

## GREATER ACCESS FINANCIAL, LLC DEALER AGREEMENT CALIFORNIA

This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between **Greater Access Financial, LLC**, a California company, with its principal place of business at 1766 W. San Carlos Street, San Jose, CA 95128, hereinafter referred to as "GAF" and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_, California, \_\_\_\_\_, hereinafter referred to as "Dealer."

WHEREAS, Dealer wishes to participate in this program to facilitate the purchase of automobiles using retail installment sales contracts ("RISC") for Dealer's customers ("Customer").

1. **Dealer Duties** – Dealer shall have Customer and any co-applicant properly complete in its entirety the Dealer's application form or any application form approved for use by GAF (the "Application Form"). Upon receipt of GAF's credit application response, Dealer shall properly complete and cause the Customer and any co-buyer to execute the RISC documents using the latest revised version of the LAW<sup>®</sup> Form No. 553 California form of Retail Installment Sales Contract (the "RISC Form") or such other form approved for used by GAF. Dealer shall cause the Customer and any co-buyer to properly execute the RISC documents according to all federal and California state laws and regulations. If Dealer in any way does not cause the Customer and any co-buyer to execute the RISC documents according to such laws and regulations, Dealer will hold GAF harmless from any future legal actions by Customer or any co-buyer. Dealer agrees to comply with all federal and California state laws and regulations relating to privacy, including the Gramm-Leach-Bliley Act. By examining and copying driver's licenses, Dealer shall authenticate Customer's and any co-buyer's or co-applicant's signatures to the Application Form and RISC Form. Within five (5) days after execution of the RISC Form, Dealer shall deliver to GAF:

1. Original, signed Application Form.
2. Original, fully completed and signed RISC Form.
3. Agreement to Furnish Insurance.
4. Invoice or Wholesale Booksheet.
5. Notice to Co-Signor if applicable.
6. Proof of down payment.
7. Copy of applicant's and co-applicant's valid driver's license.
8. Copy of Department of Motor Vehicles paperwork.
9. Signed acknowledgement that a copy of unexecuted Spanish language translation was provided, if applicable.
10. Copy of Guaranteed Auto Protection ("GAP") policy, Mechanical Breakdown Insurance ("MBI") policy, service contracts, or any other insurance products.
11. Copy of Buyer's Guide.
12. Such other documentation required by GAF to be delivered by Dealer, such as proof of income, proof of residence, and proof of employment.

All documents required to be delivered by Dealer to GAF are referred to herein as the "RISC Documentation Package."

2. **GAF Duties** – Within five (5) days of receipt of the complete RISC Documentation Package by GAF, GAF shall notify Dealer of its acceptance/rejection of the RISC. Upon acceptance of the RISC by GAF, GAF will immediately make available to Dealer payment in the amount agreed upon in the "Approval Document." GAF may reject any approved RISC submitted for purchase by Dealer for the following reasons:
  1. Fraud on the Application Form or fraud on any other form incidental to a RISC transaction arising out of this Agreement.
  2. The completed RISC Form does not comply with GAF's terms and conditions or the documentation is incomplete, inaccurate, or ambiguous as to any material term.
  3. Information on the Application Form is inaccurate or such information does not verify as stated by Customer or Dealer.
3. **Terms of Sale & Assignment of RISC** – Pursuant to the Agreement, Dealer agrees to sell, assign, and transfer all of Dealer's right, title, and interest in each fully executed RISC to GAF. The Dealer waives all demands and

notice of default and repossession and disposition and consents that without notice GAF may extend time to or compound or release any rights against the Customer or other co-buyer or any guarantors. If any of the representations or warranties of the Dealer contained in this Agreement or any of the representations or warranties of the Customer or other co-buyer contained in the RISC Form or any other document executed by Customer should be untrue or illegal, the Dealer agrees to repurchase such RISC in cash upon demand and to pay therefore the amount owing thereon plus all costs and expenses, if any, with legal fees (statutory and non-statutory), for the enforcement of such repurchase, and to indemnify, defend, and hold GAF harmless of and from any and all losses, costs, expenses, or damages arising directly or indirectly from such untruth or illegal action. Any delay in GAF's right to pursue redelivery or repossess a vehicle purchased pursuant to a RISC shall not affect Dealer's obligation to repurchase the RISC. If any RISC sale is rescinded by court order, Dealer shall pay GAF the full amount which GAF paid to purchase the particular RISC, plus interest on such amount from the date of purchase of the RISC by GAF to the date of payment of such amount by Dealer at the rate of interest set forth in the RISC, plus all out-of-pocket costs and expenses incurred by GAF to obtain payments under the RISC or to perfect GAF's rights under the RISC or to realize proceeds from the collateral that secures the RISC, and not reimbursed by the Customer or other co-buyer or from the proceeds realized by GAF pursuant to the RISC, less all payments received by GAF with respect to the RISC from the Customer or other co-buyer or with respect to the collateral that secures the RISC. The Dealer shall be liable even if a waiver, compromise, settlement, or valuation of the terms of the RISC releases the Customer or other co-buyer. The terms of this paragraph shall supercede terms and conditions of sale contained in the RISC Form.

Dealer shall immediately forward to GAF any payments that it may receive upon a RISC after its assignment to GAF. Dealer authorizes GAF to place Dealer's endorsement on any check received on a RISC that has been assigned to GAF. In the event Dealer receives any unearned payments from any third party (e.g. refunded insurance premiums) relating to a RISC previously assigned to GAF, Dealer shall promptly remit such amount to GAF. Any such payments shall be held in trust for the benefit of GAF and shall be at all times kept separate from any other funds of Dealer.

4. Dealer Representations and Warranties – At the time of each sale of each RISC, Dealer by delivery of the RISC documents to GAF represents and warrants the following to GAF:
1. Dealer has the right to sell the collateral described on the purchase order or RISC free and clear of all liens and encumbrances and such collateral has been transferred to the Customer or other co-buyer free and clear of any security interest, encumbrance, lien or claim of any third party, except for the lien in favor of GAF created by the RISC. The assignment of the RISC by Dealer to GAF, which lien shall be applied for by Dealer upon a properly prepared, executed, and filed application for certificate of title or notation of lien so as to reflect that GAF has a first priority perfected security interest in the collateral described in the RISC, and which certificate of title or notation of lien shall be issued to GAF in accordance with applicable law within such time so as not to create any risk of rescission or avoidance under bankruptcy, insolvency, receivership, or other applicable law.
  2. All information on the RISC Form, specifically including but not limited to the description of the collateral, is accurate and complete.
  3. The equipment listed on the Kelley Blue Book Wholesale sheet ("Book Sheet") is accurate. If, prior to funding, GAF learns of any equipment listed on Book Sheet that is not equipped on the vehicle, monies will be deducted from the check paid to Dealer, dollar for dollar. If, after funding, GAF learns of any equipment listed on Book Sheet that is not equipped on the vehicle, monies will be deducted from any future checks paid to Dealer, dollar for dollar.
  4. The Dealer has or shall have within twenty (20) days of Customer's and any co-buyer's execution of the RISC Form, processed and delivered all paperwork and paid all fees required by Department of Motor Vehicles and will show the parties listed on the RISC Form as the Registered Owner and GAF as the Legal Owner of the vehicle.
  5. Dealer has complied with all state and federal consumer credit and consumer protection statutes and regulations promulgated there under, as well as all other laws, regulations, and rules pertaining to the sale of the vehicle.
  6. The Application Form and RISC Form have been properly signed by each applicant and comply with all federal, state, and local laws, rules, regulations, and ordinances, including, but not limited to, the Fair Credit Reporting Act, the federal Truth-in-Lending Act, the Equal Credit Opportunity Act, the Federal Trade Commission Act, state sales finance acts, and usury laws.
  7. The down payment, if any, shown on the face of the RISC Form, has been received by Dealer at its place of business and has not been returned to Dealer dishonored (nor will down payment be returned to Dealer

dishonored in the future) and no part of the down payment was advanced directly or indirectly by Dealer to Customer or other co-buyer except for authorized dealer and manufacturer rebates. If down payment is returned dishonored, Dealer will notify GAF within 2 business days. There is no agreement between Dealer and Customer or other co-buyer pursuant to which Dealer will reimburse such person for the down payment or will pay any installment due under the RISC.

8. The vehicle and other goods identified in the RISC Form have been furnished, delivered, and accepted to the satisfaction of the Customer or other co-buyer, and all obligations of warranty to the Customer or other co-buyer, either expressed or implied, have been and will continue to be fulfilled by Dealer.
  9. The full amount of the "Amount Financed" as shown on the RISC Form remains unpaid by the Customer or other co-buyer.
  10. The Customer and other co-buyer were furnished completed copies of the RISC Form for their review **prior** to execution of the RISC Form.
  11. Dealer has not knowingly communicated to GAF incorrect information relating to the Customer's or co-applicant's Application Form or knowingly failed to communicate information relating to the Application Form.
  12. The facts set out in the RISC Form and/or any other the other documents set forth in paragraph 1 above are true.
  13. The signatures on the Application Form and the RISC Form are the genuine signatures of the Customer and any co-applicant.
  14. The Customer and any co-applicant do not have a defense, recoupment, set-off, or counterclaim to payment of the obligation evidenced by the RISC Form.
  15. No party to the Application Form or RISC Form is a minor, and each has the capacity to execute the Application Form and RISC Form and is liable thereon.
  16. Dealer will comply with Dealer's obligations with respect to the RISC Form and its collateral.
  17. All payments reflected in the RISC Form will be or have been actually paid to the appropriate party.
  18. The Application Form actually signed by the Customer and any co-applicant authorizes the Dealer and GAF to receive credit reports on the Customer and any co-applicant.
  19. The cash price shown on the RISC is the "cash price" as defined by the federal Truth-in-Lending Act and applicable state law and represents the price for which the Dealer, in the ordinary course of business, offers to sell similar goods and services for cash to similar customers. Dealer has not increased the cash price because of Dealer's sale of the RISC to GAF. Dealer has made no oral or written promises, affirmations, warranties, or representations to Customer and any co-buyer, either before, during, or after the execution of the RISC that are not contained in the RISC.
  20. To the best of Dealer's knowledge, the goods described in the RISC are not to be used by Customer or any co-buyer in or for the benefit of a commercial business.
  21. The RISC and the security interest or ownership interest created by the RISC and held by Dealer in the collateral described in the RISC shall be transferred to GAF free and clear of any security interest, encumbrance, lien, or claim of any third party.
  22. The collateral described in the RISC is not ineligible for financing pursuant to GAF's published financing terms and conditions in effect at the time such RISC is offered for sale by Dealer to GAF and is not, and to the best of Dealer's knowledge, never has been, represented by a certificate of title generally known as salvage, flood, or branded title. Additionally, vehicle is not TMU or true miles unknown.
  23. The Dealer has obtained all licenses required by law to conduct its business as a motor vehicle dealer in all locations and jurisdictions in which it conducts business. All such licenses are current, and there are no investigations pending, or to the best of Dealer's knowledge, threatened against Dealer by any regulatory body having jurisdiction over Dealer regarding such licenses.
5. Indemnification – Dealer shall defend and indemnify GAF against and hold GAF harmless from and against all claims, actions, suits, proceedings, costs, expenses, losses, defenses, and liabilities, including reasonable attorneys' fees, arising out of connected with, relating to or resulting from any claim or contention, whether well-founded, baseless or otherwise, howsoever relating in any way to the vehicle or relating in any way to the making of the RISC, including, but not limited to, a violation of, or failure to comply properly with, any consumer laws relating to the Customer's and any co-buyer's application, the RISC Form, this Agreement, any negligent or intentional act or omission, failure to properly service the vehicle, breach of warranty, or nonconformity of the goods.
6. Dealer Breach – In the event of a breach by Dealer of any of the warranties, obligations, or promises herein, Dealer agrees to pay all costs and expenses of GAF, including all attorneys' fees.

7. Severability – Should any provision of this Agreement be determined to be unenforceable, invalid, or illegal, under any law, rule, or regulation, that determination shall not affect the enforceability, validity, or legality of any other provisions of this Agreement.
8. Termination – This Agreement may be terminated by either party immediately upon three (3) days written notice to the other party to the address set forth above or to such address as provided to the other part, but such termination shall not impair or affect the obligations of either party with respect to any obligations which have been incurred hereunder prior thereto. All provisions of this Agreement relating to terms of sale and assignment of RISCs, dealer representations and warranties, confidentiality, indemnity, attorneys' fees, and remedies provided for breach of paragraphs 3, 4, & 5 shall survive termination of this Agreement.
9. Default Remedies – The occurrence of any of the following shall constitute a material default and breach of this Agreement:
  1. Dealer's failure to perform any obligation under this Agreement or the assignment provisions of any RISC purchased by GAF.
  2. Dealer's failure to pay any indebtedness due and owing GAF under this Agreement.
  3. Dealer ceases to do business as a going concern, dissolves, becomes insolvent, files for bankruptcy, or has a receiver appointed for Dealer's property.
  4. If any warranty, representation, or statement made or furnished to GAF by or on behalf of Dealer, in connection with this Agreement or any agreement or RISC purchased by GAF is false or has been breached.

In the event of any default or breach by Dealer, GAF may at any time thereafter, at GAF's option and without limiting GAF in the exercise of any other right or remedy which GAF may have by reason of such default or breach, with or without notice or demand:

- a. Require Dealer's immediate payment of any indebtedness due GAF by Dealer.
  - b. If the default relates to a specific RISC, require Dealer to repurchase the RISC from GAF and immediately pay to GAF the amount required for such repurchase set forth in paragraph 3 of this Agreement, plus any additional costs, including attorneys' fees, incurred by GAF.
10. Late Charges – A late charge of one and on-half percent (1.5%) per month will be added on balances thirty (30) days past due
11. Entire Agreement – This Agreement supersedes all previous agreements between GAF and Dealer.
12. Further Assurances – Dealer understands that each party shall do such further acts and things and execute and deliver such further documents as are reasonably necessary to carry into effect this Agreement or to better assure and confirm to the requesting party its rights, powers, and remedies.
13. Waivers – Any failure or delay by GAF to exercise any right or remedy shall not operate as a waiver of such right or remedy, and no single or partial exercise by GAF of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy.
14. Authority – The undersigned warrant that they are duly authorized to execute this Agreement on behalf of their principal.
15. Independent Contractor – The parties understand that the relationship created hereby is one of independent contractor, and that nothing contained herein shall be construed by the parties or by any third person to create any franchise, fiduciary, agency, partnership, joint venture, employment, or other special relationship between the parties. Dealer is not granted any express or implied right to bind GAF in any manner and Dealer shall not hold itself out as an agent, partner, or affiliate of GAF.
16. Governing Law – This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

- 17. Amendments – This Agreement may be amended from time to time by GAF upon thirty (30) days prior written notice to Dealer. After the effective date of GAF’s amendment, Dealer’s failure to terminate this Agreement before the effective date of such amendment shall be deemed to be Dealer’s agreement to and acceptance of GAF’s amendment. Should Dealer not agree to abide by such amendment, Dealer must terminate this Agreement by providing GAF with written notice of its decision to terminate this Agreement in accordance with the provisions of paragraph 8. Such notice must be sent by facsimile to GAF, attention President; the original of such notice must be sent by U.S. Mail, return receipt requested.
  
- 18. Notice of Claims – In the event Dealer becomes aware of any actual or threatened legal proceeding or action against Dealer which could give rise to an action against GAF, Dealer shall give prompt written notice of such action to GAF.
  
- 19. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Greater Access Financial, LLC  
 “GAF”

\_\_\_\_\_ “Dealer”

BY \_\_\_\_\_

BY \_\_\_\_\_

NAME Morgan Duncan

NAME \_\_\_\_\_

TITLE President

TITLE \_\_\_\_\_