



8331 W. Roosevelt Rd.
Forest Park, IL 60130
(708) 488-8900
Fax (708) 488-9498

Dealer Agreement

This agreement ("Agreement ") is made on the _____ day of _____, 20____, by and between Greater Chicago Finance Company, an Illinois corporation, whose address is 8331 W. Roosevelt Rd., Forest Park, Illinois 60130 ("Finance Company ") and _____, a _____ (corporation, partnership, sole proprietorship), whose address _____ (Dealer).

WHEREAS, Dealer proposes to sell to Finance Company from time to time promissory notes, security agreements, retail installment contracts and other instruments ("Contract(s)" or " Contract") evidencing installment payment obligation owed to Dealer which arise from the sale of motor vehicles ("Vehicle(s)" or "Vehicle") to buyers and/or co-buyers ("Obligor(s)" or "Obligor"); and

WHEREAS, Finance Company may elect, at its sole and absolute discretion, to purchase various Contracts from Dealer.

NOW THEREFORE, the parties hereto agree as follows:

1. Finance Company is not obligated to purchase Contracts from Dealer, and Dealer is not obligated to offer for sale Contracts to Finance Company.
2. The financial terms under which Finance Company will purchase Contracts from Dealer will be determined by Finance Company at the time the contract(s) are offered to the Finance Company.
3. Upon Finance Company's purchase of any Contracts from Dealer, Dealer shall endorse and assign to Finance Company the underlying payment obligation(s) and all pertinent security instruments, including, but not limited to, any and all wage assignments by the Obligor(s) on the contract.
4. Dealer shall furnish Finance Company with proof of a satisfactory policy of insurance for each Vehicle which is the security under any of the Contracts purchased by the Finance Company covering loss from collision, fire, theft, and other comprehensive type losses and which names Finance Company as loss payee and additional insured.
5. Any extended warranties or service contracts relating to the mechanical operation of the Vehicle, or any other contracts or agreements sold with the Vehicle ("Third-party Agreements"), must be separately identified on the retail installment contract. A copy of any such Third-party Agreement must be submitted to Finance Company for its review and approval. In the event of early termination of the retail installment contract due to the Obligor(s)' default, Dealer shall immediately reimburse Finance Company for the unused portion of said Third-party Agreement. In the event of the cancellation or early termination of said Third-party Agreement at the Obligor(s)' request, Dealer shall be responsible to reimburse Finance Company for the unused portion up to the amount of any unpaid portion of the Contract.



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6. If the Obligor(s) elect(s) to purchase credit life and /or accident and health insurance policies, the premium therefor shall be separately identified in the retail installment contract. A copy of said policy or policies (as the case may be) must be submitted to Finance Company for its review and approval. In the event of early termination of the retail installment contract due to the Obligor(s) default or prepayment of the purchase price, Dealer shall cancel said policy or policies (as the case may be) and issue the appropriate refund of unearned premiums to the Obligor(s). Finance Company will notify the Obligor(s) of a possible refund of unearned premium if applicable.
7. No approval, assignment or payment with respect to any retail installment contract will be made, accepted or issued until proof of collision, comprehensive and public liability insurance has been received by Finance Company in form and substance satisfactory to Finance Company in Finance Company's sole discretion. All such collision, comprehensive, and public liability insurance shall have been paid for by the Obligor(s) and the insurance premiums shall not be included in the retail installment contract.
8. Should a Contract for an uninsured Vehicle have been accepted by Finance Company in error, without regard to whether it shall be the error of the Finance Company or any other person or should insurance which appears to cover the vehicle serving as security with respect to the accepted Contract, in fact, be determined not to cover said Vehicle, then Dealer shall reimburse Finance Company for any loss that may occur thereunder, and then Dealer shall immediately repay Finance Company any amounts that may have been paid by Finance Company to Dealer with respect to that particular transaction.
9. Dealer hereby represents and warrants, with respect to each of the Contracts sold by Dealer and purchased by Finance Company that:
 - (a) At the time Dealer assigns the Contract(s), the Contract(s) and guaranty(ies) contain the signature(s) of the Obligor(s), constitute the valid and binding obligation of the Obligor(s) arising from a sale of a Vehicle to the Obligor(s) in the ordinary course of Dealer's business and contain(s) all terms of Dealer agreement with the Obligor(s);
 - (b) The sale of the Vehicle and the retail installment contract and all collateral documents were completed in accordance with all applicable federal, state, and local statutes, regulations, and ordinances then in effect, including but not limited to, the Federal Truth-In-Lending Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, the Illinois Motor Vehicle Retail Installment Sales Act, Federal Trade Commission rules and any regulations promulgated pursuant to or by any of the above;



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- (c) The security of the Contract is free and clear of all liens and encumbrances, except for Dealer's lien which shall be immediately assigned to Finance Company;
- (d) The Contract, and all additional documents submitted with the Contract, are accurate in all respects and do not contain any material errors, omissions, or misrepresentations;
- (e) Any down payment is paid in cash or its equivalent, no part of the purchase price was financed, directly or indirectly, by Dealer;
- (f) The Obligor(s) has (have) the capacity to enter into contracts enforceable in accordance with their terms;
- (g) The Obligor(s) is (are) not affiliated in any way with Dealer, whether as an officer, director, employee, or otherwise;
- (h) Dealer shall create and perfect all liens in accordance with applicable law and shall cause Finance Company to be named as a first priority and sole lienholder within thirty (30) days of the sale or delivery of the Vehicle to the Obligor(s), whichever is sooner;
- (i) Dealer has the right, ability, and legal capacity to enter into and assign the Contracts;
- (j) Dealer has delivered the Vehicle to Obligor(s), the Obligor(s) has (have) accepted delivery thereof and there neither exists nor will exist at anytime in the future any defense, offset, claim or counterclaim regarding the enforcement of the Contract or any security interest in the Vehicle due to any reason including, but not limited to, any misrepresentations during the course of the sales transaction, breach of warranty (expressed or implied), lemon law violations, odometer errors and/or prior damage to the Vehicle;
- (k) All taxes, if any, due to any entity in relation to the sale have been paid prior to assignment of the Contract;
- (l) Dealer has disclosed to Obligor(s) that Dealer intended to assign the Contract to Finance Company and provide Finance Company's full name and address to Obligor(s);
- (m) The Vehicle is covered by full collision, theft, and comprehensive insurance coverage;
- (n) The Vehicle was purchased by the Obligor(s) for the sole use of the Obligor(s) and not for the use of any other party and Obligor(s) are not relying upon any third party for payment of any part of the obligations under the Contract;
- (o) Any period in which an Obligor has a right to rescind the transaction has expired prior to Dealer's assignment of the Contract to Finance Company.

Each of the representations and warranties of the Dealer made in this Paragraph is a material inducement for Finance Company to enter into this Agreement and are made by Dealer each time Dealer assigns a contract to Finance Company.



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10. In the event Dealer breaches any of its warranties, covenants or obligations as set forth in this Agreement, is otherwise in default under this Agreement or any Obligor or other person raises any claim, defense, offset or counterclaim to the contract or any security interest granted thereunder, Dealer shall, upon demand, repurchase the contract from Finance Company for an amount equal to the amount outstanding on the contract less unearned finance charges, but including any and all delinquency charges. Dealer shall pay Finance Company's reasonable attorney's fees, court cost and cost of collection associated with Finance Company's enforcement of this Paragraph.
11. Dealer shall defend, indemnify, hold Finance Company harmless and reimburse Finance Company any and all sums incurred for any claims, liabilities, damages, costs, expenses, fees, causes of action, suits, judgments or other sums including, but not limited to, attorney's fees and court costs arising out of or related to (i) an actual or alleged breach by Dealer of any of its warranties, covenants or obligations in this Agreement or in any assignment of a Contract and/or (ii) any claim, suit, cause of action, defense, set-off, counterclaim or right of rescission raised by an Obligor or other person alleging facts which, if true, would provide a defense to any obligation or security interest under the contract, a right of rescission and/or a right of recovery against Finance Company. The obligations set forth in this paragraph specifically extend to, but are not limited to, any claims, suits, causes of actions, defenses, set-offs, counterclaim or rights of rescission raised pursuant to the Federal Trade Commission regulation on preservation of claims and defenses.
12. Finance Company's rights and remedies under each paragraph shall be cumulative to any other rights and/or remedies available to Finance Company pursuant to law or any other portion of this agreement and Finance Company's exercise of any of its rights or remedies pursuant to one paragraph shall not preclude Finance Company from exercising any other rights or demanding other remedies.
13. This Agreement may be terminated by either party hereto by written notice to the other party sent certified mail return receipt requested, but such termination shall not impair or affect the obligations of either party with respect to Contracts purchased prior to termination.
14. Should Dealer receive any payments related to any Contract Dealer has assigned to Finance Company, Dealer shall promptly forward such payments, in the form received, properly endorsed to Finance Company. Dealer grants Finance Company a limited Power of Attorney to endorse any instruments made payable to Dealer in payment of any obligation on a Contract assigned to Finance Company.



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15. Dealer agrees that Finance Company may, without notice to Dealer, extend any due dates, amend any contract, release any Obligor(s) or Security Interests or otherwise act with regard to any Contract or Vehicle and that any such action or inaction on the part of Finance Company shall not affect the rights or remedies of Finance Company or Dealer's obligations under this Agreement.
16. No failure or delay by Finance Company to exercise or enforce any right or remedy or performance by Dealer of any of its obligations under this agreement shall operate as a waiver thereof with regard to that failure or delay or to any future performance.
17. Dealer agrees to allow Finance Company to inspect, audit and copy Dealer's books and records relating to any Contracts assigned to Finance Company and to promptly provide true, accurate and genuine financial statements of Dealer upon Finance Company's request.
18. Dealer agrees that it is not a Finance Company's agent and it will not represent itself as such.
19. Finance Company may assign its rights under this Agreement or any Contract without Dealers knowledge or consent. Dealer may not assign part of this Agreement without the written consent of Finance Company.
20. This Agreement may not be amended except by writing signed by both parties.
21. Any notice required to be given shall be in writing to the other party at the address shown herein via registered or certified mail, return receipt requested. The parties may change the address to which such notice shall be sent by the same method.
22. This Agreement constitutes the entire agreement between the parties except for the terms of the assignment contained in the Contract(s). The terms of this Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any and all disputes related to or arising from this Agreement shall be resolved solely in the State Courts located in Cook County, Illinois or the Federal Court in the Northern District of Illinois, Eastern Division and Dealer hereby consents to the jurisdiction of said courts. Should any provision of this Agreement be found void, then all other provisions shall remain in full force and effect.
23. Dealer waives resentment, protest and demand, notice of protest, demand, dishonor and non-payment of any Contract, all other conditions to Dealer's obligations with respect to any Contract, and notice of acceptance of this Agreement.



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24. The person signing for Dealer below certifies that s/he is the owner, partner or officer of Dealer, is authorized to enter into this Agreement for Dealer and signs this Agreement both in her/his capacity as an authorized representative of Dealer and in her/his individual capacity and acknowledges s/he is personally responsible for Dealer's obligations as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

GREATER CHICAGO FINANCE COMPANY

DEALER

by: _____

by: _____

Its: _____

Its: _____



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Corporate Resolution

RESOLVED, that _____ a (n) _____
 corporation, duly licensed under the laws of the State of _____ as a retail motor
 vehicle dealer, is hereby authorized to execute and deliver a Dealer Agreement with Greater Chicago
 Finance Company dated _____, 20__ to assign contracts and other obligations in accordance
 with that agreement and to perform all the obligations and duties of the corporation in accordance
 with that agreement.

I, _____, Secretary of the corporation named herein, certify that the
 resolution appearing above is true, accurate and complete copy of a resolution of the Board of
 Directors of the corporation duly and regularly passed at a meeting of the Board of Directors which
 was duly called and held as required by law and the by-laws of the corporation on _____,
 20__.

I further certify that in accordance with a duly passed resolution of the Board of Directors, the
 following persons are authorized to sign sales finance contracts and the assignments thereof to
 Greater Chicago Finance Company and other documents to bind Dealer:

NAME	SIGNATURE	TITLE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that the above resolution(s) has (have) not been amended or revoked.

Executed this _____ day of _____, 20__

 Corporate Secretary



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ADDENDUM TO THE DEALER AGREEMENT

WHEREAS, Finance Company and Dealer have previously entered into, or are simultaneously entering into, a Dealer Agreement; and,

WHEREAS, finance Company and Dealer have reached additional agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. Finance Company will, from time to time, offer certain incentives to Dealer's employees based upon the number of Contracts sold to Finance Company.
2. The incentives referenced above shall be at no cost to the Dealer and shall not affect the amount due to Dealer on any individual Contract.
3. Finance Company or Dealer may, at any time, terminate Dealer's employee's participation in any incentive program by sending notice to the other party in the manner prescribed in the Dealer Agreement and, in any event, any termination by either party of the Dealer Agreement shall constitute a termination of this Addendum.
4. This addendum shall be effective as of the date of the Dealer Agreement and shall remain in full force until terminated by either party.

GREATER CHICAGO FINANCE COMPANY

DEALER

By: _____

By: _____

Its: _____

Its: _____