

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 your 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

(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: _____



Dealer Funding Checklist

Applicant/Co-Applicant Name: _____

Approval Number: _____

The following documents are required for contract funding:

- Approval Sheet from Global Lending Services.
- Original simple interest Retail Installment Contract assigned to Global Lending Services.
- Book Out Sheet for the specific VIN contracted (used) or Dealer Invoice (new).
- Buyers Order/ Bill of Sale.
- Credit Application signed by customer(s).
- Photocopy of valid Driver’s License (for all signers).
- Proof of Income (must be within 30 days of contract date):
 - W-2 Employees: most recent paystub dated within 30 days of contract date
 - SSI / Disability / Pension: valid award letter supported by last 3 months bank statements
 - Child Support / Alimony: state agency or court order with expected payments covering term of loan and supported by last 3 months bank statements
- Proof of Residency (must be within 30 days of contract date):
 - **Any ONE** of the following:
 - Electric Bill, Gas Bill, Water Bill, Cable Bill, Internet Bill, or Garbage Bill, tying a service to the customer’s physical street address.
 - OR
 - **Any TWO** of the following:
 - Bank statement, cell phone bill (NO pre-paid), credit card statement, driver’s license, or paystub verifying customer’s physical street address.
- Title/ Lien Perfection Requirements:
 - Completed and Signed Title Application listing Global Lending Services as Lienholder, **and**
 - Separate Odometer statement (if an odometer field is not present on the Title Application).
- Agreement to Provide Insurance form signed by the applicant(s) **and** a copy of a Valid Insurance Card.
- Personal References with complete name, phone number, and relationship. **Minimum of 3 required.**
- Copies of all purchased Ancillary Product Certificates (GAP and Warranty). **Warranty must be a minimum of 24 months/ 24,000 miles.**
- Additional steps as listed on approval.

**If these documents are not included with the contract package, or received within 5 days of the package receipt, this contract will be returned to the dealer. **

<p><u>Lienholder Address:</u> Global Lending Services P.O. Box 970 Wilmington, OH 45177</p>
<p><u>FedEx Funding Address:</u> Global Lending Services 4054 Willow Lake Blvd, Suite 2089 Memphis, TN 38153</p>

<p><u>Insurance Binders:</u> Global Lending Services PO BOX 10856 Greenville, SC 29603</p>
<p><u>UPS or USPS Funding Address:</u> Global Lending Services 3268 Progress Way, Suite 2089 Wilmington, OH 45177</p>

Funding Fax Line: 866-467-9185

Funding Phone: 877-538-2071

FAIR LENDING PLAN**INTRODUCTION**

Global Lending Services LLC (“GLS”) is committed to providing finance services to applicants and borrowers on an equal basis. It is GLS’s policy to treat all of its applicants and borrowers consistently and in compliance with fair lending laws, throughout the process, from application to satisfaction, including collection and repossession, as applicable. GLS’s employees offer assistance and services in a fair and consistent manner during the performance of their jobs to all potential applicants and borrowers without regard to race, color, creed or religion, national origin, sex, marital status, sexual orientation, military status, disability, familial status, age (provided the applicant has legal capacity to enter into a binding contact), receipt of public assistance, or the exercise of legal rights under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.). GLS is committed to informing its employees of, and implementing policies that ensure compliance with all fair lending laws, including New York Executive Law § 296-a.

FAIR LENDING OVERVIEW

The legal aspects of fair lending are contained in several federal and state laws. The purpose of these laws is to ensure that fair and equal treatment is provided to individuals seeking sales financing.

The federal Equal Credit Opportunity Act (“ECOA”) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter into a binding contract); the applicant’s receipt of income through a public assistance program; and the good faith exercise of the applicant through the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.).

Various state laws also govern fair lending, including New York Executive Law § 296-a, which makes it an unlawful discriminatory practice for any creditor to discriminate on the basis of race, creed, color, national origin, age, sex, marital status, disability, familial status, sexual orientation or military status; to discriminate on a prohibited basis in the granting, withholding, extending or renewing, or fixing the rates, terms or conditions of any form of credit; to use any form of application for credit or use or make any record or inquiry which expresses, directly or indirectly, any limitation, specification, or discrimination as to a prohibited basis; to make any inquiry of an applicant concerning his or her capacity to reproduce, or his or her use or advocacy of any form of birth control or family planning; to refuse to consider sources of an applicant’s income or to subject an applicant’s income to discounting, in whole or in part, because of a prohibited basis or childbearing potential; or to discriminate against a married person because such person neither uses nor is known by the surname of his or her spouse.

STRUCTURAL ORGANIZATION

GLS’s commitment to fair lending is reflected in its belief in the shared responsibility for compliance with fair lending laws at every level of the organization.



FAIR LENDING PLAN

GLS's senior management is responsible for approving, adopting and implementing the Fair Lending Plan, as well as ensuring that GLS's business practices comply with the Fair Lending Plan in the following ways: (i) communicating GLS's fair lending policies to the applicable business unit management; (ii) allocating, on an ongoing basis, sufficient resources to ensure successful implementation of this Plan; (iii) obtaining input and guidance from the Legal Department and the Compliance Department on significant business decisions that have potential fair lending impact; and (iv) monitoring results and recommending corrective action where necessary.

The Compliance Department assists management with the implementation of the policies outlined in this Plan in the following ways: (i) monitoring implementation of and adherence to the fair lending policies and procedures; (ii) reviewing and addressing fair lending complaints; (iii) monitoring, as appropriate, GLS's application and underwriting process as well as its pricing policies; (iv) reviewing, on a regular basis, the Fair Lending Plan to determine that it still accurately reflects the procedures followed by GLS and conforms to federal and state law; (v) maintaining training materials to keep current with changes in the law, regulation and judicial interpretation; and (vi) providing, at least semi-annually, updates on fair lending issues to all GLS employees involved in the origination or servicing process.

TRAINING

The Compliance Department manages the compliance training curriculum and ensures that appropriate training is provided for all new and current employees. All new employees will receive a copy of this Plan during training. Training for new employees includes correctly and adequately identifying prohibited bases under the ECOA, Regulation B, and applicable state laws. All originations and servicing personnel receive at least semiannual updates on fair lending issues. Training participants certify that they understand and commit to upholding the principles of Executive Law § 296-a and the policies and procedures contained in this Plan.

MARKETING

GLS presently does not engage in any direct-to-consumer marketing. At this point in time, all GLS marketing materials are direct-to-dealer.

Notwithstanding the foregoing, however, for all marketing strategies employed (or to be employed) by GLS, the Compliance Department reviews and must approve, prior to distribution, all such marketing strategies directed to any protected class applicants or minority communities to ensure compliance with fair lending laws. The Compliance Department also periodically reviews such marketing strategies to confirm that they remain in compliance with fair lending laws.

As, again, GLS only engages in direct-to-dealer marketing in New York, GLS has entered into or will enter into a written agreement with each New York automobile dealer with which it maintains a relationship in which the dealer certifies that it acknowledges its responsibility to comply with fair lending laws and the policies and procedures contained in this Fair Lending Plan, to the extent that this Fair Lending Plan is applicable to it. GLS will require each such dealer to renew its certification on an annual basis.

FAIR LENDING POLICY AND PROCESS



FAIR LENDING PLAN

GLS is aware that the risk of unfair lending practices runs throughout the life of a credit account. GLS is committed to implementing training policies that protect against discriminatory practices at every level of the process, from application to retail installment contract satisfaction, and to taking immediate corrective action should fair lending discrimination occur. If fair lending deficiencies are observed or appear in an employee's job evaluation, the employee will receive additional training or counseling in an effort to correct the deficiency. If the deficiency persists, the employee will be subject to more severe action, up to and including termination.

UNDERWRITING AND PRICING

Underwriting guidelines are established through written policy and procedure in order to promote and ensure consistency throughout all classes of applicants. The guidelines address all aspects of the underwriting process, including collateral standards, credit, income, source of funds, debt ratios, income documentation and other factors relevant to the underwriting decision.

GLS will offer borrowers the best available products for which they would qualify based on his/ her creditworthiness, ability to document income and combined loan-to-value.

GLS utilizes automated underwriting software in the originations process. All applications are screened through pre-designed, algorithm-driven computer programs (commonly referred to as "automated underwriting engines") that are able to generate instantaneous decisions on loan applications. As a result, loan applications that do not meet the underwriting requirements built in to the automated underwriting engine are automatically denied. GLS' automated underwriting engine is not programmed to deny any potential borrower on prohibited grounds under any federal or state fair lending law, including, but not limited to, New York Executive Law § 296-a. Applications GLS approves, as well as those that are rejected or withdrawn, are decisioned by automated rule sets. To ensure that quality information is applied to all decisions (approved, declined, withdrawn apps) during the scoring and decision-process, GLS monitors a host of key performance measures, as well as the underlying scores and scoring attributes and rules. In addition to the foregoing, GLS will ensure that withdrawn and rejected applications automatically and timely reviewed by a higher-level supervisor.

RETAIL INSTALLMENT CONTRACT SERVICING, REFINANCING, COLLECTION AND REPOSSESSION

This plan's principles of fair lending policy apply throughout the process, and GLS is committed to implementing policies, procedures, employee training, and management oversight to ensure equitable treatment of all borrowers. GLS's policies include responding to consumer inquiries, concerns, and complaints in a timely, fair and consistent manner. Complaints alleging illegal discrimination are immediately referred to the General Counsel and the head of the Compliance Department, who investigate the allegation and resolve it efficiently, without being unduly burdensome to the applicant.

THIRD PARTY ORIGINATIONS

GLS's commitment to complying with fair lending laws extends to its relationships with third party originators (e.g., automotive dealers). GLS commits to solicit, establish and maintain relationships with dealers without regard to a prohibited factor, including characteristics of the dealership owner or the customers served by the dealership. By written agreement, GLS requires dealers doing business with GLS to comply with all applicable laws, including but not limited to all applicable federal and state fair lending



FAIR LENDING PLAN

laws. When an originator submits an application, the originator must agree to comply with GLS’s policy with respect to fair lending. GLS fully supports the letter and spirit of federal and state fair lending laws and does not condone discrimination in any credit transaction. GLS will also post a copy of this Plan on its website and require originators submitting applications to comply with the plan. Dealers are notified of any fair lending deficiencies noted in the monitoring of their retail installment contract packages. They will be responsible for correcting any deficiencies. If deficiencies are not corrected, GLS will take appropriate corrective action.

MONITORING

GLS implements monitoring processes that review the lending practices of the institution as a whole as well as its various departments, and individuals within the departments. GLS’s monitoring program focuses on detecting deficiencies and ensuring that GLS’s personnel understand their duties and responsibilities under this plan and are carrying them out. The Compliance Department performs regular audits of retail installment contract files to monitor data integrity for funded and non-funded contracts to ensure compliance with GLS’s objective, non-discriminatory credit policies with this Plan.

DEALER MARK UP AND COMPENSATION POLICIES

GLS presently does not permit any automobile dealer with which it maintains a relationship to exercise discretion and add to the buy rate a “dealer markup” or “dealer overage”; however, GLS acknowledges that if it were to engage in this practice, it could be liable for pricing disparities on a prohibited basis and would be required to comply with additional compliance standards.

Dealer Acknowledgment of Receipt of GLS Fair Lending Policy

I, _____, the _____ (title) of _____ (dealership name) (the “Dealership”) hereby acknowledge receipt of GLS’s foregoing Fair Lending Policy. As the _____ (title) of the Dealership, I am duly authorized to execute this acknowledgment on behalf of the Dealership. I have read the policy and understand the Dealership’s responsibility to comply with all federal and state fair lending laws, including New York Executive Law 296-a. The Dealership agrees to comply to with such laws as a condition of the Dealer Agreement by and between the Dealership and Global Lending Services LLC.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

****This acknowledgment must be reviewed, executed and returned with the GLS Dealer Agreement package before a New York Dealership will be approved to do business with Global Lending Services LLC****