth in this Agreement shall govern as between the parties to this Agreement, and the conflicting provision in the Purchased Contract shall be deemed deleted to the extent of such conflict.

Section 4.9 Prior Dealer Agreement. If FAF and Dealer have entered into any prior agreements ("Prior Dealer Agreement") in consideration of the mutual agreements contained herein FAF and Dealer hereby agree that (i) this Agreement shall be deemed to amend and restate in its entirety each and every such Prior Dealer Agreement, effective as of the date of such Prior Dealer Agreement and (ii) each retail motor vehicle installment contract, conditional sales contract, security agreement or other document previously purchased by FAF shall be deemed to have been purchased on the terms and conditions set forth in this Agreement and shall constitute a Purchased Contract hereunder.

Section 4.10 Joint and Several Obligations. If Dealer consists of more than one Person, then the obligations of Dealer hereunder shall be joint and several.

Section 4.11 Severability of Provisions. If any one or more of the provisions of this Agreement shall be for any reason whatsoever held invalid, then such provisions shall be deemed severable from the remaining provisions of this Agreement or the rights of Dealer or FAF.

Section 4.12 Governing Law; Venue. This Agreement shall be deemed made under the laws of the State of Florida and shall be construed and enforced in accordance with and governed by the laws of the State of Florida and the laws of the United States of America, except with respect to specific liens, or the perfection thereof, evidenced by loan documents covering personal property that by the laws applicable thereto are required to be construed under the laws of another jurisdiction. Dealer hereby irrevocably submits to the jurisdiction of the state and federal courts of the State of Florida and agrees and consents that service of process may be made upon it in any legal proceeding relating to this Agreement by any means allowed under Florida or federal law.

Section 4.13 Usage of Terms. With respect to all terms in this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to agreements and other contractual instruments include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Agreement; references to Persons include their permitted successors and assigns;" and the term "including" means "including without limitation."

Section 4.14 Headings. The headings herein are for convenience of reference only and shall not control or affect the meaning or construction of any provisions hereof.

Section 4.15 Counterparts. This Agreement may be executed in any number of counterparts, by facsimile or by original signature. Each counterpart of this Agreement so executed shall be fully effective as an original.

DEFINITIONS

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Agreement" means this Dealer Agreement as executed by FAF and Dealer and all amendments and supplements hereto.

"Buyer" with respect to a Contract means the purchaser or co-purchaser of a Vehicle or any other Person who owes, guarantees, or is otherwise obligated to make payments under such Contract.

"Claims" means allegations that an FAF Indemnified Party has a legally enforceable liability, whether raised affirmatively or by way of defense.

"Contract" means a retail installment sales contract, conditional sales contract, security agreement or other document in the form approved by FAF from time to time under which Buyer is purchasing and financing a Vehicle from Dealer.

"Contract File" with respect to a Contract means all documents (including the executed Contract) and business records relating to such Contract.

"Contract Specifications" has the meaning set forth in Section 1.2.

"Delivery of Title Default" means the failure of Dealer to deliver or cause to be delivered to FAF an original certificate of title with respect to a Vehicle reflecting FAF or its designee or assignee as the first lienholder thereon within 90 days from the Purchase Date.

"Down Payment Default" means the failure of a Buyer to pay to Dealer the down payment with respect to a Vehicle as required under the terms of the related Contract and this Agreement.

"Event of Default" means an event specified in Section 3.2.

"Guidelines" means the FAF underwriting guidelines and FAF underwriting criteria defined in the Guidelines Summary provided to Dealer by FAF. The guidelines may be modified from time to time by FAF and the guidelines that shall apply to a particular Contract shall be those in effect at the time such Contract became a Purchased Contract.

"Initial Payment" means the first and/or second payment required to be made by the Buyer under the terms of the related Contract and this Agreement.

"Initial Payment Default" means the failure of a Buyer to make an Initial Payment to FAF. If a Dealer makes or attempts to make an Initial Payment on behalf of Buyer, such payment made by Dealer shall not count toward the Buyer's Initial Payment for purposes of determining if a Buyer has made such payments as described in Section 2.2(l) of this Agreement. Regardless of how many payments Dealer or any Person other than Buyer makes, an Initial Payment Default has occurred unless and until Buyer (utilizing its own funds) makes the first two payments due under a Purchased Contract.

"Losses" means liabilities assessed against an FAF Indemnified Party in a judicial, arbitral or administrative proceeding and includes reasonable attorney fees and expenses incurred by an FAF Indemnified Party in such a proceeding or incurred by an FAF Indemnified Party in order to avoid such a proceeding.

"Person" means a legal person, including any individual, limited liability company, corporation, estate, partnership, joint venture, association, joint stock company, trust, incorporated organization, or government or any agency or political subdivision thereof.

"Prior Dealer Agreement" has the meaning set forth in Section 4.9.

"Purchased Contract" means a Contract that has been purchased by FAF from Dealer under this Agreement.

"Purchase Date" means the date the Contract is purchased by FAF from the Dealer under this Agreement.

"Purchase Price" with respect to a Contract means the amount paid to Dealer or for the benefit of Dealer for the purchase of that Contract pursuant to Section 1.4.

"Repurchase Price" with respect to a Purchased Contract means the amount to be paid to FAF by Dealer pursuant to Section 3.3.

"Vehicle" with respect to a Contract means an automobile or light truck, together with all accessions thereto, securing the related Buyer's indebtedness and obligations under such Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective officers as of the day and year first written above, but in no event shall this Agreement be effective until executed on behalf of FAF by its duly authorized corporate officer in the space provided below.

FLORIDA AUTOMOBILE FINANCE CORPORATION.

_____ (Name of Dealership)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____