



Limited Recourse Addendum to Dealer Agreement

This agreement is an addendum to the original Dealer Agreement whereas the Dealer proposes to offer for sale and BARNETT proposes to consider for purchase, retail installment obligations (Contracts), executed by Buyers (party or parties who purchase a vehicle (Motor Vehicle) and enter into a Contract with Dealer in connection therewith of Dealer.

In consideration of the premises and BARNETT's purchase of such Contracts as one acceptable to BARNETT, at such prices as BARNETT shall from time to time establish, and in consideration of the mutual agreements herein contained the parties hereto agree as follows:

The contract for Customer(s) _____
Account # _____ purchased by BARNETT from Dealer will be full recourse until _____ payments of _____ have been collected by the Barnett Finance Company Inc. Should the customer become 30 days contractually late, Dealer will repurchase said Contract(s) for the payoff plus accrued fees less the discount from said Contract(s).

This Agreement shall be interpreted under and the rights and remedies of the parties shall be governed by the laws of the State of Georgia. The parties do also agree, in the event any litigation or arbitration or quasijudicial proceedings are initiated to enforce the terms of this contract, venue shall exist in the county of Chatham, Georgia. If any provision hereof is for any reason determined to be invalid, such provision shall be deemed modified so as to be enforceable to the maximum extent permitted by law consistent with the intent of the parties as herein expressed, and such invalidity shall not affect the remaining provisions of this Agreement this shall continue in full force and effect.

Dealer _____

Barnett Finance Company Inc

Date _____

Date _____

Name _____

Name _____

Sign _____

Sign _____

Title _____

Title _____

