

Dealership Name: _____

The following checklist is to ensure that you fill out and send back the correct paperwork to Global Lending Services. If you have any questions, please call call your local area sales manager or your regional sales director - see below

- Dealer Checklist/Profile Sheet
- GLS Dealer Agreement
- ACH Form
- Copy of a Voided Check
- Copy of Current Franchise Dealer License
- Agreement for entitlement to refund, deduction or credit

(If multiple locations, please attach a separate sheet, listing store information – include individual checklist/profile sheets, an ach form, a voided check and a copy of the dealer license for each)

Dealer Profile Information

COMPANY INFORMATION:

Company: _____ DBA: _____

Federal Tax ID Number: _____

Physical Street Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Dealer Track Number: _____ Route One Number: _____

CONTACT INFORMATION FOR DEALERSHIP:

Primary Contact for Dealership, Rehash & Follow-up: _____

Email: _____ Direct/Mobile Phone: _____

Secondary Contact for Dealership, Rehash & Follow-up: _____

Email: _____ Direct/Mobile Phone: _____

Authorized Signature: _____ Title: _____

A SIGNED DEALER AGREEMENT & VALID ACH INFORMATION IS REQUIRED PRIOR TO FUNDING**Please forward completed package to YOUR REGIONAL SALES DIRECTOR****Donney Mann** - donneymann@glslc.com - Southeast: AL, FL, GA, LA, MS**Jan Koester** - jankoester@glslc.com - West: CA, ID, NV, OR, WA**Jason Oswald** - jasonoswald@glslc.com - Mid-Atlantic: KY, NC, SC, TN, VA, WV**John Haughn** - jhaughn@glslc.com - Great Lakes: IL, IN, MI, OH**Joe Peterson** - jpeterson@glslc.com - Northeast: CT, DE, MA, MD, ME, NJ, NH, PA, RI, VT**Wayne Plunkett** - wplunkett@glslc.com - Southwest: AR, AZ, NM, OK, TX**Doug Byrne** - dbyrne@glslc.com - Midwest: CO, IA, KS, MN, MO, MT, ND, NE, SD, UT, WI, WY



<u>Dealer Name / Corporate Address</u>	<u>Dealer Physical Address (if different)</u>	<u>Lienholder Address</u>	<u>Notice Address</u>
		Global Lending Services LLC P.O. Box 970 Wilmington, OH 45177	Global Lending Services LLC 1200 Brookfield Blvd., Suite 300 Greenville, SC 29607

From time to time, Dealer will assign to Global Lending Services LLC ("GLS") all of Dealer's rights, title and interest in (1) retail installment sales contracts between Dealer and buyers (hereinafter the "Contract"), and (2) all interests in the vehicle purchased under the Contract (hereinafter, "Vehicle"). GLS will take assignment of Contracts, in its sole discretion, that conform to its program requirements in place from time to time.

In connection with assignment of each and every Contract, Dealer represents and warrants to GLS:

1. Dealer shall deliver the Contract to GLS, along with any related documents requested by GLS, including but not limited to the buyer(s) credit application and an application for certificate of title reflecting the lienholder name and address above.
2. The Contract and credit application forms comply with applicable state and federal law and contain customary provisions, terms and conditions.
3. The Contract is accurately completed and properly executed by Dealer and buyer(s), the Contract is valid and represents a legitimate and enforceable obligation in accordance with its terms, and fully and accurately states the terms of the transaction between Dealer and buyer(s), and the Vehicle and all options therein are accurately described in the Contract.
4. The credit application and any credit information furnished by Dealer on behalf of buyer(s) are true, complete and accurate.
5. Unless specifically disclosed on the Contract, the down payment with respect to the Contract was paid in full by the buyer(s), in cash, check, draft, immediately available funds, or in trade equity prior to GLS's purchase of the Contract, and no part of such down payment was loaned by Dealer.
6. The Vehicle shall have been delivered to and accepted without dispute or claim by the buyer(s).
7. The Vehicle is covered by comprehensive and collision insurance reflecting GLS as lienholder and loss payee.
8. Dealer has 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 GLS.
9. The title to the Vehicle is not branded indicating that it is a salvage vehicle, that the odometer has been rolled back, that the Vehicle has had flood damage, that the Vehicle is a gray market vehicle, or that the Vehicle has some other condition which has a significant adverse effect on the value of the Vehicle.
10. Dealer shall cause an application for title of the Vehicle to be submitted to the appropriate government agency no later than 20 days after the Contract is executed by the buyer(s) and, in any event, no later than the time necessary to prevent the avoidance of GLS's lien in a bankruptcy proceeding of the applicable buyer(s), and Dealer shall take all steps necessary under applicable law to ensure that GLS will have a valid and properly perfected first priority security interest in the Vehicle, and that such lien shall be enforceable.
11. Dealer has performed all of its obligations under the Contract, and buyer(s) has no offsets or counterclaims against or defenses to the enforcement of the Contract.
12. Dealer is duly organized, qualified and authorized to transact business in the applicable state, and execute, deliver, and perform the Contract and this Agreement, and this Agreement is enforceable against Dealer in accordance with its terms.
13. All business practices, acts and operations of Dealer are in compliance with all applicable federal, state and local laws, regulations and ordinances including maintaining the confidentiality of buyer(s) personally identifiable information and equal credit opportunities.
14. Any payments received by Dealer on the Contract after it is assigned to GLS shall be deemed to be held in trust for GLS, and shall immediately be remitted to GLS and if Dealer receives funds for the cancellation of an ancillary product, Dealer shall immediately remit such amounts (including the pro-rata portion of such product purchase price retained by Dealer) to GLS for credit to the Contract balance.

In the event Dealer breaches any representation or warranty made herein and in connection with the assignment of any Contract, and the breach is not cured within ten (10) days after written notice to Dealer, Dealer shall, upon demand:

1. Repurchase the Contract from GLS at the repurchase price equal to what then would be buyer(s) liability under the Contract, at which time GLS's sole obligation shall be to re-assign the Contract "As Is" "Where Is", without warranty or recourse as to the Contract or Vehicle.
2. Reimburse and indemnify GLS for any losses, fees and costs suffered by GLS as a result of such breach or any actions of the Dealer in connection with the credit application or Contract.

GLS shall pay to Dealer the purchase price for the Contract by ACH. Dealer shall provide (a) a voided check, or (b) bank letter to verify the ACH information, or (c) Bank Name, Routing Number and Bank Account Number on Dealer's letterhead.

Dealer hereby grants GLS 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 and each assignment of Contracts hereunder, including, but not limited to, endorsing Dealer's name on payment checks applicable to the Contract. This power of attorney shall be irrevocable and shall remain in effect for so long as the Contract is outstanding.

GLS may deduct from any obligation or funds due Dealer any amount Dealer owes GLS. Dealer agrees to cooperate with GLS and its regulators for all requests for information and documentation. Dealer will maintain complete and accurate records relating to each Contract. Both parties agree that all disputes and matters arising hereunder will be governed by the laws of and be subject to the jurisdiction of South Carolina. Dealer agrees to not participate in any class action or class arbitration involving GLS.

No term of this Agreement will be deemed waived or modified unless such waiver is in writing signed by the Parties. Any delay, waiver or omission by either Party to exercise any right or power arising from breach or default of this Agreement by the other Party shall not be construed to be a waiver by that Party of any subsequent breach or default.

GLS may assign the Contract, its interests in the Vehicle and its rights under this Agreement, in which case all references to GLS shall include its assignees. No terms or provisions will be deemed waived or modified.

The agreements, terms, indemnifications, remedies, representations and warranties set forth in this Agreement shall survive the execution, delivery, or termination of this Agreement, the delivery of the Contract, and the repurchase of the Contract and shall continue in full force and effect with respect to each Contract.

[Dealer]
By: _____
Name: _____
Title: _____
Dated: _____

Global Lending Services LLC
By: _____
Name: _____
Title: _____
Dated: _____



AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH)

DEALER INFORMATION:

Dealer Name	DBA		
Contact Name			
Phone Number	Funding Notify Fax Number		
Street Address	City	State	Zip

BANK INFORMATION:

Financial Institution	Phone Number	
City	State	Zip

Transit Account Number		:														:		
Checking Account Number																		

**** YOU MUST ATTACH A VOIDED CHECK WHICH CONTAINS ACCOUNT & ROUTING INFORMATION ****

I hereby authorize Global Lending Services to initiate credit entries (and/or debit entries when necessary for corrections, unwinds, or reversals) electronically, by paper means or by any other commercially acceptable method to the account listed and the financial institution named above.

This authority is to remain in full force and effect until Global Lending Services has received written notification from us of its termination in such time and such manner as to afford Global Lending Services LLC and Financial Institution a reasonable time to act upon it.

PLEASE NOTE ** Should the routing number listed on this form conflict with the routing number listed on the voided check, the routing number from the voided check will prevail and will be used.

AUTHORIZING OFFICER AT THE DEALERSHIP:

(Print or type)

First	M.I.	Last
Title		
Signature		



AGREEMENT FOR ENTITLEMENT TO REFUND, DEDUCTION OR CREDIT PURSUANT TO CAL. REV. & TAX CD. § 6055 AND 18 CCR 1642

This Agreement for Entitlement to Refund, Deduction or Credit pursuant to Cal. Rev. & Tax Cd. § 6055 and 18 CCR 1642 (the "Agreement") is entered into by and between _____ (the "Retailer") and its successors and Global Lending Services LLC ("GLS" or the "Lender") on behalf of itself, its subsidiaries, affiliates and assignees.

1. **Definitions:** The following terms are defined as follows:
 - a. **"Retailer"** means _____ (Dealer's legal name), located at _____ (Dealer's physical and mailing address), and all of its subsidiaries, affiliates and assignees. The Retailer's California Certificate of Registration-Retailer account number is _____.
 - b. **"Lender"** means **GLOBAL LENDING SERVICES LLC**, located at 1200 Brookfield Blvd., Suite 300, Greenville, SC 29607. The Lender's account number is _____.
 - c. **"Accounts"** means any and all accounts and contracts, currently existing or created in the future, between the Retailer and its retail customers with respect to the purchase of tangible personal property which is subject to California sales tax, which accounts are, have been or will assigned directly from Retailer to Lender.
2. **Assignment of Retailer's Rights and Interests in Accounts.** The Retailer and the Lender agree that all of the rights and interests of the Retailer in any and all Accounts including the right to claim sales tax refunds, deductions or credits, are irrevocably assigned, transferred and relinquished to the Lender.
3. **Entitlement to Tax Refund or Deduction on Accounts.** The Retailer and the Lender agree that the Lender is the party entitled to claim any potential sales tax refunds or deductions as a result of bad debt losses charged off by the Lender on any and all Accounts. The Retailer agrees that it has not and will not claim a deduction or refund with respect to any Accounts currently existing or created in the future and hereby relinquishes to the Lender all rights to claim such deductions or refunds.
4. **Election Pursuant to Cal. Rev. & Tax Cd. § 6055(b)(4).** The Retailer and the Lender hereby make an irrevocable election pursuant to Cal. Rev. & Tax Cd. § 6055(b)(4) that designates the Lender (and not the Retailer) to claim the deduction or refund provided under Cal. Rev. & Tax Cd. § 6055(b) with respect to any Accounts found worthless and charged off for income tax purposes. The effective date of this election is the date in which the Retailer commences doing business with the Lender.
5. **Payment of Sales Tax.** The Retailer represents and warrants that it has reported the state and local sales tax on the sale of the property with respect to the Accounts, and that it will report the state and local sales tax on the sale of the property with respect to future Accounts.
6. **Confidentiality.** The Retailer and the Lender acknowledge that the California Board of Equalization may disclose relevant confidential information to all parties involved in order to evaluate, support and confirm the deductions or refunds claimed pursuant to Cal. Rev. & Tax Cd. § 6055(b).
7. **Documentation.** The Retailer and the Lender agree to furnish any and all documentation required or requested by the Lender or the California Board of Equalization that is necessary to support the claim for refund or deduction filed by the Lender.
8. **Term and Authorization.** This election may not be amended or revoked unless a new election, signed by both the Retailer and the Lender is filed with the California Board of Equalization.
9. **Filing of Election.** The Lender and the Retailer agree that the Lender shall file this Agreement as an election with the California Board of Equalization pursuant to Cal. Rev. & Tax Cd. § 6055.

RETAILER

Name:

Signature:

Title:

Date:

Retailer Name:

Retailer Address:

GLOBAL LENDING SERVICES LLC

Name:

Signature:

Title:

Date:

Global Lending Services LLC

1200 Brookfield Blvd., Suite 300

Greenville, SC 29607