

ADDENDUM TO DEALER AGREEMENT

(Top Finance Company)

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 Used Car Dealer Correspondent Agreement or Dealer Agreement dated _____, 20____ (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 Top Finance Company (“Top Finance”) under which Top Finance 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, Top Finance 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 Top Finance 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 Top Finance 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 Top Finance 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. Down Payment Received; Warranty of First Installment Payment. The Down Payment(s) by the Customer to the Dealer described in the Contract was fully paid in cash and no part of the Down Payment has been loaned directly or indirectly by Dealer to the Customer. If any portion of the Down Payment has been deferred, such payments are accurately itemized on the face of the Contract; the deferral, payment schedule, and disclosure thereof comply with all state and federal laws (including but not limited to the Trust-in-Lending Act the Rees-Levering Automobile Sales Finance Act) and all such payments have been timely paid-in-full per the deferred Down Payment schedule disclosed in the Contract. Dealer warrants that Customer will timely pay to Top Finance the first installment payment due under the Contract. Any Contract

purchased by Top Finance providing Top Finance a warranty of payment for installments beyond the first installment payment due under the Contract shall be so designated on the Conditional Funding Approval Worksheet for that Contract and so indicated on such Contract's Assignment.'

2. 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: _____