

ADDENDUM TO DEALER AGREEMENT

(Globe Acceptance, Inc.)

THIS ADDENDUM TO DEALER AGREEMENT (the “Addendum”) is entered into by and between Wolters Kluwer Financial Services, Inc. (“WKFS”), with its principal office located at 6815 Saukview Drive, St. Cloud, MN 56303; and _____ (“Dealer”), with its principal office located at _____.

WHEREAS, WKFS and Dealer have entered into that certain Dealer Agreement dated _____, 201____ (the “Dealer Agreement”) under which Dealer has been authorized to participate in the AppOne Program developed by WKFS which provides a web-based solution linking Dealer with indirect lenders that desire to purchase Contracts originated by Dealer subject to the terms and conditions set forth in the Dealer Agreement; and

WHEREAS, WKFS has entered into an agreement with Globe Acceptance, Inc. (“Globe”) under which Globe has been authorized to participate in the AppOne Program and purchase Contracts originated by Dealer and other independent motor vehicle dealers participating in the AppOne Program; and

WHEREAS, Globe is willing to purchase Contracts originated by Dealer only on certain terms and conditions that are not contained in the Dealer Agreement; and

WHEREAS, to encourage Globe to purchase Contracts originated by Dealer, WKFS and Dealer are willing to enter into this Addendum to supplement the Dealer Agreement and set forth those terms and conditions required by Globe for its purchase of Contracts from Dealer through the AppOne Program; and

WHEREAS, WKFS and Dealer acknowledge that the additional terms and conditions set forth in this Addendum will be applicable to each Contract purchased from time to time by Globe from Dealer;

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WKFS and Dealer agree as follows:

1. Defined Terms. Any capitalized terms used in this Addendum but not defined herein shall have the definitions given to such terms under the Dealer Agreement.

2. Globe as Beneficiary of Dealer Agreement. Dealer acknowledges and agrees that all representations, warranties, covenants and agreements made by Dealer under the terms of the Dealer Agreement have been made for the direct benefit of Globe (as well as WKFS) with respect to each Contract purchased by Globe from Dealer through the AppOne Program and that Globe shall be entitled to directly enforce such representations, warranties, covenants and agreements against Dealer to the same extent as if Globe was a party to the Dealer Agreement. Dealer further acknowledges that Globe shall be a thirty-party beneficiary with respect to all

representations, warranties, covenants and agreement contained in the Dealer Agreement with respect to any Contract purchased thereunder by Globe, including all representations, warranties and remedies contained therein.

3. Repurchase Obligation – Initial Payment Default. Dealer unconditionally agrees to repurchase from Globe on demand any Contract originally purchased by Globe under the Dealer Agreement in the event that the Customer under such Contract fails to make any one of the first three scheduled payments owing under the terms of the Contract (an “Initial Payment”) in full within fifteen (15) days of the due date of any such Initial Payment. The repurchase obligation hereunder shall not be contingent upon the exercise of any collection efforts by Globe and the right to require a repurchase of such Contract by Dealer shall be unconditional and arise upon the failure by the Customer to make any Initial Payment within such fifteen (15) day period. Under no circumstances shall Dealer advance any funds to, or for the benefit of, any Customer to enable such Customer to make any Initial Payment owing under the terms of any Contract. In the event Globe elects to exercise its right to require the repurchase of a Contract under this Addendum, Dealer shall repurchase the Contract from Globe at the Repurchase Price for such Contract. Globe may exercise its right to require Dealer to repurchase a Contract under this Addendum by giving Dealer written notice within thirty (30) days of the date any Initial Payment was due under the terms of the Contract. The Repurchase Price shall be payable immediately in cash upon demand, at which time the Contract will be assigned to Dealer on a non-recourse basis to Globe and without warranties (express or implied) made by or on behalf of Globe. Any sums remaining unpaid ten (10) days after the date of demand shall bear interest from that date at the maximum rate allowed under state law not to exceed the rate of eighteen percent (18%) per annum. In addition, Globe shall have the right to contact any institution which provided Ancillary Products for the Vehicle covered by the Contract and collect any and all refunds that may be due thereunder. Any default by Dealer in repurchasing a Contract from Globe in accordance with the requirements of this Addendum shall also constitute a default for purposes of the Dealer Agreement and Globe shall be entitled to exercise all rights and remedies available thereunder with respect to such default.

4. Authority Concerning Contract. Globe may renew, extend, accelerate or otherwise change any of the terms of any Contract purchased from Dealer, file any financing statement as to collateral, repossess and sell or dispose of any collateral securing any Contract and otherwise handle collections of any Contract, in such manner as Globe shall in its sole discretion deem appropriate, all without notice to or the consent of Dealer or WKFS, and no act or omission by Globe in this regard shall affect any rights or obligations of Dealer, WKFS or Globe with respect to any Contract, including, without limitation, any repurchase or indemnification obligation of Dealer under the Dealer Agreement or this Addendum. Dealer shall have no authority to accept payments, repossess any collateral securing any Contract, consent to the return of any such collateral, modify the terms of any Contract or any related document, or respond to inquiries by a Customer regarding the Contract.

5. WAIVER OF JURY TRIAL. DEALER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR MATTER, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, ARISING OR RELATED TO ANY CONTRACT

PURCHASED BY GLOBE FROM DEALER PURSUANT TO THE TERMS OF THE DEALER AGREEMENT AS SUPPLEMENTED BY THIS ADDENDUM.

6. Addendum as Amendment to Dealer Agreement. This Addendum modifies the terms of the Dealer Agreement. Except as modified by this Addendum, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first set forth above.

WOLTERS KLUWER FINANCIAL SERVICES,
INC.

By: _____
Name: _____
Title: _____

Dealership Name

By: _____
Name: _____
Title: _____

State of _____
County of _____

On this, the ____ day of _____, 201__, before me, a notary public, appeared _____, personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the appended Addendum to Dealer Agreement, and acknowledged that he or she executed the same on behalf of the Dealer, by authority of its Board of Directors or other governing body.

In witness hereof, I hereunto set my hand and official seal.

PRINT NAME AND TITLE

NOTARY PUBLIC

COMMISSION EXPIRATION

[SIGNATURE PAGE TO ADDENDUM TO DEALER AGREEMENT;
CONTINUED ON FOLLOWING PAGE]

ACKNOWLEDGEMENT OF GUARANTOR

The undersigned (collectively, "Guarantor") acknowledges the terms and conditions set forth in this Addendum to Dealer Agreement ("Addendum") and agrees that the obligations of Dealer contained in this Addendum shall be subject to and covered by the Personal Guaranty executed by Guarantor as part of the Dealership Agreement and Guarantor hereby absolutely and unconditionally personally guaranties to WKFS and Globe the full and punctual payment and performance of such obligations to the same extent as though such obligations were set forth in the Dealership Agreement itself.

Personal Guarantor

(Print Name)

Personal Guarantor

(Print Name)

State of _____

County of _____

On this day ____ of _____, 20____, before me, a notary public, appeared: _____, to me personally known, who, being by me duly sworn, did say that he/she executed the Acknowledgement of Guarantor of his/her own free act and deed.

NOTARY PUBLIC

COMMISSION EXPIRATION

State Of _____

County Of _____

On this day ____ of _____, 20____, before me, a notary public, appeared: _____, to me personally known, who, being by me duly sworn, did say that he/she executed the Acknowledgement of Guarantor of his/her own free act and deed.

NOTARY PUBLIC

COMMISSION EXPIRATION

[CONTINUATION OF SIGNATURE PAGES TO ADDENDUM TO DEALER AGREEMENT]