

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 (888-508-2188) - Dealer Administration.

- 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**Michael Braaten** - michaelbraaten@glslc.com - Southwest: AR, AZ, NM, OK, TX**Sterling Smith** - stsmith@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 311 Williamsville, NY 14231	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		