



This Agreement between Speed Leasing Company LLC, its parents, affiliates, successors and assigns, located at 1855 Griffin Road, B390, Dania Beach, Florida 33004 (collectively referred to as “SLC”) and

Dealer Name:

D/B/A:

Address:

Address:

City:

State:


Zip:

Or an entity controlled by a principal also owning a controlling interest in an authorized motorcycle dealership (hereinafter “**Dealer**”).

DEFINITIONS

In this Agreement, the following terms shall have the following meanings:


- (a) “**Ancillary Contract**” means a contract for any ancillary product, including but not limited to a credit-life insurance policy, credit disability insurance policy, automobile liability insurance policy, Guaranteed Asset Protection (GAP) product, extended warranty contract, tire and wheel packages, mechanical breakdown protection contract, maintenance agreement, service contract, extended service contract, or anti-theft devices, obtained by a Customer through the Dealer for which funds may be advanced.
 - (b) “**Contract**” means a Lease or any Ancillary Contracts and Security Agreements between SLC and Customers.
 - (c) “**Lessee**” or “**Customer(s)**” means collectively all lease applicants and Vehicle lessees and purchases of Financial Product(s).
 - (d) “**Lease**” means a retail lease agreement by which Dealer leases a Vehicle to a Lessee, in form and content acceptable to SLC.
 - (e) “**Vehicle**” means a new or used motorcycle, passenger car or truck lease by Dealer to a Lessee pursuant to a Lease.
1. **Funding of Contracts:** SLC may approve, in its sole discretion, applications for Leases and other Contracts that are submitted to SLC in advance. SLC has established an acceptable lease structure, which may be amended from time to time in SLC’s sole discretion. In this regard:
- a. To the extent permitted by applicable law, Dealer will communicate to SLC:
 - i. All such credit information concerning Lessee (and any other person named by Lessee in the lease application) as Dealer may have;

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- ii. The financial terms of the Lease; and
 - iii. The initial value of the Vehicle (“**Initial Value**”).
- b. SLC, in its sole discretion, will make a decision as to whether SLC will purchase each Lease and Vehicle offered to it by Dealer. SLC may purchase the Lease and Vehicle if the documentation and information (including credit information) as required by the Funding Checklist, a copy of which is attached hereto as Appendix A, received by SLC is satisfactory. If SLC decides to purchase such Lease and Vehicle after receipt of such documentation and information, Dealer will promptly deliver to SLC:
- i. A completed lease application satisfactory to SLC and executed by Lessee, a copy of which is attached hereto as Appendix B;
 - ii. The original Lease (and all counterparts thereto) executed by Dealer, as Lessor, and Lessee. Leases with blank fields, or otherwise completed in a manner not satisfactory to SLC, will not be purchased;
 - iii. An assignment of the Lease to SLC or its designee (which may change from time to time by providing written notice to Dealer), executed by Dealer.
 - iv. The certificate of ownership or other evidence of registration or application therefore showing SLC or its designee as registered and legal owner of Vehicle covered by Lease, free from any liens or claims;
 - v. Evidence of insurance as required by the Lease;
 - vi. The Dealer’s invoice of the Vehicle covered by the Lease naming Dealer as transferor and SLC as transferee of the Vehicle; and
 - vii. Any other such documents, executed by Dealer, Lessee or other party, reasonably requested by SLC in order to establish the consummation of the transaction contemplated hereby, the taking of all corporate proceedings in connection therewith, and compliance with the conditions as set forth herein, and to protect the interest of SLC in any Lease or Vehicle.
- c. SLC, in its sole discretion, will make a decision as to whether SLC will purchase each Contract other than Leases offered to it by Dealer. Dealer will promptly deliver to SLC such documentation and information as SLC reasonably requests.

The amount due to Dealer on behalf of Lessee (the “**Contract Lease Amount**”) shall be the amount determined under the terms of the Contract.


In addition, for each Contract funded by SLC, SLC may pay the Dealer a fee (the “**Dealer Participation**”) to be determined, from time to time, in SLC’s sole discretion. In the event Customer defaults on the Contract within 90 days of such Contract’s execution, Dealer shall return any Dealer Participation fee to SLC within 30 days of Dealer’s receipt of notice from SLC of such default..


SLC will pay the Contract Lease Amount and the Dealer Participation, less any obligation of Dealer to SLC, to Dealer no later than 5 business days after receipt of the approved and executed Contract. If the sum of the Contract Lease Amount and the Dealer Participation is less than any obligation of Dealer to SLC, the shortage will be promptly paid to SLC by Dealer, but in any event no later than 10 days from the Funding Approval Date. SLC reserves the right to set off and subtract from any amounts due Dealer, any chargeback amounts, credit memo amounts, or any other amounts owed by Dealer to SLC.

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2. **Perfection of Ownership Interest in Vehicles Covered by Leases:** As directed by SLC, Dealer will prepare and forward the application for title and registration for the Vehicle showing SLC's interest in the Vehicle by or before ten (10) days after the funding of the Lease package and the Customer receives possession of the Vehicle. Dealer will file and record all documents necessary to perfect a valid and enforceable ownership interest in the Vehicles held by SLC, . Dealer will send SLC proof of filing to SLC immediately. Proof of filing may include the filing receipt and related documents. Time is of the essence with regard to this Paragraph 2. In the event that SLC does not receive perfection of ownership within ninety (90) days, Dealer agrees to purchase the Lease from SLC upon demand for the amount of the unpaid balance of such Lease.

With the cooperation of Dealer, SLC will accomplish all inspections, registrations, and licensing of a Vehicle which may be required during the term of the Lease, and will collect all costs and expenses thereof directly from the Lessee. Dealer will cooperate and provide assistance with all necessary title, lien, and/or registration renewals and issues, as reasonably requested by SLC.

3. **Dealer's Representations and Warranties:** As to each Contract sold to SLC, Dealer warrants that as of the date of sale:
- a. it is (i) duly organized, validly existing and in good standing under the laws of the state of its organization and in each location where it conducts its business; (ii) has all necessary power and authority to enter into this Agreement and enter into Contracts and that each of such agreements shall constitute a valid and binding agreement of Dealer and (iii) is duly qualified to do business in all jurisdictions where such qualification is legally required.
 - b. At the time of executing Contracts, and prior to any assignment of such Contracts, Dealer is licensed and authorized to enter into such Contract in each jurisdiction where the provisions of the Contract are negotiated, the Contract is executed and the Vehicle (if Contract is a Lease) is delivered.
 - c. If Dealer conducts business under a fictitious trade name or trade style, Dealer has and shall comply with, all applicable laws relating to the doing of business under a fictitious trade name or style.
 - d. SLC has provided Dealer with a copy of SLC's fair leasing policy statement, attached to this Agreement as Appendix C, addressing SLC's commitment to fair, no-predatory and non-discriminatory leasing, and to compliance with all laws prohibiting unfair and deceptive practices, and Dealer acknowledges receipt of such fair leasing policy statement. Dealer agrees to comply with SLC's fair leasing policy statement during the entire term of this Agreement and understands that any failure to comply shall be grounds for immediate termination of this Agreement. In addition, any Contract which has been executed and was found not to be in compliance with such policy statement shall constitute a breach of this Agreement.
 - e. Dealer has caused title to the Contract and any related Vehicle, free in either instance, of any lien or encumbrance or claim or defense by the Customer, to be conveyed to SLC or its designee.
 - f. The Vehicle leased under any Lease actually has been delivered to Lessee and is free from any lien or encumbrance except those in favor of SLC or Lessee.

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- g. Dealer shall not lease, sell or offer to lease to SLC any vehicle which may have a “branded” title. By way of example, a “branded” title includes such titles, but is not limited to the following: totaled, reconditioned, salvaged, junked, damaged, rebuilt, warranty returned odometer discrepancy, flood,. In the event that Dealer leases or sells to SLC a “branded” title, Dealer agrees to repurchase the Contract from SLC for the amount of the unpaid balance of such Contract in addition to any fees and expenses incurred by SLC.
 - h. The Contract and any other related instruments or necessary document have been duly authorized and executed by the Customer, constitutes the Customer’s valid and binding agreement, and has been duly executed by Dealer and the Customer at Dealer’s premises.
 - i. The statements in the Contract and in any other instrument executed in connection therewith were delivered to the Customer at the time of execution.
 - j. Dealer completed the lease transaction or retail installment sale in accordance with all applicable federal, state and local laws and regulations including making all disclosures required in the Contract, in any other document executed in connection with the Contract, and in any advertisement of the transaction and in any related purchase order.
 - k. Dealer acknowledges that SLC assumes no risk or liability with respect to a Vehicle or Contract for any event which occurs prior to SLC’s purchase of such Vehicle or Contract.
 - l. If a Lease, the Vehicle was not repurchased at any time by the manufacturer or any prior seller as a result of a lemon law claim, settlement or other action.
 - m. The Dealer, its agents or employees have not engaged in any conduct, action or inaction that may arise to Customer’s having a defense, offset or counterclaim as to the enforcement of the Contract(s) arising out of the conduct of Dealer, its agents or employees.
 - n. All persons in possession of the Vehicle have signed the Lease as Lessees.
 - o. All Agreements of Dealer with respect to any Vehicle, other than agreements relative to its acquisition by Dealer, are contained either in a Lease or in this Agreement, and neither Dealer nor any of its employees or agents has made any oral or written promise, affirmation, warranty or representation to the customer that is not contained in any Contract.
 - p. Dealer has accurately disclosed any cash down payment or trade-in allowance.
 - q. Dealer is responsible for accurately applying the current and proper tax rates applicable to the Contract transaction and for entering the current and proper tax rates in to the Contract, into any communications with SLC, and into any Contract related documents. In the event Dealer collects any tax from Customer, Dealer represents and warrants that it will remit such tax to the applicable taxing authority and hold SLC harmless from any taxes due, late fees, penalties or other costs related to this collection of taxes.
 - r. There are no actions, suits, or proceedings pending, or to Dealer’s knowledge, threatened, against or affecting Dealer or the properties of Dealer before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, if determined adversely to Dealer, would have a materially adverse effect on the ability of Dealer to perform its obligations hereunder, or under any warranty of Dealer relating to any Vehicle or Contract.
4. **Indemnification:** Dealer shall be liable to and shall defend, indemnify and hold harmless SLC, its officers, employees, agents and directors from any legal or equitable claims, complaints, injunctive relief, liabilities, damages, demands, suits, costs, set-offs, losses and expenses, including without



limitation, reasonable legal fees, disbursements, fines, penalties, and court costs, incurred by SLC or its respective officers, employees, agents and directors arising out of:

- a. An act, omission or misrepresentation by the Dealer that breaches any term or condition of this Agreement or applicable law; or
- b. Any wrongful act or omission by Dealer in connection with the furnishing of any vehicles, goods or services accepted by Lessee pursuant to this Agreement.


If a claim is made against SLC, arising out of an act, omission or breach by Dealer, Dealer shall provide, at its sole expense, legal counsel on behalf of SLC, its successors and assigns, for the defense and settlement of such claim, including losses, and shall reimburse SLC for any reasonable out of pocket costs incurred in the defense. Notwithstanding the foregoing, Dealer shall not settle any claim against SLC that includes an admission of wrongdoing on the part of SLC without SLC's consent. SLC shall, in good faith, provide all reasonable and allowable information as well as reasonable assistance, in resolving such claims. At any point where the parties reasonably believe that a conflict arises between SLC and Dealer, SLC will provide its own defense, but shall reserve its right to seek and obtain costs of defense and indemnification from Dealer, which reimbursement shall be promptly remitted upon request.

If the Dealer's breach, untrue warranty or misrepresentation is made in connection with a Contract, upon SLC's request, Dealer shall purchase the Contract, by paying to SLC (1) the unpaid balance of the Contract, and (2) all losses and expenses incurred by SLC as a result of such breach, untrue warranty or misrepresentation. If a Contract is rescinded by court order due to any act or omission of Dealer, Dealer shall pay SLC (1) the unpaid balance of the Contract, and (2) all losses and expenses incurred by SLC.

5. **Insurance:** Unless prohibited by law, there must be liability and physical damage coverage for both collision and comprehensive losses including, but not limited to, such perils as fire, theft and vandalism, acceptable to SLC, covering the vehicles referred to in Contracts. It is the Dealer's responsibility to verify insurance coverage at the time of delivery of the vehicle to Lessee, and "Speed Leasing Company LLC, its successors and assigns" and "SLC Trust" must be included on the policies as an additional insured and loss payee.

Complete and accurate information about insurance must be furnished to SLC at the time SLC accepts the Contract, including, but not limited to, providing appropriate verification of insurance through an acceptable carrier showing "Speed Leasing Company LLC, its successors and assigns" and "SLC Trust," or any other entity as designated by SLC in writing as an additional insured and loss payee that receives thirty (30) days written notice of any intent to cancel or non-renew. Prior to acceptance of the Contract, such insurance information shall be provided and approved by SLC.

6. **Tax Treatment of Vehicles:** SLC shall be entitled to be treated as owner of any Vehicle purchased by SLC hereunder for federal income tax purposes (unless SLC disposes of such Vehicle), and each Vehicle shall qualify as "new section 38 property" for federal income tax purposes immediately after its purchase by SLC hereunder. Dealer will not take any position on its tax returns or other filings with any taxing authority which is inconsistent with the representation and warranty contained herein.

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7. **Ancillary Contracts:** If an Ancillary Contract is offered by or through Dealer and which Dealer serves as the warranty/service provider, Dealer agrees to purchase the Contract from SLC upon demand for the amount of the unpaid balance of such Ancillary Contract, if a claim or defense is asserted by the Customer under the warranty or service contract, and Dealer is not able to reasonably resolve the dispute with the Lessee within ninety (90) days of the oldest unpaid payment.

In the event Customer defaults under the Lease, any Ancillary Contract executed between Customer and Dealer will be immediately terminable by SLC. Dealer will reimburse SLC on a pro-rata basis for the remainder of the term of the Ancillary Contract. Any pro-rata refund may be set-off against amounts SLC owes to Dealer.


In the event a Vehicle is covered under any applicable manufacturer's warranty at the time of the Vehicle's Contract with SLC, Dealer will make every effort to honor such warranty, in accordance with the terms and conditions of such warranty. Dealer agrees to offer to Lessee any additional Dealer-backed warranty which Dealer, in its ordinary course of business, makes available to any other customer purchasing or leasing a Vehicle.

8. **Repossession, Redemption and Disposition:** Except as provided herein or as otherwise agreed, Dealer will have no responsibility for a Lessee's default or for the disposition of a repossessed Vehicle. However, it is expressly agreed between the parties that in the event that SLC is required to repossess a Vehicle, as set forth herein, that the Dealer, if requested by SLC, will assist SLC in the marketing of the repossessed Vehicle for a period of ninety (90) days subsequent to the repossession. Dealer's responsibilities include repairing and refurbishing the Vehicle to a readily saleable condition along with appropriately marketing same as prudent business practices dictate. Any expenses incurred by the Dealer will be paid by SLC. SLC shall recover such repair/refurbish expenses from the proceeds of the sale of the Vehicle. If after a period of ninety (90) days the vehicle remains unsold, SLC shall dispose of the Vehicle, at its sole discretion, as it sees fit and in accordance with governing laws, and the Dealer will be credited with, and reimbursed for, any additional expenses necessarily incurred during the 90 day period for marketing, or other reasonable expenses. In no event shall SLC be liable for storage fees following the 90 day period, and shall be granted reasonable opportunity to dispose of the vehicle.

The Vehicle Lease will provide that the Vehicle must be returned to the Dealer that originated the Lease or returned to a dealer specifically designated by SLC, at SLC's sole discretion.


Upon the voluntary or involuntary surrender and return of a Vehicle, Dealer shall inspect the Vehicle for any damage, complete an inspection form, and provide SLC with a copy of the inspection form. Dealer may purchase any surrendered Vehicle from SLC at a mutually agreed upon price, although Lessee shall have the first opportunity to purchase the Vehicle, per the terms of the Lease or as required by state statute. In the event Lessee chooses to purchase the Vehicle at the termination of the Lease, Dealer will make available to Lessee all standard credit or financing options which Dealer offers to its customers in the normal course of marketing and selling Vehicles, in order to facilitate Lessee's purchase of the Vehicle from SLC.

If Lessee opts to purchase the Vehicle at the conclusion of the Lease term, at the direction of SLC, Dealer will prepare and file the necessary application for title and registration for the Vehicle




indicating the transfer of SLC's interest in the Vehicle to Lessee, by or before five (5) days after the Customer remits payment for the Vehicle. SLC will release its ownership interest with respect to the Vehicle, upon receipt and verification of Lessee's purchase payment. With the cooperation of SLC, Dealer will collect all costs and expenses thereof directly from the Lessee, as needed.


9. **Termination:** SLC or Dealer may terminate this Agreement upon written notice to the other party, effective immediately. The termination of this Agreement shall not release SLC or Dealer from any obligation incurred with regard to approved Contracts subject to this Agreement or any other agreement. This Agreement, upon execution, shall serve as notice that any previous Agreement between SLC and Dealer is hereby superseded and terminated. SLC shall not have any obligation to fund any Contracts upon receipt of Dealer's termination notice.
10. **Dealer Not Made Agent or Representative of SLC:** Dealer is not an agent of SLC, and Dealer has no express or implied authority to act on behalf of or make any representations whatsoever on behalf of SLC. Dealer is an independent business, supporting its own services. Dealer shall have no authority to assume any obligation on behalf of SLC without the prior written consent of SLC. In addition, Dealer shall not use SLC's name in any way that implies that Dealer is an agent, partner or employee of SLC or has the authority to bind SLC to any agreement. Furnishing Lessees with Contracts and other forms and information provided to Dealer by SLC for delivery to Lessees, shall not be deemed to violate this paragraph.
11. **Sale or Transfer of Dealership:** Upon a sale or transfer of any dealership:
 - a. the successor to the Dealer ("Successor") shall agree, pursuant to all terms and conditions state in this Agreement, to assume all responsibility for any outstanding accounts with SLC, and all charge backs due to early default; or
 - b. the Dealer shall set aside a reserve for the benefit of SLC ("Reserve") from the proceeds of the sale of the dealership equal to 100% of the total of all Dealer Participation fees received during the ninety (90) days prior to sale of the dealership.
 - i. The Reserve shall be held by and for the benefit of SLC.
 - ii. SLC shall have the sole and absolute control over the Reserve.
 - c. Upon expiration of the early default period of ninety (90) days, from the date of the dealership sale or transfer, any remaining funds in the Reserve shall be returned to Dealer.
12. **Compliance with Law**
 - a. Dealer agrees to conduct all transactions related to the terms of this Agreement in accordance with all applicable federal, state and local laws, rules and regulations including, and in no way limited to, the Consumer Leasing Act, the Gramm-Leach-Bliley Act (GLBA), the Equal Credit Opportunity Act (ECOA), the Fair Credit Reporting Act (FCRA), the Truth in Lending Act (TILA), the Electronic Funds Transfer Act (EFTA), the USA PATRIOT Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank"), and the Bank Secrecy Act (BSA), and the implementing regulations for each.
 - b. As part of Dealer's compliance with the USA PATRIOT Act, the FCRA, and the BSA, Dealer shall implement a reasonable Customer Identification Program ("CIP") and record retention program, which may include but is not limited to, the following:

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- i. Verifying the identity of any person applying for a lease with SLC. This includes obtaining an acceptable Driver's License or other acceptable government-issued identification card for all Customers listed on any application for any Contract.
 - ii. Maintaining records of the information used to verify the identity of any Lessee or lease applicant, including name, address, and other identifying information.
 - iii. Develop appropriate and commercially reasonable measures to properly manage and dispose consumer information acquired in the context of business activities with SLC, in all formats and media, including but not limited to electronic records and records maintained in paper-based form or electronic form.

The foregoing is merely a representative list and is not an exhaustive inventory of all ways in which a Dealer can comply with the USA PATRIOT ACT, the FCRA and the BSA.

- c. SLC will remain compliant with all federal and state laws, and implement a reasonable CIP and records retention program, and conform to the implementing federal regulations.
 - d. In adherence to the requirements of the Gramm-Leach-Bliley Act, Title V/Privacy ("GLBA"), the Parties agree to (1) maintain the confidentiality of any nonpublic personal information on consumers as required by law, and (2) use any such information solely for the tasks and purpose for which the information is disclosed or as otherwise permitted, in conformance with the implementing GLBA regulations.
 - e. In the event that any of Dealer's physical or electronic safeguards have been breached, and that non-public personal information has been obtained by persons and/or entities without authority to use or view such nonpublic personal information, Dealer will notify SLC, in writing, as soon as reasonably practicable. Nothing in this section shall be construed to create any third-party beneficiary rights in any consumer or other holder of nonpublic personal information. This clause shall survive termination of this Agreement.
 - f. Failure to comply with this section is a material breach of this Agreement, and may be cause for immediate termination.
13. **Business Practices:** Dealer agrees that in conducting business with SLC, whether by mail, fax, telephone, electronic or any other means, such business will be conducted in accordance with all guidelines and instructions provided by SLC, including but not limited to, user manuals, funding guidelines, term sheets and information provided by any form of communication. Dealer and SLC agree that in conducting all business with each other, such conduct shall be in good faith, and for their mutual benefit.
14. **Breach of Agreement:** In the event Dealer or SLC breaches any term of this Agreement, the breaching party shall be liable for all costs, reasonable attorney's fees, expenses, damages, and other associated losses related to the breach and/or enforcement of the terms of this Agreement.
15. **Verification:** Dealer agrees that SLC, with commercially reasonable written notice, has the right by audit, inspection or other means, to verify Dealer's compliance with this Agreement, at any reasonable time.

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16. **Severability**: If, at any time subsequent to the acceptance date hereof, any provision of this Agreement, or any Supplement or Addendum hereto, shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement or any Supplement or Addendum hereto.
 17. **Integration**: This Agreement (and any Exhibits, Schedules, Supplements or Addenda attached hereto) constitutes the entire Agreement between SLC and Dealer concerning the subject matter hereof and incorporates all representations, promises and statements, oral or written, made in connection with the negotiation of the same.
 18. **Non-Waiver**: The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the full right of such party to require such performance at any time thereafter nor shall the waiver of either party of a breach by the other be deemed to be a waiver of any subsequent breach of such provision.
 19. **Successors and Assigns**: This agreement shall be binding upon and inure to the benefit of the parties' respective successors, assigns, legal representatives, heirs, executors and administrators, as applicable. Dealer may not assign any of its rights or duties under this Agreement without the prior express written consent of SLC.
 20. **Modification**: This agreement may not be varied, altered, amended or supplemented, nor may any of its provisions be waived, except by a writing duly executed by authorized representatives of SLC and Dealer.
 21. **Notices**: Each party has the duty to provide the other party with address change information and updates of any other information which materially affects this Agreement.
Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given under this Agreement shall be in writing and given to the parties at their addresses above. Such notice shall be deemed to have been given as of the date personally delivered, or on the fifth day after deposit in the United States mail, or on the second day after deposit with Federal Express or an equivalent overnight delivery service.
 22. **Governing Law**: This Agreement and the parties' performances due hereunder will be governed by Florida law. The parties expressly consent to personal jurisdiction in Florida and further agree that venue for any and all disputes, claims and lawsuits arising out of or relating to this Agreement, the parties' performances due hereunder and their respective obligations hereunder shall be exclusively in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
 23. **Ambiguities**: The parties to this Agreement represent that they have read and understood each provision of this Agreement and have discussed this Agreement with legal counsel or have been advised to, and have been provided they opportunity to, discuss this Agreement with legal counsel. This Agreement shall not be construed against any party on the ground that the Agreement or any part of it was drafted by one party rather than the other.



24. **Use of SLC's Systems**: SLC will grant and provide Dealer with access to pricing calculators, pricing spreadsheets ("**Pricing Materials**"), and/or a web-based system for use in SLC's lease transactions. Pricing Materials are confidential in nature and shall not be disclosed to any third parties. Dealer agrees access to the web-based system is personal to Dealer and will be provided on a non-exclusive basis to Dealer and its named users only ("**Named Users**") during the Term of this Agreement. Dealer and its Named Users may access the Services and use the features of the Platform only as permitted by this Agreement. Dealer acknowledges and agrees that any breach of this Agreement by a Named User or any other employee agent or contractor of Dealer shall be deemed a breach of this Agreement by Dealer. Dealer shall make no attempt to, and shall not permit any Named User or others to make any attempt to: (a) download, reproduce, copy alter, adapt, modify, improve, translate, create derivative works from, reverse engineer, disassemble, decompile, or otherwise attempt to reveal the trade secrets or know how underlying the SLC systems; (b) interfere in any manner with the hosting of Dealer Portal or the performance of the Services; (c) sublicense, resell or transfer any of Customer's or its Named Users rights under this Agreement.

IN WITNESS WHEREOF the foregoing Retail Lease Account Agreement is hereby executed on this _____ day of _____, 20__.

SPEED LEASING COMPANY LLC

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Speed Leasing Company
Lease Application
support@speedleasing.com
844-390-0717
954-773-8182 fax

Application Date: _____

Application No.: _____

PRIMARY APPLICANT INFORMATION					
First Name		Middle Name		Last Name	
Physical Street Address (no P.O. Boxes)				Apt. / Unit	
City				State	Zip Code
Home Phone		Cell Phone		E-Mail Address	
How long at this address? Yrs _____ Mos _____		Monthly Mortgage / Rent		Own <input type="checkbox"/>	Rent <input type="checkbox"/> Other <input type="checkbox"/>
Date of Birth	Social Security Number	Driver's License Number	State	Expiration Date	
PRIMARY APPLICANT EMPLOYMENT INFORMATION					
Current Employer Name		Address (Street, City, State, Zip)			
Time at Employer Yrs _____ Mos _____	Job Title	Employed <input type="checkbox"/>	Self-Employed <input type="checkbox"/>	Soc. Sec. <input type="checkbox"/>	Phone
		Unemployed <input type="checkbox"/>	Disabled <input type="checkbox"/>	Retired <input type="checkbox"/>	
Gross Monthly Income from Current Employer			Other Monthly Income (amount and explanation)		
CO-APPLICANT INFORMATION					
First Name		Middle Name		Last Name	
Physical Street Address (no P.O. Boxes)				Apt. / Unit	
City				State	Zip Code
Home Phone		Cell Phone		E-Mail Address	
How long at this address? Yrs _____ Mos _____		Monthly Mortgage / Rent		Own <input type="checkbox"/>	Rent <input type="checkbox"/> Other <input type="checkbox"/>
Date of Birth	Social Security Number	Driver's License Number	State	Expiration Date	
CO-APPLICANT EMPLOYMENT INFORMATION					
Current Employer Name		Address (Street, City, State, Zip)			
Time at Employer Yrs _____ Mos _____	Job Title	Employed <input type="checkbox"/>	Self-Employed <input type="checkbox"/>	Soc. Sec. <input type="checkbox"/>	Phone
		Unemployed <input type="checkbox"/>	Disabled <input type="checkbox"/>	Retired <input type="checkbox"/>	
Gross Monthly Income from Current Employer			Other Monthly Income (amount and explanation)		

PERSONAL REFERENCES		
Name	City	State Phone
Name	City	State Phone
Name	City	State Phone
Name	City	State Phone

LEASE REQUESTED (for office use only)			
Vehicle Make	Vehicle Model	Mileage	Year
Dealership Name		Name of Dealer Representative	

Credit reports and motor vehicle records may be requested in connection with this application. Upon request, you will be informed whether or not a credit report or motor vehicle record was requested and, if it was, of the name and address of the reporting agency that furnished the report. Additional credit reports may be requested with respect to any extension or renewal of this obligation.

If your application for a lease is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Speed Leasing Company LLC at 1855 Griffin Rd, Ste B390, Dania Beach, FL 33004-2246, or (844) 390-0717 within 60 days from the date you are notified of the credit decision. You have the right to obtain a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

The Undersigned ("Primary Applicant" and "Co-Applicant" together "Applicant") hereby agrees to and allows Speed Leasing Company LLC (the "Servicer") and/or SLC Trust (the "Lessor") to make credit inquiries to verify the personal and financial information given to the Servicer and/or Lessor on this application for a vehicle lease (the "Lease") and to obtain credit reports and/or commercial credit reports in connection with this application. The Applicant hereby also agrees and allows the Servicer and/or Lessor to obtain motor vehicle records to determine the Applicant's insurability in connection with this application. Servicer and/or Lessor may exchange motor vehicle records about Applicant with its financial partners as part of its investigation process. Applicant acknowledges that the Servicer and/or Lessor is relying upon the information provided by Applicant in this application as well as the personal interview in order to determine the Applicant's qualifications to enter into the contemplated Lease. Applicant agrees that in the event any representation made on this application or otherwise relating to Applicant's financial, personal or licensing condition or any other documents furnished by the Applicant relating to Applicant's financial, personal or licensing condition, shall later prove to be incorrect in any material respect (as determined solely by Servicer and/or Lessor) such shall constitute a default in any Lease entered into by Applicant and Lessor. In such event, Lessor may terminate such lease and immediately take possession of the related vehicle.

I CERTIFY THAT MY ANSWERS ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT FALSE OR MISLEADING INFORMATION IN THIS APPLICATION AND / OR THE PERSONAL INTERVIEW MAY RESULT IN ANY LEASE BEING TERMINATED.

Primary Applicant Signature

Date

Co-Applicant Signature

Date



Appendix C
Speed Leasing Company LLC
Fair Leasing Policy Statement

Speed Leasing Company LLC is committed to leasing fairness and fair leasing practices, both in direct credit transactions and indirect credit transactions.

Federal fair lending laws and regulations expressly prohibit discrimination on the basis of race, color, religion, national origin, marital status, age (provided the applicant is of legal age to enter a binding contract), sex, disability, familial status, receipt of public assistance, or the exercise of good faith of any right under the Consumer Credit Protection Act in any aspect of a loan transaction. These are commonly known as “prohibited basis.”

State and federal laws governing unfair and deceptive trade practices prohibit engaging in practices that misrepresent or omit information that causes customers to be misled as to the true nature of a product or service, or which cause substantial injury to a customer.

Dealer will make SLC products available on a consistent and fair basis, provided the applicants meet SLC leasing guidelines, along with applicable SLC policies and business focuses. Specifically, Dealer shall not discourage an applicant from applying for an SLC product based on a “prohibited basis”.

Dealer shall represent and offer SCL products, ensuring compliance with all laws and regulations prohibiting unfair and deceptive trade practices. Dealer will ensure that information provided to customers and applicants is complete and accurate, that all material product or service features are clearly and accurately disclosed, and that any complaints alleging unfair or deceptive practices are investigated and handled appropriately. Dealer shall communicate any such complaint and the outcome and result of any investigation.

Dealer shall have policies and procedures, as necessary, to ensure compliance with both the technical requirements and spirit of this Fair Leasing Policy Statement.



Dealer Information Worksheet for: _____

Location: _____

Main Phone Number: _____

Website: _____

Who will administer web access?

Who should receive sales leads?

Sales Manager Contact #1

Sales Manager Contact #2

Name _____

Name _____

Phone _____

Phone _____

Email _____

Email _____

F&I Manager Contact #1

F&I Manager Contact #2

Name _____

Name _____

Phone _____

Phone _____

Email _____

Email _____

Funding Contact

Business Development Center Contact

Name _____

Name _____

Phone _____

Phone _____

Email _____

Email _____

Funding Information (Required)

Titles / DMV Processing Contact

Bank Name _____

Name _____

Account # _____

Phone _____

ABA # _____

Email _____

Exact Name on Acct

Account Address

F&I Product Cancellation Contact (Required)

Name _____

Phone _____

Email _____



SPEEDLEASING

Speed Leasing Spiff and Incentive Agreement to Participate Form

At various times Speed Leasing may offer specific dealer partners opportunities to participate in various spiiffs, incentives and contests that could qualify for cash, gifts, trips etc.

Each dealer would have an opportunity to “opt in” at their discretion to participate throughout the year. By signing this form you agree in advance to the terms of any future incentives Speed Leasing may offer your dealership.

There is absolutely no obligation to participate.

Incentives earned will be awarded to the Dealer Designee(s). Up to two designees may participate. Each designee must provide a completed W-9 to be eligible

Dealership Name _____

Designee 1 Name _____

Designee 2 Name _____

Percentage of Bonus _____

Percentage of Bonus _____

Home Address _____

Home Address _____

City State Zip _____

City State Zip _____

Dealer Principal Name _____

Dealer Principal Signature _____

Date _____

Upon receipt of a completed and signed enrollment form, you will be eligible immediately. Any deals already submitted may be eligible to qualify. All designee information is required. Speed Leasing reserves the right to end our programs at any time for any reason.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.