

Barnett Finance Company, Inc.
Dealer Retail Installment Agreement

This Dealer Retail Installment Agreement (“Agreement”) by and between Barnett Finance Company, Inc. (hereinafter referred to as “BFC”), a corporation organized and existing under the laws of the state of Georgia and _____, a corporation or Company organized and existing under the laws of the state of _____d/b/a _____ (hereinafter referred to as “Dealer,”) whose principal business address is:

is entered into as of the ___ day of _____, 20___, for good and valuable consideration and shall govern the rights and duties of the parties with respect to the assignment by Dealer to BFC of any retail installment sale contracts (hereinafter referred to as a “Contract(s)”).

1. ASSIGNMENT. Dealer is engaged in business of selling motor vehicles including related accessories (“Vehicle” or “Vehicles”), services and ancillary products (e.g., credit insurance) to individuals who purchase Vehicles with cash or credit (“Buyer” or “Buyers”). Dealer may periodically offer to sell to BFC a certain Contract. BFC may, in its sole and absolute discretion, purchase said Contract from Dealer. Dealer shall promptly execute and file all other instruments and documents required to effectuate and perfect the assignment of the Contract to BFC. BFC reserves the right under certain circumstances stated hereinbelow to require the repurchase of any Contract. In addition, each Contract will be assigned to BFC without recourse, subject to the terms and conditions of this Agreement. BFC may purchase the Contract at a discount, that is, for less than the amount financed on the Contract (hereinafter referred to as a “Discount”). Dealer agrees that the Discount will not be charged, either directly or indirectly, to the Buyer. Nothing in this Agreement shall be construed to obligate Dealer to sell Contracts to BFC or to obligate BFC to purchase Contracts from Dealer.

2. APPROVAL AND PURCHASE OF CONTRACT. BFC shall provide to Dealer from time to time general guidelines for purchase (the “Guidelines”). The Guidelines are general in nature and shall not be interpreted to commit BFC to purchasing any Contract or to paying any particular price therefore. Dealer shall submit each Contract for purchase approval in accordance with the then-current Guidelines.

At the time Dealer offers to sell a Contract to BFC, BFC shall make its initial decision as to whether it will purchase said Contract and if so, under what terms, conditions and price. Its initial decision shall be evidenced by a written confirmation notice (via facsimile or electronic means). Dealer understands and agrees that BFC is not bound by its initial decision. BFC shall not be obligated to purchase any Contract: (1) until it has verified application information provided by prospective purchasers, any guarantors and Dealer; (2) if in BFC ‘s good faith judgment, there has been a material adverse change in the physical condition of the goods that are the subject of the Contract or the financial condition of Dealer or Buyers; (3) if BFC becomes aware of facts that would constitute a basis for repurchase of the Contract under the terms of this Agreement; and (4) until BFC has actually funded it and received, within 30 days after BFC’s

initial approval, all documents which BFC may require in its sole discretion in connection with the transaction (all of which must be accurate, complete and properly executed by all appropriate parties and properly assigned by Dealer, where applicable), including but not limited to: (a) the sole original of the subject Contract and an original of any related documents (e.g., Buyers or Purchase Order, Notice to Co-Signer); (b) verbal or written verification satisfactory to BFC from the insurance agent or carrier of the requisite insurance coverage; (c) a copy of the application for title; (d) a copy of the Vehicle's factory invoice, if new; (e) a copy of the invoice (e.g., Due Bill) for all Dealer-supplied accessories setting forth Dealer's cost of each such accessory; (f) a copy of any service contracts or other ancillary product contracts and documents sold in connection with said transaction; (g) a copy of any credit insurance certificate, naming BFC as "creditor beneficiary," sold in connection with said transaction; (h) a copy of the application for motor vehicle registration; and (i) the credit application properly executed by the Buyer and any other party specified by BFC, if required by law.

3. REPRESENTATIONS AND WARRANTIES. Each of the representations, warranties, agreements and covenants included in this Agreement are material to BFC's purchase of any Contract and survive the purchase of the same. With respect to each Contract tendered by Dealer, Dealer hereby represents, warrants and agrees that:

A. Dealer is and will remain duly organized and in good standing in the state of its organization, and Dealer is and will remain duly qualified to do business and, if required, in good standing in each state or foreign jurisdiction in which the Dealer does business. Dealer has complied with all applicable laws relating to the doing of business under a fictitious trade name or trade style; Dealer has obtained the necessary resolution of its Board of Directors, and if required, the necessary shareholder's ratification of the making of the Agreement;

B. Dealer has obtained and shall maintain all licenses and authorizations required to enter into and enforce the Contract and to engage in any other activities related to this Agreement;

C. Dealer has authority to execute, deliver and perform on this Agreement, the Contract and each related agreement to which Dealer is a party, and each such document constitutes a valid and binding obligation of Dealer enforceable against Dealer in accordance with its terms;

D. Dealer agrees to be bound by any signature on its behalf on a Contract transferred to BFC. BFC has no duty to inquire as to the employment status or authority of the signer;

E. Dealer has caused good title to the Contract (and all related documents under which Dealer has rights) to be conveyed as provided herein; Dealer has conveyed good title to the Vehicle to Buyers, said conveyances were made free and clear from any liens, encumbrances or adverse claims of ownership, right to setoff or counterclaim, including any Vehicles which were obtained by Dealer from a third party; there exists no fact that would impair the validity or enforceability of the Contract, and all statements, facts, numbers and other

information in the application, Contract and related documents are true, complete, accurate and free from fraud;

F. Dealer has made prompt application for a Certificate of Title, or comparable evidence of the perfection of BFC's first and sole lien on the Vehicle to be issued by the Department of Motor Vehicles (or equivalent) of the state where the Buyer resides or the Vehicle is garaged; BFC's perfected first lien on the Vehicle is legally recognized and given full force and effect against all parties, including but not limited to the Buyers, any bankruptcy trustee and any other third party; Dealer shall deliver to BFC within sixty (60) days of the sale of the Vehicle such documentation evidencing BFC's security interest; and, unless written instruction to the contrary has been sent to Dealer by BFC, the Dealer shall cause the lienholder on the Certificate of Title or equivalent to be identified as "Barnett Finance Company, Inc.";

G. Dealer has provided BFC all credit information furnished Dealer by the Buyer, and any guarantor of the Contract, and all such credit information is true, complete and accurate; Dealer has not withheld any information from BFC which, if disclosed, might reasonably cause BFC to decline to purchase the Contract or alter the interest rate thereof;

H. The Buyer is not in default of the terms of the Contract at the time of assignment to BFC and Dealer does not know of any event or condition which indicates or suggests the prospective uncollectability of the Contract;

I. Neither Dealer nor its employees have made a verbal or written promise, claim, comment, affirmation, warranty or representation to the Buyer that is not contained in the Contract, including, but not limited to, a representation that the finance charge is the lowest available;

J. The Buyer does not have or will have any defense, offset, claim or counterclaim regarding the enforcement of the Contract;

K. Unless written instruction to the contrary has been provided by BFC, at or prior to the Vehicle delivery, Dealer verified and will promptly provide written evidence, satisfactory to BFC, that: (1) the Vehicle is covered by legitimate insurance protecting BFC's interest in the Vehicle as required under the Contract; and (2) that such coverage will be in effect for at least ninety (90) days from delivery;

L. Dealer has not increased the purchase price or cost of financing the goods or products subject to any Contract, or taken any other adverse action against any applicant, Buyer or guarantor because said person(s) is a member of a protected class, as defined by applicable law, nor because the Vehicle is being sold in a credit transaction; Dealer has not engaged in any practice that has an impermissible negative impact on members of any such protected class; in connection with Contracts which are submitted to BFC for purchase under this Agreement; Dealer agrees to disclose to each Buyer that, in Accordance with the Fair Credit Reporting Act, Buyer's account will be submitted for credit approval to BFC Financial Services Incorporated; Dealer agrees to comply with all provisions of the Equal Credit Opportunity Act

which apply to Dealer; All business operations by Dealer and all Contracts arising from the sale of automobiles to Buyers shall be in compliance with all applicable federal, state, and local laws, regulations and ordinances included but not limited to the, the Equal Credit Opportunity Act and Regulation B, the Truth In Lending Act and Regulation Z and Federal Trade Commission rules and regulations. Should Dealer fail to comply with any law or regulation listed in this paragraph L, then in any suit or legal action, BFC shall be held harmless and without any recourse from either the Buyer or Dealer;

M. Prior to assignment of the Contract to BFC, the Buyer shall have accepted delivery of the Vehicle, completely furnished with all options, accessories and all services agreed upon by the parties;

N. The Vehicle has not been previously been salvaged or dismantled or declared a total loss, nor has it been directly or indirectly repurchased by its manufacturer because of the manufacturer's inability to conform the Vehicle to the manufacturer's warranty; the Vehicle does not currently and has never had a flood, salvage, rebuilt, or other such branded title; the Vehicle does not have structural or frame damage;

O. Dealer has verified the identity of the Buyer by use of a driver's license or other identification document which contains the Buyer's photograph, and is issued by the state of such person's residence; each signature on the Contract is valid and genuine, and each Buyer and any guarantor is the individual they represent themselves to be and have the legal capacity to enter into a legally binding obligation;

P. The transaction is not a "straw purchase", i.e., the Vehicle is being sold for the use and benefit of the Buyer identified on the applicable Contract, and payment will be remitted primarily by the Buyer for their own benefit;

Q. Except for monies that BFC has agreed under this Agreement, or any amendment hereto, are to be retained by Dealer, Dealer has not received any monies related to the Contract which Dealer has not transferred to BFC, properly endorsed to BFC where appropriate; the down payment (exclusive of trade equity) noted in the Contract was made by Buyer via cash, check, debit card or certified funds and was not loaned to the Buyer; Dealer represents and warrants that the down payment as shown on a Contract will be collected in full as of the assignment of said contract to BFC;

R. The down payment as shown on the Contract will be collected in full as of the of assignment of said Contract to BFC or any of it affiliates or subsidiaries. Dealer warrants that no portion of the down payment is still owed Dealer, including, but not limited hold checks, side notes or an Non Sufficient Funds check even if collected through a guaranteed check service (i.e. Telechek). Any and all NSF checks utilized with a guaranteed check service will be considered 1st and 2nd payment recourse. Dealer further warrants that no portion of the down payment was a rebate of any type or supplied by the Dealer in anyway, unless so disclosed on the credit application and accepted by BFC;

S. Dealer will not accept payments on any accounts sold to BFC; Dealer will refer Buyer to BFC; BFC may endorse Dealer's name upon payments received on any Contract and otherwise has the authority to sign Dealer's name on any Contract or other documents to carry out the intent of the Agreement;

T. Dealer has no knowledge that possession of the Vehicle was obtained by Buyer through the use of a fraudulent scheme, trick or device;

U. Dealer will not impose any taxes on the transaction except for such taxes that are properly chargeable or passed on to Buyer under the appropriate state, local and federal laws;

V. Dealer made all legally required disclosures required by law to be made prior to execution of the Contract; any guaranty was properly completed in an accurate and timely manner on the date of the Contract; Dealer delivered to each Buyer a completed copy of the Contract and any other document required by applicable law, and to the guarantor a completed copy of the Contract and required federal and state notices explaining guarantor's obligations;

W. Unless written instruction to the contrary has been sent to Dealer by BFC, Dealer agrees to name "Barnett Finance Company, Inc." as the "loss-payee," and as an additional insured on any insurance funded by any Contract;

X. Dealer has proper authorization from each Buyer to obtain and provide to BFC all information regarding the Buyer including, but not limited to, credit reports and any other nonpublic information; if BFC provides Dealer with any information about any Buyer, Dealer shall not disclose such information or use it for any purpose other than to finance the purchase of goods from Dealer or otherwise to carry out the purposes of this Agreement;

Y. Dealer will not negotiate the terms of the Contract with a prospective Buyer in any language other than English without prior written consent by BFC;

Z. Any Contract and ancillary product sold by Dealer (e.g. credit insurance, GAP, etc.) shall be documented on forms which have been approved by BFC for current usage; BFC makes no warranty or representation of any kind, expressed or implied, with respect to any approved form as to its substance and enforceability; Dealer shall satisfy itself as to the substance and enforceability of any such form prior to submitting it for BFC's purchase approval;

AA. The cash sale price does not include any "document preparation," "vehicle preparation" or similar non-credit related fee that is not charged to both cash and credit customers alike;

BB. Dealer has notified, in writing, each and all applicants for credit of the name and address of the Company if such applications are communicated to Company; Dealer will comply fully with any "adverse action" and other notice requirements under federal, state and local law with respect to applications submitted to Company;

CC. Dealer has no knowledge of any illegal use of the goods described in the Contract;

DD. The sale of the Vehicle was made at the Dealer's place of business and was not a door-to-door sale within the definition of the Federal Trade Commission Trade Regulation Rule or any state consumer fraud door-to-door sale acts, and the Contract was generated from a direct sale by Dealer and not from a third party;

EE. The purchase price of the vehicle accessories, service contracts, warranties, GAP protection and similar related services will be the fair market value of such goods and services, were not overstated or inflated in any way, and (except for GAP protection) will represent the price for such goods and services by Dealer in cash sales of such goods and services;

FF. The Vehicle was delivered to and accepted by the Buyer in good and operable condition;

GG. The selling price to the Buyer included no charges, including but not limited to the Discount, which are not imposed upon Buyers who's Contract is not sold to BFC;

HH. Each Contract is valid and binding, enforceable in accordance with its terms and is the sole Contract for the vehicle which is the subject thereof, the Contract is the original, duly executed by the Buyer, and the customer is not a minor and has legal capacity to contract; and,

II. The Contract shall be conclusive evidence that said endorsement is for value received.

4. ADDITIONAL DEALER COVENANTS

A. Dealer agrees to bear sole responsibility for the underlying sale transaction and for the nature, quality and performance of all goods and services purchased from Dealer; such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell or dispose of as agreed any down payment or trade-in or the proceeds thereof, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by Dealer, the manufacturer or provider or the goods and services, or any third party;

B. If Dealer conducts business under a fictitious trade name or trade style, it has and will comply with all applicable law relating to the doing of business under a fictitious trade name or trade style;

C. Dealer agrees to take such action as is necessary or as BFC may request to evidence and perfect this Agreement, BFC's ownership interest in any Contract and its proceeds, BFC's ownership or security interest in the related Vehicle and any other rights related hereto;

D. Dealer agrees to turn over promptly to BFC in the form received, properly endorsed to BFC where appropriate, any moneys or instruments received by Dealer relative to a Contract following its transmittal to BFC unless it has been repurchased by Dealer;

F. Except as provided in Section 7 hereinbelow, Dealer will not represent that it is the agent of BFC; nothing contained in this Agreement (except in Paragraph 7 hereinbelow) or in the other communications between the parties shall make Dealer BFC's agent or representative for any purpose. Dealer is not granted any express or implied right to bind BFC in any manner;

G. Dealer will not make any reference to BFC in any advertising materials of Dealer without BFC's prior written consent;

H. Dealer will not repossess or accept re-delivery of a Vehicle from a Buyer or bring suit in BFC's name or behalf on a Contract without the prior written consent of BFC;

I. Dealer agrees to refund or rebate promptly any unearned premium or fee upon the early termination of any ancillary product, including but not limited to, credit insurance, GAP or service contract financed in any Contract purchased by BFC hereunder. If requested by BFC, such refund or rebate shall be paid to BFC;

J. Where permitted by law, Dealer agrees that all of its rights, titles and interests in any sales tax credit or "bad debt" refund related to a Contract purchased by BFC are hereby assigned, transferred and relinquished to BFC. Unless prohibited by law, Dealer agrees that it has not and will not claim a credit or refund with respect to any such Contract in default, and relinquishes to BFC all right to claim such credit or refund; Dealer agrees that any such credit or refund mistakenly received by Dealer will be remitted to BFC to be applied against the Buyer's obligations under the relevant Contract. Dealer agrees to furnish any and all documentation or information that BFC may reasonably request to support any claim for such refund or credit filed by BFC;

K.. Dealer agrees to provide BFC with such information and documents as BFC may reasonably request from time to time relating to this Agreement, including, but not limited to, evidence of compliance by Dealer with all of Dealer's obligations hereunder and evidence relating to all warranties and representations of Dealer hereunder;

L. Dealer agrees to comply with all state and federal privacy and data protection laws that may apply from time to time. Without limiting the generality of the foregoing, Dealer will not: (1) disclose to any third party, or (2) use for any purpose other than as required for performance of Dealer's obligations hereunder, any nonpublic personal information (as that term is defined in Title V of the Gramm-Leach Bliley Act and the privacy regulations adopted thereunder) concerning an applicant or Buyer or Lessee disclosed by BFC hereunder;

M. Upon request of BFC, the Dealer will at its own expense render assistance requested by lender, necessary to insure the Dealer's rights in any Contract assigned to the BFC, including the security interest or other rights of the Dealer to any Vehicle sold by a Contract which is duly and effectively perfected and transferred to BFC. Dealer agrees to promptly execute and deliver all further instruments, notices and documents, and take all further action, that may be required, necessary or appropriate, or BFC may reasonable request, in on order to perfect, protect or more fully evidence the transfer of ownership of the Contract or enable BFC or its assignee to exercise or enforce any of its rights with respect thereto; and,

N. Dealer agrees to allow BFC to store Vehicles as BFC may from time to time repossess, on Dealer's premises at no charge for up to ten (10) days. At Dealers request, fair storage compensation will be paid by BFC to Dealer for the storage of said repossessed vehicles after such time has elapsed.

5. DEALER'S REPURCHASE OBLIGATION.

A. If Dealer breaches any of the representations, warranties, covenants or agreements made in this Agreement or its addenda, the Contract becomes full recourse as to Dealer and Dealer agrees unconditionally to repurchase the respective Contract upon demand.

B. Dealer agrees to disclose on credit applications any and all rebates and source of down payment. Dealer warrants not to purchase any item or transfer funds to Buyer for use as down payment or for any other reason related to purchase, and that the down payment has been collected in full by Dealer prior to assignment to BFC. Dealer warrants not accepting any vehicle in trade, which has not been titled in the customer's name for a minimum of sixty (60) days, without prior written approval from BFC. Failure to disclose such information makes said Contract(s) full recourse to the Dealer. If Dealer routinely misrepresents down payments, as evidenced by a misrepresentation of ten percent (10%) or more (by value or number or value at BFC's sole option) of Contracts purchased by BFC, then all Contracts will be full recourse to Dealer. Dealer shall then, upon BFC written demand, repurchase the affected Contract(s).

C. The Repurchase price shall be determined by the unpaid balance, as determined by BFC, plus any accrued finance charges and fees in connection with said Contract(s). In addition, if Dealer breaches this Agreement in any respect, Dealer shall pay BFC upon demand all losses and expenses incurred by BFC as a result thereof, including reasonable attorney's fees and costs of litigation.

6. NON RECOURSE OBLIGATION. The obligations under this Agreement are non-recourse to the Dealer except as provided in Section 5 hereinabove. If section 5 becomes applicable, then the Agreement will become full recourse until the account is paid in full or until the Dealer repurchases the account as provided in section 5.

7. DEALER'S INDEMNIFICATION OBLIGATION. Dealer agrees to defend, indemnify and save BFC, its parents, affiliates and subsidiaries and their respective officers, employees and other representatives, harmless from any and all costs, judgments, fines,

penalties, damages, losses and expenses (including attorneys' fees) sustained by or imposed on any of the foregoing as a result of any such breach or final determination, and for any costs and attorneys' fees they may suffer as a result of Dealer's breach of any provision of this Agreement and/or if Dealer fails to repurchase on demand. BFC may hold and apply any money or Contract of Dealer coming into its possession as to any amounts owed by Dealer under this Agreement or under any assignment of any Contract.

8. AGENTS. To the extent required by law, BFC hereby appoints certain employees of Dealers as its agents from time to time for limited purpose of soliciting applications for or commitments to purchase from BFC certificates of insurance (or other evidences of insurance coverage) pursuant to certain group credit life and disability insurance policies (the "Policies") held by BFC credit insurance. The employees of Dealer who are authorized to act as agents of BFC for this purpose are only those employees who are licensed or otherwise authorized by relevant state insurance authorities to solicit, negotiate, or offer policies or certificates of insurance relative to credit insurance in the states in which they live and/or work. Dealer agrees that only employees of Dealer who are authorized or licensed by relevant state insurance authorities to solicit applications for credit insurance will be allowed to speak with, solicit, or otherwise inform buyers about credit insurance coverage available through BFC Policies, except as to ministerial, administrative matters that do not involve the solicitation or negotiation of insurance coverage. Dealer agrees to take whatever steps are necessary from time to time to assure that at least one of its employees is licensed or otherwise authorized to solicit applications for credit insurance. Dealer also agrees to provide BFC with a copy of all such licenses upon request.

9. DIRECT ELECTRONIC DEPOSIT. BFC and Dealer agree that payments for the purchase price of Contracts will normally be made by direct electronic deposit, with advice of remittance, to Dealer's demand deposit account in a financial institution specified by Dealer. Dealer authorizes BFC to initiate entries to the Dealer's account as necessary to comply with its obligations and enforce its rights, including those to correct any credit entries made in error or, with prior written, electronic or verbal notice, initiate a charge back. If no such demand deposit account has been provided to BFC, if the account information provided is blank, incomplete or incorrect, or if electronic deposit facilities are unavailable to BFC for any reason then payments will be made by check.

10. SECURITY INTEREST AND DEFAULT. Dealer grants BFC a security interest in any sums due from BFC to Dealer (including, but not limited to, any amounts due for the purchase price of any Contract). Said security interest shall secure any amounts owed by Dealer to BFC hereunder. In the event Dealer defaults on any obligation to BFC, BFC may exercise self-help rights to foreclose on such funds, as allowed by law.

11. ATTORNEYS' FEES AND COURT COSTS. If either party institutes a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such proceeding will be entitled to recover its attorney fees and court costs incurred in the action.

12. POWER OF ATTORNEY. Dealer irrevocably appoints BFC and each of its officers as Dealer's attorney in-fact and with full power of substitution, to sign Dealer's name on

any document necessary to perfect the security interest of BFC in the Vehicles including, but not limited to, any filings pursuant to the Uniform Commercial Code, to obtain registration and/or title on behalf of BFC, any Buyer, and to endorse Dealer's name on any and all notes, checks, drafts and other instruments which are made payable to Dealer with respect to Contracts purchased by BFC. This power of attorney is coupled with an interest.

13. EFFECTS OF BFC'S MODIFICATION OF CONTRACT. Dealer understands and agrees that BFC may, without notice to Dealer, extend the due dates of payments due or to become due under any Contract, amend any Contract by agreement with the Buyer or otherwise deal with the Buyer or any other party obligated to BFC in connection with the transaction, in any manner BFC deems reasonable and appropriate. Such modifications shall not affect Dealer's obligations to BFC under this Agreement.

14. WAIVER. The failure or delay of BFC to exercise any right hereunder shall not operate as a waiver of said right, but any rights and remedies contained herein shall remain in full force and effect and shall be cumulative and not alternative or exclusive. Any liability of Dealer under the terms of this Agreement shall survive the termination of this Agreement. No waiver, modification or change of this Agreement shall be valid unless accepted by BFC in writing. Dealer hereby agrees to waive notice of nonpayment, nonperformance, notice of acceptance of this Agreement, notice of repossession and all other notices to which it might otherwise be entitled by law.

15. TERMINATION. This Agreement may be terminated at any time by either party upon ten (10) days notice in writing to the other; provided, however, that such termination shall not impair or affect the liability of Dealer or rights of BFC for obligations on transactions entered into prior to the time notice is given.

16. AMENDMENT TO THIS AGREEMENT AND THE GUIDELINES. BFC may amend the Agreement or the Guidelines at any time by providing Dealer with written notice specifying the amendment. Such amendment may be transmitted to Dealer in any manner reasonably calculated by BFC to provide actual notice thereof to Dealer, which shall include, but is not limited to, facsimile transmission, e-mail or other electronic medium regularly used by BFC to communicate with Dealer.

Unless otherwise specified in the written notice of amendment, Dealer shall be deemed to have accepted and agreed to such amendment at the time that it tenders the first Contract to BFC after receiving the notice.

It is further agreed that any evidence proffered by BFC that the amendment was received by Dealer (e.g., a signed return receipt, proof of delivery of express delivery package or fax confirmation sheet) shall create an irrebuttable presumption that Dealer received the amendment and had actual notice of the amendment as of that time. The specific provisions of this Section shall supersede the general "Notice" provisions of this Agreement as set forth hereinabove.

17. NOTICES.

Any notices required under this Agreement shall be directed to the addresses set forth below:

If to Company:

If to Dealer:

18. COMMUNICATIONS VIA FACSIMILE. Dealer expressly consents to BFC sending communications, including but not limited to rate sheets, the Guidelines and any advertisements, to Dealer via facsimile at the numbers listed below and to any number Dealer provides to BFC in the future. If and when Dealer acquires additional facsimile numbers, Dealer shall notify BFC of said numbers and such notification will be deemed Dealer's consent that BFC communicate via the same.

Facsimile Numbers:

19. CONFIDENTIAL INFORMATION. Dealer agrees to treat all "information" confidentially, and not to disclose any information to any third party (other than its own employees, attorneys or accountants who have a need to know) without BFC's prior written consent. For purposes of this Section, "information" shall include all information (whether written or oral) which is furnished (whether before or after the date hereof) by BFC to Dealer and all business plans, analyses, compilations, forecasts, studies or other documents prepared by BFC or on its behalf, in connection with the Agreement.

20. CHANGES TO BUSINESS. Dealer will not sell, exchange, transfer or otherwise dispose of its properties, assets, operations or products except in the ordinary course of business, nor shall Dealer consolidate with or merge its business into any other without the prior written notice to BFC. Dealer shall notify BFC in writing of any such activity at least sixty (60) days in advance of said change. Dealer may not assign its rights or duties hereunder without the prior written consent of BFC. BFC may assign this Agreement to any third party with notice to Dealer.

21. GENERAL.

A. ENTIRE AGREEMENT. This Agreement and the Guidelines constitutes the entire agreement of the parties as to the subject matter hereof and supersedes all prior agreements or understandings. In the event of any conflict between the terms of this Agreement and any Contract, the terms of this Agreement will control.

B. CHOICE OF LAW/VENUE. 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 quasi-judicial proceedings

are initiated to enforce the terms of this contract, venue shall exist in the county of Chatham state of Georgia.

C. SEVERABILITY. 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. It is the intent of the parties that this Agreement be enforced to the fullest extent, and any provision of this Agreement deemed by a court to be unenforceable will be deemed deleted to the extent only of such unenforceability.

D. SUCCESSORS. This Agreement inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties, it being understood, however, that Dealer may not assign its rights or duties hereunder without the prior written consent of BFC.

Dealer:

BFC:

(Legal Name of Dealership)

(Signature of Officer, Partner or Owner)

By: _____ By: _____

Title: _____ Title: _____

Dealer to have notarized

IN WITNESS WHEREOF, _____ (“Dealer”) has hereunto
executed this document.

Dated this _____ day of _____, 20__

My Commission expires _____

Notary Signature: _____