

## FirstSun Financial, Inc. Master Dealer Agreement

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (Dealer), and \_\_\_\_\_ (personal guarantor), whose principal address is \_\_\_\_\_, and FirstSun Financial, Inc. (FSF) whose address is 5013 Park Street., Jacksonville, FL, 32205.

This agreement sets out the terms and provisions under which FSF may purchase retail installment Contracts ("Contracts") with Buyers of property, goods or services purchased from Dealer (said persons hereinafter referred to as "Buyer" or "Customer"), and the rights and obligations of FSF and Dealer with respect to the Contracts.

1) **SALE AND PURCHASE OF CONTRACTS.** FSF may purchase Contracts offered by Dealer, if acceptable to FSF, at discounted purchase prices to be determined by using the FSF Loan Purchase Worksheet.

2) **ASSIGNMENT OF CONTRACTS AND INDEMNIFICATION.** Purchases by FSF hereunder shall be affected by FSF's acceptance of Dealer's written assignment of individual Contracts. Dealer's tender of written assignment of a Contract to FSF shall constitute Dealer's representation and warranty concerning the transaction involved that (i) the Contract arose from a bonafide sale to the Buyer on the terms set forth in the Contract of the property, goods and services described in the Contract and in related documents; (ii) the property, goods and services sold to Buyer are fully and correctly described in the Contract; (iii) any property, goods and services described in the Contract were actually delivered to and accepted by the Buyer; (iv) Dealer has furnished and installed all articles and materials and has fully completed all work necessary in connection with the Contract and has paid for all labor and materials used in connection with said work; (v) Dealer has good and marketable title to any and all property covered by the Contract free and clear of all claims, liens, encumbrances and rights of third parties except for the Contract; (vi) application has been made for appropriate registration and title to any vehicle in the state of the Buyer's residence so as to reflect FSF's security interest therein, all documentation furnished Buyer reflects FSF's security interest therein, and FSF's security interest therein has been fully, timely and properly perfected; (vii) Dealer is the sole and unconditional owner of the Contract and any guarantee and has the right and authority to assign the same to FSF; (viii) all statements made by or on behalf of Buyer and furnished to FSF by Dealer are true to the best of Dealer's knowledge and belief; (ix) the Buyer was quoted both the time price shown in the Contract as "Total Sale Price" and the cash price shown as the "Amount Financed" therein; (x) the Buyer received a legible, completely filled in copy of the Contract and any purchase order, customer credit statement or other document which the Buyer was asked to sign in connection with the Contract; (xi) the amount shown in the Contract having been received as a down-payment was actually paid in cash and not its equivalent; (xii) the Buyer was of legal age and competent to execute the Contract on the date of execution; (xiii) the Contract and any guarantee thereof are genuine, legally valid and enforceable for the full Total Sale Price; and (xiv) Dealer has fully complied with the Contract which is valid under any and all applicable laws, rules and regulations of the federal government or any state or other government agency regulating consumer or installment credit transactions.

In the event any representation or warranty made to FSF or to the Buyer in connection with a Contract is breached or untrue, Dealer (i) shall unconditionally guaranty payment of the full amount remaining unpaid under such Contract and shall repurchase such Contract upon demand by FSF in cash for the full amount then unpaid, whether or not the Buyer is in default thereunder, and (ii) shall indemnify FSF against and hold FSF harmless from any and all liabilities, losses and expenses, including attorney's fees, that may be incurred by FSF at any time as a result of such breach or misrepresentation.

3) **INSURANCE.** Each vehicle sold under a Contract must be covered by fire, theft and collision insurance protecting FSF's interest in the vehicle for a minimum of six months. It shall be the Dealer's responsibility to submit with each contract verifiable evidence of such insurance. If such procedure is followed, Dealer will have no further obligation with respect to insuring the vehicle. If such procedure is not followed, Dealer will be responsible for any loss that would have been covered by required insurance.

4) **REPOSSESSION.** If a default by the Buyer under a contract results in repossession of the vehicle, the Contract is and shall be without recourse against Dealer except as otherwise provided under the terms of this agreement, as well as the assignment provision of the Contract and the Loan Purchase Worksheet.

5) **INSURANCE / WARRANTY CANCELLATIONS.** As a seller and broker of consumer insurance products and/or warranty service Contracts, Dealer hereby agrees to pay directly to FSF, using a straight line refund method, all refunds due on defaulted Contracts within 30 days from date billed.

6) **ENDORSEMENT OF DOCUMENTS.** FSF may endorse or cause Dealer's name to be endorsed upon checks and other forms of payment received for payment on Contracts and to assign or endorse Dealer's name on Contracts or other documents when necessary to carry out the intent of this agreement. If a Contract includes a charge for extended warranty protection or for a service contract offered by or through Dealer, Dealer agrees to repurchase the Contract from FSF upon demand for the amount of the unpaid balance if a claim or defense is asserted under the warranty or service contract and Dealer is not able to resolve the dispute with the Buyer within ninety (90) days of the oldest unpaid installment.

7) **SETOFF.** FSF may at any time and from time to time, at its option, set off and apply against any amounts due by it to Dealer either hereunder or otherwise, any amounts due to FSF by Dealer.

8) **FIRST PAYMENT DEFAULT.** Dealer agrees, following any Customer's "First Payment Default," as defined below in this Paragraph 8, and upon being given possession of the Vehicle which secures such Contract at the Dealer's place of business, provided such Vehicle is delivered to Dealer within three months of the date FSF purchased the Contract, to repurchase the Contract from FSF at a price equal to One Hundred Percent (100.00%) of FSF's purchase price of the Contract plus cost of recovery and accrued interest. Such amount shall be paid in full by Dealer to FSF no later than three (3) business days following Dealer's receipt of such Vehicle. If Dealer fails to pay such amount when due, then in addition to all other remedies available to FSF, all sums owed to FSF shall accrue interest at the Contract rate until paid in full, and additionally, FSF shall be entitled, at its option and without having been deemed to have elected any remedy, to Set Off against any funds due to Dealer the sums owed by Dealer to FSF. For purposes of this Paragraph 8, the term "First Payment Default" shall mean:

a. With respect to a Contract for which a military allotment payment to pay Customer's payments as scheduled in his/her contract was promised, "the failure of FSF to be paid from such allotment the first payment due after applying any payments made at the time of purchasing the Contract, the first payment to be made within five (5) calendar days after the due date of such payment," and:

b. With respect to a Contract for which there is no such allotment, "the failure of a Customer to pay directly to FSF, out of the Customer's own funds, the first payment due under the Contract after applying any payments made at the time of purchasing the Contract, within five (5) calendar days after the due date of such first payment."

9) **LEGAL COST.** In the event it becomes necessary for either party to retain an attorney to enforce, defend or interpret any of its rights, obligations or remedies hereunder, the prevailing party will be entitled to recover from the non-prevailing party all legal costs and expenses incurred, including attorney's fees arising from the investigation, enforcement and construction of this Master Dealer Agreement, and those incurred at trial and on appeal. FSF and Dealer further agree that they are subject to the jurisdiction of the courts of Florida and that venue of any action shall be in Duval County, Florida.

10) This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

11) **FAILURE TO EXERCISE RIGHTS.** FSF's failure to exercise any right hereunder shall not be a waiver of such right.

12) **EFFECTIVE DATE AND TERMINATION.** This agreement shall become effective on the date FSF first purchases a Contract from Dealer hereunder and shall be binding on Dealer and FSF and their respective successors and assignees from such date until terminated by receipt of written notice by either party from the other; provided, however, that any such termination shall not relieve either party from any obligation incurred prior to the effective date thereof.

13) **SEVERABILITY OF PROVISIONS.** If any one or more of the terms and provisions of this agreement shall be for any reason whatsoever held invalid, then such terms and provisions shall be deemed severable from the remaining terms and provisions of this agreement or the rights of Dealer or FSF.

14) **MODIFICATION.** No amendment or modification of this agreement shall be effective unless in writing and signed by the parties hereto.

_____	_____
Dealership	Date
_____	
Personal Guarantor	
_____	
Address	
By: _____	_____
Signature	Title
<b>FirstSun Financial, Inc.</b>	
By: _____	_____
Signature	Title
_____	
Date	



## **FirstSun Financial, Inc.**

### **Finance Program**

Thank you for your interest in FirstSun Financial. Enclosed, please find FSF's Loan Purchase Guidelines, Master Dealer Agreement, Dealer Application and Corporate Authorization Resolution.

Please complete the Master Dealer Agreement, Dealer Application and Corporate Authorization Resolution and return them along with the following items at your earliest convenience:

- ARTICLES OF INCORPORATION
- DMV LICENSE AND SURETY BOND
- BANKING AND FINANCE LICENSE
- RETAIL INSTALLMENT SELLER'S LICENSE

This information will be held in strict confidence. If you have any questions, do not hesitate to call our Corporate Office at (904) 389-9565.

**FIRSTSUN FINANCIAL, INC.**  
**CORPORATE AUTHORIZATION RESOLUTION**

CORPORATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

I, \_\_\_\_\_ hereby certify that I am Secretary of the above-named corporation, organized under the laws of \_\_\_\_\_ (state), Federal ID Number: \_\_\_\_\_ engaged in business under the trade name of \_\_\_\_\_ and that the following is a correct copy of the resolution adopted at a meeting of the Board of Directors of this Corporation, duly and properly called and held on \_\_\_\_\_, 20\_\_\_. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**Be It Resolved That;**

- 1) Any of the persons named below are authorized to enter into any and all Contracts, agreements, assignments, sales stipulations and orders which They may deem advisable for the effective exercise of all business transacted between this corporation and FirstSun Financial, Inc.
- 2) This resolution shall continue to have effect until express written notice of Its rescission or modification has been received and recorded by FirstSun Financial, Inc.
- 3) This corporation agrees to the terms and conditions of any agreements, Properly executed by any authorized representative of this corporation.
- 4) The below listed persons are hereby authorized to bind the corporation to Any and all agreements with FirstSun Financial, Inc.; and to receive funds for this corporation.

NAME

TITLE

SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 5) I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and authority to adopt the foregoing resolution and confer the powers granted to the persons named who will have full power and lawful authority to exercise the same.

In witness hereof, I have hereto subscribed my name and affixed the seal of this corporation on \_\_\_\_\_, 20\_\_.

IMPRINT SEAL HERE

\_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
(Additional Officer)

**FirstSun Financial, Inc**  
**Dealer Application**

Date Dealership Established: \_\_\_\_\_

Corporate/Business Name: \_\_\_\_\_  
(Should agree with Dealer License)

D/B/A: \_\_\_\_\_ # of Locations: \_\_\_\_\_

Dealership Complete Address: \_\_\_\_\_

Phone#(s): \_\_\_\_\_ Fax #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Type of Organization: Corp \_\_\_ Partnership \_\_\_ Sole Prop \_\_\_ LLP \_\_\_ LLC \_\_\_

If Corp, Date of Incorporation: \_\_\_\_\_ Year Business Started: \_\_\_\_\_

FEIN # \_\_\_\_\_ Installment Sellers License # \_\_\_\_\_

(Attach Copy)

(Attach Copy)

Dealer Surety Bond Company: \_\_\_\_\_

(Attach copy of policy w/name & address)

Dealer Garage Keepers Liability Policy: \_\_\_\_\_

(Attach copy of policy w/name & address)

Property owned by/or Landlord name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**AUCTION REFERENCES:**

1) \_\_\_\_\_ Address \_\_\_\_\_ Phn: \_\_\_\_\_

2) \_\_\_\_\_ Address \_\_\_\_\_ Phn: \_\_\_\_\_

**FLOOR PLAN INFORMATION:**

Bank Name: \_\_\_\_\_ Acct # \_\_\_\_\_ Phn: \_\_\_\_\_

Address \_\_\_\_\_ Contact: \_\_\_\_\_

List all other finance companies which the Dealer does, or has recently done business:

Bank Affiliation:

(Name, Address, Phn #)

Bank Contact: \_\_\_\_\_ Acct #: \_\_\_\_\_

**PRINCIPALS/OWNERS/OFFICERS:**

1. Name/Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phn: \_\_\_\_\_ Mobile: \_\_\_\_\_

2. Name/Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

FirstSun Financial, Inc. (FSF) is authorized to investigate my (our) credit reports, DMV record, police records and any other public or private information supplier of data. FSF may verify any and all information given throughout this Dealer Application or with any other documents provided to FSF. With reference to FSF's investigation, should any person, company or agency request specific written authorization to release requested information, photo copies of my (our) signatures below may be utilized to show my (our) acknowledgment and authorization to release the requested information. I (we) hereby certify that all of the statements made throughout this application are true and correct.

\_\_\_\_\_  
Signature of Owner, Partner &/or Officer

\_\_\_\_\_  
Signature of Owner, Partner &/or Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**LIEN HOLDER INFORMATION;**

**INSURANCE SHALL BE MINIMUM OF \$500 DEDUCTIBLE  
COMP/COLLISION SHOWING LIENHOLDER AS FIRSTSUN  
FINANCIAL, INC., 5013 PARK ST., JACKSONVILLE, FL  
32205.**

**WE DO NOT ACCEPT WINDAVEN INSURANCE AS A  
CARRIER.**

**REMINDER**

**WITH ELECTRONIC LIENS IN EFFECT, PLEASE  
REMEMBER TO CHECK-MARK THE BOX THAT SAYS "ELT"  
ON THE LIEN APPLICATION AND RIGHT BESIDE IT PUT  
OUR "ELT" NUMBER;**

**232528465**

**DO NOT USE OUR FEIN# OR ANY OTHER CUSTOMER  
NUMBER.**