

Gateway One Lending & Finance, LLC

Additional Dealer Terms

Date _____

This term sheet is entered into by _____ (Dealer) and Gateway One Lending & Finance, LLC (Lender).

Whereas, Dealer has previously entered into a Used Car Dealer Correspondence Agreement with AppOne Services, Inc. (AppOne) who provides electronic connectivity to and between Dealer and Lender.

Whereas, Lender has full rights of assignment to the Used Car Dealer Correspondence Agreement between Dealer and AppOne.

AND NOW THEREFORE, for good value and consideration received, the parties hereto agree to terms in addition to the Used Car Dealer Correspondence Agreement as follows:

1. Dealer agrees that any and all indemnity provided by Dealer to AppOne pursuant to the terms of the Used Car Dealer Correspondent Agreement shall also be applicable to Lender.
2. In addition to the representations and warranties in Section 8 of the Used Car Dealer Correspondent Agreement, Dealer hereby represents and warrants that it has disclosed any agreed upon pickup payment, other form of deferred down payment, or balloon payment on the Contract and has collected such agreed upon pickup payment or other form of deferred down payment, if any.
3. In addition to the representations and warranties of Section 8(bb) Used Car Dealer Correspondent Agreement, Dealer further represents and warrants that the Vehicle shall not be subject to certificates of title reflecting a status of salvage, reconditioned, lemon-law buyback, manufacturer's buyback, warning-not actual mileage, flood damage, not manufactured for original distribution in the United States, or similar condition noted on the certificate of title.
4. Dealer agrees to be liable for any First Payment Default. "First Payment Default" means a Buyer's failure to pay to Lender the first payment due, pursuant to the Contract after its purchase by Lender, within forty-five (45) days of its due date. Dealer will not be allowed to satisfy a First Payment Default with its own funds. In

case of a First Payment Default, Dealer shall be required to repurchase such Contract from Lender. The repurchase price shall be the amount originally paid to purchase such Contract plus any actual costs incurred by Lender. If Dealer fails to pay such an amount within ten (10) days of demand by Lender, then in addition to all other remedies available to Lender, such repurchase price shall accrue interest at the applicable Contract rate, and Lender shall have the right, without having thus elected its remedy, to set off against other amount(s) then or later due to Dealer such repurchase price and accrued interest.

5. Dealer agrees to inform each Applicant that his/her credit application will be sent to Lender for review and of Lender's address before the credit application is actually submitted. Dealer also acknowledges that it will advise each applicant whose credit application is to be sent to Lender that the application may be considered withdrawn if the Applicant does not inquire with Lender about its status within 30 days of the date of the application.

Gateway One Lending and Finance, LLC _____ **(Dealer)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____