



DEALER CONTRACT PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 20____, between Loud Financial, LLC ("LOUD"), and _____ ("Dealer").

WHEREAS, in the course of the Dealer's business of selling new and used motorcycle vehicles ("Collateral"), the Dealer arranges credit terms and obtains from its customers promissory notes, financing statements, and security agreements ("Consumer Paper");

WHEREAS, the parties desire to set forth the terms upon which LOUD will purchase such Consumer Paper from the Dealer; and

WHEREAS, the Dealer is the following type of entity:

- _____ Corporation, organized and existing under the laws of the State of _____.
- _____ General Partnership, organized and existing under the laws of the State of _____.
- _____ Limited Liability Company, organized and existing under the laws of the State of _____.
- _____ Limited Partnership, organized and existing under the laws of the State of _____.
- _____ Sole Proprietorship, with _____ as sole proprietor.

(Check the appropriate type of entity); and

LOUD and Dealer hereby agree as follows:

1. Consumer Paper as used herein shall mean the instrument or instruments that evidence or embody the debt arising from the sale by the Dealer of Collateral to the Dealer's customers, including the promissory notes, financing statements, security agreements, disclosure statements and other documents, and all rights therein, and shall include the term "Consumer Credit Contract" as used in the regulations of the Federal Trade Commission.
2. The parties acknowledge that LOUD and any reference to the "purchase", "purchases" or "purchasing" of Consumer Paper by LOUD shall mean the assignment and transfer of all rights and interests in Consumer Paper from Dealer to LOUD. Upon the completion of any purchase of Consumer Paper hereunder, Dealer will promptly execute any documents requested by LOUD to effectuate such assignment and transfer.
3. "Maker" as used herein means the consumer party entering into the Consumer Paper.
4. LOUD MAY ACCEPT OR REJECT IN ITS SOLE DISCRETION EACH CONSUMER PAPER OFFERED BY THE DEALER. THE PARTIES ACKNOWLEDGE THAT THE LOUD SHALL NOT BE DEEMED TO HAVE ACCEPTED THE PURCHASE OF ANY CONSUMER PAPER UNTIL THE LOUD HAS REVIEWED, APPROVED AND PAID FOR THE CONSUMER PAPER. THE DEALER ACCEPTS LIABILITY FOR ALL LOSSES INCURRED PRIOR THERETO.
5. The amount to be paid for Consumer Paper purchased hereunder shall be the "amount financed" minus costs if any, as defined in LOUD Current Rate Sheet (Rate Sheet), and added dealer participation as disclosed on the Consumer Paper. The purchase price shall be paid to the Dealer upon assignment of the Consumer Paper and corresponding copies of clear title to the collateral or title application to LOUD. The amount financed can include reasonable costs associated with the purchase of credit insurance, GAP insurance and/or service contracts by a reputable company in

good standing and approved by the Dealer and or the manufacturer. LOUD shall have the right at any time to change its loan advance criteria upon advance written notice to the Dealer. LOUD shall pay Dealer via Automated Clearing House (ACH) within 48-hours of Acceptance. LOUD will pay the Dealer a "net" amount equal to the amount financed, plus Dealer participation, minus LOUD fees, if any. (These fees, if any, will be detailed in the funding report sent to the Dealer prior to funding) Dealer may request to be paid via check or wire in lieu of ACH, in which case LOUD may deduct an additional fee therefore. The Dealer shall provide to LOUD information sufficient to direct funds to be deposited into a designated Demand Deposit Account (checking or savings) at a reputable bank. The Dealer shall notify LOUD no later than 10 days in advance if the originally designated account has been closed, changed, or reassigned.

6. LOUD "Buy Rates" are the rates at which LOUD purchases the Consumer Paper from the Dealer. The Buy Rate is calculated by starting with the wholesale rate posted on the most current LOUD Rate Sheet and adding the Dealer participation to determine the final Buy Rate disclosed to the Maker as the Annual Percentage Rate (APR). The Buy Rate, Terms, and Cap Rate are set forth in Rate Sheet. LOUD shall have the right, at its option and at any time, with written notice to the Dealer, to change the Buy Rate, Terms, and Cap Rate, provided that the change shall affect only Consumer Paper offered to LOUD after the date of the change.

7. Pursuant to the Technology Agreement, LOUD will allow Dealer access to LOUD customer names and affiliations through the use of social security numbers obtained by Dealer from customers in connection with processing the sale of Consumer Paper. Such access will be subject to the requirements of applicable Federal and State law. Access by Dealer to such information will be through LOUD secured website or telecommunication system using access codes assigned by LOUD to Dealer. Dealer shall use its best efforts to protect the security, integrity and confidentiality of the customer information, and shall use the information only for the purpose of determining status, not transfer the information to any other third party, and return the information to LOUD or destroy such information immediately upon completion of processing the purchase of Consumer Paper by LOUD under this Agreement. Dealer shall limit access to customer information to only those employees of Dealer needing to know such information in order to process a Consumer Credit Contract and to no others. Dealer shall indemnify and hold harmless LOUD and each affiliate thereof and their respective officers, directors, servicers, members, employees, attorneys, agents and business partners, for any claims, damages, liabilities, costs, expenses and fees (including attorneys' fees) that result from Dealer's failure to comply with the provisions of this paragraph.

8. In connection with any Consumer Paper, Dealer shall obtain appropriate identification information about each Maker, including the following:

- a. Full name;
- b. Residence and mailing address, if different;
- c. Social security number for U.S. persons'
- d. For non-U.S. persons, one or more of the following:
 - i. U.S. taxpayer identification number;
 - ii. Passport number and country of issue
 - iii. Alien identification card number; or
 - iv. Other government-issued documentation.

9. Dealer hereby represents and warrants to LOUD, to induce LOUD to purchase Consumer Paper hereunder, that as of the date Consumer Paper is offered by the Dealer for purchase, and as of the date LOUD purchases such Consumer Paper, the following:

a. The Dealer is the sole owner of the Consumer Paper and corresponding Collateral and has the right to sell the Consumer Paper to LOUD; the Consumer Paper and Collateral are not subject to any lien, pledge or security agreement other than the security agreement; and the sale of the Collateral will not violate any agreement, order, or decree to which the Dealer is a party or related to the Consumer Paper or Collateral.

b. The person endorsing and transferring the Consumer Paper to LOUD on behalf of the Dealer is authorized to transfer the Consumer Paper to LOUD and is authorized to execute all assignment and transfer documents on behalf of the Dealer. Attached hereto as Exhibit A is the Dealer Authorization Agreement and Resolution which lists all those persons or employees who are authorized to endorse and transfer Consumer Paper to LOUD on behalf of the Dealer, and LOUD may rely on this list without the necessity of further inquiry. Names of persons or employees may be added to or deleted from the attached list by written notice to LOUD, which shall be effective upon receipt by LOUD of the revised list.

c. The Dealer has not made any agreement with any customer affecting LOUD'S rights or obligations, .

d. The Consumer Paper is enforceable according to its terms and is subject to no defenses on the part of any party thereto.

e. All Consumer Paper and related documents delivered to LOUD are genuine and, to the best of the Dealer's knowledge, after due and reasonable investigation, true and correct; the motorcycle sold and delivered to the Maker is adequately and correctly described in such document; the cash down payment and/or trade-in allowance and the total purchase price and the portion thereof financed is accurately stated in such documents; and, to the knowledge of the Dealer, no portion of the cash down payment was borrowed by the Maker.

f. The Dealer has fully complied with all applicable requirements of federal, state and local laws, rules, regulations and orders applicable to the Consumer Paper and Collateral and has complied with all licensing requirements regarding the sale and financing of motor vehicles.

h. The Maker and all co-signers are of legal age and are competent to enter into contracts, and each possesses a current and valid driver's license, with a motorcycle endorsement if required, or if the Maker or Co-signer does not have a license they are listed on the insurance binder, and the signature of the Maker and all co-signors are authentic and genuine and, to the best of the Dealer's knowledge after due and reasonable investigation, true and correct.

i. The Collateral is not a commercial vehicle, and will not be used for commercial, taxi, lease, rental or law enforcement purposes unless approved by LOUD in writing in advance of the purchase of the Consumer Paper. The Collateral is not the subject of a salvage title.

j. The Dealer has no knowledge that the Collateral may be used for any unlawful purpose which could result in its seizure by any federal, state, or local law enforcement authority.

k. The Dealer has verified that all Collateral is covered by a policy of collision and comprehensive insurance from a reputable insurance company in a minimum amount to cover the cost of replacement of the Collateral in the case of collision, and, if greater, in a minimum amount as required by law for comprehensive insurance. The minimum deductible will not exceed one thousand dollars (\$1,000) at any time during the contract.

l. The Consumer Paper is fully transferable and assignable to LOUD as contemplated herein.

m. Dealer has taken all actions under its organizational documents, including the passage of resolution by its Board of Directors, Trustees, Partners, Members, or other governing body required to enter into this Agreement and to carry out the terms and conditions of this Agreement, and the individual or individuals executing this Agreement on behalf of the Dealer have the authority to do so. Exhibit A attached hereto is the Dealer Authorization Agreement and Resolution evidencing such action.

n. Upon the Dealer's breach of any of its representations and warranties stated herein and LOUD's written demand for repurchase, the Dealer shall repurchase the Consumer Paper and LOUD's interest in the Collateral. Such repurchase shall be completed within seven (7) days after LOUD's demand, and shall be made by payment to LOUD of the then unpaid principal balance of the Consumer Paper, together with accrued but unpaid interest thereon, plus expenses incurred by LOUD during the transaction. Upon receipt of payment, LOUD shall assign the Consumer Paper and any interest in the Collateral to the Dealer. LOUD has the right to offset against any amounts due to Dealer in the event repurchase is not completed in seven (7) days.

10. The Dealer shall indemnify and hold LOUD harmless from any loss arising from a claim by the Maker where final adjudication determines Dealer caused such loss by its actions in violation of the terms of this agreement.

11. Dealer shall file and perfect all liens related to the Collateral and the Consumer Paper. In the event the Dealer fails to do so with respect to any Consumer Paper within sixty (60) days after the payment for such Consumer Paper by LOUD, the Dealer shall repurchase such Consumer Paper from LOUD at the amount described in Section 9.

12. This Agreement shall not be construed as creating any legal relationship between LOUD and the Dealer in the nature of a partnership, joint venture, agency or otherwise, and it is specifically understood that the Dealer shall not be considered as an agent or employee of LOUD for any purpose whatsoever.

13. This Agreement shall remain in full force and effect until terminated at the election of either party by giving the other party no less than thirty (30) days written notice of its intent to cancel this Agreement. In the event this Agreement is

terminated, the applicable terms and conditions hereof shall remain in full force and effect as to all Consumer Paper purchased hereunder by LOUD prior to the effective date of termination.

14. A party's exercise of any right hereunder shall not operate as a waiver of any other right. A party's failure to exercise any right shall not operate as a waiver of such right. All rights granted hereunder available at law or in equity shall be cumulative.

15. This Agreement is binding upon the parties hereto and their successors and/or assigns. The Dealer shall not assign its rights and obligations hereunder, in whole or in part, without LOUD's prior written consent. In the event LOUD gives its prior written consent, the Dealer shall not by reason of any permitted assignment be relieved from its repurchase obligations hereunder, and such obligations shall remain in effect following any assignment by the Dealer. LOUD may assign its rights and obligations hereunder, in whole or in part, without the Dealer's consent.

16. This Agreement shall be governed by the laws of the State of Colorado, and the Dealer hereby submits to the jurisdiction of any State Court located in the County of LOUD's principal place of business.

17. This Agreement may not be amended except by written agreement signed by both LOUD and the Dealer. No right under this Agreement may be waived except in writing executed by the party against whom enforcement of the waiver is sought. Any waiver shall be valid only with respect to the occasion or incident designated in the waiver.

18. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

19. If any provision or portion of this Agreement is determined by a court decision, administrative rule or other governmental tribunal or agency to be invalid, illegal, void or unenforceable by reason of any rule or law, administrative or judicial provision or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect.

20. LOUD, at its sole discretion, has the right to charge-back up to the full amount of DEALER participation as set forth in the consumer paper, paid on loans purchased from the DEALER if and to the extent the loan principle amounts are paid over and above the scheduled principle payments in any amount within ninety (90) days from the contract date of the consumer paper. In the event of principle prepayment LOUD will notify the DEALER and require repayment of the participation paid to the DEALER within three (3) business days of notification.

See next page for signatures.

The undersigned have executed this Dealer Contract Purchase Agreement as of the date first set forth above.

LOUD:

Loud Financial, LLC

Signature

Title

DEALER:

DEALER'S NAME

By: _____

Title: _____

DEALER'S MAILING ADDRESS

DEALER'S MAILING ADDRESS

DEALER'S TELEPHONE NUMBER

DEALER'S FAX NUMBER

DEALER'S WEB ADDRESS

DEALER'S EMAIL ADDRESS

BANK INFORMATION:

NAME OF BANK

ADDRESS OF BANK (BRANCH NAME)

ROUTING NUMBER (FIRST NINE NUMBERS)

ACCOUNT NUMBER (AFTER THE FIRST NINE)

**EXHIBIT A
TO
DEALER CONTRACT PURCHASE AGREEMENT
DEALER AUTHORIZATION AGREEMENT AND RESOLUTION**

The following information is provided to Loud Financial, LLC ("LOUD") in order to induce LOUD to purchase Consumer Paper from the undersigned Dealer ("Dealer") and to otherwise transact business with the undersigned Dealer. Dealer certifies that the information provided in this Agreement and Resolution is complete, true and correct and Dealer understands that LOUD will act in reliance upon the information provided by Dealer in the Agreement and Resolution. Dealer understands and agrees that this Agreement and Resolution is subject to the terms, conditions and resolutions contained herein.

1. Dealer's Name and Address

Legal Name _____

Trade Name, if any _____

Address _____

Dealer Number: _____

Harley-Davidson Dealer number: _____

2. Type of Organization

_____ Corporation

_____ General Partnership

_____ Limited Partnership

_____ Limited Liability Company

_____ Sole Proprietorship

3. Authorization to Transfer Consumer Paper

The following individuals are authorized to endorse and transfer Consumer Paper to LOUD under the terms of the Dealer Contract Purchase Agreement and are authorized to execute all documents on behalf of Dealer in order to sell the Consumer Paper to LOUD. LOUD may rely upon this list without the necessity of further inquiry. This list shall remain in effect until terminated or modified by the Dealer by written notice given to LOUD.

Name(s) of persons authorized to transfer Consumer Paper to LOUD:

Printed Name	Title	Specimen Signature

4. Corporate Resolution

If Dealer is a corporation, Dealer certifies that:

- (a) The Corporation is duly organized and existing under the laws of the State of _____.
- (b) A resolution authorizing the entering into and execution of the Dealer Contract Purchase Agreement with LOUD was duly adopted at a regular or special meeting of the Board of Directors of said corporation held in accordance with the Charter, Articles of Incorporation and Bylaws of said corporation at the offices at _____ on the _____ day of _____, 200__, at which a quorum was present.
- (c) The resolution appears in the minutes of the meeting of the Board of Directors and it has not been amended or rescinded.
- (d) The resolution is in conformity with the corporation's Charter, Articles of Incorporation and Bylaws.
- (e) The powers and authority will continue until amended or until written notice of revocation has been delivered to LOUD signed by the President and Secretary of the Dealer and accompanied by a Resolution of the Board of Directors of the Dealer and LOUD has had a reasonable period of time to note any changes on its records. All Similar resolutions previously delivered to LOUD are hereby rescinded and canceled effective upon LOUD's receipt of the resolution and upon expiration of a reasonable period of time to note any changes on its records.

5. Partnership Authorization

If the Dealer is a Partnership, the Dealer certifies that:

- (a) The undersigned are all of the partners, general and limited of _____,
(Name of Dealer)

a *general/*limited (*strike as inapplicable) partnership, duly organized and existing under the laws of the State of _____. If all partners do not sign this Agreement and Resolution, the undersigned partners who do sign such Agreement and Resolution represent to LOUD that the Partnership Agreement expressly authorizes the undersigned partners to sign such Agreement and Resolution and further represent to LOUD that the Partnership Agreement does not require all partners to sign this Agreement and resolution.

- (b) The powers and authority will continue until written notice of amendment or revocation has been delivered to LOUD signed by all of the partners (or some lesser number of partners if so authorized by the partnership Agreement) and LOUD has had a reasonable period of time to note any changes on its records. All similar resolutions previously delivered to LOUD are hereby rescinded and canceled effective upon LOUD's receipt of this resolution and upon expiration of a reasonable period of time to note any changes on its records.
- (c) Any and all documents executed in accordance with and pursuant to this Agreement and Resolution shall be as binding upon the partnership as though executed by all of the partners thereof.
- (d) There is no provision in the Partnership Agreement of said partnership limiting the powers of the partners to make the foregoing Agreement and Resolution and that it is in conformity with the provisions of the Partnership Agreement.
- (e) LOUD's knowledge or notice of the death of one or more of the partners shall not be deemed sufficient to constitute knowledge or notice to LOUD of dissolution of the partnership.
- (f) The undersigned agree to notify LOUD in writing promptly upon the addition or withdrawal of any partner or the change of business form or the partnership.

6. Each of the persons named herein has been duly elected or is otherwise duly qualified and presently holds the stated office, title or position. The signatures appearing on this Agreement and Resolution are genuine.

7. Dealer has taken all action under its organizational documents, including the passage of resolutions by its Board of Directors, Trustees, or other governing body, required to execute this Agreement and Resolution and to carry out the terms and conditions of this Agreement and Resolution. The instructions will not violate the terms of any agreement now or in the future governing Dealer's conduct. The individual or individuals executing this document on behalf of Dealer have all authority to do so.

Corporate Seal

DEALER

Dealer's Name

By: _____

Title: _____

NOTE:

If Dealer is a corporation, Secretary and President should sign and the corporate seal should be affixed.

If Dealer is a general partnership, limited partnership or joint venture, all general partners or parties to the venture should sign (unless partnership or joint venture agreement specifically provides to the contrary).

If Dealer is a sole proprietorship, the sole proprietor should sign.

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