

# GoFi LITE AGREEMENT

This Contract Purchase Agreement (“Agreement”) is between GoFi, LLC (“GoFi”) and the undersigned dealer (“Dealer”) and is effective as of the Effective Date. GoFi agrees to purchase the Retail Installment Contract between the Dealer and vehicle buyer(s) as described below (the “Contract”), secured by the collateral described below (the “Vehicle”) from Dealer, subject to the terms herein and the GoFi Terms, Conditions and Credit Program available on DealerTrack and RouteOne which Dealer represents it has read and agrees to be bound by.

**Contract, Documents, and Assignment.** Dealer is under no obligation to sell and GoFi is under no obligation to buy the Contract. GoFi will decide, in its sole discretion, whether to purchase the Contract. Dealer will promptly deliver all documents and information requested by GoFi, as well as execute and deliver to GoFi an assignment that transfers all of Dealer’s right, title, and interest in the Contract and the Vehicle, including the lien, or security interest, to GoFi. All documents, including the assignment, must be in a form acceptable to GoFi. The purchase of the Contract occurs when GoFi forwards the total of the agreed upon funds to Dealer. Dealer agrees to meet the following conditions: (i) provide GoFi a signed, properly completed credit application and the original, fully-executed Contract matching the terms of the approved credit application; (ii) provide GoFi copies of the proof of purchase of any voluntary protection or other products sold to the Buyer, whether financed or otherwise, that Dealer represents and warrants comply with applicable law; (iii) produce evidence of a full coverage insurance policy covering the Vehicle; (iv) provide GoFi proof that all stipulations or other requirements have been satisfied. GoFi, and its affiliates, agree not to use Buyer information obtained from the Dealer for cross-selling, solicitation or other marketing purposes.

**Power of Attorney.** Dealer appoints GoFi as its true and lawful agent and attorney-in-fact, with full power and authority to do all things necessary or appropriate in Dealer’s name to carry out the intent of this Agreement. The foregoing power of attorney is irrevocable, and a special power coupled with an interest. This power of attorney shall extend to Dealer’s successors and assigns.

**Dealer Representations and Warranties.** Dealer represents and warrants the following: (i) the Buyer completed and signed the credit application, the Contract and associated documents, is a bona fide good faith purchaser in the ordinary course of Dealer’s business, and is not in default of the Contract at the time the Contract is sold to GoFi; (ii) the Vehicle and its options are accurately described and fully disclosed in the Contract and the Buyer has accepted and has taken possession of the Vehicle; (iii) the Contract is genuine, legally valid, and fully enforceable under its terms and not subject to any offsets, counterclaims, or defenses; (iv) Dealer is a business entity licensed to transact business in the state the Contract originated; (v) signing representative has the power, authority, and legal right to execute, deliver, and perform the obligations of this Agreement; and (vi) Dealer and all its business practices comply with all applicable federal, state, and local laws, regulations, and ordinances. These representations and warranties are material to GoFi’s purchase of the Contract, are not waived if GoFi buys a Contract knowing that a representation or warranty has been/is breached, and shall survive the execution, delivery, expiration, and termination of this Agreement. If prior to the third full monthly installment payment the Buyer (a) prepays the Contract in full, (b) fails to meet the scheduled payment obligations set out in the Contract, or (c) files for bankruptcy protection in any jurisdiction, GoFi will notify Dealer and Dealer will return any flat fee or premium GoFi paid to the Dealer within five (5) days. Except for the above representations and warranties, the sale of the Contract is without recourse.

**Certificate of Title, Security Interest and Lien.** Dealer shall, within thirty (30) days of the date of the Contract, or within a lesser period if required by applicable law, file and record all documents necessary to properly perfect the valid and enforceable first priority security interest of GoFi in the Vehicle and shall send GoFi all security interest filing receipts.

**Taxes and Fees.** Dealer will promptly forward and pay the proper authorities all federal, state and local fees and taxes due with the sale, financing, titling and registration of the Vehicle.

**Repurchase.** If any of Dealer’s representations, warranties, or covenants described in this Agreement are determined to be inaccurate, untrue, or otherwise breached, Dealer agrees to repurchase the Contract within seven (7) days of receipt of GoFi’s notice to Dealer. Dealer’s repurchase obligation applies regardless of whether the Buyer has defaulted. The repurchase shall be without recourse against GoFi and paid in cash upon demand. GoFi will assign the Contract to Dealer “as is.”

**Indemnity.** Dealer agrees to indemnify, defend, and hold GoFi and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns harmless against all claims, losses, damages, injuries, liabilities, costs, expenses, actions, suits, and proceedings relating to: (i) Dealer’s breach of this Agreement; (ii) Dealer’s evaluation of Buyer for financing; (iii) Dealer’s pricing of the Vehicle or pricing of the Contract as it relates to Buyer; (iv) any actions or failure to act of Dealer in connection with the credit application or Contract; or (v) any action of Dealer with respect to its repair and maintenance (or that of any affiliated vehicle repair company) of any Vehicle. This Section shall survive the execution, delivery, expiration, and termination of this Agreement.

**Applicable Law.** This Agreement is governed by the laws of the State of Texas, and any dispute related to this Agreement shall be adjudicated, and Dealer consents to personal jurisdiction, in Texas. Both parties knowingly and voluntarily waive any right to trial by jury.

**Attorney Fees and Costs.** If GoFi sues to enforce this Agreement, GoFi may recover all costs, including, but not limited to, attorney fees, arbitration fees, and court costs, including costs incurred in any appeal.

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**IN WITNESS WHEREOF**, GoFi and Dealer have executed this Agreement with proper authority effective as of the date of Dealer's signature below ("Effective Date").

<p style="text-align: center;"><b>The "Vehicle"</b></p> Year: Make: Model: Vehicle Identification Number ("VIN"):	<p style="text-align: center;"><b>The "Contract"</b></p> Contract Date: Application ID #
<p style="text-align: center;"><b>Dealer Information</b></p> Dealer Name: Dealer Address:  Dealer Phone Number: General Manager Name: General Manager Phone Number:	<p style="text-align: center;"><b>Payment Information</b></p> Bank Name: Account Holder: Make Check Payable To:  Dealer authorizes GoFi to disburse the agreed funds to Dealer by check made payable to the above identified payee.
<b>Signature:</b>	<b>Effective Date:</b>
<b>Printed Name:</b>	<b>Printed Title:</b>