



General Dealer Agreement

Welcome to New Millennium Finance LLC. Enclosed are the contracts and information you will need to do business with us. The purpose of this Agreement is to set forth rules that will govern the purchase of acceptable Paper by New Millennium Finance LLC. Now. Therefore, in consideration of mutual promises contained in this Agreement, the parties agree as follows.

- Dealer's assignments of Paper to New Millennium Finance LLC shall be without recourse except as provided in this agreement or in the agreements. The assignments shall be required to be acceptable to New Millennium Finance LLC on its sole discretion.
- In order to induce New Millennium Finance LLC to purchase Paper, Dealer represents and warrants:
 - Each item of Paper, related information and documents provided to New Millennium Finance are genuine, contain valid signatures of Obligor and Guarantors, correctly state the terms of the transaction, and are true and accurate in every material aspect.
 - All signers had the legal capacity to contract at the time of the signature.
 - Dealer has used its best efforts to make certain that the identity of the Obligor is accurate.
 - The goods and services are truly accurately described in the paper and have delivered to, together with a copy of the paper, and is willingly accepted by the Obligor.
 - All amounts paid by the Obligor at the time of closing have been in fact paid and the Down payment disclosed on the credit application and Paper are consistent with the Down payment made, and were actually paid in cash or merchandise received in trade as shown.
 - Dealer has not made any charge to the Obligor other than amounts disclosed on the Paper such as finance charges, filing fees, or other costs to public officials. New Millennium Finance LLC may require an acquisition fee, which will be deducted from the cash advance and calculated discretely from each deal. The Federal Trade Commission has issued a staff opinion stating that the sale of Consumer Credit Contract to a finance company which charges an acquisition fee is not a Consumer Credit Transaction under the Truth and Lending Act, although the contract itself is subject to the act. Acquisition Fees paid by you to New Millennium Finance LLC have nothing to do with the extension

of credit by you to your Obligor, thus making the disclosure of this transaction to the Obligor unnecessary. **This cost must not be passed on to the Obligor.**

- Title to the Vehicle and services is vested in Obligor under the Paper, and New Millennium Finance LLC holds a valid first lien upon the title. Dealer has taken all the steps required by law to enable the Obligor to register and title the Financed Vehicle in his/her name.
 - The title has not been rescinded; is not in default; is owned by Dealer free and clear of all liens, claims, options, encumbrances and security interests (other than the security interest of New Millennium Finance LLC) and is in all other aspects to the best of the Dealer's knowledge a valid, binding and enforceable obligation of the Obligor at the time the Paper is to be assigned to New Millennium Finance LLC.
 - Title to the Vehicle is not branded, nor is the title required to be branded as rebuilt, salvage, flood or other designation which may decrease the value of the Vehicle and services. If so the Dealer agrees to repurchase the contract.
 - Dealer has verified at the delivery of the Financed Vehicle was adequately insured with a policy or policies covering damages, destruction, and theft and such policies name New Millennium Finance LLC's name as loss payee.
 - Dealer possesses all of the requisite state and other jurisdictional licenses required to engage in its business and to sell Paper to New Millennium Finance LLC.
 - No payments have yet been received on the balance of the purchase price as set forth in the Paper.
 - No representations and warranties have been made by to the Buyer other than those contained in the Paper and the Paper represents the entire agreement of the Buyer and Dealer.
 - Such steps as are necessary to perfect New Millennium Finance LLC's security interest in the Vehicle that have been taken.
 - Dealer has furnished New Millennium Finance LLC with copies of all disclosures required to be given to the Obligor under applicable law in connection with the sale of the Vehicle and the services that are the subject of each Paper, and such disclosures and the manner in which they are given conform to all applicable laws and regulations.
 - The sales transaction and the Paper arising from the sale comply with all applicable federal, state, and local regulations.
 - Dealer has delivered the Vehicle and the Vehicle has satisfied all warranties, expressed or implied, made to the Obligor.
- Upon early termination of Paper, Dealer understands that the Obligor may be entitled to a refund of an amount equal to the unused portion of any premium collected by Dealer or otherwise received by Dealer in connection with the sale of any ancillary product including GAP products, warranty or service contracts. Any refund will be calculated in accordance with the product policy or as applicable by law. Dealer will pay any refund in its possession to New Millennium Finance LLC or Obligor as directed by New Millennium Finance LLC.
 - If there is any breach of Dealer's representations or warranties with regards to any item of the Paper, then upon demand the Dealer shall immediately repurchase that Paper from New Millennium Finance LLC for the repurchase amount, which are all the amounts due under the Paper, including New Millennium Finance's out of pocket expenses, less holdbacks (not

discounts) and unearned finance and insurance charges. Upon payment of such repurchase amount, New Millennium Finance LLC shall reassign the paper to the dealer.

- If Obligor makes a complaint to or raises a defense against the Dealer of New Millennium Finance LLC, upon demand of New Millennium Finance LLC, Dealer will have thirty (30) days to provide a prompt good faith response to attempt to mutually satisfy all parties to the transaction. When responding to the Obligor's complaint or defense, Dealer will comply with all applicable state and federal law regulations.
- New Millennium Finance LLC shall have the sole right to collect the Paper it purchases from the Dealer and to notify each Obligor to pay directly to New Millennium Finance LLC. Dealer agrees not to solicit collections or make any repossession, settlements or adjustments with respect to the Paper it sells to New Millennium Finance LLC and agrees to forward to and notify New Millennium Finance LLC immediately if any payment was received. All communications, inquires, and identical remittances Dealer may receive with reference to said Paper to New Millennium Finance LLC within 24 hours. Further, Dealer shall not accept the return or nor make any substitution of any goods covered by any such Paper except pursuant to New Millennium Finance LLC's written instruction.
 - The financial terms under which New Millennium Finance LLC will purchase Paper from the Dealer will vary as agreed between parties from time to time and from contract. On the purchase of Paper from the Dealer, the reserve account will be credited with general holdbacks. The reserve account is subject to the following condition, the holdback account can be used to offset any Dealer Guarantees and will be released.
 - At New Millennium Finance LLC's discretion, holdbacks and guarantees on a deal is per deal basis. Holdback money can be used to satisfy any account which the Dealer has breached as well as any representations or warranties.
 - New Millennium Finance LLC shall hold and may collect the delinquent Paper after it has been charged to the holdback account, collections of principal thereafter will be credited back to the holdback account less one-third for New Millennium Finance LLC's general expenses after full reimbursement of any court costs, legal, repossession or other fees incurred by New Millennium Finance LLC. However, the Paper charged against the holdback account shall be deemed to be worthless after three years without payment, and New Millennium Finance LLC shall not be liable or accountable to Dealer in any manner for its non-return.
 - If Obligor, Dealer or New Millennium Finance LLC is entitled to a credit due to prepayment, cancellation or charge-off for Service contracts and/or GAP waiver policies Dealer's refund to New Millennium Finance LLC shall be in the same proportion as provided for by the policy multiplied by the amount New Millennium Finance LLC paid Dealer for the policy.
- Prior to purchase of the contract by New Millennium Finance LLC Dealer shall bear the responsibility for loss to the collateral.
- In regards to titles, the appropriate New Jersey vehicle title with New Millennium Finance LLC's lien recorded will be in New Millennium Finance LLC's possession within 30 days from the date the contract is purchased. Otherwise, Dealer will on demand repurchase the contract for the repurchase amount and will hold New Millennium Finance LLC harmless from all damages, losses and costs that may ensue. For New York vehicle titles, the Dealer guarantees the customer will be the registered owner and New Millennium Finance LLC shall appear as the only

security on any certificate of title, now or hereafter, issued. Said dealership agrees to file a financing statement (Notice of our Security Interest Filed for Public record) covering New Millennium Finance LLC's security interest within 30 days of execution of contract, Forms MV50 and MV52, MV901. Failure to do so constitute a breach of Dealer's obligation, Dealer agrees to repurchase the contract. New Millennium Finance LLC does not finance branded titles, salvage, flood, pre-existing frame damage or non-actual mileage vehicles.

- Dealer will indemnify and hold New Millennium Finance LLC and its officers, agents, affiliates and employees harmless from any and all liabilities, losses, costs and expenses (including attorney's fees), resulting from any obligation, liability, or action of Dealer or its agents or losses, cost and expenses (including attorney's fees), resulting from any obligation, liability, or action of New Millennium Finance LLC or its agents or employees. This indemnification shall survive termination of this agreement and is in addition to and not in lieu of any other indemnities now or in the future, whether under other provisions of this agreement or otherwise.
 - Dealer will defend, indemnify and hold New Millennium Finance LLC harmless of any claims by the Obligor with respect to the condition or operation of the Finance Vehicle and the purchase thereof; as well as the preparation of the Paper assigned to New Millennium Finance LLC.
 - Dealer will defend, indemnify and hold New Millennium Finance LLC harmless of any breach of any of the representations, warranties or agreements made by the Dealer in this agreement.
 - Dealer will defend, indemnify and hold New Millennium Finance LLC harmless of any taxes that are the obligation of Dealer that may at any time be asserted against New Millennium Finance LLC with respect to the transactions contemplated herein (other than taxes measured by net income of New Millennium Finance LLC), including, without limitation of any sales, gross receipts, general corporation, tangible or intangible personal property, privilege, or license taxes and if any warranty or extended service agreement written in connection with the contract is canceled and any unearned or returned premium or charge is refunded to the Obligor by Dealer or credited to Obligor by Dealer, Dealer agrees to pay the same amount to New Millennium Finance LLC.
- In addition to amounts for the reserve account, there are other kinds of holdbacks that the Dealer may allow New Millennium Finance LLC to take from time to time. These are specific holdbacks and discounts.
 - Specific holdback applies to the specific contract from which it was taken. When that specific contract is paid in full or when a specified number of monthly payments has been made, if earlier, the specific holdback will be paid to the Dealer.
 - Discounts belong to New Millennium Finance LLC forever, and New Millennium Finance LLC is no way obligated to account for it to the Dealer.
- This agreement shall insure the benefit of and bind New Millennium Finance LLC and the Dealer, their respective heirs, representatives, successors and assigns this agreement except with prior written consent of New Millennium Finance LLC.
- Either New Millennium Finance LLC or Dealer may terminate this agreement at any time with or without cause at any time, but such termination shall not affect any obligation on the part of either New Millennium Finance LLC or Dealer arose out of the purchase of Paper here under prior to termination.

- Each of the parties to this agreement hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this agreement, and note, any other Amendment, instrument, document or Agreement delivered or which may be in the future delivered in the connection herewith or therewith, and agrees that any such action or proceedings shall be tried in before a court and not before a jury.

Dealer agrees to follow all federal and State Laws regarding advertising and fair lending, compliance,, ECOA, Regulation Z, Civil Rights Act of 1866, "Privacy Act", "Patriot Act" all applicable State and Federal Laws. NY Dealers are also required to follow New York Personal Property Law; Article 9 as well as New York Executive Law 296A. Dealer also agrees to follow proper Red Flag Procedures and to be in compliance with the Fair and Accurate Credit Transactions Act of 2003.

Dealer must be a validly existing as a legal entity (corporation, partnership, sole proprietor, LLC, etc.) and is in good standing under the laws of the state which it operates, with full power and authority to own its properties and to conduct its business, and has had at all relevant times. It shall have power, authority and legal right to execute and sell contracts to New Millennium Finance LLC. Dealer is duly qualified to do business and has obtained all necessary licenses and approvals in all jurisdictions in which ownership or lease property or the conduct of its business requires such qualification. The individual signing this agreement on behalf of the Dealer has the power and authority to execute and deliver this agreement and to carry out its terms and the execution on behalf of Dealer.

New Millennium Finance LLC requires a copy of your Automobile Dealer's License at time of sign up.

Agreement Acceptance: This Dealer Agreement and the Guaranty, if any, set forth below are not affective until signed at its executive office located in Spotswood, New Jersey.

New Millennium Finance LLC
 19 Snowhill Street, Suite C
 Spotswood, NJ 08884

Dealer: _____
 By: _____
 (Officer, Partner or Owner)

Dealer's Authorized Signers:

 Name and Title

 Name and Title

