



DEALER AGREEMENT

Please print and complete all forms in their entirety and mail signed originals to the following address:

Lot2You Automotive Finance
9111 Jollyville Road
Suite 245
Austin, TX 78759



DEALER CHECKLIST

SEND THE FOLLOWING DOCUMENTS VIA EMAIL TO INFO@LOT2YOU.COM.

- 1.) COPY OF DEALERSHIP LICENSE (DEALER LICENSE)
- 2.) COPIES OF DEALERSHIP (ALL) OWNER'S DRIVERS LICENSE(S) (if applicable)
- 3.) ARTICLES OF INCORPORATION OR FORMATION
- 4.) FEDERAL TAX ID# (SS4 FORM)
- 5.) BUSINESS PHONE NUMBER
- 6.) BUSINESS FAX NUMBER
- 7.) BUSINESS EMAIL ADDRESS
- 8.) ROUTEONE ID (if applicable)
- 9.) DEALERTRACK ID (if applicable)

PLEASE COMPLETE THE FOLLOWING DOCUMENTS IN THEIR ENTIRETY AND RETURN THE ORIGINALS TO THE LOT2YOU FINANCE OFFICES AT ADDRESS PROVIDED BELOW.

- A.) COMPLETED DEALER AGREEMENT
- B.) DEALER APPLICATION AND INFORMATION SHEET
- C.) COPY OF VOIDED CHECK

Lot2You Finance
9111 Jollyville Road
Suite 245
Austin, TX 78759



DEALER APPLICATION

DEALER INFORMATION

Dealer Name: _____

Address: _____

City / State / Zip: _____

Federal ID#: _____

Office Contact: _____ Title: _____

Phone: _____ Fax: _____

Website: _____ Email: _____

Route One ID (if applicable): _____

Dealertrack ID (if applicable): _____

FINANCE INFORMATION

Floorplan with: _____ Contact: _____ Limit: _____

Floorplan with: _____ Contact: _____ Limit: _____

Lending Institution: _____ Contact: _____ Phone: _____

ACCOUNT INFORMATION

Avg. Sales Per Month: _____ Avg. Amount Financed: _____

Avg. Number of Units in Inventory: _____ Avg. Number of Sales Per Year: _____

Current Lenders Used: _____



DEALER AGREEMENT

This Dealer Agreement ("Agreement") dated and effective as of the accepted date listed below between Marathon L2Y Acquisitions LLC DBA Lot2you Finance ("Lender") and the undersigned dealer listed below ("Dealer"). _____

Whereas, Dealer is engaged in the business of selling at retail new and used motor vehicles, and related products and, in connection with said business, it originates retail installment contracts, conditional sales contracts, security agreements and other agreements to finance the purchase of these motor vehicles and related products by buyers.

Whereas, Lender is engaged in the business of financing retail motor vehicle sales and purchases retail installment contracts in connection with the credit sale of motor vehicles and related products.

Whereas, Dealer and Lender desire to set out the rights, obligations and responsibilities of the parties with respect to the purchase and sale of retail installment contracts.

NOW THEREFORE, in consideration of these mutual representations, covenants, and conditions, the parties agree as follows:

1. RECITALS: By this reference, the recitals are incorporated herein and made a part of this Agreement.

2. DEFINITIONS: The following capitalized terms, whether in the singular or plural tense, shall have the meaning ascribed to each as follows:

a. "Agreement" means this agreement and any schedules and addenda thereto, as may be amended from time to time.

b. "Additional Product" means, with respect to each Contract, each product and service sold in connection with the of a Vehicle, including, but not limited to: theft deterrent products, audio or video products, GPS systems, electronic equipment, surface protection products, extended warranties (otherwise known as, mechanical repair, service or repair contracts), GAP, property insurance, credit insurance, debt protection or any other insurance products.

c. "Buyer" means, with respect to any Contract, any person or legal entity, including any co-buyer, co-signer or guarantor(s) who enters into such Contract with the Dealer for the purchase of a Vehicle together with any Additional Products.

d. "Contract" means a retail installment sale contract, conditional sale contract, security agreement or other document providing for the payment by Buyer to Dealer of monies in connection with a credit sale. to the Buyer of a new or used motor vehicle owned by Dealer, together with any Additional Products.

e. "Contract Amount" means, with respect to any Contract, the total amount financed under the Contract.

f. "Credit Application" means an application seeking credit completed by Buyer and submitted to Dealer that Dealer forwards onto Lender for evaluation.

g. "GLB Act Privacy Regulations" means the regulations promulgated under Title V of the Gramm-Leach-Bliley Act of 1999 as amended from time to time, 15 U.S.C. 6801-6809.

h. "Nonpublic Personal Information" has the same meaning ascribed to this term under the GLB Act Privacy Regulations.

i. "Purchase Price" means, with respect to any Contract, the amount to be paid by Lender and/ or lender for such Contract which shall be based on the Contract Amount, and shall be in accordance with the applicable Purchase Program in place at the time Lender has approved the related Credit Application and pursuant to which the offer to purchase the Contract is made, less any discount and processing fee, plus rate participation. In the event the Purchase Program does not define pricing, the standard pricing shall be the Contract Amount less discount and processing, plus rate participation, without recourse.

j. "Purchase Program" means a program or publication the Lender has offered to the Dealer for the purchase of Contracts. The Purchase Program may define pricing for the Contract and/or the terms under which a Contract will be purchased (e.g., with or without recourse, first payment default repurchase requirement). In the event, the Purchase Program does not define pricing and/or terms then the standard pricing and terms contained in this Agreement shall apply.

k. "Repurchase Price" means, with respect to any Contract at any time, the then remaining unpaid amounts owing with respect to such Contract, including, without limitation, all unpaid principal, all accrued and unpaid interest and all other amounts due and payable under or pursuant to such Contract.

l. "Vehicle" means, with respect to any Contract, the new or used motor vehicle that is the subject of such Contract.

3. APPLICABILITY: This Agreement shall cover all purchases of Contracts made by Lender from Dealer.

4. MONTHLY DEALER FEE: Dealer shall pay Lender a monthly fee of \$____n/a____ for the submission and evaluation of Credit Applications by Lender. The first monthly fee shall be due upon execution of the. All subsequent monthly payments shall be due and payable on the first day of each month thereafter until this Agreement is terminated. Upon termination, the final monthly payment shall not be prorated. Payments not received by Lender on or by the fifth day of month when due, shall be considered delinquent without further notice. Lender is under no obligation to accept Credit Applications from Dealer nor perform any other obligations under

this Agreement in the event Dealer fails to make any monthly payment when due. Lender may suspend consideration of Credit Applications submitted by Dealer and/or the performance of any and/or all other obligations under this Agreement until all such monthly payments are brought current by Dealer. Lender may terminate this Agreement and/or suspend any and/or all its other obligations hereunder. Neither, the termination of this Agreement by Lender nor the suspension of Lender's obligations or any portion thereof, shall operate as a waiver and/or election of remedies by Lender nor shall it relieve Dealer of its obligations hereunder.

5. APPLICATION PROCESS: Dealer may forward Credit Applications to Lender for its consideration, to provide Lender with the opportunity of making an offer to purchase any such Contracts. Lender will review each Credit Application, make a credit decision and communicate such decision to Dealer, with, if applicable, the terms under which it offers to purchase any such Contracts from Dealer. Lender may, in its sole discretion, determine whether it will make an offer to purchase all Contracts. In the event an offer is made, it shall be deemed a preliminary approval. Lender's preliminary approval to purchase a Contract shall be valid for thirty (30) days. Final approval and purchase of the Contract is subject to Lender's receipt of all required documents as set forth in Section 5 of this Agreement and the satisfaction of any additional conditions set forth in the same Section 5. The Purchase Price for each Contract shall be set by Lender pursuant to its applicable Purchase Program, which program is subject to modification, provided such modification is in writing, delivered to Dealer, and not effective until after delivery to Dealer. If Dealer accepts Lender's offer to purchase the Contract, it shall promptly notify Lender of such decision.

6. CONDITIONS FOR PURCHASE OF CONTRACTS: Lender and/or lender shall purchase a Contract upon the following conditions: (i) receipt of the original Contract the associated Credit Application, and any other documentation associated with such Contract required by Lender and communicated to Dealer; (ii) receipt of proof of the satisfaction of any and all stipulation(s) specified by Lender (hereinafter collectively included in the term "Contract") if applicable; (iii) satisfaction, in the reasonable discretion of Lender, that such Contract is properly completed and executed, and that the requirements and stipulations previously specified for such Contract have been met; (iv) the Vehicle shall have been delivered to and accepted without dispute or claim by the Buyer; (v) valid and fully executed title to the Vehicle shall be tendered to Buyer on the date of the sale of the Vehicle; (vi) Dealer shall file a Notice of Lien or other notice of security interest within ten (10) days of sale of the Vehicle to Buyer with the proper authorities and ensure that Lender has a duly perfected first priority purchase money security interest in the Vehicle superior to all other creditors and/or a bankruptcy trustee; (vii) each of the Contract representations, warranties and covenants set forth in Section 9 of this Agreement are true and correct as to such Contract; (viii) each of the representations, warranties and covenants set forth in Section 8 of this Agreement are and remain true and accurate; (ix) the Dealer is not in default of this Agreement or any other contract or agreement; and (x) full compliance with any and all terms and/or conditions specified in writing by Lender for the purchase of the Contract including, but not limited to: compliance with any and all terms and/or conditions of an applicable Purchase Program in effect at the time Dealer sold the Contract to Lender.

7. PURCHASE OF CONTRACTS: With respect to the purchase of any Contract, Lender shall promptly pay to Dealer the applicable Purchase Price, which payment shall be made within ten (10) days of Dealer satisfying all conditions set forth in Section 5 of this Agreement.

8. ASSIGNMENT: Upon Dealer's acceptance of Lender's offer to purchase any Contract, Dealer shall promptly assign such Contract to Lender. Title to such Contract, however, shall not pass to Lender until the applicable Purchase Price is paid or otherwise credited to Dealer, subject to any right of setoff or offset by Lender. Any such assignment shall include all right, title and interest held by Dealer regarding such Contract, including, but not limited to, a security interest or lien on the Vehicle. Any purchase of a Contract hereunder shall be without recourse to Dealer except to the extent provided in Sections 5 and/or 15 of this Agreement and/or unless the Contract was purchased by Lender under a Purchase Program that provides for recourse or other continued liability by Dealer.

9. REPRESENTATIONS AND WARRANTIES OF DEALER: As of the date of this Agreement, and as of each and every date Dealer forwards a Credit Application or offers a Contract for purchase to Lender, and as of each and every date Lender receives a Credit Application to review or purchases a Contract hereunder, Dealer warrants, covenants and represents to Lender the following:

a. Organization. Dealer is a duly organized, validly existing, qualified, licensed and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement.

b. Capacity. Authority and Validity. Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and its obligations hereunder. The execution, delivery and performance of this Agreement by Dealer has been duly authorized by all necessary action, and this Agreement is enforceable against Dealer in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization; or other laws relating to or affecting creditors' rights generally and by general principles of equity.

c. Licenses and Bonds: Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement. Dealer has and will maintain bonds in sufficient form and amount to satisfy the requirements of any regulatory authorities to which Dealer is subject.

d. Full Compliance: All business practices, acts and operations of Dealer are in compliance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the Used Car Rule, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z, Title V of the Gramm Leach Bliley Act and Regulation P, and the Federal Trade Commission rules and regulations.

10. WARRANTIES AND REPRESENTATIONS OF DEALER AS TO EACH CONTRACT: As of the date of this Agreement, and as of each and every date Dealer forwards a Credit Application or offers a Contract for purchase to Lender, and as of each and every date Lender receives a Credit Application to review or purchases a Contract hereunder, Dealer hereby warrants, covenants and represents to Lender the following regarding the Contract being purchased:

a. Credit Applications: Each applicant Buyer has expressed a definite interest in purchasing a vehicle from Dealer on credit, and in connection therewith, submitted a Credit Application. To the best of Dealer's knowledge and after conducting reasonable

due diligence, the Credit Application and any credit information furnished to Lender by Dealer on behalf of the applicant and/or Buyer is true, complete and accurate. The due diligence procedures to verify such information follow applicable law, in addition to being sound and consistent with industry standards and followed by all employees. Each applicant and/or Buyer provided his/her written authorization to investigate his/her credit history and employment, and to obtain a consumer report on him/her. Alternatively, Dealer represents that Dealer and Lender have another permissible purpose under the Fair Credit Reporting Act, as amended ("FCRA") to obtain a consumer report on the applicant Buyer. Further, in connection with each Credit Application submitted to Lender, Dealer agrees to disclose to each applicant and/or Buyer that, in accordance with the FCRA, Dealer intends to submit the Credit Application to Lender for evaluation. The provisions of this subsection shall apply to all Credit Applications submitted to Lender by Dealer, and not only to those that Lender purchased by Dealer.

b. Verification of Buyer's Identity: Without limiting the general application of the prior subsection, to the best of Dealer's knowledge after conducting reasonable due diligence, Dealer has verified the identity of each applicant and/or Buyer named in the Credit Application. At a minimum, Dealer has verified the identity of each applicant and/or Buyer by use of a valid and unexpired driver's license or other identifying document acceptable to Lender which contains the applicant and/or Buyer's photograph. The due diligence procedures used to identify the applicant and/or Buyer follow applicable law, in addition to being sound and consistent with industry standards and followed by all employees. In the event Lender reviews a Credit Application for an applicant and/or Buyer whose consumer report contains an alert (as that term is used in the FCRA), Dealer will comply with all requirements of the FCRA relating to such alerts, including, but not limited to, performing additional due diligence to confirm the identity of such applicant Buyer as specifically required by the FCRA. Dealer further agrees to comply with the requirements of its own Identity Theft Prevention Program, as required by the FCRA's Red Flags Rule, to confirm the applicant and/or Buyer's identity and to prevent the occurrence of identity theft. Dealer further agrees to perform any other due diligence as reasonably requested by Lender. The provisions of this subsection shall apply to all Credit Applications submitted to Lender by Dealer and not only to those that Lender purchases from Dealer.

c. Contracts: (i) Such Contract is valid and represents a genuine obligation of the Buyer(s) named therein; (ii) such Contract is legitimate, valid and binding in accordance with its terms; (iii) such Contract fully and accurately states the terms of the transaction between Dealer and Buyer; (iv) Dealer has not made any representations, warranties, agreement, or promises not contained in such Contract; (v) Dealer has fully performed all of Dealer's obligations under the Contract, including, but not limited to tender of title to the Buyer in accordance with applicable law; (vi) to the best of Dealer's knowledge after reasonable investigation, each signature on such Contract and on all other documents are genuine; (vii) to the best of Dealer's knowledge after reasonable investigation each Buyer has, at the time of entering into such Contract, the full legal capacity to do so; (viii) to the best of Dealer's knowledge, no suit or legal action or proceeding has been or will be brought or threatened to be brought by or against it in connection with such Contract; and (ix) such Contract is enforceable by Lender and its assigns.

d. Good Title and Assignment: Dealer has a good and marketable title to the Vehicle and the Vehicle is free from all liens or encumbrances, except those which will be in favor of Lender. Dealer has the-right to make an assignment of such aContract.

e. Transfer of Title and Perfection of Security Interest: Dealer has or shall cause an application for title of the Vehicle to be submitted to the appropriate government agency within the time periods required by applicable law, including without limitation, the time periods necessary to prevent the avoidance of the lien in a bankruptcy proceeding of the applicable Buyer. Further, Dealer shall take all steps necessary under applicable law to ensure that Lender will have a valid and properly perfected priority purchase money security interest in such Vehicle, and that such lien shall be enforceable.

f. Counterclaims and Defenses: Dealer has performed all of its obligations under such Contract, and Buyer has no offsets or counterclaims against or defenses to the enforcement of such Contract, except as enforcement may be affected by bankruptcy and similar laws affecting creditors' rights generally. Without limiting the general application of the preceding sentence, Dealer has fully satisfied all warranties, expressed or implied, if any, made to the Buyer relative to the purchase of the Vehicle and Additional Products.

g. Property Insurance: At the time of Buyer's execution of such Contract. the Vehicle shall be covered by comprehensive and collision insurance protecting Lender's interest in such Vehicle and Lender shall be named lienholder and loss payee under such insurance coverage upon request. Dealer shall provide to Lender a copy of an insurance binder or a declaration page insuring such vehicle in the name of the Buyer(s) with Lender named as loss payee.

h. Vehicle Condition: To the best of Dealer's knowledge, the Vehicle and all options therein are accurately described in such Contract, the title to such Vehicle is not branded indicating that it is a salvage vehicle, that the odometer has been rolled back, that such Vehicle has had significant flood damage, that such vehicle is a gray market vehicle, or that such vehicle has some other condition which has a significant adverse effect on the value of such Vehicle.

i. Contract Down Payment: Unless specifically disclosed on the Contract, the down payment with respect to such Contract was paid in full by the Buyer, in cash, check, draft, immediately available funds, or in trade equity at the time of the purchase of the Vehicle, and no part of such down payment was loaned by Dealer or otherwise borrowed from a third party.

j. Additional Products: All types of Additional Products, including, but not limited to, insurance, extended warranties, mechanical repair or service contracts, gap waivers or other products provided, sold or arranged by Dealer comply with all applicable laws and regulations. All disclosures required by applicable law to be made concerning insurance and such other products or services were complete; accurate and properly made, and all documents required to be delivered at the time of signing such Contract have been delivered.

k. Future Payments and Returns: Dealer shall not accept any payments on a Contract after it is sold to Lender. However, in the event a payment should be made to,

and inadvertently accepted by Dealer, Dealer shall be deemed to have received the payment in trust for Lender, and shall promptly remit it to Lender, which in no event shall exceed three (3) business days. If a Dealer accepts a return of an Additional Product or such is cancelled, Dealer shall promptly remit to Lender the amount of the credit for such return or cancellation, for credit to such Contract balance, which in no event shall exceed three (3) business days. In the event a Buyer attempts to return or surrender the Vehicle to Dealer (i.e., a voluntary repossession), Dealer shall immediately notify Lender, which in no event shall exceed one (1) business day.

l. Forms and Procedures: Except for any forms, procedures or documents provided by Lender, the forms, procedures and other documents created and used by Dealer in connection with the transactions contemplated hereunder, comply with all applicable federal, state and local laws, regulations and rules including, but not limited to the applicable requirements of the Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, Title V of the Gramm-Leach Bliley Act and Regulation P, the Federal Trade Commission rules and regulations.

m. Cash Price: The cash price of the Vehicle as shown on the Contract is the "cash price" as defined by applicable law. The purchase price of the Vehicle is the price charged by Dealer for substantially similar vehicles-in cash transactions and was not increased because the Vehicle was sold on credit to a member of a protected class as defined under applicable law or because the Contract was to be sold at a discount.

n. Misstatements: Dealer, nor anyone on Dealer's behalf, has made inaccurate, untrue, or misleading representations, warranties, statements, claims or comments regarding the Vehicle, any Additional Products, the financing (i.e., sale of the vehicle on credit), or with respect to any other matter relating to the Contract or the related transaction, including, but not limited to, the finance charge, or obtaining the lowest or best interest rate available for the Buyer. Dealer shall notify Lender if Dealer becomes aware that any information provided to Lender regarding a Credit Application, Contract, or Buyer is not true or becomes untrue or inaccurate.

o. Contract Location: The entire transaction related to the Contract occurred at Dealer's place of business.

p. Compliance with Purchase Program and/or other terms and conditions: The Contract complies with any and/or all terms and conditions expressed in writing by Lender including, but not limited to, any Purchase Program in effect at the time Dealer sold the Contract to Lender.

q. Survival of Warranties and Representations: Each of the foregoing warranties, covenants and representations made hereinabove shall survive the execution, delivery, expiration and/or termination of this Agreement.

11. WARRANTIES AND REPRESENTATIONS OF Lender As of the date of this Agreement, and as of each and every date Dealer forwards a Credit Application or offers a Contract for purchase to Lender, and as of each and every date Lender receives a Credit Application to review or purchases a Contract hereunder, Lender hereby warrants, covenants and represents to Dealer the following:

a. Organization: Lender is a Texas limited liability company duly organized, validly existing, and qualified and authorized to transact business in, and in good standing under the laws of the jurisdiction of its organization.

b. Capacity, Authority, Validity: Lender has the power, authority and legal right to execute, deliver, and perform this Agreement and perform its obligations under this Agreement. The execution and performance of this Agreement by Lender has been duly authorized by all necessary action.

c. Licenses: Lender is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted and to perform the transactions contemplated under this Agreement.

d. Compliance with Law: All business practices, acts and operations of Lender are in compliance with all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z, Title V of the Gramm-Leach Bliley Act and Regulation P, and the Federal Trade Commission rules and regulations.

e. Forms and Procedures: In the event that Lender provides Dealer with any forms, procedures or other documents (or requires that Dealer utilize specific forms, procedures or other documents), of any kind whatsoever, such forms, procedures or other documents shall comply with all requirements of the Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, Title V of the Gramm-Leach Bliley Act and Regulation P, the Federal Trade Commission rules and regulations, and all other federal, state and local laws, regulations and rules applicable to the transactions contemplated hereunder. Further, all rates provided by Lender shall comply with all applicable laws, including, but not limited to, maximum finance charge and usury laws.

12. OBLIGATIONS OF THE PARTIES

a. Adverse Action Notices and Compliance with Law: Each party shall send any required adverse action notices and any other notices to the applicant Buyer as may be required by applicable law, including, but not limited to, the Equal Credit Opportunity Act and Regulation B, and the Fair Credit Reporting Act, as a result of its respective credit evaluation of a Credit Application.

b. Books and Records: Each party, as applicable, shall maintain complete and accurate records concerning the following: (i) Credit Applications forwarded to Lender for consideration; (ii) any Contract sold to Lender, as well as the interest in the covered Vehicle; and (iii) all other transactions affecting the sale and finance of the covered Vehicle, and Additional Products. Each party has the right to review and inspect the other's records relating to the Credit Applications, Contracts, covered Vehicles, and Additional Products upon reasonable notice to the other (which shall in no event be less than five (5) business days), at the expense of the requesting party, and during normal business hours. Each party shall reasonably cooperate with the other during such review and inspection.

c. Forms, Procedures and Documents: Dealer shall generally, but not necessarily exclusively, provide the procedures, forms and other documents to be used pursuant to this Agreement. The Lender shall have an opportunity to review, comment and approve of the procedures, forms and documents. In the event Dealer utilizes a third-party form contract, Dealer agrees to use the most recent revision of such form contract.

d. Privacy and Information Security: Lender and Dealer shall comply with all federal and state privacy and data protection laws, rules and regulations, applicable now and in the future. Without limiting the general application of the preceding sentence, in the course of its performance under this Agreement, Lender and Dealer may disclose to each other or may receive personal information regarding consumers that is sensitive, private or otherwise nonpublic in nature (hereinafter referred to as "Personal Information"). A subset of Personal Information is Nonpublic Personal Information as defined above in this Agreement. The parties acknowledge and understand that privacy, data protection and identity theft protection laws and regulations may use terms such as personal information sensitive information and nonpublic personal information. The intention of the parties is for Personal Information to include such terms and definitions.

Lender and Dealer agree that they will not use or disclose such Nonpublic Personal Information to any nonaffiliated third party except: (i) to the extent necessary to carry out the purpose or purposes for which the party discloses such information to the other party; (ii) in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to the party under an exception to the GLB Act Privacy Regulations or other applicable law; and/or (iii) as permitted by law and this Agreement. Lender and Dealer agree that any affiliate of either party shall use and disclose Nonpublic Personal Information to any nonaffiliated third party only to the extent that it may use and disclose such information. If Nonpublic Personal Information is disclosed to Lender or Dealer in connection with marketing, joint marketing or other promotional activities, whether by written or oral agreement, Lender and Dealer shall use and disclose such Nonpublic Personal Information only: (i) to the extent necessary to carry out the activity or activities for which such Nonpublic Personal Information is disclosed to the party; (ii) in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to the party under an exception to the GLB Act Privacy Regulations or other applicable law; and/ or (iii) as permitted by law and this Agreement.

Dealer and Lender shall each maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the Personal Information received from the disclosing party. including, but not limited to, the maintenance of appropriate safeguards to restrict access to Personal Information received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such Personal Information was disclosed to the receiving party.

Dealer agrees to immediately notify Lender in the event that it reasonably suspects that a Buyer's Personal Information disclosed to it by Lender has been or may have been subject to unauthorized internal or external access, use or disclosure (in any form whatsoever including, but not limited to: electronic, physical copy, or verbal) and could result in material harm or inconvenience to any Buyers.

The provisions, agreements and obligations of this Section 11 shall survive the execution, delivery, expiration or termination of this Agreement.

13. RESPONSIBILITY FOR SALES TRANSACTION. Dealer shall have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of the Vehicle and any Additional Products financed under any Contract. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver such goods or to perform such services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds of the trade-in or down payment, 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 of the goods and services, or any third party.

14. ADVERTISING AND/OR PROMOTIONS. Without Lender's prior written consent, Dealer shall not refer to Lender or any related entities in any manner in any advertisements or promotions.

15. MODIFICATION, EXTENSION, WAIVER OR COMPROMISE OF CONTRACTS. Dealer understands and agrees that Lender may: (i) extend or otherwise change the due dates of installment payments due or to become due under any Contract; and/or (ii) otherwise amend, waive, alter or change any Contract by agreement with the Buyer whether or not Dealer is consulted with regard to the same. Dealer also agrees that Lender may advance funds for the purchase of insurance to pay any taxes, fees, or liens, or otherwise to protect and/or preserve a Vehicle and Lender's interest therein, without notice to or consent of Dealer and without affecting Dealer's obligation to Lender.

16. CONTRACT REPURCHASE. In the event that Dealer breaches a representation, warranty or covenant contained in Section 9 with respect to a Contract or Buyer defaults upon the first installment payment due under the Contract, Dealer shall, if required and demanded by Lender (i) repurchase such Contract from Lender and (ii) reimburse Lender for any fees and costs suffered by Lender as a result of such breach. To repurchase such Contract, Dealer shall pay to Lender the Repurchase Price. Lender shall provide Dealer notice and demand for a Contract repurchase within thirty (30) days of discovering or having notice of the breach giving rise to such right of repurchase. Such notice and demand shall identify the Contract and alleged breach. In the event that Lender fails to give Dealer notice and demand for repurchase within thirty (30) days of the discovery or notice of such breach, whichever occurs first, Dealer shall not be obligated to repurchase such Contract nor otherwise be liable to Lender or any other third party with regard to such Contract. Lender has no duty to repossess the covered Vehicle or to return such Vehicle to Dealer as a condition to requiring any Contract repurchase. Upon Dealer's payment of the Repurchase Price, Lender shall sell, assign and endorse such Contract to Dealer. Such sale, assignment and endorsement shall be "As Is", without any representation or warranty whatsoever as to condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, concerning the Contract, the Vehicle or Additional Product. Any such assignment shall be without recourse and without warranties of any kind. Lender shall not be bound to exhaust its remedies against any security or any Buyer, co-signer or obligor before being entitled to payment by Dealer.

In the event that a Purchase Program includes a term, condition or other provision for the repurchase of, or regarding other recourse with respect to a Contract, Dealer shall, if required and demanded by Lender (i) comply with such terms, condition or other provision for repurchase or other recourse; and (ii) reimburse Lender for any fees and costs suffered by Finance Company as a result of the triggering of such repurchase or recourse. Dealer shall pay to Lender and act in accordance with the term, condition or other provision set forth in the Purchase Program. Lender shall provide Dealer notice and demand for such repurchase or recourse within thirty (30) days of discovering or having notice of such repurchase or recourse. Such notice and demand shall identify the Contract and the Purchase Program. If Lender fails to give Dealer notice and demand within 30 days of discovery, Dealer shall not be obligated to repurchase or be subject to the recourse. As applicable, Lender has no duty to repossess the covered Vehicle or to return such Vehicle to Dealer to exercise its right to repurchase or recourse under the Purchase Program. In the event a repurchase of the Contract applies, upon Dealer's payment of the required amount, Lender shall sell, assign and endorse such Contract to Dealer. Such sale, assignment and endorsement shall be "As Is", without any representation or warranty whatsoever as to condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, concerning the Contract, the Vehicle or Additional Product. Any such assignment shall be without recourse and without warranties of any kind. Lender shall not be bound to exhaust its remedies against any security or any Buyer, co-signer or obligor before being entitled to relief under the Purchase Program. The provisions, agreements and obligations of this Section 15 shall survive the execution, delivery, expiration or termination of this Agreement.

17. DEALER DEFAULT. Dealer shall be in default under this Agreement (i) in the event the customer does not make the 1st payment and any of the following: ; (ii) any representation or warranty contained in this Agreement or hereafter made pursuant hereto, with the exception of representations and warranties made under Section 9, proves untrue or misleading; (iii) Dealer ceases to do business as a going concern; (iv) Dealer becomes insolvent or makes any assignment for the benefit of creditors, or any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of debtor is commenced by or against it and is not dismissed within thirty (30) days of such filing; (v) Dealer fails to comply with any federal, state or local law, regulation or ordinance relating in any way to the Contracts or the sale of the Vehicles which are the subject of the Contracts; (vi) Any change of twenty-five (25%) or more in the equity ownership of Dealer; or (vii) the occurrence or nonoccurrence of any event, circumstance or situation, which in the reasonable opinion of Lender, impact Dealer's ability to perform or honor any of Dealer's obligations, warranties, covenants or representations under this Agreement. In the event of default, Lender may terminate and/or suspend its own performance under this Agreement in addition to all other rights and remedies Lender has under this Agreement, applicable law or general equity principles.

18. INDEMNIFICATION

a. Indemnification by Dealer: Dealer shall defend, indemnify, and hold Lender, and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns, harmless from and against any and all demands,

claims, losses, liabilities, damages, injuries, fines, penalties, costs, expenses, outside attorneys' fees, court costs and other amounts arising out of or resulting from: (i) Dealer's breach of this Agreement; (ii) the failure of any representation, warranty or covenant of Dealer contained in this Agreement to be accurate; (iii) Dealer's maintenance, use or disclosure of Buyer's or applicant Buyer's information; (iv) evaluation of Buyer or applicant Buyer for financing; (v) Dealer's denial of financing, or other adverse action, relating to a Buyer or applicant Buyer; or (vi) any actions of Dealer in connection with the Credit Applications and Contracts sold by it under this Agreement.

b. Indemnification by Lender: Lender shall defend, indemnify, and hold Dealer, and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns, harmless from and against all, claims, losses, liabilities, damages, injuries, costs, expenses, outside attorneys fees, court costs and other amounts arising out of or resulting from (i) Lender's breach of this Agreement; (ii) the failure of any representation or warranty or covenant of Lender contained in this Agreement to be accurate; (iii) any of Lender's collection practices; (iv) Lender's maintenance, use or disclosure of Buyer's or applicant Buyer's information; (v) Lender's evaluation of Buyer or applicant Buyer for financing; (vi) Lender's denial of financing or other adverse action, relating to a Buyer or applicant Buyer; or (vii) any actions of Lender in connection with the Credit Applications and Contracts received or purchased by it under this Agreement.

19. POWER OF ATTORNEY. Dealer hereby grants Lender a limited power of attorney to do any and all things necessary or appropriate in Dealer's name to carry out the intent of this Agreement, including, but not limited to signing and/or endorsing the name of Dealer to any assignment of a Contract and endorsing Dealer's name on payment checks applicable to Contracts purchased by Lender. This power of attorney shall be irrevocable and shall remain in effect for so long as there are Contracts outstanding that have been purchased pursuant to this Agreement.

20. SETOFF. Dealer agrees that Lender has the ongoing right to deduct from any funds, deposit, account, obligation or any other amounts due Dealer by Lender (or its subsidiaries or affiliates), any and all amounts Dealer owes to Lender (or its subsidiaries or affiliates), including, without limitation, any Repurchase Price, any chargeback amount for failure to promptly and properly record Lender's security interest in the Vehicle, or any other amounts. Each party's rights under this Section 19 are in addition to any other rights and remedies which they may have under this Agreement, applicable law or general equity principles.

21. SURVIVAL. It is understood and agreed that the covenants, agreements, terms, indemnifications, remedies, representations and warranties set forth in Sections 7, 8, 9, 11, 12, 14, 15 and 17 shall survive the execution, delivery, expiration or termination of this Agreement for any reason, the delivery of each Contract and the purchase or repurchase of any Contract and shall continue in full force and effect with respect to each Contract

22. TERMINATION. This Agreement shall become effective upon its execution by Dealer and Lender, shall apply to all Credit Applications submitted to Lender and Contracts purchased by Lender thereafter, and shall continue in effect until terminated (i) by

Lender; or (ii) by Dealer. This Agreement may be terminated at any time by any party upon thirty (30) days prior written notice to the other party, but such termination shall in no way affect the obligations of the parties regarding the Contracts sold prior to actual termination.

23. NOTICE OF CHANGE IN BUSINESS/STATE REGULATORY ACTIONS. Dealer shall give notice to Lender of any material or significant changes in the ownership, structure or business of Dealer, including without limitation, the death of a principal or guarantor, whether a shareholder, general partner or owner, and dissolution or insolvency or bankruptcy, reorganization, merger or consolidation, any sale of assets or stock or conversion to another legal structure or type of business, or cessation of business. Such notice shall be provided in writing thirty (30) days prior to such change. Dealer shall also provide notice to Lender of any department of revenue, department of motor vehicles, motor vehicle dealer licensing board, department of transportation (or the analogous state agency) actions, administrative or criminal charges filed against Dealer or any guarantor, or any claims made against Dealer's bond, within 3 (three) days of such action, claim or charge, or Dealer's knowledge thereof, whichever occurs first.

24. DEALER CREDITWORTHINESS. Dealer understands and agrees that it has continuing obligations and liability to Lender (e.g., repurchase obligations), and that Lender is subject to substantial risk if Dealer is not able to meet its obligations. Accordingly, Dealer authorizes Lender to investigate its creditworthiness and credit capacity as Lender may, in its discretion, deem necessary from time to time.

25. MISCELLANEOUS

a. Independent Contractor Relationship: The relationship between each Dealer and Lender is that of an arm's length seller and purchaser of consumer installment sale contracts, or independent contractor, and shall not be construed as a joint venture, partnership or principal-agent relationship or contractual servicer of consumer installment sale contracts, and there is no intention to create any partnership, joint venture, principal-agency or servicer relationship. This Agreement shall not be construed as authority for either party to act for the other in any agency or any other capacity or to make commitments of any kind for the account of or on behalf of the other, except as expressly set forth in this Agreement, or otherwise agreed to by the parties in writing.

b. Notices: All notices and other communications shall be by electronic mail or in writing. All electronic mail notices shall be promptly confirmed in writing provided, however, that any failure to provide such confirmation shall not invalidate such notice or other communication. All written notices and other communications shall be deemed given (i) three (3) business days after being deposited in the U.S. mail, first class, postage prepaid, (ii) on the same day, if sent by electronic mail or facsimile transmission for which a confirmation is received, (iii) on the same day, if served personally, or (iv) the next day, if sent by overnight delivery by any generally recognized overnight delivery service, and sent to the following addresses, or to any other address as may hereafter be designated in writing by notice pursuant to this Section 24;

If to Lender:

Eddie Green
Lot2You Finance
9111 Jollyville Road
Suite 245
Austin, TX 78759
Email: info@lot2you.com

If to Dealer:

Attn:

Address:

Telephone Number:

Facsimile Number:

Email:

c. Entire Agreement: This Agreement, including any addenda, schedules, or exhibits referenced herein or attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof.

d. Governing Law: This Agreement shall be governed by and interpreted in all respects by the laws of the state of Texas, without regard to any conflicts of law principles or choice of laws.

e. Savings Clause: If any portion or section of this Agreement shall be or become wholly or partially invalid, illegal or otherwise unenforceable, such provision shall be enforced to the extent that it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, except where such enforcement is in manifest violation of the present intention of the parties reflected in this Agreement.

f. Amendment, Assignment and Successors: This Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, may be amended from time to time in writing by mutual agreement of the parties. No party shall be bound by any change, alteration, amendment or modification of any of the provisions hereof unless in writing and signed by an authorized officer of the party against whom it is sought to be enforced. Dealer may not assign this Agreement without the prior written consent of Lender; except, however, Lender may assign this Agreement to an affiliate with written notice to Dealer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

g. Waivers and Cumulative Remedies: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a party to insist upon the strict performance of any term or condition under this Agreement or to exercise any right or remedy available under this Agreement at law or in equity, and no course of dealing between the parties, shall imply or otherwise constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy by any party will preclude any other or further exercise

thereof. All rights with respect to a Contract unless otherwise provided in this Agreement, shall continue until all amounts owed under the Contract have been fully paid. All rights and remedies provided in this Agreement are cumulative and not alternative; and are in addition to all other available remedies at law or in equity.

h. Section Headings: Section headings are included in this Agreement for reference purposes only and do not affect the interpretation of this Agreement.

i. Counterparts and Facsimile Signatures: This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed via facsimile, and such facsimile signatures shall have the same force and effect as original signatures.

26. ARBITRATION. The parties agree that instead of litigation in a court, if any dispute, claim or controversy occurs arising out of, connected with or relating to this Agreement, at the request of a party, the parties shall resolve such dispute by binding arbitration administered and conducted under the then current Commercial Arbitration Rules of the American Arbitration Association and Title 9 of the United States Code. The parties agree that once one party has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all disputes and that by agreeing to this arbitration provision and entering into this Agreement, the parties are waiving their right to a jury trial. The arbitrator shall be an attorney or retired judge. The arbitrator shall apply and be bound by governing state or federal law when making an award. The arbitrator shall award only those damages or other relief permitted by applicable state or federal law. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law. A party may enter judgment on the award in any court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties.

The prevailing party in any arbitration proceeding or judicial action to enforce an arbitration determination or award, shall be entitled to reimbursement from the other party for costs, filing fees, reasonable pretrial, trial and appellate attorney's fees, witness fees, expert fees, and arbitration panel fees. The arbitrator deciding the disputes shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this arbitration provision, this Agreement and applicable law. The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. §1et seq.) shall govern any arbitration under this arbitration provision and Agreement. All arbitration hearings shall take place in Austin, Texas unless the parties mutually agree on a different location to hold any such arbitration hearing. If a party falls to arbitrate as required under this arbitration provision, the party demanding arbitration shall, to the extent allowed by applicable law, be entitled to recover its/their attorneys' fees and costs incurred in compelling the other party to arbitrate the dispute.

27. INDEPENDENT COUNSEL AND INTERPRETATION. Dealer and Lender do hereby acknowledge and agree that they have been or have had the opportunity to be represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addendum, amendment, or exhibits.

IN WITNESS WHEREOF, Lender and Dealer have executed this Agreement with proper authority effective as of the last date written below.

DEALER:

By _____

Name: _____

Title: _____

Date: _____

LENDER:

By _____

Name: _____

Title: _____

Date: _____

IMPORTANT!! Please be sure to attach a voided check for a checking account or a deposit slip for a savings account used for the ACH credit transactions.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

Company Name: _____ Company ID Number: _____

I (we) hereby authorize _____, hereinafter called COMPANYY, to initiate credit entries to my (our) Checking / Savings (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.

Depository Bank Name: _____

Routing Number: _____ Account Number: _____

This authorization is to remain in full force and effect until COMPANYY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANYY and DEPOSITORY a reasonable opportunity to act on it.

Recipient Name(s): _____ Optional ID Number: _____

Date: _____ Signature: _____

NOTE: Retain for at least 2 years after termination of last originated entry.

IMPORTANT!! Please be sure to attach a voided check for a checking account or a deposit slip for a savings account used for the ACH credit transactions.

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