



DEALER AGREEMENT

This Dealer Agreement (“Agreement”) is made and entered into and is effective as of the later of the dates on the signature page of this Agreement (“Effective Date”) and is by and between MUSA AUTO FINANCE, LLC and its affiliates, successors and assigns, located at 14131 Midway Road, Suite 900, Addison, Texas 75001 (“MUSA”) on the one hand and _____ (Legal name & DBA), located at _____, along with any other entity named on Exhibit 2 of this Agreement (“Dealer”), on the other hand.

RECITALS

WHEREAS, Dealer has requested MUSA to establish a program, or multiple programs, for Dealer (collectively or individually, the “Program”) under and pursuant to which MUSA may from time to time offer to purchase (i) Contracts (defined hereinafter) originated by Dealer wherein Vehicles are sold on credit or leased to Customers of Dealer and (ii) the related leased Vehicles, as applicable;

WHEREAS MUSA desires to establish a Program for Dealer’s use and benefit subject to the terms and conditions of this Agreement; and

WHEREAS the Program is subject to change at any time at MUSA’s sole and absolute discretion as further detailed herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Dealer and MUSA hereby acknowledge, the parties hereto agree as follows:

1. **Definitions:** Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms on Exhibit 1 attached hereto and incorporated herein by reference. When the term “Contract” is used herein to refer to a “Lease Contract”, then, as the context requires, the reference shall be to both the Lease Contract and the related Vehicle together.

2. **Term:** The term of this Agreement shall commence on the Effective Date and continue until such time as MUSA notifies Dealer of its desire to terminate this Agreement, at any time, with or without cause, upon written notice thereof to Dealer; provided, however, Dealer’s representations and warranties in

favor of MUSA related to any Contract previously purchased by MUSA, and Dealer’s remarketing, indemnity, guaranty, repurchase, and additional obligations under this Agreement, shall remain in full force and effect notwithstanding MUSA’s election to terminate this Agreement. In the event MUSA terminates the Agreement, the then-current Program will likewise be terminated. Notwithstanding a formal termination of this Agreement as described above, MUSA has the right not to accept applications for Contracts, or any individual Contract, at any time with or without notification to the Dealer.

3. Application and Consummation Procedures:

(a) Dealer agrees to accept written or electronic credit applications for Contracts from prospective Customers on forms approved by MUSA, and if Dealer wishes for MUSA to purchase a Contract hereunder, Dealer shall promptly notify MUSA of the same and furnish to MUSA such information and materials necessary or pertinent related thereto or as may be requested or required by MUSA on a case-by-case basis, including, without limitation, the proposed terms of the applicable Contract, the cash price or agreed upon value of the Vehicle, whichever is applicable, and any and all credit information the Dealer has regarding the Customer. 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 Contract under MUSA’s credit standards, it being understood, acknowledged and agreed that such decisions rest solely with MUSA. Further, Dealer shall have no authority to bind MUSA with respect to any Contract.

(b) Prior to final approval and the payment of the Purchase Price by MUSA, as further detailed herein, MUSA shall have no obligation to purchase any particular Contract or Contracts from Dealer, and shall have sole and absolute and total discretion with respect to which Contracts MUSA may agree to purchase. MUSA shall have the further right at all times and in its sole and absolute discretion: (i) to determine the extent to which, and the terms and conditions under which, MUSA will purchase Contracts from Dealer; (ii) to establish and approve the form and provisions of Contracts; (iii) to determine the types and condition of Vehicles that may be subject to a Contract purchased by MUSA; (iv) to establish minimum equipment or additional materials requirements for such Vehicles; (v) to determine the credit terms of Contracts purchased by MUSA; and (vi) to determine the creditworthiness of each Customer. Nothing under this Agreement or understanding between the

parties whether verbal or in writing, or any conduct or course of dealing, may be construed by Dealer, or anyone else, or by any Customer, or by any court of law or arbitrator, to in any way obligate or commit MUSA to purchase any particular Contract.

(c) If MUSA declines any credit application or declines to purchase any Contract at any time prior to the payment of the Purchase Price, MUSA will endeavor to notify the Dealer of the same, it being agreed that MUSA's failure to respond to Dealer whether it approves or declines any particular Contract within ten (10) business days of receipt of notification of the same shall be automatically deemed a rejection of such Contract. MUSA may then take whatever action regarding such denial as MUSA 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.

(d) If MUSA approves any particular Contract credit application submitted by Dealer for purchase, MUSA will notify Dealer of its approval, and Dealer shall then promptly notify the Customer. Unless otherwise agreed to in writing by MUSA, the applicable Contract must be consummated within thirty (30) days following the date on which MUSA approved the purchase of the particular Contract or MUSA's acceptance of such Contract shall automatically terminate and be deemed null and void.

(e) If MUSA agrees to purchase a Contract from Dealer subject to the conditions contained in section 3(f) of this Agreement, Dealer shall promptly take steps to assign such Contract to the Proper Party as specified in the Call Back. Any such assignment shall include, without limitation, all right, title and interest held by Dealer regarding such Contract, including if it is a purchased Vehicle, such Vehicle, or if it is a leased Vehicle, legal title to such Vehicle as evidenced by the certificate of title to the Vehicle. Dealer shall require the Customer to execute and initial the completed Contract, the original of which Dealer shall then immediately forward to MUSA. Dealer shall not permit or require the Customer to sign more than one original Contract. Prior to payment of the Purchase Price by MUSA, Dealer shall promptly deliver the following documents to MUSA's designee: (i) a copy of the Customer's original Contract credit application dated and signed by the Customer; (ii) the original Customer's Contract and any other documentation associated with such Contract; (iii) upon request by MUSA, on a case by case basis, if the Vehicle is a new Vehicle, a copy of the manufacturer's certificate or statement of origin of the Vehicle and, if a used vehicle, a copy of the Vehicle's certificate of title; (iv) if the Vehicle is a new Vehicle, a copy of the manufacturer's invoice to the Dealer with respect to the Vehicle; (v) a copy of any vendor's

invoice applicable to dealer-installed optional equipment on the Vehicle; (vi) a copy of the application for certificate of title, registration, and licensure of the Vehicle and, upon request by MUSA on a case by case basis, proof that all fees and taxes due and owing have been paid or have been received by the taxing authority, which shall reflect the Proper Party as the record owner of the Vehicle and the Proper Party as lienholder as specified by MUSA in its Call Back; (vii) a copy of any agreement covering maintenance or service to the Vehicle; (viii) evidence that the Customer has the Required Insurance; and (ix) such other information, documents, and materials as MUSA, or its designee, may request from time to time (collectively, the "Funding Documents"). Dealer shall also collect, as may be applicable: the amount of the Lessee's first monthly payment (including applicable lease and use taxes); the security deposit; plus any agreed upon acquisition fee, if any, collected at the time the Contract was signed, or alternatively no later than when the Vehicle was delivered to the Lessee. Moreover, upon request by MUSA at its sole discretion, Dealer shall deliver the following to MUSA's or its designee within fourteen (14) days of the Contract's execution: (i) any Funding Documents not previously provided or required; (ii) a copy of the receipt evidencing the filing of the application for certificate of title, registration, and licensure of the Vehicle along with proof that all fees and taxes due and owing have been paid or have been received by the applicable governmental authority within a jurisdiction; and (iii) such other original information, documents, and materials as MUSA, or its designee, may request from time to time. In the event the dealer receives the original certificate of title after registration of the Vehicle as contemplated herein, and in the Contract, then Dealer shall provide the original of the same to MUSA within three (3) days of receipt.

(f) Notwithstanding anything to the contrary contained herein, MUSA shall only be obligated to purchase a Contract upon satisfaction, in the sole and absolute discretion of MUSA, of each of the following conditions: (i) receipt of such Contract and any other documentation associated with such Contract as required by MUSA including the Funding Documents; (ii) receipt of proof of the satisfaction of Stipulation(s), if any, specified by MUSA, if applicable; (iii) confirmation by MUSA that such Contract is properly completed and executed with no blank spaces included therein; (iv) the Vehicle shall have been delivered to, and accepted without dispute or claim by the Customer; (v) each of the Contract representations, warranties and covenants set forth in Section 5 hereof are true and correct as to such Contract; and (vi) the Dealer is not in default under and pursuant to this Agreement. Without limitation of the foregoing, MUSA will have no obligation to purchase a Contract if, after approval but prior to paying the Purchase Price: (i) a Customer dies; (ii) a Customer files for bankruptcy protection; (iii) the Vehicle is lost, stolen, damaged or impounded by any governmental agency for any reason; (iv) the Customer is in

dispute with Dealer about any aspect of the purchase or lease transaction; or (v) MUSA determines, in its sole discretion, that a change in circumstance has occurred that puts repayment of the Contract at risk or in question.

(g) Except in the case of Dealer's fraud or misrepresentation or otherwise set forth in this Agreement, Contracts shall be sold to MUSA pursuant to this Agreement without recourse to Dealer or any other third party, except as otherwise agreed and except with respect to the representations, warranties, repurchase obligations and other obligations, and agreements of, and indemnification by, Dealer set forth in this Agreement.

(h) Following receipt of the Funding Documents and satisfaction of all other funding conditions detailed herein, MUSA will cause funds representing the Contract Purchase Price, net of amounts due from Dealer or collected by Dealer at Contract signing, to be wired or otherwise deposited into Dealer's designated operating account with Dealer's bank. 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 MUSA. This EFT and NACHA authorization shall remain in full force and effect until such time that either Dealer or MUSA gives written notice to the other as provided in this Agreement.

4. **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, Regulation Z, the federal Consumer Leasing Act, the Equal Credit Opportunity Act, Regulation B, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, any laws or requirements of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), any other laws relating to the Contracts and all rules and regulations promulgated thereunder. Without limitation of the foregoing: (i) 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); and (ii) Dealer's marketing, joint marketing or other promotional activities, whether by written or oral agreement, shall comply with the joint marketing provisions of the Gramm - Leach-Bliley Act and, if applicable, the California Consumer Privacy Act. MUSA shall in no way be responsible for Dealer's compliance under such fair lending laws and regulations, and Dealer shall fully indemnify, defend and hold harmless MUSA from any and all liability to which MUSA may be exposed as a result of Dealer's discriminatory or prohibited acts and practices.

5. **Representations and Warranties of Dealer:** At all times during the term of this Agreement, Dealer hereby represents and warrants to MUSA the following:

(a) Dealer is duly organized, validly existing, qualified 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) Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and its obligations hereunder, and the execution, delivery and performance of this Agreement by Dealer has been duly authorized by all necessary action.

(c) 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 currently holds and shall maintain during the term of this Agreement all permits and licenses necessary under state and federal laws to offer, solicit, and originate Lease Contracts and Retail Contracts.

(d) All business practices, acts and operations of Dealer (including, without limitation, all advertising pertaining to the transaction, the completion of the Contract and other documents and forms used by Dealer, the sale and financing of Vehicles and Additional Products, and the leasing of Vehicles) are in compliance with all applicable federal, state and local laws, regulations, rules and ordinances and Dealer, and each of its principals, are not named by OFAC as a specially designated national or blocked person..

(e) Dealer shall maintain complete and accurate records concerning the following: (i) all Contract credit applications forwarded to MUSA for consideration; (ii) any Contract sold to MUSA, as well as the interest in the covered Vehicle; and (iii) all other transactions affecting the sale and finance or lease of the covered Vehicle and Additional Products. MUSA has the right to review, inspect and copy Dealer's records relating to the Contract credit applications, Contracts, covered Vehicles and Additional Products, and all matters and transactions relating to the sale and finance or lease of the covered Vehicle and Additional Products, upon reasonable notice to Dealer during normal business hours. Dealer shall reasonably cooperate with MUSA during such review and inspection. Prior to offering the Contract for sale to MUSA, each prospective Customer shall be advised by Dealer that MUSA will be requested to purchase the Contract, and Dealer will provide the Customer with the address of MUSA, or its designee, as well as any other documents, applications, or similar documents required in order for MUSA to purchase such Contract.

(f) Dealer has provided to MUSA copies of the Contract credit applications and any credit information received by Dealer with respect to the Contract, and such Contract credit application and credit information are true, complete and accurate. Dealer agrees to perform the due diligence required under the Fair Credit Reporting Act to confirm the identity of such applicant by, among other things, reviewing, verifying, and providing to MUSA a copy of a government issued photo identification, or other similar generally accepted form of identification, of the applicant. Dealer further warrants that the applicant(s) in the credit application submitted to the Dealer and to MUSA will be the only user(s) of the Vehicle, will be the parties who make payments under the Contract, and such applicant(s) are not using their names, credit and employment histories, or insurance record to purchase any Vehicle for a third party.

(g) (i) There is only one Contract in connection with the sale or lease of the Vehicle to the Customer(s) named therein; (ii) the Contract is valid and represents a genuine obligation of the Customer(s) named therein; (iii) Dealer knows of no defenses the Customer(s) might have to avoid payment of the amounts due under the Contract; (iv) Dealer is unaware of any fact that indicates all or any portion of the Contract is uncollectible; (v) the Contract is legitimate, valid and binding in accordance with its terms and complies with all applicable federal, state and local laws, rules, regulations and ordinances; (vi) the Contract fully and accurately states the terms of the transaction between Dealer and Customer; (vii) Dealer has not made any representations, warranties or agreements not contained in the Contract; (viii) each signature on the Contract and on all other documents, either by hand ("wet ink") or electronic ("e-signature") is genuine and witnessed by an employee, notary public or lawful representative of Dealer; (ix) each Customer has, at the time of entering into the Contract, the full legal capacity to do so; (x) no suit or legal action or proceeding has been brought by or against Dealer in connection with the Contract; (xi) the Contract is enforceable by MUSA and its assigns; and (xii) the Contract is not and shall not be as of the time MUSA becomes obligated to pay the Purchase Price for the Contract and Vehicle, if applicable, in default.

(h) Immediately prior to the sale or lease of the Vehicle, (i) Dealer has good and marketable title to the Vehicle, and such Vehicle is free from all liens or encumbrances, except those which will be in favor of MUSA or the Proper Party; (ii) Dealer has the right to make an assignment of the Contract; (iii) such Vehicle, together with any Additional Products, has been delivered to the Customer in good condition and has been accepted by the Customer; and (iv) such Vehicle has been purchased or leased for use by the Customer and not for resale, rental or sublease.

(i) (i) Dealer shall cause an application for title of the Vehicle that is the subject of the Contract to be submitted to the appropriate government agency and submit all fees and taxes due and owing as necessary 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 Customer; and (ii) Dealer shall take all steps necessary under applicable law including filing the application, paying all fees, and submitting other necessary documents to ensure that the Proper Party specified in the Call Back, will have, either (a) a valid and properly perfected first priority security interest in such Vehicle, and that such lien shall be enforceable with respect to a Retail Contract, or (b) valid and legal title to the Vehicle with respect to a Lease Contract with the Proper Party named as lienholder. Without limitation of the foregoing, for each Contract purchased by MUSA, within twenty (20) days after the Contract date or within a lesser time period if required by applicable law, Dealer shall file and record all documents necessary and submit all fees and taxes due and owing, as necessary: (a) with respect to a Retail Contract, to properly perfect the valid and enforceable first priority security interest of the Proper Party in the Vehicle and shall send MUSA all security interest filing receipts, or (b) with respect to a Lease Contract, all documents necessary to place legal title to the Vehicle in the name of the Proper Party and the Proper Party listed as lienholder. With respect to a sale of a Contract, Dealer shall complete the forms and documents required by applicable law to accomplish the foregoing and send MUSA evidence that the Proper Party as owner or security interest holder in the Vehicle, respectively, is noted on the certificate of title or registration, or evidence that the Proper Party otherwise has a properly perfected, valid and enforceable first priority security interest in the Vehicle according to applicable law. It is expressly acknowledged, understood, and agreed that Dealer is ultimately responsible for the lien perfection required hereunder without regard to where the Vehicle will be registered and without regard to whether the Buyer has the ability to perfect the lien himself or herself.

(j) (i) All disclosures and notices required by law to be made to each Customer were complete, accurate and properly and timely made; (ii) all documents required to be delivered at the time of signing the Contract have been delivered; (iii) a completely filled-in, signed and legible copy of the Contract and any required documents related to Additional Products were delivered to the Customer at the time of execution and (iv) where required by applicable law, Dealer has, prior to execution of the Contract, provided Customer with a completely filled-in unexecuted translation of the Contract in the language in which negotiations were conducted.

(k) Dealer has performed all of its obligations under the Contract, and Customer has no offsets or counterclaims against or defenses to the enforcement of the Contract, except

as enforcement may be affected by bankruptcy and similar laws affecting creditors' rights generally.

(l) (i) At the time of Customer's execution of the Contract, the Vehicle that is the subject of the Contract shall be covered by comprehensive and collision insurance protecting MUSA's interest in such Vehicle, and the Proper Party specified in the Call Back shall be named lienholder and loss payee under such insurance coverage, or in a lease transaction, the named additional insured and loss payee; (ii) Dealer shall provide to MUSA a copy of an insurance binder or a declaration page insuring such Vehicle consistent with the Call Back; (iii) the evidence of insurance shall contain a valid address for MUSA, or its designee as specified in the Call Back, and confirm an active comprehensive/collision insurance policy with a deductible not to be greater than one thousand dollars (\$1000.00) or such other amount agreed to by MUSA in its sole discretion; and (iv) liability insurance in such form and amounts as MUSA, through its designee, may require, protecting the interests of, as may be applicable, the lienholder, named insured, and/or 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. In no event shall a Vehicle have insurance with less than the following minimum coverage: (a) if the Vehicle is a passenger car or truck, coverage for fire, theft and comprehensive, or 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 one thousand dollars (\$1000); (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 one thousand dollars (\$1000); (c) liability for bodily injury and property damages in amounts as required by applicable state law and (d) minimum coverage requirements for commercial vehicles in accordance with applicable state law and the Program (collectively, the "Required Insurance"). If such Required Insurance and written evidence is not provided by Dealer to MUSA, Dealer will be responsible for any loss that would have been covered by said insurance.

(m) (i) The Vehicle delivered to the Customer, together with all accessories and options agreed by Dealer to be delivered with the Vehicle, is in good condition, has been accepted by the Customer and is accurately described in such Contract; and (ii) the title to such Vehicle is not branded indicating that (A) it is a salvage vehicle, (B) the odometer has been rolled back, (C) such Vehicle has had significant flood damage, (D) such Vehicle is a gray market vehicle, or (E) such Vehicle has some other condition which has a significant adverse effect on its value.

(n) (i) Unless specifically disclosed in the Contract, any down payment with respect to a Retail Contract or any amount due at lease signing with respect to a Lease Contract was paid in full by the Customer, in cash, check, draft, immediately

available funds, or in trade equity prior to MUSA's purchase of the Contract, and no part of such down payment was loaned by Dealer or other third party; (ii) any check given to Dealer by Customer has been or will be honored by Customer's financial institution upon presentment by Dealer and will not be returned to Dealer for any reason; (iii) it is expressly acknowledged, understood and agreed by Dealer that, in the event Dealer uses any third-party check-guarantee service or similar service in connection with any check given to Dealer by Customer regarding the Contract, such check must be honored by Customer's financial institution prior to funding of the Contract by MUSA; and (iv) any trade-in vehicle listed in the Contract was owned by Customer at the time the Contract was consummated and the Dealer has verified that the amount of any trade equity, or deficit, is accurately listed by the Dealer in the Contract.

(o) . If the down payment or amount due at lease signing is not made or is returned after the Contract has been assigned to MUSA, Dealer shall not repossess the Vehicle. Deferred down payments are only allowed in California on Retail Contracts; they must be disclosed according to California regulations; and they must be due and paid before the first regular scheduled payment.

(p) Dealer shall not sell the Customer any Additional Products in connection with any Contract, unless approved by MUSA in its sole discretion and the amounts charged to the Customer shall not be in excess of the amounts permitted by law. (i) Dealer will inform Customer that the purchase of Additional Products was not required to obtain credit or lease the Vehicle (other than having comprehensive and collision insurance for the Vehicle which the Customer could obtain from its own insurance carrier), and that any insurance, GAP or other product may be obtained from anyone of Customer's choice; (ii) Dealer will perform all obligations, including but not limited to, submitting the required funds and application to the proper provider, for any Additional Products specified in the Contracts; (iii) upon prepayment in full of the Contract, Dealer shall remit to the Customer within the time required by law any unearned premium or charge for any Additional Products; (iv) if MUSA is required by law to refund the unearned premium or charge to the Customer, then within the first 90 days of the Contract date, Dealer shall immediately upon request by MUSA remit such amounts to MUSA; and (v) if an Additional Product is canceled or a refund is otherwise required (except if a full prepayment), Dealer agrees to remit to MUSA any unearned premium or charge immediately upon the earlier of (A) receipt or credit from the insurance or other company, or (B) MUSA's request, which shall be applied as a partial payment on the Contract, to the extent permitted by law.

(q) (i) Dealer shall not accept any payments on the Contract after it is sold to MUSA; however, in the event a payment should be made to, or inadvertently accepted by Dealer, Dealer shall be deemed to have received the payment in

trust for MUSA, and shall immediately remit it to MUSA; and (ii) if a Dealer accepts a return of an Additional Product or it is cancelled, Dealer shall immediately remit to MUSA the amount of the credit for such return or cancellation, for credit to the Contract balance.

(r) (i) The cash price of the Vehicle as shown on the Retail Contract or the agreed upon value of the Vehicle as shown on the Lease Contract is the "cash price" as defined by applicable state and federal law; (ii) the purchase price of the Vehicle shown on the Retail Contract is the price charged by the Dealer for substantially similar vehicles in cash transactions and was not increased because the Vehicle was sold on credit or sold to a member of a protected class as defined under applicable law or because the Retail Contract was to be sold at a discount; and (iii) the agreed upon value of the Vehicle shown on the Lease Contract was not increased because the Vehicle was leased to a member of a protected class as defined under applicable law or because the Lease Contract was sold at a discount.

(s) The entire transaction occurred at the Dealer's place of business or at such other location permitted by all applicable laws and was not a door-to-door sale within the definition of FTC Trade Regulation Rule or any state consumer fraud or home solicitation acts. The Contract was generated from a direct sale or lease to the Customer and was not conducted directly or indirectly through a third party or broker.

(t) (i) Dealer will provide and maintain service on all Vehicles sold by it in accordance with any representations made to the Customer and in accordance with standard practices and policies as established by the manufacturers of such Vehicles; (ii) MUSA is not responsible for any obligations, claims and/or liabilities that Dealer may have to the Customer(s); and (iii) Dealer agrees that it will act in good faith to resolve any Customer disputes concerning any goods and/or services (including Vehicle and Additional Products) provided for in the Contract.

(u) Possession of the Vehicle was not obtained by Customer's use of any fraudulent scheme, trick or device; and sale of the Contract to MUSA was not affected by Dealer's use of any fraudulent scheme, trick or device.

(v) At the time MUSA purchases a Contract, the underlying Customer is not the subject of a pending bankruptcy proceeding.

(w) The amount paid by MUSA for purchase of the Contract is the amount previously agreed to by the parties, and in the event of any overpayment of such amount by MUSA, Dealer shall reimburse MUSA the amount of such overpayment within five (5) business days of the Dealer becoming aware of such overpayment, via notice from MUSA or otherwise.

(x) (i) Each Customer is a bona fide individual or company; (ii) if the Customer is an individual, the Customer is of the age of majority and has the legal capacity to enter into a lease with Dealer, and to enter into a binding contract in the form of the Contract; (iii) if Customer is a company, the company properly exists, and is in good standing under applicable law, and has the capacity and authority to enter into an agreement with Dealer, and to enter into a binding contract in the form of the Contract; and (iv) the Customer does not intend to use the Vehicle primarily for agricultural or business purposes, unless either of those intended uses is disclosed in the credit application and proper approval is received by MUSA and either of those intended uses is then properly disclosed on the Contract.

(y) (i) 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 charged to the Customer whether or not disclosed in the Contract, are correct and Dealer has performed all obligations, including, but not limited to submitting the required funds and applications; (ii) Dealer has made all disclosures required under the Federal Consumer Leasing Act, Federal Reserve Board Regulation M, the federal Truth in Lending Act, Regulation Z, and other state and federal laws and regulations applicable to consumer lease transactions or retail installment sales transactions; (iii) the conduct of Dealer and its employees shall not subject MUSA to suit or administrative proceeding under any state or federal law, rule or regulation; (iv) Dealer does not know of any fact not disclosed to MUSA which indicates that MUSA will not receive all payments as provided under the Contract; (v) at the time MUSA pays the Purchase Price amount of the Contract to Dealer, the Contract is free of all liens and encumbrances in favor of Dealer's creditors, irrespective of whether MUSA then has actual physical possession of the Contract documents; and (vi) the Contract has been properly assigned from Dealer to MUSA. Dealer agrees to obtain appropriate subordination or release agreements in favor of MUSA from any of Dealer's creditors who may have prior perfected security interests affecting Dealer's chattel paper.

(z) Any extended warranty, insurance service contract, or other Additional Product that may have been purchased from or through Dealer, and included in the Contract, is paid for promptly by Dealer and is in full force and effect.

(aa) Dealer will notify MUSA within seven days if a Customer drops off or returns a vehicle to the Dealer that is subject to a Contract purchased by MUSA from Dealer. Dealer will be charged \$20 per day for any day in excess of the seven-day notification period where MUSA is not notified.

(bb) Dealer agrees to be bound by the terms and conditions of the Program, including all Program Guidelines

made a part thereof, that is in effect at the time the Contract is purchased by MUSA.

6. **Notice of Non-Compliance:** Dealer shall immediately notify MUSA electronically of, and then confirm by mail, Dealer's failure to comply with any of Dealer's obligations under this Agreement, and/or if any representation or warranty made hereunder, or under any other agreement between Dealer and MUSA prove at any point in time to be false or incorrect in any material respect. 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 MUSA prove to be false or incorrect in any respect, MUSA shall have the right to insist that Dealer immediately repurchase each affected Contract, all as provided herein.

7. **Contract Repurchase:** In the event that Dealer breaches a representation, warranty or covenant contained in Section 5 with respect to a Contract, Dealer shall, if demanded by MUSA: (i) immediately repurchase such Contract and, if applicable, Vehicle, from MUSA; and (ii) reimburse MUSA for any fees and costs, including reasonable attorneys' fees, suffered by MUSA as a result of such breach. To repurchase such Contract, Dealer shall pay to MUSA the Repurchase Price plus any other amounts due hereunder including any costs or attorney's fees incurred by MUSA. MUSA shall provide Dealer notice and demand for a Contract repurchase identifying the Contract and the breach. MUSA 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, MUSA shall sell, assign and endorse such Contract and any interest it has in the related Vehicle 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. MUSA shall not be bound to exhaust its remedies against any security or any Customer, before being entitled to payment by Dealer.

8. **Program Guidelines and Dealer's Duties upon Return of the Vehicle to Dealer:** Dealer acknowledges that MUSA may establish Program guidelines applicable to MUSA's purchase of the Contracts under this Agreement and applicable to the transfer of leased Vehicles to Customers pursuant to a purchase option in a Lease Contract ("Program Guidelines"). The Program Guidelines may be updated from time to time at MUSA's sole and absolute discretion and any such updates will be (i) communicated to dealer via email using the address that Dealer maintains on file with MUSA; and (ii) available to the Dealer through MUSA's portal. By submitting the Contract to MUSA pursuant to this Agreement, the Dealer agrees to the terms and conditions of the then-current Program Guidelines. The Program

Guidelines will be provided to Dealer by MUSA at any time upon receipt of written request from the Dealer. Dealer agrees to administer the sale and transfer of Leased Vehicles to Customers in accordance with such Program Guidelines. Dealer shall not charge a Customer any fees in connection with such sale and transfer (other than official fees and taxes) or require a Customer to purchase the leased Vehicle for a price greater than the purchase option price set forth in the Customer's Lease Contract.

9. **Subordination Rights:** Dealer recognizes that, following the purchase of a Contract by MUSA, MUSA will become the owner of the Vehicle or obtain a first priority security interest in such Vehicle. Dealer agrees that MUSA's rights and interests in the 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 MUSA or Dealer for any reason. Dealer subordinates and releases in favor of MUSA 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.

10. **Default:** Dealer shall be in default under this Agreement in the event: (i) it fails to pay MUSA any amounts due under this Agreement within ten (10) calendar days of MUSA demanding payment, whether by email, mail or express delivery; (ii) any representation or warranty contained in this Agreement or hereafter made pursuant hereto proves untrue or misleading in any material respect; (iii) Dealer ceases to do business as a going concern; or (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. In the event of Dealer's default, MUSA shall have the right to collect any and all payments that Dealer currently owes MUSA, or in the future may owe MUSA.

11. **INDEMNIFICATION:** DEALER SHALL DEFEND, INDEMNIFY, AND HOLD MUSA, AND ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SERVANTS, SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL, CLAIMS, LOSSES, LIABILITIES, DAMAGES, INJURIES, COSTS, EXPENSES, REASONABLE 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 OR WARRANTY OF DEALER CONTAINED IN THIS AGREEMENT TO BE ACCURATE; (III) DEALER'S MAINTENANCE, USE OR DISCLOSURE OF CUSTOMER'S OR APPLICANT CUSTOMER'S INFORMATION; (IV) THE EVALUATION OF CUSTOMER OR APPLICANT CUSTOMER FOR FINANCING; (V) DEALER'S DENIAL OF FINANCING, OR OTHER ADVERSE ACTION

(AS SUCH TERM IS DEFINED BY THE FAIR CREDIT REPORTING ACT AND/OR EQUAL CREDIT OPPORTUNITY ACT), RELATING TO A CUSTOMER OR APPLICANT CUSTOMER; OR (VI) ANY ACTIONS OF DEALER IN CONNECTION WITH THE CONTRACT APPLICATIONS AND CONTRACTS SOLD BY IT UNDER THIS AGREEMENT. IN THE EVENT THAT A DUTY TO INDEMNIFY ARISES PURSUANT TO THIS AGREEMENT, MUSA SHALL BE ENTITLED TO SELECT AND RETAIN COUNSEL OF ITS OWN CHOOSING, AT DEALER'S EXPENSE AND SEPARATE FROM THE COUNSEL CHOSEN BY DEALER, IN ORDER TO DEFEND MUSA AND PROTECT MUSA'S INTEREST.

12. **Privacy and Confidentiality Obligations:**

(a) Dealer shall send any required adverse action notices, risk-based pricing or credit score disclosure exception notices, and any other notices to the applicant Customer 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 Contract credit application.

(b) Dealer and MUSA represent and warrant that each maintains, and will continue to maintain, appropriate information security programs and measures designed to ensure the security and confidentiality of non-public personal information ("NPI") (as defined in the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 *et seq.*). Such information security programs and measures shall include appropriate procedures designed to (a) protect against anticipated threats or hazards to the security of NPI; (b) protect the security of NPI; and (c) protect against unauthorized use of or access to NPI. Dealer and MUSA further agree that, except as may be required or allowed by law, they will not disclose NPI to any third party and will not use NPI other than to carry out the purposes for which it was disclosed to that party, unless another use is expressly permitted by a written agreement executed by the other party, or required by law or legal process. Each party shall have access, upon reasonable notice and during normal business hours, to review any internal or external audits and records of the other party as may be reasonably necessary to assess compliance with this section. Each party shall promptly notify the other party if it receives any complaint or notice concerning a violation of privacy rights or becomes aware of a breach of Customer data security.

(c) Dealer acknowledges and agrees that MUSA has developed and acquired certain confidential, proprietary information and trade secrets regarding its business, including, but not limited to, the terms of this Agreement, its products, fee structures, customer data, marketing plans and strategies, business development plans and strategies, pricing policies and practices, financial information, computer software, programs, systems and databases, copyrights, concepts and ideas, patents, patent applications, know-how, processes and methods, and other design, financial and operations information (collectively

"Confidential Information"), all of which are valuable to MUSA. Dealer acknowledges and agrees that it has been or will be given access to Confidential Information and that unauthorized disclosure of Confidential Information will damage or destroy its value and significantly harm MUSA, and that this section is necessary to protect the value of Confidential Information.

(d) Dealer agrees that it will keep Confidential Information confidential at all times during the term of this Agreement. Dealer further agrees that it will not directly or indirectly copy, use or disclose any Confidential Information except in the course of performing its duties under this Agreement. Dealer also agrees to promptly notify MUSA in the event that it discovers unauthorized use or disclosure of Confidential Information. Dealer assumes responsibility that its employees will similarly preserve Confidential Information and agrees to limit access to Confidential Information to only those employees who have a bona fide need to use or know Confidential Information. Dealer agrees that upon termination of this Agreement, Dealer will discontinue all use of Confidential Information and, at its own cost, promptly return or destroy, as directed by MUSA, all Confidential Information and any information derived therefrom. Dealer's Confidentiality obligations under this section shall survive termination of this Agreement. Dealer further agrees that its obligations contained in this section shall apply to Confidential Information or trade secrets of any third party with which MUSA has agreed to keep secret, and which Dealer has actual or constructive notice of such agreement. The parties recognize that money damages would not be an adequate remedy to MUSA for a breach of this section and agree that in the event of a breach, MUSA is entitled to seek additional judicial relief, including, but not limited to, restraining orders, injunctions and an accounting.

13. **Contract Modifications:** Dealer understands and agrees that MUSA may extend or otherwise change the due dates of installment payments or lease payments due or to become due under any Contract, amend any Contract by agreement with the Customer, whether or not Dealer is consulted with regard to the same. Dealer also agrees that MUSA may advance funds for the purchase of insurance, to pay any taxes, fees, or liens, or otherwise to preserve a Vehicle and MUSA's interest therein, without notice to or consent of Dealer and without affecting Dealer's obligation to MUSA. Dealer liability under this Agreement shall not be affected by any contract modifications, forbearance or variation in terms which MUSA may grant in connection with any Contract or by the discharge or release of the obligations of Customer or any other persons thereunder by operation of law or otherwise.

14. **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 MUSA 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 MUSA, and MUSA to Dealer, shall be that of independent contractors. Dealer is not granted any express or implied right to represent or bind MUSA in any manner. To the extent necessary and appropriate, Dealer agrees to explain to each Customer that Dealer is not MUSA's agent or representative and that Dealer has no right to bind, obligate or commit MUSA, or its designee, in any way.

15. **Power of Attorney:**

(a) Dealer irrevocably appoints MUSA 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: (i) to sign Dealer's name on any motor vehicle bill of sale, manufacturer's certificate or statement of origin of the Vehicle, certificate of title or registration, or application or form submitted to a public agency, and/or on any other document necessary to perfect the Proper Party's ownership, security and other rights and interests in and with respect to the Vehicles and Contracts purchased from Dealer; (ii) to demand, collect or receive, sue and recover all sums of money which may now and in the future become due, owing and payable with respect to each purchased Contract; (iii) to sign Dealer's name on any check, draft or other instrument received in payment or as proceeds under any purchased Contract; (iv) 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; (v) 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; and (vi) to contact Customers and other parties to confirm balances owed under Contracts, and to verify such other information as MUSA may request or require. MUSA may take any and all of the above actions as MUSA may deem to be necessary and proper within MUSA's sole and exclusive discretion, without any obligation to do so. This power of attorney is irrevocable and shall remain in full force and effect until renounced by MUSA in writing.

(b) With respect to Lease Contracts only, MUSA appoints Dealer as its true and lawful attorney-in-fact for the specific and limited purpose of (i) entering into any motor vehicle bill of sale on behalf of the Proper Party, as an affiliate or subsidiary of MUSA (as purchaser), (ii) completing, executing and submitting any related application for certificate of title or registration and (iii) completing, executing and submitting other applications or forms to any public agency, and/or on any other document necessary to place legal title to the Vehicle in the name of the Proper Party, as an affiliate or subsidiary of MUSA, and reflect the Proper Party specified in the Call Back as lienholder, in all cases, with respect to the Vehicles purchased

from Dealer pertaining to the associated Lease Contracts. This specific and limited power of attorney is revocable by MUSA and shall remain in full force and effect until renounced by MUSA in writing or until this Agreement has been terminated.

16. **Right to Offset:** Dealer agrees that, with notice of demand, MUSA has the ongoing right to deduct from any funds, deposit, account, obligation or any other amounts due Dealer by MUSA, any and all amounts Dealer owes to MUSA, including, without limitation, any Repurchase Price, any chargeback amount, or other amounts.

17. **Notice of Dealership Changes:** Dealer shall give notice to MUSA 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 (to the extent reasonably possible, but no later than three (3) days after such change). Dealer shall also provide notice to MUSA of any department of motor vehicle/department of transportation (or the analogous state agency) actions, administrative or criminal charges filed against the Dealer or any guarantor, or any claims made against the Dealer's bond, within three (3) days of such action, claim or charge, or Dealer's knowledge thereof, whichever occurs first.

18. **Related Entities:** This Agreement shall be in full force and effect and binding upon all the related entities of Dealers listed on Exhibit 2 attached hereto as though each executed a stand-alone agreement; provided, the liability of each related entity shall be joint and several with respect to the obligations of each of the entities.

19. **Miscellaneous:**

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

(b) This Agreement, together with any addenda, schedules, exhibits, Programs or Program Guidelines, or other documents attached hereto, may be amended from time to time by MUSA. MUSA will notify Dealer of any amendments or modifications in accordance with the notice provisions of this Agreement. Dealer's submission of a Contract application after the effective date of an amendment or modification constitutes Dealer's acknowledgement and acceptance of the amendment or modification. This Agreement may be assigned by MUSA in its sole discretion. This Agreement may not be assigned by Dealer except with the written consent of MUSA.

(c) Dealer is, and shall be considered, an independent contractor of MUSA. Nothing in this Agreement or in the activities contemplated hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Dealer is not granted any express or implied right to bind MUSA in any manner. This Agreement shall not be construed as authority for Dealer to act on behalf of MUSA in any agency or any other capacity or to make commitments of any kind for the account of or on behalf of MUSA, except as expressly set forth in this Agreement, or otherwise agreed to by the parties in writing.

(d) 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.

(e) If any provision of this Agreement shall be or become wholly or partially invalid, illegal or 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) 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 that requires or permits the application of laws of a state other than Texas. The venue for any action brought hereunder shall be in the state or federal courts located in Dallas County, Texas. Notwithstanding the foregoing, in the event any state's laws require MUSA to first obtain a judgment against Dealer in such state before MUSA may recover against Dealer's bond and MUSA elects to proceed to obtain such judgment and recover against such bond, MUSA may, in such limited circumstance only, bring an action or proceeding arising out of this Agreement, or the parties' obligations under this Agreement, in such state.

(g) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DEALER HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE RETAIL OR LEASE CONTRACT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF MUSA IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

(h) MUSA 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 in connection with this Agreement, other than as a direct result of MUSA's gross negligence or willful misconduct.

(i) Whenever MUSA'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 MUSA and MUSA's decision shall be final and conclusive.

(j) Dealer shall, upon receipt of notice (a "Nominee Notice") from MUSA, transfer and assign any Contract purchased hereunder directly to any nominee or designee of MUSA, 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 Contracts and 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: (i) using new forms of the Contracts required by MUSA; (ii) assigning all indicated Contracts to the nominee or designee; and (iii) titling all Vehicles in the name of the nominee or designee and naming the applicable lienholder on such title. 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 MUSA under this Agreement as to the covered Contracts and Vehicles, as if an express assignment of MUSA's rights and remedies under this Agreement had occurred. A Call Back, as such term is otherwise used herein, shall qualify as a Nominee Notice with respect to the specific Contract to which it relates.

(k) Each Lease Contract and related Vehicle purchased by the Proper Party pursuant to the terms of this Agreement will be purchased by the Proper Party specified in the Call Back as owner (the "Origination Trust"), unless Dealer is otherwise notified by MUSA pursuant to a Nominee Notice directing sale to another entity. MUSA Auto Finance, LLC is not taking title to any Lease Contract or Vehicle and is acting

hereunder solely in its capacity as administrator of the Origination Trust.

(l) All tax benefits associated with or derived from the Vehicles subject to Contracts shall accrue to and be retained by MUSA.

(m) This Agreement is intended for the sole and exclusive benefit of MUSA and Dealer. No other persons or entities 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.

(n) Except as otherwise provided herein with respect to the Program Guidelines, all notices and other communications shall be given to the other Party in writing to the applicable address set forth in this Agreement, or to such other addresses as the Parties may substitute by written notice in the manner prescribed in this Section as follows: by i) first class, registered or certified United States mail, return receipt requested and postage prepaid; ii) overnight express courier; iii) facsimile; iv) email; or v) hand delivery. Notices and written communications shall be deemed given either three (3) business days after the date of mailing, as described above, one (1) business day after being received during business hours by an express courier, or on the date of email, facsimile or hand delivery. Unless otherwise indicated in accordance with this Section, MUSA's address for notice purposes shall be 14131 Midway Road, Suite 900, Dallas, Texas 75001.

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 MUSA NOR ANYONE CONNECTED WITH MUSA 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 MUSA HAVE EXECUTED THIS AGREEMENT EFFECTIVE AS OF THE EFFECTIVE DATE.

MUSA AUTO FINANCE, LLC

By: _____
Name: _____
Title: _____
Date: _____

DEALER

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1

"Additional Product" means, with respect to each Contract, each product and service sold in connection with the sale or lease of a Vehicle, including theft deterrent products, audio or video products, GPS systems, electronic equipment, surface protection sealant products, extended warranties (otherwise known as, mechanical repair, service or repair contracts), GAP, property insurance, credit insurance, debt protection or any other insurance products.

"Buyer" means any person, including any co-Buyer, that enters into a Retail Contract with Dealer.

"Call Back" means the conditional approval notice sent to Dealer in response to the receipt of a Contract credit application which contains, among other things, the parameters upon which a Contract may be accepted by MUSA as well as the information necessary for Dealer to properly title (including owner and lienholder) and insure the Vehicle with the Proper Party(ies) in accordance with the terms of this Agreement.

"Contract" means a Lease Contract or a Retail Contract.

"Customer" means either a Buyer or Lessee.

"Lease Contract" means any lease contract or agreement or other document providing for the payment by Lessee to Dealer of monies in connection with the leasing of a Vehicle, together with any Additional Products.

"Lessee" means any person or business party, including any co-lessee, that enters into a Lease Contract with Dealer.

"Nonpublic Personal Information" shall have the same meaning ascribed to this term under the Gramm-Leach-Bliley Act Privacy Regulations.

"Proper Party" means the person specified in the Call Back as the lienholder or owner of the Vehicle for purposes of Dealer completing the Contract and other related paperwork for registering the Vehicle, respectively, as required by this Agreement and as the context may require and the party to be named as additional insured and loss payee for purposes of providing the Required Insurance.

"Purchase Price" means, with respect to a Contract, the aggregate amount to be paid by MUSA for such Contract as agreed upon by MUSA and Dealer.

"Repurchase Price" means, with respect to any Contract at any time, the then-remaining unpaid amounts owing with respect to any such Retail Contract, including, without limitation, all unpaid principal, all accrued and unpaid interest and all other amounts

due and payable under or pursuant to such Retail Contract, or with respect to any such Lease Contract, the then-remaining unpaid monthly payments then due with respect to such Lease Contract, the residual value of any Vehicle as specified in the Lease Contract, and any other amounts due thereunder that holder of the Contract would have been entitled to receive had the contract been fully-performed in accordance with its terms. This amount may also include any dealer participation fees, incentives, and other fees, deductions, or other charges that may be due pursuant to the Program to which the Contract relates.

"Required Insurance" means insurance requirements as defined in section 5(l).

"Retail Contract" means a retail installment sale contract, motor vehicle installment sales 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 Buyer of a Vehicle owned by Dealer, together with any Additional Products.

"Stipulations" means condition(s) and/or requirement(s) with respect to any particular Contract Dealer desires to sell to MUSA, as shall be determined in the sole discretion of MUSA, which must be fulfilled before MUSA will purchase the related Contract from Dealer. Such conditions or requirements may include, for example but without limitation, requiring a copy of the Customer's insurance card, proof of residency, or a copy of the Customer's pay stubs.

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

EXHIBIT 2

“This Dealer Agreement has been entered into between MUSA
AUTO FINANCE, LLC and _____.
The following entities are owned in the majority by
_____ and are subject to this Dealer Agreement.”

Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____
Legal Name _____ DBA _____ Address _____ City, State, Zip _____	Legal Name _____ DBA _____ Address _____ City, State, Zip _____