

**UNITED CONSUMER FINANCE, INC**  
**Dealer Agreement**  
**Motor Vehicle**

This agreement is between United Consumer Finance, Inc. (Corporation), their successors and assigns and (client) \_\_\_\_\_, having its principal office at \_\_\_\_\_.

1.) **TERMS:** This agreement states the terms on which Client shall sell and corporation shall buy, on a non-recourse or recourse basis, Motor Vehicle Retail Installment Contracts, evidencing Clients sale of new and used motor Vehicles, including trucks not exceeding a gross vehicle weight of 10,000 pounds and shall be applicable to all Contracts hereafter sold to Corporation. Nothing contained herein shall constitute an obligation of Corporation to purchase Contracts, and such purchase or purchases shall be at Corporations sole discretion. Client is not an agent of Corporation and this Agreement between Corporation and Client is supplemental to the assignment of each Contract assigned by Client to Corporation. Contract term eligible to be considered under this agreement shall not exceed 60 months.

2.) **WARRANTIES:** In addition to any warranty term, express or implied by law, as contained in any Assignment of Contracts, Client warrants that:

- A.) Each contract and the negotiation, execution and performance thereof by Client shall be in full compliance with any and all Federal, State or local rules, laws or regulations applicable to sales of Vehicles to consumers and/or for business purposes and time sales thereof pursuant to Vehicle Retail Installment Contracts and Vehicle sales, including, without limitation, any disclosure or warranty requirements of any type.
- B.) Each Contract shall constitute a valid, genuine payment obligation, for the amount set forth therein, arising out of the sale of a lien-free Vehicle which Client owned and had legal right to sell, free and clear of all claims, counterclaims, offsets, defenses and charges. Each contract shall provide for a valid first lien on the Vehicle sold, said lien to be in favor of Corporation, shall contain a clear and correct description of the Vehicle sold and shall be signed by a bona fide Purchaser/Obligor (Purchaser) having legal capacity to enter into such Contract. Each Contract shall be with a Purchaser who has made no cash down payment financed, directly or indirectly, by Client. On the date each such Contract is assigned, the Vehicle shall have been delivered to and been accepted by the Purchaser.
- C.) There are no claims or defenses that the Purchaser may raise to the Contract. In the event a dispute arises between the Purchaser and Corporation or Client regarding the performance of a sold Vehicle or regarding any representations Purchaser claims were made by a Client during sale of the Vehicle, Corporation and Client agree that any such dispute regardless of its validity, shall constitute a “claim of defense” under this warranty.

- D.) Client guarantees the collection of payments under and performance of any Contract covering sale of a Vehicle to an employee, relative, or principal of Client. Corporation shall have full recourse to Client on each Contract sold to Corporation on which Client makes any settlement, release or modification, discloses terms of this Agreement except as necessary under Section 8, or breaches any provisions of this Agreement or the assignment to Corporation.
- E.) All financial and credit information that Client may at any time furnish to Corporation, whether relating to Client or to a Purchaser will to the best of Clients knowledge be true, complete and not misleading.

Upon breach of any of the warranties under this section 2, which are material to Corporation entering into this Agreement and that Corporation is relying on, Client shall, upon demand, unconditionally repurchase the affected Contract from the Corporation, for an amount equal to the then unpaid balance, plus any and all costs and expenses including legal expenses paid or incurred by Corporation in connection with such Contract and shall indemnify and hold Corporation harmless from any other claim, cost, or expense incurred in connection with such Contract. These warranties and representations shall be deemed repeated at the time of each assignment of a Contract to Corporation and shall survive until all Contracts have been fully repaid.

3.) AFFIRMATIVE COVENANTS: Client agrees, at its own expense if applicable, (A) to perform promptly and fully all the customary obligations of a seller of Vehicles, and comply with all Massachusetts and Federal laws and regulations applicable to sales of Vehicles and financing thereof; (B) not to modify any Contract without Corporations prior approval; (C) to have each Vehicle duly titled in the appropriate State of registration with a notation of the Corporations security interest recorded on such title and to guarantee all obligations of the Contract until such title is received by Corporation;(D) to give Corporation prompt notice of any dispute of claim relating to any Vehicle or Contract; (E) to keep proper records and books of account regarding Contracts assigned to Corporation and to make same available for Corporation's inspection and copying at reasonable times; (F) and to furnish such information regarding Contracts and Vehicles and Client's financial condition, and to execute and deliver such further documents as Corporation may reasonably request.

The Client agrees to indemnify Corporation for any judicial set off or loss suffered as a result of a claim or defense of Purchaser against Client and that if the Contract is rescinded, declared unenforceable, or voided by a Court or by an arbitrator, Client shall pay United Consumer Finance Inc., the full amount of the Contract.

If the Client fails to perform its obligations hereunder or under any collateral contract, then, in addition to any other right Corporation may have, Corporation may, at its discretion, perform such obligations on Clients behalf and, in that event, Client shall pay Corporation, on demand, all costs and expenses incurred by Corporation, with interest on the amount thereof computed at 2% above the prevailing prime commercial lending rate, as published from time to time, in the Wall Street Journal, until the amount demanded is paid in full

- 4.) SETTLEMENT: The basis for computing the purchase price of each Contract sold to Corporation hereunder shall be determined from time to time by mutual agreement, and such price so determined shall ordinarily be payable as follows.
- A.) Initial Payment: Normally, upon Corporation's acceptance of the Contract, Corporation will pay to Client an amount equivalent to the "unpaid cash balance" of the Contract. The "unpaid cash balance" is what the cash price of the Vehicle would have been had the Vehicle been sold for cash, less the down payment allowance.
  - B.) ADDITIONAL PAYMENT: Upon Corporation's acceptance of the Contract, Corporation may pay Client amount equivalent to any of the Credit Life Insurance, Accident and Health Insurance and Product Warranty charges. Such payment is subject to Corporation's approval and assignment of rights (including rebates) to Corporation.

If Corporation and Client mutually make any special written arrangement for an initial payment of less than the unpaid cash balance the difference (called holdback) shall be paid to Client when the Contract is fully paid, unless otherwise agreed.

5.) INSURANCE COVERAGE: Client agrees to cause the issuance of insurance of the types and in the amounts necessary for all vehicles financed by Corporation. If, despite Client's best efforts there is a loss due to lack of such insurance, it is understood that Client is not responsible.

6.) PURCHASER INQUIRIES AND PAYMENTS: Client will forward to Corporation, promptly upon receipt by Client, all communications and inquiries relating to any Contract. Client also agrees not to accept payments of tender or payments made to it by a Purchaser under any Contract sold to Corporation hereunder and will refer such Purchaser to Corporation. In the event payments are received by Client for a Contract sold to Corporation, it is agreed that such payments will be held by Client in trust for the account of Corporation and Client will immediately forward such payments to Corporation.

7.) WEEKLY INSTALLMENT CONTRACTS: Client agrees that Contracts purchased by the Corporation, which are written on a weekly installment basis, will require a valid ACH payment form from the Purchaser. The client also agrees that the Corporation will deduct, from the purchase price paid to the Client, any weekly payments due from the Purchaser during the time period between the date of the contract and the date the purchase price of the Contract is paid by Corporation to the Client. It will be the Client's responsibility to recover those payments from the Purchaser, if the Client so chooses.

8.) **RECOURSE CONTRACTS:** All contracts accepted by UCF shall be on a non-recourse basis unless there is a breach of any part of this agreement by Client or where recourse is specifically indicated on the face of the Financing Agreement. In such event client agrees that in the event of default by a recourse customer and repossession of the collateral by the corporation that client will, within 15 days of notice of default and repossession, pay to corporation the full amount then due and owing by customer including late fees and repossession charges. In the event that client fails to repurchase the contract within the stated period and corporation undertakes legal action to enforce client's repurchase obligations hereunder, client shall be liable for all costs of such proceedings including, but not limited to, court costs and reasonable attorney's fees.

9.) **OMISSIONS:** Client hereby irrevocably authorizes Corporation (on Client's behalf) to supply any omissions and correct patent errors on any documents executed by Client.

10.) **FAX/EMAIL TRANSMISSIONS:** Client allows Corporation to broadcast fax/email any specials and/or promotions Corporation may be offering. Corporation will not disclose Client's fax or email addresses to any third parties.

11.) **CONTRACTS COVERED BY THIS AGREEMENT:** This agreement shall apply to all Contracts hereafter sold to Corporation, unless otherwise specifically agreed to, in writing, with respect to the particular Contract. This is the entire Agreement of the parties with respect to the Contracts and matters covered herein and supersedes all prior letters or other agreements and representations.

12.) **WAIVER:** No waiver of change of any part of the Agreement shall be binding on Corporation unless evidenced by writing signed by one of Corporations officers. This Agreement shall bind each party's respective successors and assigns and shall be effective until all Contracts purchased by Corporation hereunder have been paid full to Corporation. The laws of the state of Massachusetts shall govern this Agreement.

13.) **TERMINATION:** This Agreement may be terminated immediately by either party upon notice in writing to the other, provided, however, that such termination will not affect the warranties, liabilities or obligations of Client to Corporation under this Agreement on account of any Contract purchased prior to the time such notice is given.

WITNESS OR ATTEST:

\_\_\_\_\_

CLIENT:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

\_\_\_\_\_  
Signature & Title

Date: \_\_\_\_\_

United Consumer Finance, Inc.

By: \_\_\_\_\_

**Scott Strazdes**  
General Manager

Date: \_\_\_\_\_

June 2007