
Santander Consumer USA Inc. (SCUSA)

Non-Recourse Dealer Retail Agreement

This is a Non-Recourse Dealer Retail Agreement between Santander Consumer USA Inc., an Illinois corporation, and the undersigned dealership ("Dealer").

1. DEFINITIONS. As used herein:

- A. Agreement means this Non-Recourse Dealer Retail Agreement as may be amended from time to time in accordance with Section 21 herein.
- B. Buyer means any person, including any co-Buyer or guarantors(s) who enters into a Contract with Dealer for the purchase of a Vehicle.
- C. Contract means a retail installment sale Contract, conditional sale Contract, or other document providing for the payment by Buyer to Dealer of funds in connection with a retail credit sale of a new or used motor vehicle owned by Dealer to Buyer; and,
- D. Vehicle means the new or used motor vehicle owned by Dealer that is the subject of a Contract.

2. SALE AND PURCHASE OF CONTRACTS; DOWN PAYMENTS FOR CONTRACTS

- A. Contract Documentation and Sale. If Dealer wishes SCUSA to purchase a Contract hereunder, Dealer shall furnish SCUSA with (i) the transaction's proposed terms, (ii) any credit information Dealer has regarding Buyer, and (iii) such other information as SCUSA shall request. Upon receipt of all required documentation, SCUSA shall decide in its sole discretion whether it will purchase a Contract. Santander Consumer USA Inc. shall give Dealer an approval number for each approved transaction. Upon receipt of such approval number, Dealer shall procure all documents requested by SCUSA, including evidence of physical damage insurance covering the Vehicle as required by SCUSA. Upon receipt by Dealer of the documents requested by SCUSA, each properly executed by Buyer and approved by Dealer, Dealer shall execute those documents required to be executed by the seller and shall thereafter deliver the Vehicle to Buyer. Following such execution of the Contract and subsequent delivery of the Vehicle, Dealer shall promptly forward to SCUSA the Contract and other documents required by SCUSA after which SCUSA may purchase the Contract in accordance with Section 2B. Dealer is not obligated to sell to SCUSA any Contract, notwithstanding SCUSA's approval of such Contract for purchase.
- B. Purchase Price and Payment. When SCUSA approves a Contract for purchase, it shall pay to Dealer such price as SCUSA shall from time to time establish for the purchase of Contracts, so long as Dealer provides to SCUSA documents required by, and in a form satisfactory to, SCUSA, within 30 days of SCUSA's issuance of any approval number for the transaction. Nothing in this Agreement shall be construed to obligate Dealer to sell Contracts to SCUSA or to obligate SCUSA to purchase Contracts from Dealer.
- C. Down Payments. Dealer shall collect all amounts due from the Buyer in full as a down payment pursuant to a Contract purchased by SCUSA hereunder in the form of check, cash, or certified funds prior to SCUSA's purchase of the Contract. It is expressly acknowledged, understood, and agreed by Dealer and SCUSA that a credit card, check drawn on a credit card account, or any other credit transaction is not a valid form of down payment hereunder. If Dealer fails to collect the down payment in full in accordance with this Agreement prior to SCUSA's purchase of the Contract, the Contract shall be subject to immediate Repurchase as defined below at any time during the life of the Contract upon verification by SCUSA of Dealers' failure to collect the down payment in full. The assignment of a Contract hereunder shall not be deemed to have been completed until such time as Buyer's financial institution account has been finally debited for any check or checks provided to Dealer by Buyer as a down payment in connection with such Contract. If Dealer accepts a check as a down payment for a Contract and the check is returned for insufficient funds upon presentment for payment to the entity on which the check is drawn, the Contract shall be subject to immediate Repurchase as defined below. Dealer shall immediately notify SCUSA in writing if any down payment check for a Contract is returned for insufficient funds upon its presentment to the entity on which the check is drawn.

3. PERFECTION OF SECURITY INTEREST

For each Contract purchased by SCUSA, Dealer shall, within thirty (30) calendar days of the date of the Contract or within a lesser time period if required by applicable law, file and record all documents necessary to properly perfect the valid and enforceable first priority security interest of SCUSA in the Vehicle and shall send SCUSA all security interest filing receipts. Dealer shall complete the forms and documents required by applicable law to properly perfect a valid and enforceable first priority security interest in favor of SCUSA and send SCUSA evidence that SCUSA's security interest is noted on the certificate of title or registration, or evidence that SCUSA otherwise has a properly perfected, valid and enforceable first priority security interest in the Vehicle according to applicable law. It is expressly acknowledged, understood, and agreed by Dealer and SCUSA that Dealer is ultimately responsible for the lien perfection required hereunder without regard to where the Vehicle will be registered and without regard to whether the Customer has the ability to perfect the lien him or herself. A Contract shall be subject to immediate Repurchase as defined below and shall remain subject to Repurchase as defined below for the life of the Contract if Dealership fails to (1) file and record, within thirty (30) calendar days of the date of the Contract or within a lesser time period if required by applicable law, all documents required to properly perfect the valid and enforceable first priority security interest of SCUSA in the Vehicle; (2) send SCUSA the filing receipts reflecting said perfection; and/or if (3) Dealer fails to complete the required forms and documents required by applicable law to properly perfect a valid and enforceable first priority security interest in favor of SCUSA and send SCUSA evidence that (a) SCUSA's security interest is noted on the certificate of title or registration, or (b) SCUSA otherwise has a properly perfected valid and enforceable first priority security interest in the Vehicle according to applicable law.

4. ADDITIONAL PRODUCTS AND SERVICES

- A. **Defined.** "Additional Products and Services," or "APS," shall mean service contracts, mechanical breakdown contracts, GAP contracts, credit life and credit accident and health insurance. In addition, the term shall include other products and services acceptable to and approved in writing by SCUSA from time to time. The term "SCUSA APS" shall include such APS offered or marketed by SCUSA from time to time, whether administered, marketed, sold, warranted, or underwritten by SCUSA directly or by a third-party (an "APS Vendor").
- B. **Availability of SCUSA APS.** SCUSA shall make available to Dealer, at SCUSA'S sole discretion, such SCUSA APS as then-currently marketed or offered by SCUSA. Dealer shall use its best efforts to market and sell any SCUSA APS to all of its Buyers. For each kind of SCUSA APS offered by SCUSA and sold by Dealer, SCUSA and Dealer shall execute a Schedule (each, a "SCUSA APS Schedule") to this Agreement setting forth with specificity the instructions, procedures, and terms of sale of such SCUSA APS, including but not limited to a current rate sheet for such SCUSA APS.

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- C. Acceptability of APS.** As may be limited by applicable law, SCUSA will purchase a Contract containing an APS (including SCUSA and non-SCUSA APS) that has been sold and financed by Dealer provided that SCUSA has approved the form, administrator and underwriter of the APS.
- D. Cancellation of APS.** If APS has been sold by the Dealer and financed in a Contract purchased by SCUSA, Dealer agrees that such APS shall be cancelable upon demand by Buyer. Upon such cancellation, Dealer shall immediately notify SCUSA that the APS has been cancelled by the Buyer. Dealer further agrees that any such APS may be cancelable by SCUSA or by operation of law. Upon cancellation, Buyer shall be entitled to a refund of the unearned portion of the cash price of the APS as provided in the APS Contract or as may otherwise be required by law, whichever is greater. As between SCUSA and Dealer, Dealer agrees to pay to Buyer or to SCUSA, as appropriate, any refund due to Buyer under the terms of an APS Contract but not paid to Buyer within 15 days of cancellation. Dealer's liability under this Section shall be limited to the amount Dealer collected and retained or otherwise received, directly or indirectly, in connection with the sale of the APS which is determined by the foregoing standards to be subject to refund. Dealer shall remit its portion of the refund and any portion of Buyer's refund received by Dealer to SCUSA, Buyer, or to a third party, if required by law, within 15 days of cancellation and as directed by SCUSA. Such refund may, if so provided in the related Contract, be subject to a security interest of SCUSA therein.
- E. Dealers APS Obligations.**
- Dealer shall follow all written instructions and procedures relating to any APS as outlined in the applicable APS Schedule.
 - SCUSA or the applicable APS Vendor shall monitor and review Dealer's sales production on a monthly basis.
 - Dealer agrees to remit, upon receipt of the monthly statement from SCUSA, the amounts prescribed by the applicable APS Schedule.
 - Dealer shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any APS or any performance thereunder, or to incur any liability on behalf of SCUSA or any APS Vendor.
- F.** SCUSA agrees to supply available forms, advertising, and promotional materials for use by Dealer with regard to APS to be sold by Dealer. Any and all such materials shall remain the property of SCUSA, and Dealer shall promptly return same to SCUSA in the event of termination of this Agreement.
- 5. BOOKS, RECORDS AND FINANCIAL STATEMENTS**
- Dealer shall maintain complete and accurate records concerning the sale to SCUSA of each Contract and underlying Vehicle, and all other transactions affecting the Vehicle. SCUSA may, at any time upon reasonable notice, inspect Dealer's records or require Dealer to provide information, documentation, and the like to SCUSA. Dealer hereby agrees to cooperate with all such requests made by SCUSA for information, documentation, and the like that SCUSA in its sole discretion determines is necessary in conjunction with any investigation by any federal, state, or local government agency, Better Business Bureau, or similar organization, or in conjunction with any investigation preparatory or subsequent to any litigation or administrative proceeding to which SCUSA is a party, without regard to whether Dealer is or may become a party and without regard to whether Dealer may or may not ultimately bear any liability in such litigation or administrative proceeding.
- 6. PAYMENTS FROM BUYER**
- Should any payment be made to Dealer under a Contract sold to SCUSA, Dealer shall receive such payment in trust and shall remit it to SCUSA immediately in the form received for credit to such Contract.
- 7. POWER OF ATTORNEY**
- Dealer authorizes SCUSA to sign and endorse Dealer's name upon any checks, drafts, money orders or other forms of payment that may come into SCUSA's possession as payment of or on account of any Contract. Dealer authorizes SCUSA to sign its name to any assignment of any Contract to SCUSA and to sign and endorse Dealer's name on any other instrument necessary to carry out the intent of this Agreement. Dealer grants SCUSA specific agency authority to execute Dealer's name on behalf of Dealer to any Contract submitted by Dealer to SCUSA for purchase which such Contract would otherwise fail for the lack of Dealer's signature. This Power of Attorney and grant of specific agency authority shall be irrevocable and shall remain in effect for so long as there are Contracts outstanding that have been purchased pursuant to this Agreement.
- 8. DEALER'S REPRESENTATIONS AND WARRANTIES**
- So long as this Agreement is in effect, Dealer represents, warrants and agrees that:
- If it is a corporation it is and will remain in good standing in the state of its incorporation and it has obtained the necessary resolution of its board of Directors, and all other consents or approvals to enter into and execute the terms of this Agreement.
 - It is properly licensed to finance and sell motor vehicles, any APS and to perform all acts contemplated hereby in the state(s) where it conducts its business.
 - If Dealer conducts business under a fictitious tradename or as a partnership, it is and will remain in good standing in the state of its formation, it has obtained all required authorizations of its partners, and it will remain in compliance with all applicable laws relating to conducting business under a fictitious tradename or as a partnership.
 - All business practices, acts and operations of Dealer (including the sale and financing of insurance or other coverages, the sale and financing of automobiles and APS, and all Contracts and disclosures) are in compliance with all applicable federal, state and local laws, regulations and ordinances, included but not limited to, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z and FTC rules and regulations.
 - Immediately prior to the transfer, sale and/or assignment herein contemplated, the Dealer held good, marketable and indefeasible title to each Contract free and clear of all liens, setoffs charges, and claims. Upon transfer of a Contract, SCUSA shall hold good, marketable and indefeasible title to each Contract free and clear of all liens, setoffs, charges and claims.
 - The Contract and each guaranty and/or additional collateral agreement in connection therewith is a valid, legal, binding obligation entered into by a bona fide and competent person and is legally enforceable by SCUSA as assignee against each purported signatory thereof.
 - Any credit information supplied by Dealer as to the Buyer is true, complete and accurate to the best of the Dealer's knowledge.

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- H. The amounts charged any Buyer(s) for any APS sold and financed in connection with a Contract shall not exceed the amounts permitted by applicable law, nor shall the charge for these or any other products or services sold and financed in connection with a Contract exceed the amount that Dealer charges for these or such other products or services in a cash transaction similar to the transaction evidenced by the Contract.
- I. Dealer has taken all action required by Sections 2A and 3 herein and all actions under applicable law to properly perfect a valid and enforceable first priority security interest in each Vehicle in favor of SCUSA and shall guarantee a properly perfected valid and enforceable first priority security interest in each Vehicle in favor of SCUSA.
- J. The Vehicle and all options therein are accurately described in the Contract, the title to the vehicle does not indicate that it is a salvaged vehicle, that the odometer has been rolled back, that the vehicle has had significant flood or other damage or any other fact that would have a significant adverse effect upon the value of the vehicle; and such Vehicle was delivered by Dealer and accepted without condition or reservation by Buyer.
- K. Dealer does not know of any fact that indicates the uncollectability by SCUSA of any Contract.
- L. Any check given to Dealer by a Buyer has been or will be honored by Buyer's financial institution upon presentation by Dealer and will not be returned to Dealer for any reason, including insufficient funds, closed account or incorrect or incomplete signatures. It is expressly acknowledged, understood, and agreed by Dealer and SCUSA that any use by Dealer of a third-party check-guarantee service or similar service in connection with any check given to Dealer by a Buyer regarding a Contract shall subject such Contract to immediate Repurchase by Dealer as defined below, which such Contract shall remain subject to Repurchase as defined below for the life of the Contract.
- M. **ANTI-MONEY LAUNDERING AND SUSPICIOUS ACTIVITY.** Dealer acknowledges and understands that Santander Consumer USA Inc. / SCUSA is obligated to comply with the provisions of the USA PATRIOT ACT of 2001 (the "Patriot Act"), which includes but is not limited to the requirements of filing Suspicious Activity Reports and establishing a Customer Identification Program. Dealer agrees to cooperate with Santander Consumer USA Inc. / SCUSA in this regard and shall provide appropriate notices to applicants as required under the Patriot Act and shall make available and provide information reasonably requested by Santander Consumer USA Inc. / SCUSA so as to comply with the Patriot Act. Additionally, Dealer agrees to use its best efforts to detect and prevent money laundering and financing of terrorism schemes and to report suspicious activity to Santander Consumer USA Inc. / SCUSA and the appropriate agencies, which activities may include detected or attempted fraud and identity theft.
9. **DEALER LIABILITY**
- A. **Repurchase.** If a Dealer representation, warranty or covenant made herein, or made in the assignment of a Contract to SCUSA is breached, or is untrue, or if Dealer fails to perform any of its obligations to SCUSA hereunder or otherwise, then Dealer shall pay SCUSA immediately upon receipt of SCUSA's demand, one or more of the following amounts at the sole election of SCUSA: (1) the current payoff, as determined by SCUSA, of the breached Contract purchased; (2) all losses and expenses incurred by SCUSA as a result of such breach, or untruth, or failure to perform, including attorneys' fees; and (3) out-of-pocket expenses paid or incurred by SCUSA in connection with the collection of any amount due under any such Contract, including attorneys' fees and costs of litigation, whether by or against SCUSA, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. If Dealer fails to repurchase any Contract as required by this Section 9, SCUSA may, at its option; (i) allow the Contracts to pay to maturity; or (ii) upon 10 days' written notice to Dealer, sell such Contracts purchased from Dealer at public or private sale. In either event, SCUSA may apply the proceeds after deducting expenses and reasonable attorneys' fees, to the payment of Dealer's obligations hereunder, and Dealer shall be responsible for any deficiency. SCUSA will make every reasonable attempt to recover collateral and deliver collateral to dealer to complete repurchase.
- B. **Transfer of Contract.** Upon Dealer's payment of the amount payable under to Section 9A, the Contract may be assigned and/or endorsed by SCUSA to Dealer without recourse and without warranties of any kind and sent to Dealer. Dealer authorizes SCUSA to prepare and to execute, for and on behalf of Dealer and in its name, any instrument that in SCUSA's judgment is needed to effect such transfer.
- C. **Failure to Repurchase.** If Dealer fails to repurchase a Contract as required by Section 9A, SCUSA may, in mitigation of its damages, repossess the Vehicle securing the Contract as may be allowed by applicable law, in which event Dealer will pay SCUSA, in cash upon demand, in addition to any other sums provided for herein, all costs of repossession, including court costs and attorneys' fees, and all costs of reconditioning, storing and reselling the Vehicle.
- D. **Rights of SCUSA Upon Breach.** If Dealer breaches this Agreement in any respect, or any other agreement with SCUSA relating to a Contract, SCUSA shall have, in addition to all remedies provided in this Agreement and at law, the right to immediately terminate this Agreement, and deem null and void any approvals issued for the purchase of Contracts for which SCUSA has not paid the purchase price to Dealer. SCUSA shall have no obligation to purchase from Dealer any Contracts subject to an approval which is deemed null and void pursuant to this Section 9D.
- E. **Dealer Indemnity.** Dealer shall indemnify, defend and hold SCUSA, its employees, officers, directors, agents and assigns harmless from any claims, losses, damages, liabilities and expenses, including attorneys' fees and costs of litigation which relate to a Contract purchased by SCUSA and arise from Dealer's breach or default under this Agreement, Dealer's conduct, the failure of the transaction to comply with Dealer's representations and warranties in Section 8, or result from any act or omission on the part of Dealer.
10. **SETOFFS**
Santander Consumer USA Inc. may deduct from any obligation or funds due Dealer any amount Dealer owes SCUSA. Any monies, Contracts or any property of any nature or description that may come into the possession of SCUSA may be held by SCUSA and applied, at any time, to offset any amounts owing to SCUSA.
11. **ADVERTISING**
Dealer agrees not to identify SCUSA in any advertising placed in any medium (including signs on Dealer's premises) without prior written approval from SCUSA.
12. **EXTENSION OR VARIATION OF CONTRACT**
Dealer's liability hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which SCUSA may grant in connection with any Contract or by the discharge or release of the obligation of Buyer or any other person thereunder by operation of law or otherwise.
13. **CONTRACT FORMS**
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Santander Consumer USA Inc. may furnish Dealer with fill-in-the-blank retail installment Contract forms for transactions to be submitted to SCUSA. However, Dealer may use any Contract form for which SCUSA has given its prior approval. SCUSA makes no representation or warranties of any kind, express or implied, relating to any form used to evidence a Contract.

14. COLLECTION OF CONTRACTS

Santander Consumer USA Inc. shall have the sole right to make collections on all Contracts and Dealer shall not solicit or make any collections or repossessions with respect to any Contract sold to SCUSA, nor accept the return of, nor make any substitution of, any of the subject matter of such Contracts. Dealer shall hold in trust and promptly forward to SCUSA all communications and remittances received in reference to said Contract.

15. WAIVER

Dealer hereby waives any failure or delay on SCUSA's part in asserting or enforcing any right SCUSA may have at any time hereunder. Dealer hereby expressly waives notice of acceptance of this Agreement, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, foreclosures and possessory remedies all as may be permitted by applicable law.

16. DEALER NOT AN AGENT

This Agreement and any action pursuant hereto do not make Dealer the agent or representative of SCUSA for any purpose. Dealer is not granted any express or implied right to bind SCUSA in any manner.

17. TERM OF AGREEMENT

This Agreement shall become effective upon its execution by Dealer and SCUSA and shall continue in force until terminated by either party. This Agreement may be terminated at any time by either party by written notice to the other, but such termination shall in no way affect the obligations of the parties on Contracts theretofore acquired by SCUSA, except that insofar as there may be an agreement provided for rate participation, such agreement will likewise be terminated.

18. NOTICES

Except as expressly permitted in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be effective upon personal delivery or deposit in the U.S. mail, postage prepaid and properly addressed as stated below. Each party shall promptly provide the other with notice of any change in address.

19. BINDING AGREEMENT; NO ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, provided, however, that Dealer shall not assign this Agreement or any rights hereunder by operation of law or otherwise without SCUSA's prior written consent.

20. CREDIT INVESTIGATION

Dealer authorizes SCUSA to investigate Dealer's creditworthiness and credit capacity as may in SCUSA's discretion be necessary from time to time.

21. AMENDMENTS

This Agreement shall be amended either by a separate writing which is dated and executed by both SCUSA and Dealer, or by a separate writing forwarded to and received by Dealer from SCUSA, in which case the amendments contained therein shall be deemed accepted without qualification by Dealer upon the issuance pursuant to Dealer's request of the first Contract approval number from SCUSA following the Dealer's receipt of such writing. In addition, this Agreement may be maintained on SCUSA's Internet web site, in which case it may be amended by notice from SCUSA to Dealer of a modification in the Agreement as maintained on the web site, in which case the amendments contained on the web site shall be deemed accepted without qualification by Dealer upon the issuance pursuant to Dealer's request of the first Contract approval number from SCUSA following the Dealer's receipt of such writing.

22. REMEDIES

Santander Consumer USA's rights hereunder are cumulative and not exclusive. Any rights available to SCUSA pursuant to the Uniform Commercial Code or any other remedy at law or equity may be exercised by SCUSA and any failure by SCUSA to exercise its rights hereunder shall not operate as a waiver of such rights. In no event will SCUSA ever be liable for incidental or consequential damages under this Agreement.

23. ENTIRE AGREEMENT; RULES OF CONSTRUCTION, APPLICABLE LAW

This Agreement is the entire Agreement between SCUSA and Dealer regarding the purchase by SCUSA from Dealer of Contracts as defined above. It is expressly acknowledged, understood, and agreed by Dealer and SCUSA that, should Dealer assign any particular Contract to SCUSA pursuant to an assignment provision contained in such Contract itself, Dealer and SCUSA hereby revoke the terms of any such assignment and intend that this Agreement shall control the assignment of such Contract by Dealer to SCUSA. Section headings are included in this Agreement for reference only and do not affect the interpretation of this Agreement. In this Agreement, the singular shall include the plural and the plural shall include the singular, unless the context requires otherwise. "Including," shall mean, "including, without limitation." This Agreement shall be interpreted pursuant to the laws of the State of Texas. Should any part of this Agreement be determined to be unenforceable by a court, such enforceability shall not affect the rest of this Agreement.

24. REPRESENTATIONS OF SCUSA

All business practices, acts, and operations of SCUSA, including the sale and financing of insurance or other coverages, the financing of automobile, and all Contracts and disclosures, are in compliance with all applicable federal, state and local laws, regulations and ordinances, including the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z, and FTC rules and regulations.

25. INDEMNITY BY SCUSA

Santander Consumer USA Inc. shall indemnify, defend, and hold Dealer harmless from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys fees, asserted by any Buyer arising out of any act, failure to act, or service provided by SCUSA, its employees, agents, or representatives, and SCUSA will be responsible for any losses incurred by Dealer as a result thereof.

26. ATTORNEYS FEES

In the event of any dispute between Dealer and SCUSA arising out of this Agreement, the prevailing party will be entitled to recover its reasonable and necessary attorneys' fees and court costs.



**SANTANDER CONSUMER USA
USE ONLY**

Accepted:
Santander Consumer USA Inc.

By: _____

_____ Title _____ Date

Santander Consumer USA Inc.
8585 N. Stemmons Freeway
Suite 1000-North Tower
Dallas, TX 75247

Vendor ID # _____

POA No POA

FAILURE TO COMPLETE THE BELOW PORTION IN ITS ENTIRETY WILL RESULT IN THE ENTIRE AGREEMENT BEING RETURNED FOR COMPLETION.

*By signing below, the undersigned (which **MUST** be the Owner, CFO, COO, President or Authorized Signer) hereby certifies that all information contained in this Dealer Agreement Packet (including the Dealer Principals Form on page 6) is correct.*

Accepted:

Signature

Printed Name

_____ Title _____ Date

Corporate Address

Phone

_____ City _____ State _____ Zip

Federal tax I.D. Number

Non-Recourse *Signature Card*

DEALER CORPORATE USE ONLY

I, _____, Secretary of _____ hereby certify the following resolution was unanimously adopted, and that said resolution remains unchanged and in full force and effect on this date _____.

RESOLVED, that each and any of the following persons be, and he is hereby authorized and empowered in the name and behalf of this corporation, to execute and/or endorse any and all documents or instruments, including (without limiting the generality of the foregoing) promissory notes, acceptances, agreements, or any assignments thereof, in connection with any transactions between this corporation and Santander Consumer USA Inc. under the Dealer Retail Agreement.

Name	Signature	Title, if any
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and it was further **RESOLVED**, that any previous authorization of any person whose name and signature do not appear in the foregoing authorization be and the same is whereby revoked, provided, however, that any aforesaid document or instrument executed in the name and behalf of this corporation by any such person and accepted by Santander Consumer USA Inc. prior to receipt by it of a certified copy of these resolutions shall be, and may be relied upon by Santander Consumer USA Inc. as, the authorized act of this Corporation, notwithstanding such revocation.

In witness whereof, I have hereunto set my hand _____ this ____ day of _____, 20 ____.

_____ (Secretary)

DEALER PRINCIPAL IDENTIFICATION FORM

LIST THE NAMES OF ALL EXECUTIVE OFFICERS, PRINCIPAL SHAREHOLDERS, PARTNERS, MEMBERS, AND / OR DIRECTORS, WHO OWN (10% OR MORE), CONTROL, OR HAVE THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF THIS DEALERSHIP. *Please note: This information is needed to comply with Santander Consumer USA AML Policies.*

DEALER INFORMATION

dealership name

physical address

city, state and zip

primary contact phone

other phone

PERSON #1

name

title

home address

city, state and zip

date of birth

PERSON #2

name

title

home address

city, state and zip

date of birth

PERSON #3

name

title

home address

city, state and zip

date of birth

PERSON #4

name

title

home address

city, state and zip

date of birth

PERSON #5

name

title

home address

city, state and zip

date of birth

PERSON #6

name

title

home address

city, state and zip

date of birth

DBA IDENTIFICATION FORM

LIST ALL DBAs TO WHICH THIS AGREEMENT APPLIES. Continue on an additional sheet if necessary.

DBA #1

dealership name/dba

federal tax i.d. number for this location

this dealership location physical address

city, state and zip

primary financial contact

finance phone

finance fax

accounting contact

accounting phone

accounting fax

check mailing address

city, state and zip

overnight company and account#

DBA #2

dealership name/dba

federal tax i.d. number for this location

this dealership location physical address

city, state and zip

primary financial contact

finance phone

finance fax

accounting contact

accounting phone

accounting fax

check mailing address

city, state and zip

overnight company and account#

DBA #3

dealership name/dba

federal tax i.d. number for this location

this dealership location physical address

city, state and zip

primary financial contact

finance phone

finance fax

accounting contact

accounting phone

accounting fax

check mailing address

city, state and zip

overnight company and account#

DBA #4

dealership name/dba

federal tax i.d. number for this location

this dealership location physical address

city, state and zip

primary financial contact

finance phone

finance fax

accounting contact

accounting phone

accounting fax

check mailing address

city, state and zip

overnight company and account#

DEALER AFFILIATION

Please note: This information is needed to keep your dealership active with Santander Consumer USA.

This form must be completed by an OWNER, PARTNER, MEMBER, DIRECTOR, COMPTROLLER OR SOMEONE WHO HAS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF THIS DEALERSHIP.

PRIMARY DEALER INFORMATION

Check here if your dealership is not affiliated with any other dealership (no affiliations)

DEALERSHIP NAME

SIGNATURE

PHYSICAL ADDRESS

PRINTED NAME

CITY, STATE AND ZIP

TITLE

PRIMARY CONTACT NUMBER

(FOR EXISTING DEALERS) SANTANDER CONSUMER USA VENDOR #

#1 DEALERSHIP

#2 DEALERSHIP

dealership name/dba

dealership name/dba

federal tax i.d. number for this location

federal tax i.d. number for this location

this dealership location physical address

this dealership location physical address

city, state and zip

city, state and zip

(For existing dealers) Santander Consumer USA Vendor#

(For existing dealers) Santander Consumer USA Vendor#

#3 DEALERSHIP

#4 DEALERSHIP

dealership name/dba

dealership name/dba

federal tax i.d. number for this location

federal tax i.d. number for this location

this dealership location physical address

this dealership location physical address

city, state and zip

city, state and zip

(For existing dealers) Santander Consumer USA Vendor#

(For existing dealers) Santander Consumer USA Vendor#

Duplicate this form if you have more than four stores.



CONSUMER

RETAIL INSTALLMENT CONTRACT
ACH PAYMENT REQUEST

Automatic Check Payments – Fast, Reliable, Safe and FREE

- Checkmarks for: No time spent waiting on checks to be delivered by the USPS or the cost of having your check sent overnight mail to your address; Timely delivery of your funds; Automatic payments are extremely accurate, and all account information is kept confidential

To sign up for ACH payment, complete and sign this authorization form and return it by fax.

Receipt of the complete and accurate request form will ensure ACH set-up and implementation will occur within one week.

By Execution hereof the undersigned company ("Company") hereby elects to receive ACH Payment from Santander Consumer USA Inc., formerly known as Drive Financial Services ("Drive"), d/b/a Santander Auto Finance. Company hereby represents and warrants that Company's execution and delivery of this authorization have been duly authorized, and that the person executing this authorization on behalf of Company is fully authorized to execute it. Santander Consumer USA Inc. reserves the right to amend this program at any time.

Company Name: _____ (If applicable) Dealer ID#: _____
Company Address: _____
Contact Name: _____ (If applicable) Drive ASM: _____
Contact E-mail: _____ Contact Phone: _____

BANK INFORMATION The following information is required to process your application. Please confirm with your bank that the ABA Routing Number you provide is ACH compatible. Failure to do so may result in a delay in processing your application and/or timely delivery of your funds.

Beneficiary Account Information *required

Beneficiary Bank Information *required

*Account Name

*Bank Name

*ABA Routing Number

*Bank Contact Name and Phone

*Account Number

*Bank Address

Drive may cancel this authorization at any time by providing Company written notice. Such cancellation will be effective five (5) business days after receipt of such notice.

Please complete this entire form and fax to:

Santander Consumer USA Inc.
Attn: Treasury ACH
Fax: 214-615-3971

DEALERSHIP AUTHORIZATION

By: _____
Name: _____
Title: _____

