



TD Auto Finance RETAIL INSTALLMENT CONTRACT AND LEASE PROGRAM AGREEMENT

Dealer:

TD Auto Finance LLC ("Purchaser")

Date:

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the parties to this Agreement agree as follows:

THE PROGRAM. Dealer has requested Purchaser to establish a program (the "Program") under which Purchaser will, from time to time, one or more times, offer to purchase leases and/or credit sales contracts ("Contracts") originated by Dealer as lessor or as seller/creditor, that involve the lease or credit sale of motor vehicles ("Vehicles") to Dealer's customers ("Customers"). Purchaser has agreed to establish the Program and to offer to purchase Contracts from Dealer on a recurring basis.

Program Purchases. All Program purchases shall be made pursuant to the terms and conditions of this Agreement. Each Contract shall initially constitute a direct payment obligation of the Customer to and in favor of Dealer, which upon purchase will be assigned to Purchaser.

Leases of Vehicles. All leases of Vehicles under Contracts purchased by Purchaser ("Leases") shall be in the ordinary course of Dealer's business. The agreed-upon value of each leased Vehicle shall not exceed the cash sales price for which Dealer otherwise would have agreed to sell the same Vehicle to an ordinary retail purchaser. A Contract may not provide for maintenance, insurance or other services by or at the expense of Dealer unless separate identifiable charges therefor are included in the Contract. Once a Contract is purchased by and assigned to Purchaser, Dealer shall cease for all purposes to have any rights to or interest in the Lease and in the leased Vehicle, which shall be titled in the name of Purchaser or a designated affiliate of Purchaser.

Credit Sales of Vehicles. All credit sales of Vehicles under Contracts purchased by Purchaser shall be in the ordinary course of Dealer's business. The sales price of each Vehicle shall not exceed the cash price for which Dealer otherwise would have agreed to sell the same Vehicle to an ordinary retail purchaser on an "all cash" basis. Dealer may not charge a Customer an upcharge in excess of Dealer's costs or amounts actually paid or payable to third persons, which are included in the Contract, without first disclosing the existence of such an upcharge to the Customer. The term upcharge means all payments, and all fees for services such as taxes, titling and registration fees, service warranty contract fees and similar fees for services provided by, or payments made to, third parties by Dealer, if the payments or fees charged to Customers are in excess of the fees or payments actually made by Dealer, but only where the failure to disclose such upcharge as a finance charge would constitute a violation of applicable laws or regulations. Once a Contract is purchased by and assigned to Purchaser, Dealer shall cease for all purposes to have any security rights and interest in the Contract and in the Vehicle.

Purchaser's Discretion. Purchaser shall have no obligation to purchase any particular Contract or Contracts from Dealer. Purchaser shall have absolute and total discretion with respect to which Contracts Purchaser may agree to purchase. Purchaser shall have the further right at all times and in its sole discretion: (1) to determine the extent to which, and the terms and conditions under which, Purchaser will purchase Contracts from Dealer; (2) to establish and approve the form and provisions of Contracts; (3) to determine the types of Vehicles that may be leased under a Contract purchased by Purchaser; (4) to establish minimum equipment requirements for leased Vehicles; (5) to determine the lease and credit terms of Contracts purchased by Purchaser; and (6) to determine the creditworthiness of each Customer.

Nothing under this Agreement, or under any existing or future agreement or understanding between the parties, whether in writing or in the form of oral statements, or any conduct or course of dealing on the part of Purchaser, or on the part of its officers, employees or agents, may be construed by Dealer, or by Dealer's owners, partners, members, shareholders, principals or management officials, or by any Customer, or by any court of law, or in arbitration, to in any way obligate or commit Purchaser to purchase any particular Contract, or to amend, alter or in any way modify the discretionary nature of this Agreement.

Right to Terminate Program. Purchaser shall have the right to terminate the Program, and to cease purchasing additional Contracts from Dealer, at any time, and for any or no reason, with or without cause. Dealer's representations and warranties in favor of Purchaser, and Dealer's remarketing, indemnity, guaranty, repurchase, reserve, and additional obligations under this Agreement, shall remain in full force and effect notwithstanding Purchaser's election to terminate the Program.

APPLICATION AND CONSUMMATION PROCEDURES.

Dealer agrees as follows:

Acceptance of Lease and Credit Applications. Dealer shall accept applications for leases or credit purchases, as applicable, from Dealer's Customers, and if Dealer desires to sell and assign a Contract to Purchaser, Dealer shall promptly transmit the Customer's completed and signed application to Purchaser electronically, and subsequently by mail. Neither Dealer nor any of Dealer's employees shall make any statement or representation to a Customer as to whether the Customer qualifies or pre-qualifies for a lease or credit purchase under Purchaser's credit standards. Furthermore, neither Dealer nor any employee of Dealer may discourage a Customer from applying for a Lease or credit purchase, or refuse to accept an application from any Customer. Dealer shall advise each Customer of Dealer's intent to offer the Customer's Contract to Purchaser and must notify each prospective Customer of Purchaser's name and address in writing when the Vehicle subject to the Contract is intended to be used for personal, family, or household purposes.

Additional Information Relating to Lease or Credit Sale of a Vehicle. Dealer shall promptly provide Purchaser with all necessary and pertinent information requested by Purchaser with respect to Dealer's intended lease or credit sale of a Vehicle to the Customer.

Approval and Acceptance Procedures. If Purchaser approves the Customer's lease or credit application, Purchaser will notify Dealer of its approval, and Dealer shall then notify the Customer. Unless otherwise specified by Purchaser in writing, the lease or credit sale must be consummated and the Contract must be executed within thirty (30) days following the date on which Purchaser approved the Customer's lease or credit application.

Denial Procedures. If, for any reason whatsoever, Purchaser declines to purchase the Contract of a particular Customer, Purchaser will so notify the Dealer. Purchaser will then take whatever action regarding such denial as Purchaser deems necessary to comply with applicable law and regulation, including without limitation, advising the Customer of the denial, responding to Customer inquiries, and sending appropriate notices of adverse action to the Customer pursuant to the Federal Equal Credit Opportunity Act, the Federal Fair Credit Reporting Act, and any applicable state laws and regulations.

Completion and Execution of Contracts. If Purchaser agrees to purchase a Contract from Dealer, Dealer shall complete the relevant portions of the Contract. Dealer shall then require the Customer to execute the completed Contract, which Dealer shall then immediately forward to Purchaser. Dealer shall not permit or require the Customer to sign more than one original Contract.

Delivery of Other Documents and Amounts. If Purchaser agrees to purchase a Contract from Dealer, Dealer shall deliver the following original documents to Purchaser: (1) the Customer's original credit application signed by the Customer; (2) a copy of the manufacturer's certificate of origin for new Vehicles; (3) a copy of the manufacturer's invoice with respect to new Vehicles; (4) a copy of any vendor's invoice applicable to dealer-installed optional equipment; (5) a copy of the application for title, registration, and licensure of the Vehicle; (6) the original certificate of title to the Vehicle, which in a lease shall reflect Purchaser as the record owner of the Vehicle, and in a credit sale shall reflect Purchaser's first priority security interest; (7) a copy of any Agreement covering maintenance or service to the Vehicle; and (8) such other information, documents, and materials as Purchaser may request from time to time. With respect to Leases, Dealer shall further deliver to Purchaser funds representing the amount of the Customer's first monthly rental payment (including applicable lease and use taxes) collected at the time the Contract was signed, or alternatively no later than when the Vehicle was delivered to the Customer.

Purchase Price/Advance Amount and Chargeback. Purchaser shall advise Dealer in writing from time to time, one or more times, of the buy rates or formulae used by Purchaser to determine the purchase price/advance amount that Purchaser is willing to pay to Dealer in consideration of and for the purchase of Contracts. Purchaser shall have the right, and the full and complete discretion, to increase or decrease such buy rates from time to time, and to substitute other formulae or bases for determining the purchase prices/advance amounts of subsequently purchased Contracts. All purchase price/advance amounts, including any amounts held in reserve accounts, are subject to chargeback or offset for (i) prepayment of any Contracts, default under any Contracts, and/or repossession or return of any Vehicles subject to any Contracts, up to the full amount of the finance charges advanced to Dealer on said Contracts as set forth in various program rules established from time to time by Purchaser and communicated to Dealer by notice from Purchaser, (ii) all of Dealer's indemnity, guaranty, repurchase and other obligations under this Agreement, and (iii) all of Dealer's obligations under any endorsements to any Contracts. Even though certain finance charges are advanced by Purchaser to Dealer as part of the purchase price/advanced amount for each Contract, no finance charges with respect to any particular Contract shall be earned or deemed to be earned by Dealer until the applicable Contract has been paid and satisfied in full, as determined by Purchaser.

Dealer Rate Buy-Down. If, at any time, Purchaser purchases credit sales Contracts with interest rates lower than Purchaser's standard rates that are communicated from Purchaser to Dealer from time to time (the "Standard Rates"), Dealer will pay to Purchaser an amount sufficient to compensate Purchaser for the difference between the applicable Standard Rate and the Annual Percentage Rate ("APR") stated in any such Contract that is purchased by Purchaser (such amount being called the "Reimbursement Payment"). The Reimbursement Payment in

connection with any Contract shall be: (1) calculated by Purchaser; (2) communicated to Dealer by Purchaser; (3) binding upon Dealer in the absence of manifest error; and (4) paid to Purchaser at the time the Contract is purchased by Purchaser. Purchaser may debit Dealer's Reserve Account for any Reimbursement Payment payable by Dealer. Dealer will not directly or indirectly cause or allow any Reimbursement Payment to be charged or passed through to any Customer under any Contract, whether or not such pass through is in violation of any laws, which laws, among other things, may prohibit motor vehicle dealers from charging a customer for such amounts unless disclosed as a finance charge. The Reimbursement Payments paid to Purchaser shall, instead, be treated as dealership overhead expenses. Dealer recognizes and understands that in order to advertise or promote a retail financing rate based upon the foregoing arrangement, applicable law may require a disclosure that Dealer's obligation to make the Reimbursement Payments may affect the price at which a Vehicle is sold to Dealer's customers. In any event, Dealer will not use Purchaser's name or permit the implication that the rate being offered is Purchaser's rate.

Acquisition Fee. Purchaser, in its discretion, may from time to time charge Dealer an acquisition fee, processing fee or other fee under the program rules then in effect covering Contracts acquired from Dealer, which fees may be changed, increased or decreased by Purchaser at any time upon notice to Dealer of such change. Dealer will not directly or indirectly cause or allow any such fee to be charged or passed along to any Customer under any Contract, whether or not such pass through is in violation of any laws, which laws, among other things, may prohibit motor vehicle dealers from charging a customer for such amounts unless disclosed as a finance charge. Any such acquisition fee, processing fee or other fee paid to Purchaser shall, instead, be treated as dealership overhead expenses.

Funding; EFT and NACHA Authorization. Following Purchaser's receipt of the Customer's original signed Contract and other deliveries required in connection with such Contract, and following the completion of Purchaser's discounting and verification process, Purchaser will cause funds representing the Contract purchase price/advance amount to be wired or otherwise deposited into Dealer's designated operating account with Dealer's bank. In a lease, the amount of the Customer's security deposit will be deducted from/offset against the purchase price/advance amount paid to Dealer. Dealer authorizes Purchaser to present National Automated Clearinghouse transactions, ACH debits and ACH credits, wire transfer credits and debits, and depository transfer checks of Dealer's designated depository bank and operating account. Dealer agrees that the National Clearinghouse Association ("NACHA") Operating Rules will govern electronic funds transfers ("EFT") deposited into Dealer's designated operating account. ACH transactions presented to Dealer's designated bank will be originated from Purchaser. This EFT and NACHA authorization shall remain in full force and effect until such time that either Dealer or Purchaser gives written notice to the other as provided in this Agreement.

Credit Card Downpayments. Where permitted by applicable law, Dealer may accept downpayments and initial Lease payments through the use of credit cards, provided that the risk of collection from the credit card issuer shall be solely the risk of Dealer.

COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS; PROHIBITED DISCRIMINATION. Dealer represents and warrants that Dealer shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the federal Truth in Lending Act, the federal Consumer Leasing Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, any other laws relating to the Contracts and all regulations promulgated thereunder. Without limitation of the

foregoing, Dealer and its employees shall not discriminate in any respect against any applicant or potential applicant on a prohibited basis (as defined under any federal, state or local Equal Credit Opportunity Act or similar law). Purchaser shall in no way be responsible for Dealer's compliance under such fair lending laws and regulations, and Dealer shall fully indemnify Purchaser from any and all liability to which Purchaser may be exposed as a result of Dealer's discriminatory or prohibited acts and practices.

CONFIDENTIALITY AND SAFEGUARDING OF NONPUBLIC PERSONAL INFORMATION. In the course of their performance under this Agreement and other agreements between the parties, Dealer and Purchaser may disclose to each other information that meets the definition of "nonpublic personal information" ("NPPI") in Title V of the Gramm-Leach-Bliley Act and the regulations promulgated thereunder ("GLB Act"). Dealer and Purchaser shall not use or disclose such NPPI to any nonaffiliated third party except: (1) to the extent necessary to carry out the purpose(s) for which the NPPI was disclosed; or (2) in the ordinary course of business to carry out the purpose(s) for which the NPPI was disclosed to the party under an exception to the GLB Act. Dealer and Purchaser agree that their respective affiliates shall use and disclose NPPI to nonaffiliated third parties only to the extent the party that disclosed such information may use and disclose such information.

Dealer and Purchaser shall maintain administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of NPPI designed to meet the objectives of section 501(b) of the GLB Act and the safeguarding standards issued thereunder, and in compliance with applicable federal, state and local laws and regulations. Dealer and Purchaser shall: (1) safeguard NPPI from internal and external risks, including but not limited to disclosure, misuse, destruction, loss or alteration; (2) restrict access to NPPI to those employees or agents who need such information to carry out the purposes for which such NPPI was disclosed; and (3) immediately notify the other party in writing in the event of any unauthorized access to, or use, of NPPI.

JOINT MARKETING. Under the terms and conditions of this Agreement, and other agreements, Dealer and Purchaser agree to jointly offer, endorse or sponsor financial products and/or services of the other party. All joint marketing activities between the parties shall be conducted in compliance with the requirements of the GLB Act.

DEALER'S REPRESENTATIONS AND WARRANTIES. Dealer makes the following representations and warranties to Purchaser:

Dealer's Status. Dealer is a duly authorized, motor vehicle dealership and, if Dealer sells new vehicles, is also a duly franchised dealership for such vehicles. Dealer is properly and lawfully organized as a corporation, partnership, limited partnership, limited liability company, or is a sole proprietorship, and is properly licensed and qualified to do business, and is in good standing, in each jurisdiction where such qualification and licensure is required. Dealer has and shall maintain and keep in effect all rights, licenses and franchises required for the conduct of its business, and shall carry on its business in a lawful manner.

Authorization. Dealer's execution, delivery and performance of this Agreement have been duly authorized, and do not conflict with, and will not result in a violation of, or constitute or give rise to an event of default, under any agreement or other instrument that may be binding upon Dealer, or any of its partners, members, or shareholders, or under any law, regulation, court decree or order applicable to Dealer, or any of its properties. The person executing this Agreement and all ancillary documents on behalf of Dealer is duly authorized and empowered to do so and is duly authorized to bind Dealer to the terms hereof and thereof. Any employee of Dealer is authorized to assign and endorse Contracts and endorsements to Contracts to or in favor of Purchaser or its nominees or designees.

Effectiveness. Once properly executed, this Agreement is valid, binding and enforceable in accordance with its terms, as against Dealer and as against each of its owners, partners, members, or shareholders.

Representations and Warranties with Respect to Each Customer. (1) Each Customer is a bona fide individual or company. (2) If the Customer is an individual, the Customer has accurately represented his or her identity and all other relevant information on the Contract, the credit application and all other documents and the Customer has not misappropriated the identity or information of another individual. (3) If the Customer is an individual, the Customer is of the age of majority and has the legal capacity to enter into a lease or credit sale with Dealer, and to enter into a binding contract in the form of the Contract. (4) If Customer is a company, the Customer properly exists, and is in good standing under applicable law, and has the capacity and authority to enter into a lease or credit sale with Dealer, and to enter into a binding contract in the form of the Contract. (5) The Customer does not intend to use the purchased or leased Vehicle primarily for agricultural purposes.

Representations and Warranties with Respect to the Lease or Credit Sale and the Vehicle. (1) The Customer, the Vehicle and the provisions of the Contract correspond in all respects with the Customer, the Vehicle and the provisions of the proposed Contract for which approval was granted by Purchaser. (2) The Vehicle and all accessories and options have been delivered to and accepted by the Customer in their present condition, and without reservation of rights. (3) The Vehicle is a U.S. specification vehicle, and would not be considered a gray market or altered vehicle. (4) The lease or credit sale of the Vehicle was bona fide and in the ordinary course of Dealer's business. (5) The agreed-upon value of the leased Vehicle, or the sales price of the Vehicle in a credit sales transaction, was equivalent to or less than the sales price that Dealer would have otherwise agreed to sell the same Vehicle to an ordinary retail purchaser on an "all cash" basis. (6) In a Lease, the Vehicle was leased to the Customer and sold to Purchaser free of all liens, privileges, and encumbrances, including without limitation, free of any security interest or lien in favor of Dealer, the Vehicle manufacturer, and any floor plan lender. (7) In a Lease, the Vehicle was properly titled, licensed and registered in the name of Purchaser or a designated affiliate of Purchaser. (8) In a credit sale, the Vehicle was sold to the Customer free of all liens, privileges and encumbrances, including without limitation, free of any security interest or lien in favor of the Vehicle manufacturer, and any floor plan lender. (9) In a credit sale, the Vehicle was properly titled, licensed and registered in the Customer's name, with the Vehicle certificate of title properly reflecting Purchaser's first priority security interest. (10) All fees that are payable to public officials with respect to licensing, titling and registering the Vehicle have been paid in full. (11) All sales, excise and other taxes applicable to the lease or sale of the Vehicle have been paid in full. (12) Any extended warranty insurance or service contract that may have been purchased from or through Dealer, and included in the Contract, is in full force and effect. (13) Vehicle insurance protecting the interests of Purchaser and the Customer against loss, destruction, or damage to the Vehicle, in such form and amounts as Purchaser may from time to time require, has been obtained and is in effect when the Vehicle is delivered to the Customer. (14) Liability insurance in such form and amounts as Purchaser may require, protecting the interests of Purchaser and the Customer against liability for injury to persons or property arising out of the lease, ownership, use, or operation of the Vehicle, has also been obtained and is in effect when the Vehicle is delivered to the Customer. In no event shall a leased Vehicle have insurance with less than the following minimum coverage: (a) if the Vehicle is a passenger car, fire, theft and comprehensive, or if the Vehicle is a truck, combined additional coverage in an amount not less than the actual cash value of the Vehicle at the time of loss, subject to a deductible of not more than \$1,000; (b) collision and upset coverage in an amount not less than the actual cash value of the Vehicle at time of loss, subject to a deductible of not more than \$1,000; and (c) liability for bodily injury and property damages in amounts not less than \$100,000 for injuries or death to any one person, \$300,000 for injuries or death in any one accident, and \$50,000 for property loss or damage.

Representations and Warranties with Respect to Each Purchased Contract. (1) Dealer has furnished Purchaser with credit information received by Dealer with respect to the Customer and the Contract, and such information is true, complete and accurate. (2) Dealer properly completed the Contract, and the Contract contains all required information, which is correct and accurate in all respects. (3) None of the preprinted provisions of the Contract have been altered, modified or stricken by the Customer or by Dealer. (4) The Contract, as delivered to Purchaser is genuine and has been properly executed by the Customer or by the Customer's duly authorized representative. (5) The Customer's signature, or that of the Customer's duly authorized representative, is genuine. (6) The completed and signed Contract constitutes a valid and binding contract on the part of the Customer that is enforceable in accordance with the Contract's terms. (7) A copy of the completed Contract was provided to the Customer at the time the Contract was signed. (8) The Customer did not execute more than one original Contract. (9) The amount of any cash payment represented to Purchaser as having been paid by the Customer, was in fact received by Dealer in cash prior to the time the Contract was signed, or no later than when the Vehicle was actually delivered to the Customer. (10) The amounts of any trade-in allowance, rebates or other incentive credits applicable to the lease or credit sale of the Vehicle, are bona fide and genuine, and the Customer was actually entitled to the same. (11) The amounts of insurance premiums, extended warranty and service contract fees, license fees, certificate of title fees, registration fees, vehicle inspection fees, sales and excise taxes, and all other fees and charges disclosed in the Contract, are correct and legally permitted under all applicable laws, rules and regulations. (12) Dealer has made all disclosures required under the Federal Consumer Leasing Act, and Federal Reserve Board Regulation M, and similar state laws and regulations applicable to consumer lease transactions, and all disclosures required under the Federal Truth in Lending Act, Federal Reserve Board Regulation Z, and similar state laws and regulations applicable to consumer credit sales of motor vehicles. (13) The conduct of Dealer and its employees shall not subject Purchaser to suit or administrative proceeding under any state or federal law, rule or regulation. (14) Dealer does not know of any fact not disclosed to Purchaser, which indicates that Purchaser will not receive all payments as provided under the Contract. (15) The Customer has no claim or defense or potential claim or defense against Dealer that may be urged directly against Purchaser, or as an affirmative defense, set-off, counter-claim, or by way of recoupment. (16) At the time Purchaser pays the purchase price/advance amount of the Contract to Dealer, the Contract is free of all liens and encumbrances in favor of Dealer's creditors, irrespective of whether Purchaser then has actual physical possession of the Contract documents. (17) The Contract has been properly assigned from Dealer to Purchaser. Dealer agrees to obtain appropriate subordination or release agreements in favor of Purchaser from any of Dealer's creditors who may have prior perfected security interests affecting Dealer's chattel paper.

Contract Representations and Warranties. Notwithstanding (1) the existence or nonexistence of the foregoing or any other or contradictory representations, warranties, covenants and other obligations of Dealer to or in favor of Purchaser that are contained in any Contract and (2) customary and common law rules of contract interpretation, all Contracts purchased by Purchaser, regardless of the form of Contract, shall be deemed to have been sold to Purchaser by Dealer subject to all of the representations, warranties, covenants and other obligations of Dealer to or in favor of Purchaser that are set forth in this Agreement and all of the representations, warranties, covenants and other obligations of Dealer to or in favor of Purchaser that are contained in this Agreement shall not be superseded, replaced or modified by any representations, warranties, covenants and other obligations of Dealer to or in favor of Purchaser that are contained in any Contracts.

Ancillary Products, Plans, Services. In the event a Contract includes a charge for any type of standardized plan or insurance policy for ancillary products, plans or services approved by Purchaser, including, but not limited to (i) extended warranty coverage or vehicle repair, maintenance or protection plans through warranties, service contracts or insurance policies, (ii) guaranteed auto protection debt cancellation plans or insurance policies, (iii) credit life insurance and/or credit accident, health and disability insurance policies or (iv) any similar coverage or protection where a premium is paid up front and services or protection are to be provided over time (any such plan or policy described in this paragraph, or any similar policy, product, plan or service, is referred to herein as "Coverage"): (1) Dealer represents and warrants that Customers charged for Coverage received such Coverage and all disclosures, terms and conditions in the agreement for Coverage are complete, accurate and not misleading. (2) Dealer agrees to fully and faithfully carry out all of its obligations under the agreement for Coverage. (3) Dealer assumes full responsibility for any and all representations, including, but not limited to, representations concerning the terms and conditions of the Coverage and the price or premium arrangements relating thereto, made by Dealer's employees, officers or agents in soliciting or otherwise obtaining or arranging for such Coverage. (4) Dealer agrees that Coverage related to extended warranties, vehicle service and similar products not related to credit protection will be made available to all Customers, cash and credit alike, on a uniform and voluntary basis. (5) Dealer represents and warrants that (i) the Coverage and all contracts, forms and rates which shall be used in respect thereof including, without limitation, the disclosure of Coverage on the Contract and (on credit sales Contracts) the exclusion of financing of Coverage from the Contract APR, shall comply with all applicable federal, state and local laws and regulations and have been reviewed and approved by all applicable agencies and insurance departments, (ii) all terms under the Contract comply with the requirements for Coverage and shall not render the Coverage inapplicable or the Customer ineligible for Coverage, (iii) any warranty, service, insurance or other company involved in respect of the Coverage is duly organized, licensed, validly existing and in good standing under the laws of all applicable states and (iv) the Contracts will not be subject to any offset, counterclaim or other defense arising out of or in respect of the Coverage. (6) If the Coverage premium or price which has been advanced by Purchaser to Dealer is subsequently determined by a regulatory authority having jurisdiction over Purchaser's activities to have been in excess of the legally permissible charge, and if Purchaser is directed by such regulatory authority to refund to the Customer the amount by which such premium or price has been determined to exceed the legally permissible charge, then, in that event, Dealer guarantees to pay Purchaser upon demand the amount of such refund, Dealer hereby authorizing Purchaser to charge the Dealer's Reserve Account in the amount that Purchaser refunded pursuant to such directive, if not so paid upon demand. (7) Dealer accepts responsibility for the processing of any and all claims arising in connection with the Coverage and guarantees payment to Purchaser of the amount recovered by Dealer from the provider or underwriter of the Coverage in accordance with Coverage policies for application of such amount against the balance due on the Contract. (8) Dealer agrees to keep proper books of record and account of the Coverage satisfactory to Purchaser, to furnish Purchaser statements in respect of the Coverage in such detail and at such times as Purchaser may require and to permit Purchaser to inspect and make copies of the books of record and account of the Coverage. (9) Dealer guarantees payment to Purchaser of the amount Purchaser advanced to Dealer for any Coverage and shall pay such amount, as determined by Purchaser, on demand in the event a default occurs under any Contract containing charges for such Coverage to the extent that Purchaser is required to, or elects to, credit all or any portion of such amount against obligations and/or deficiencies owing under a Contract. (10) Dealer assumes full responsibility for and guarantees payment to Purchaser of the entire amount of all premiums and other amounts returned to any person or entity by the provider or underwriter of the Coverage because the Coverage did not become effective or because the Coverage was terminated at the Customer's request, or by reason of the

repossession of the Vehicle, or for any other reason whatsoever except the prepayment of the Contract. (11) In the event of any prepayment of any Contract, Dealer represents and warrants that Dealer will obtain for the Customer upon demand the unearned premium resulting from such prepayment. If however, Purchaser elects to, or should be directed by any regulatory authority having jurisdiction over Purchaser's activities to, refund to any Customer, reduce a Contract payoff amount or otherwise credit against any obligation owing under any Contract, in each case, the unearned premium or purchase price related to any Coverage, then, in that event, Dealer shall pay Purchaser upon demand the amount of such refund, reduction or credit, Dealer hereby authorizing Purchaser to charge Dealer's Reserve Account in the amount that Purchaser refunded pursuant to such election or directive, if not so paid upon demand. (12) Dealer agrees that Purchaser shall not be liable to perform any service or provide any benefit under any plan or policy for Coverage and shall not be liable for the (i) costs or expenses incurred by Dealer in connection with the Coverage, (ii) quality of parts, services or workmanship performed in connection with any extended warranty or service provided in connection with the Coverage or (iii) damage to person or property which results from the negligence of Dealer, its agents, servants or employees in connection with the Coverage. (13) Dealer agrees to indemnify, defend and save harmless Purchaser from any and all claims, defenses, set offs, demands, liabilities, losses, expenses and costs arising out of or in connection with any Coverage or in connection with the financing or funding by Purchaser of the cost of any Coverage, whether as a result of an alleged act or negligent misconduct of Dealer or any insurance company, warranty service organization or other provider of service under a policy or plan of Coverage or as a result of the breach of an express or implied warranty relating to any Coverage or the service or parts furnished in connection with the Coverage, or otherwise, and Dealer guarantees to pay Purchaser upon demand the amount of any claim, defense, set off, demand, liability, loss, expense and cost relating thereto, Dealer hereby authorizing Purchaser to charge Dealer's Reserve Account any such amount not so paid upon demand. (14) Dealer hereby sells, assigns and transfers to Purchaser all of Dealer's right to and interest in the proceeds of which Dealer is entitled under any policy of insurance or other plan providing Coverage under Contracts purchased from Dealer by Purchaser, provided, however, that such assignment shall in no way terminate, modify, or limit in any way whatsoever Dealer's obligations set forth in this Agreement. (15) Purchaser has absolute and total discretion with respect to whether it will purchase Contracts with charges for Coverage or fund charges for Coverage and may at any time and from time to time discontinue purchasing Contracts containing charges for Coverage, cease funding charges for Coverage and/or revise the program rules and requirements for acquiring Contracts containing charges for Coverage.

Continuing Representations and Warranties. Dealer's representations and warranties in favor of Purchaser shall be continuing and shall survive Purchaser's election to terminate the Program.

Notice of Non-Compliance. Dealer shall immediately notify Purchaser electronically, and then confirm by mail, of Dealer's failure to comply with any of Dealer's obligations under this Agreement, or should any representation or warranty made hereunder, or under any other agreement with Purchaser, prove at any time to be false or incorrect in any material respect.

Remedies Available to Purchaser. Should Dealer fail to comply with any of its obligations under this Agreement, or should any representation or warranty made hereunder, or under any other agreement with Purchaser, prove to be false or incorrect in any material respect, Purchaser shall have the right to insist that Dealer immediately pay and satisfy Dealer's guaranty and indemnity obligations under this Agreement, or alternatively to repurchase each affected Contract, all as provided herein. Purchaser shall have the further right to charge Dealer's Reserve Account (if applicable) for such amounts.

FINANCIAL INFORMATION AND REPORTS. Dealer shall provide Purchaser with such financial information as Purchaser may request from time to time with respect to Dealer and its owners, partners, members, and shareholders. Such information shall include, but in no way be limited to, financial statements, personal financial statements, profit and income statements, and tax returns. Dealer agrees to maintain complete and accurate records concerning the lease or credit sale of each Vehicle under a Contract purchased by Purchaser, which shall include, without limitation, records of all other transactions affecting such Vehicles. Dealer further agrees to provide Purchaser with such additional reports as Purchaser may request from time to time, which shall include such information and summaries as Purchaser may designate and require. Dealer additionally agrees that Purchaser may inspect Dealer's books and all other financial records of Dealer at any reasonable time.

DEALER'S SUBORDINATION OF RIGHTS. Dealer recognizes that, following Purchaser's purchase of a Lease Contract, Purchaser will become the owner of the leased Vehicle. Dealer agrees that Purchaser's ownership rights and interests in the leased Vehicle shall at all times be superior in all respects to any rights that Dealer may have to receive and collect any amounts that the Customer may owe to Dealer for any reason. Dealer further recognizes that, following Purchaser's purchase of a credit sales Contract, Purchaser's security rights and interest in the Vehicle shall at all times be superior in all respects to any rights that the Dealer may have to receive and collect any amounts that the Customer may owe to Dealer for any reason. Dealer subordinates and releases in favor of Purchaser any contractual or statutory right, security interest, or lien that Dealer may have or acquire with respect to the property and assets of any Customer, including without limitation, any rights, liens, or privileges that Dealer may have with respect to the Vehicle.

DEALER'S REMARKETING OBLIGATIONS. Dealer agrees to assist Purchaser in remarketing Vehicles that are acquired by Purchaser as a result of a Customer's default, or the Customer's voluntary surrender of the Vehicle, or as a result of delivery of the Vehicle to Purchaser at the end of the Contract term regardless of whether the Customer initially purchased or leased the Vehicle from Dealer. Specifically, and without limitation, Dealer agrees to complete the following procedures at no cost to Purchaser: (1) immediately notify Purchaser when a Vehicle is surrendered or returned to Dealer; (2) test drive the Vehicle; (3) prepare a vehicle condition report in such form as Purchaser may require, and which truly and accurately identifies damage to the Vehicle, and to the extent applicable, any excess wear and tear to the Vehicle, and excess mileage determined under the standards set forth in the Contract; (4) complete an odometer statement; (5) estimate, according to guidelines established by Purchaser, the cost of repairs of any Vehicle damage and excess wear and tear; (6) store the Vehicle on Dealer's premises until Purchaser or its authorized agent retrieves the Vehicle from Dealer; (7) make the Vehicle accessible and available to Purchaser or its authorized agent immediately upon request; and (8) fully repair any Vehicle damage and replace any Vehicle loss occurring while the Vehicle is in Dealer's possession. If offered by Purchaser, Dealer shall have the option to purchase the Vehicle from Purchaser under such terms and conditions as may then be acceptable to Purchaser. In the alternative, and if requested by Purchaser, Dealer agrees to sell the Vehicle on a consignment basis on Purchaser's behalf at such price as may be acceptable to Purchaser. Dealer further agrees to execute an appropriate UCC-1 financing statement evidencing Purchaser's ownership interest in consigned or stored Vehicles.

DEALER'S INDEMNITY OBLIGATIONS. In addition to, and in furtherance of, Dealer's indemnity obligations described elsewhere in this Agreement, Dealer agrees to indemnify, to defend and to save and to hold Purchaser, Purchaser's parent, and all subsidiaries and affiliates of Purchaser, and their respective officers, employees, agents and attorneys ("Indemnified Persons"), harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including without

limitation, reasonable attorneys' fees and costs of defense), demands, liabilities, penalties, fines and forfeitures, of every nature and kind, that may be asserted against or incurred by such Indemnified Persons arising out of or in any way occasioned by this Agreement, or arising out of or resulting from any Contract purchased by Purchaser, which is due to an action or inaction on the part of Dealer or its employees. This includes, without limitation, any adverse claim, demand, administrative proceeding or lawsuit asserting that actions or inactions on the part of Dealer or of Dealer's officers, employees, or agents, were fraudulent, misleading, or constitute an unfair or deceptive practice, or violated any applicable federal or state law, rule, or regulation, or arising out of any other adverse claim, demand, administrative proceeding, or lawsuit in any way related to the Vehicle, or services provided by Dealer, or in any way arising directly or indirectly out of any default by Dealer under this Agreement. The foregoing indemnity obligations shall be continuous and shall survive Purchaser's election to terminate the Program.

PURCHASER INDEMNITY OBLIGATIONS. Purchaser agrees to indemnify, to defend and to save and hold Dealer and its parent, and all subsidiaries and affiliates of Dealer and their respective officers, employees, agents and attorneys (the "Dealer Indemnified Parties"), harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and costs of defense), demands, liabilities, penalties, fines, and forfeitures, of every nature and kind, that may be asserted against or incurred by such Dealer Indemnified Parties that both (a) arise and come into existence after the date that Purchaser purchases a Contract from Dealer and (b) arise out of Purchaser's actions in servicing or collecting a Contract that Purchaser has purchased from Dealer. The foregoing indemnity shall be continuous and shall survive Purchaser's election to terminate the Program.

PROTECTION OF PURCHASER'S RIGHTS. Dealer shall be fully responsible for any losses that Purchaser may suffer as a result of anyone other than Purchaser asserting any right to or interest in any leased or purchased Vehicle or in any purchased Contract. If and when requested by Purchaser, Dealer will appear in and defend all actions and proceedings purporting to affect Purchaser's rights and interests. Should Dealer fail to do what is required of it under this section, or if any action or proceeding is commenced or threatened naming Purchaser as a party, or affecting Purchaser's rights and interests, then Purchaser may, without waiving any right or remedy that Purchaser may have, and without releasing Dealer from any of its obligations, do whatever Purchaser believes is necessary and proper within its sole discretion to protect Purchaser's rights and interests.

DEALER'S GUARANTY AND REPURCHASE OBLIGATION. In addition to, and in furtherance of, the guarantees and repurchase obligations of Dealer described elsewhere in this Agreement, Dealer agrees to guarantee payment in full of, or alternatively to repurchase, each Contract that is affected or that may be affected by Dealer's failure to perform its obligations under this Agreement, or by a material breach of any of Dealer's representations and warranties as provided herein. Dealer further agrees to guarantee payment in full, or alternatively to repurchase, each Contract of a Customer, who may directly, or indirectly as a member of a class of similarly situated persons, assert or attempt to assert a claim, demand or defense against Purchaser of a type that may be subject to Dealer's indemnity obligations under this Agreement. Dealer unconditionally agrees to pay to Purchaser immediately on demand the unpaid balance of each guaranteed or repurchased Contract, including principal, interest, costs, expenses, attorney's fees and other fees and charges. Dealer waives any and all defenses that may be available to guarantors or sureties generally, and agrees that Purchaser may extend payment under any Contract, or release any party to such Contract, without releasing or adversely affecting Dealer's guaranty and repurchase obligations hereunder. Dealer's guaranty and repurchase obligations shall be continuous and shall survive Purchaser's election to terminate the Program. Additional recourse or repurchase obligations may be imposed upon Dealer as part of an Addendum to this Agreement and/or as part of Dealer's endorsement of a particular Contract.

DEALER'S RESERVE ACCOUNT. To the extent required by Purchaser, Dealer shall establish and maintain a non-interest bearing Reserve Account with Purchaser, which will serve as collateral security for Dealer's obligations under this Agreement. Purchaser shall have the right to charge Dealer's Reserve Account at the times, and in the amounts, and under the circumstances, determined by Purchaser to be necessary to satisfy Dealer's indemnity, guaranty, repurchase and other obligations under this Agreement, any Addendum to this Agreement or any endorsement to a specific Contract. Dealer agrees to make payments into, and/or to apply credits towards, Dealer's Reserve Account. If for any reason the balance of Dealer's Reserve Account should ever fall below the then minimum amount then required by Purchaser, Dealer unconditionally agrees upon demand to pay additional amounts into its Reserve Account as may be necessary to restore the balance to the required amount.

INTENT OF THE PARTIES; GRANT OF SECURITY INTEREST. Purchaser and Dealer fully intend that the transactions occurring under this Agreement are true sales of the Contracts from Dealer to Purchaser, and true purchases of the Contracts by Purchaser from Dealer. However, to the extent that any court or administrative agency determines that the Program is a financing arrangement and not a true sale, and to further secure each and every obligation that Dealer may now and in the future owe to or incur in favor of Purchaser, whether direct or indirect, absolute or contingent, due or become due, of every nature and kind, Dealer hereby grants Purchaser a continuing security interest in all of Dealer's right, title and interest in the following property (collectively, the "Collateral"): (1) all chattel paper, to the fullest extent described and defined in the Code (as defined below), in any form, including without limitation, electronic chattel paper (to the fullest extent defined and described in the Code) and all Contracts, now existing or hereafter arising, which Purchaser from time to time may purchase or agree to purchase from Dealer; (2) all motor vehicles of any make or model, owned by Purchaser or in which Purchaser has a security interest noted on title, including vehicles that have been foreclosed on, abandoned, surrendered or repossessed from or returned by any person obligated to Purchaser under any Contracts, and vehicles with respect to which Purchaser was the lessor or the assignee of the lessor's interest and which were delivered to Dealer's possession upon the termination of the Lease; and (3) all proceeds, to the fullest extent described and defined in the Code, of any of the foregoing, including, without limitation, all accounts, general intangibles, payment intangibles, chattel paper, electronic chattel paper, supporting obligations, documents (in each case to the fullest extent described and defined in the Code), motor vehicles and other goods and insurance proceeds. The definitions of proceeds and the types of property comprising the Collateral are intended to change, expand or contract as the definitions of proceeds and such types of Collateral that are set forth in the Code change, expand or contract. "Code" means the Uniform Commercial Code in the State of Michigan, as amended and replaced from time to time.

PERFECTION. Purchaser may file whatever financing and continuation statements, amendments and other documents, and may take whatever additional actions, Purchaser deems to be necessary and proper to perfect and continue perfection of Purchaser's ownership interests in the Contracts, and of Purchaser's security interest and rights granted hereunder. To the extent that Purchaser may have previously filed financing statements affecting any of the Collateral, including Dealer's chattel paper, Dealer ratifies and confirms Purchaser's authority to do so and the contents and binding effectiveness of such statements. Purchaser may file a carbon, photographic, facsimile, other reproduction, or electronically authenticated or maintained copy of any financing statement or of this Agreement for use as a financing statement. Purchaser may make electronic filings of financing and other statements. All filings including without limitation, electronic filings, shall be deemed to be complete and perfected for all purposes when made by Purchaser, and may be made by Purchaser without Dealer's consent and without the necessity that Dealer (or Purchaser on Dealer's behalf) sign any such financing statements or other perfection document. Dealer shall reimburse Purchaser for all expenses incurred with respect to perfection and continuation of the perfection of Purchaser's ownership and security interests. Without limitation of the generality of the foregoing: (1) to the extent that any of the

Collateral is held by a third party (such as consignee or bailee), (a) notice of the security interests created by this Agreement in such Collateral shall be given to each such third party, and (b) Dealer shall, upon request of Purchaser, obtain and deliver to Purchaser a written and signed acknowledgement from each such third party that it is holding the Collateral for the benefit of Purchaser; (2) to the extent that any of the Collateral is comprised of electronic chattel paper, Dealer will ensure that, (a) there is only one identifiable authoritative copy of the electronic chattel paper record, (b) the authoritative electronic chattel paper record for all electronic chattel paper purchased by Purchaser will identify Purchaser as the owner/lessor/lender thereunder, (c) the authoritative electronic chattel paper record for all electronic chattel paper purchased by Purchaser will be transferred to and maintained by Purchaser or by a third party custodian designated by Purchaser, and (d) changes or additions to the electronic chattel paper may not be made without the consent of Purchaser; and (3) to the extent that any of the Collateral is comprised of types of Collateral that can be perfected by possession, or by either possession or filing, all such Collateral shall be delivered to Purchaser. Purchaser is authorized, at Dealer's cost and expense, to obtain all post-filing searches from all jurisdictions that Purchaser deems advisable to confirm the proper priority of all filings made by Purchaser under this Agreement.

COLLATERAL AND DEALER RELATED REPRESENTATIONS AND COVENANTS.

So long as any Contract remains outstanding, Purchaser does not authorize, and Dealer agrees not to: (1) sell or lease any of the Collateral to any person or entity other than Purchaser; (2) license any of the Collateral; (3) grant any other security interest in any of the Collateral, whether subordinate or superior to the security interests granted herein; or (4) merge Dealer into, have Dealer acquire or be acquired by, or consolidate Dealer with any other person or entity; in each of cases (1) through (4) above, without the prior written consent of Purchaser. Dealer further agrees that the Collateral is and will continue to be located in the states in which Dealer currently does business. Dealer will not change, or consent to any change, in the state in which any Vehicle is titled. The location of Dealer's residence, if Dealer is an individual or sole proprietorship, or principal place of business, if Dealer is a business entity that is created without any state filings, is and will continue to be the state recited in the address of Dealer following its signature to this Agreement. The exact legal name of Dealer is and will continue to be the name indicated in the signature block for Dealer at the end of this Agreement. Dealer is a duly organized entity of the type described in, and Dealer's state of organization is the state recited in, the signature block for Dealer at the end of this Agreement. Dealer will not change its organizational structure (i.e. convert from a corporation to a limited liability company, etc.) or state of organization, in each case, without the prior written consent of Purchaser. While Dealer has no right to take any of the actions described in this Section without the prior written consent of Purchaser, if Dealer does so it will immediately notify Purchaser of any such actions.

REMEDIES. Upon any default by Dealer of its obligations under this Agreement, Purchaser may exercise such rights and remedies as may be available to Purchaser at law, or in equity, including, without limitation, exercise of such rights and remedies with respect to the Collateral as may be available generally to secured parties under the Code. Without limitation, Purchaser may: (1) peaceably re-possess any Collateral then in Dealer's possession or control; (2) enforce the Contracts and any obligations supporting the Collateral, including, without limitation, guaranties and other security documents and agreements; and (3) sell and dispose of the Collateral. Dealer agrees: (a) to assemble the Collateral and deliver it to Purchaser (to the extent it is not already in Purchaser's possession); (b) that Purchaser may pursue Dealer or the Collateral without first pursuing any guarantor; (c) that Purchaser has no obligation to clean-up or otherwise prepare any Collateral for sale; (d) that Purchaser may disclaim any warranties of title, fitness or any similar warranties upon the sale of any Collateral; (e) that Dealer waives and agrees not to assert any claims and defenses it may have against Purchaser and that are legally waivable; (f) that Purchaser may comply with any applicable state or federal law requirements in

connection with the Collateral and the disposition thereof and such compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral; and (g) that ten (10) days prior written notice of any sale of the Collateral (other than Collateral quickly diminishing in value or existence, for which shorter notice periods will be allowed) shall be deemed to be reasonable notice for such sale, whether such sale is public, private, or a strict foreclosure.

ELECTRONIC ACTIONS. All rights and remedies of Purchaser under this Agreement may be performed and accomplished electronically to the extent otherwise permitted by applicable law, including, without limitation, electronic filings, electronic notices, electronic accountings and electronic enforcement, collection, realization and foreclosure activities.

RELATIONSHIP. Nothing in this Agreement or in the course of performance hereof shall be construed by the parties hereto, or by any court or administrative agency, or by an arbitrator, as making either Dealer or Purchaser the agent, employee or legal representative of the other, or as making the parties to this Agreement partners or joint ventures in any respect. The relationship of Dealer to Purchaser, and Purchaser to Dealer, shall be that of independent contractors. Dealer is not granted any express or implied right to represent or bind Purchaser in any manner. To the extent necessary and appropriate, Dealer agrees to explain to each Customer that Dealer is not Purchaser's agent or representative, and that Dealer has no right to bind, obligate or commit Purchaser in any way.

POWER OF ATTORNEY. Dealer irrevocably appoints Purchaser as its true and lawful attorney-in-fact, coupled with an interest, and with full power of substitution, for the purpose of accomplishing any and all of the following actions: (1) To sign Dealer's name on any UCC-1 financing statement, motor vehicle bill of sale, certificate of title or registration, or application or form submitted to a public agency, and/or on any other document necessary to perfect Purchaser's ownership, security and other rights and interests in and with respect to the Vehicles, Contracts purchased from Dealer and the other Collateral. (2) To demand, collect or receive, receipt for, sue and recovery all sums of money and which may now and in the future become due, owing and payable with respect to each purchased Contract or other Collateral. (3) To sign Dealer's name on any check, draft or other instrument received in payment or as proceeds under any purchased Contract or other Collateral. (4) To assert, settle and compromise any and all claims arising with respect to each leased or sold Vehicle, and with respect to each purchased Contract or other Collateral. (5) To further act in Dealer's name, place and stead to perform such acts that may be required of Dealer under this Agreement, of which Dealer may not fully, or may refuse to perform for any or no reason, or that Dealer may delay in performing. (6) To contact Customers and other parties to confirm balances owed under Contracts and other Collateral, and to verify such other information as Purchaser may request or require. Purchaser may take any and all of the above actions as Purchaser may deem to be necessary and proper within Purchaser's sole and exclusive discretion, without any obligation to do so. Purchaser agrees that: (a) unless a default exists under this Agreement [in which case no presentation of documents or instruments will be required under this clause (a)], Purchaser will not exercise its rights under clauses (1) and (3) above unless the applicable document or instrument signed by Purchaser has first been presented to Dealer for execution; and (b) Purchaser will not exercise its rights under clauses (2), (4) and (6) above unless a default exists under this Agreement. This power of attorney is irrevocable and shall remain in full force and effect until renounced by Purchaser in writing.

EXECUTION OF ADDITIONAL DOCUMENTS. Dealer agrees to execute such additional documents, instruments and agreements as Purchaser may deem necessary and appropriate, within Purchaser's sole discretion, and in form and substance satisfactory to Purchaser: (1) to keep this Agreement in effect; (2) to better reflect the true intent of this Agreement; (3) to consummate fully all of the transactions contemplated hereby, and under all other agreements, instruments or documents heretofore, now or at any time or times hereafter executed by Dealer and delivered to Purchaser; and (4) to perfect and protect Purchaser's interest in the Collateral.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Advertising. Dealer agrees not to identify Purchaser in any advertising placed in any medium (including signs on Dealer's premises) without prior written approval from Purchaser.

Amendment and Replacement of Prior Agreements. This Agreement amends, supplements and replaces all prior agreements and written and verbal understandings, between the parties with respect to all matters discussed in or relating to this Agreement. Notwithstanding the foregoing, if Dealer has previously entered into a Retail Installment Contract and Lease Program Agreement (the "Previous Program Agreement") with Purchaser: (1) any amount paid by Dealer as full and final settlement of anticipated charges or obligations related to Contracts acquired by Purchaser under the Previous Program Agreement shall not relieve Dealer of any obligations arising in connection with Contracts acquired by Purchaser under this Agreement; and (2) Purchaser may (a) set-off any funds that it owes to Dealer under this Agreement against Dealer's outstanding obligations under the Previous Program Agreement and (b) set-off any funds that it owes to Dealer under the Previous Program Agreement against Dealer's obligations under this Agreement.

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth herein. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Agreement has been delivered to Purchaser and accepted by Purchaser in, and shall be governed by and construed in accordance with the laws of, the State in which Dealer is located, without respect to conflict of law principles.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Effective Date. This Agreement is effective as of the date first written above.

Electronic Storage; Reproduction Deemed an Original. Purchaser may electronically store and preserve this Agreement, and discard and destroy the original signed document. Any reproduction of this Agreement derived from Purchaser's electronic storage system shall be deemed to be original and authentic, and may serve in the place of the original signed document for all purposes.

Enforcement Expenses. Should it become necessary for Purchaser to retain the services of an attorney to protect and enforce Purchaser's rights and remedies as against Dealer, or against third persons asserting rights to or an interest in a Contract or Vehicle,

Dealer agrees to reimburse Purchaser for its reasonable attorneys' fees and expenses of enforcement for both inside and outside counsel.

Jury Waiver. Dealer and Purchaser waive the right to trial by jury in any lawsuit brought by any party against any other party.

Limitation on Purchaser's Liability to Dealer. Purchaser shall have no liability to Dealer, or to Dealer's owners, partners, members, shareholders, principals or management officials, or to any other person or entity, for any action taken or omitted to be taken under or in connection with this Agreement, other than as a direct result of Purchaser's gross negligence or willful misconduct.

Notices. To give Dealer any notice required under this Agreement, Purchaser may hand deliver, electronically transmit, or mail such notice to Dealer. Purchaser will deliver or mail any notice to Dealer at any address which Dealer may have given Purchaser by written notice as provided in this paragraph. All notices required or permitted under this Agreement must be in writing and will be considered as given on the day it is delivered by hand, electronically transmitted, or deposited in the U.S. Mail, by registered or certified mail to the address specified in this Agreement.

Setoff. Dealer agrees that Purchaser may set-off any funds that it may hold or owe to Dealer against any of Dealer's obligations and liabilities to Purchaser under this Agreement or any other agreement with Purchaser.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

Sole Discretion of Purchaser. Whenever Purchaser's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Purchaser and Purchaser's decision shall be final and conclusive.

Nominees and Designees of Purchaser. Dealer shall, upon receipt of notice (a "Nominee Notice") from Purchaser, transfer and assign any Contract purchased hereunder directly to any nominee or designee of Purchaser, as indicated in the Nominee Notice. A Nominee Notice may relate to a single Contract or any number or types of Contracts. For example, a Nominee Notice could direct Dealer to assign all purchased Leases and leased Vehicles to a trust. Upon receipt of a Nominee Notice, Dealer will take all actions required to carry out the terms of the Nominee Notice, including, without limitation: (a) using new forms of the Contracts required by Purchaser; (b) assigning all indicated Contracts to the nominee or designee; (c) titling all leased Vehicles in the nominee or designee; and (d) having the nominee or designee noted as the lienholder of record on the titles to all credit sales Vehicles. If and when any Contract is assigned to a nominee or designee and/or any of the other actions described above is taken with respect to a nominee or a designee, the nominee or designee shall automatically be assigned, and shall succeed to, all of the rights and remedies of Purchaser under this Agreement as to the covered Contracts and Vehicles, as if an express assignment of Purchaser's rights and remedies under this Agreement had occurred.

Successors and Assigns Bound. Dealer's obligations and agreements under this Agreement shall be binding upon Dealer's successors, heirs, legatees, devisees, administrators, executors and assigns, as well as upon each of Dealer's owners, partners, members, or shareholders. However, notwithstanding the foregoing provision, Dealer shall have no right to assign this Agreement to a third party without obtaining Purchaser's prior written consent, which Purchaser shall have the right to withhold for any or no reason.

Tax Benefits. All tax benefits associated with or derived from the ownership of leased vehicles shall accrue to and be retained by Purchaser.

Unconditional and Irrevocable Nature of Agreements and Consents. Dealer's covenants, agreements and consents under this Agreement are unconditional and irrevocable, and may not be withdrawn or otherwise revoked by Dealer under any circumstance, other than as a result of Purchaser's prior written consent, which Purchaser has the right to reject or withhold for any or no reason, with or without cause.

Waiver. Purchaser will not be deemed to waive any right or remedy under this Agreement unless the waiver is specific, and in writing signed by Purchaser's authorized representative. No delay or omission on the part of Purchaser in exercising any right or remedy may be construed by Dealer, or by Dealer's owners, partners, members, shareholders, principals, or management officials, or by any court of law or in arbitration, as a waiver or forbearance of any right or remedy that may be available to Purchaser. Purchaser's written waiver of a provision of this Agreement will not prejudice, and may not in any way be construed as a waiver of Purchaser's right otherwise to demand strict compliance with that provision, or with any other provision of this Agreement. No course of dealing between Purchaser and Dealer may be construed as a waiver of any of Purchaser's rights or remedies, or of any obligation of Dealer.

No Third Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of Purchaser and Dealer. No other persons or entities (including, without limitation, any Customers) shall be considered to be third party beneficiaries under this Agreement or to have any rights to rely upon the terms, provisions, covenants, representations or agreements set forth in this Agreement.

DEALER HEREBY CERTIFIES THAT: (1) DEALER HAS CAREFULLY READ THIS AGREEMENT AND AGREES TO ALL OF ITS TERMS AND CONDITIONS AS WRITTEN; (2) DEALER EITHER CONSULTED WITH AN ATTORNEY, OR HAD THE OPPORTUNITY TO DO SO, PRIOR TO EXECUTION OF THIS AGREEMENT; (3) DEALER KNOWINGLY CONSENTED TO ALL WAIVERS CONTAINED IN THIS AGREEMENT; AND (4) NEITHER PURCHASER NOR ANYONE CONNECTED WITH PURCHASER HAS MADE ANY STATEMENT OR PROMISE TO DEALER THAT MAY CONTRADICT IN ANY WAY WHAT IS WRITTEN IN THIS AGREEMENT.

IN WITNESS WHEREOF, DEALER AND PURCHASER HAVE EXECUTED THIS AGREEMENT EFFECTIVE AS OF THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.

DEALER			TD Auto Finance LLC		
ENTITY TYPE	STATE OF ORGANIZATION		ENTITY TYPE	STATE OF ORGANIZATIONS	
			Limited Liability Company	Michigan	
BY	ITS		BY	ITS	
				Manager	
NAME			NAME		
ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP