

NEW DEALER ENROLLMENT

DEALERSHIP NAME:

ADDRESS: _____

ENROLLMENT DOCUMENTS

- 1. DEALER AGREEMENT
- 2. DEALER INFORMATION SHEET
- 3. ACH ENROLLMENT FORM
- 4. COPY OF VOIDED CHECK, BANK LETTER, OR DEPOSIT SLIP
- 5. FRANCHISE LICENSE (ALL STATES)
- 6. SALES FINANCE LICENSE --- (ONLY APPLICABLE IN: AZ, DE, FL, LA, MI, MN, NH, NJ, NM, PA, SC, TX, WI)
- 7. INCENTIVE AUTHORIZATION FORM & W-9 (OPTIONAL)
- 8. DEALER CONTRACT FORMS
- 9. COPY OF CONSUMER CREDIT APPLICATION
- 10. COPY OF GAP & WARRANTY

***Call for pick up, Fax or Email the completed package to your FIFS Account Manager for activation.



Dealer ID: _____

Dealer Track ID			Activation Date:
Route One ID	DEALER INFORMATIO	<u>ON SHEET</u>	
FIFS Account Manager:			
Corporate Name		Phone #	
d/b/a		Fax #	
Address			
(Street)	(City)	(State)	(Zip)
DEALER GROUP			
Is this dealer in a Dealer Group?: YE			
What's the name of the group? How many dealers are in the group?		_	
Please use the included dealer list (after		s in group or include a list of de	alers.
KEY PERSONEL			
General Manager		mptroller	
Sales Manager		ance Director	
Email Address:			
FINANCE DEPARTMENT			
Special Finance Manager:	Cell Phone:	Email:	
Preferred Method of Contact:			
Finance Phone Line:	Fina	nce Fax Line:	
FUNDING CONTACT Funding Manager:	Coll Phono:	Email:	
Preferred Method of Contact:	Cell Flione	Lindii	
Finance Phone Line:		nce Fax Line:	
HISTORY			
Years Dealership Established:		ars Under Present Ownership:_	
List All New Car Franchises:			
VSC Company			
Product Name:	Admir	nistrator Name:	
Underwriter:			
GAP Company			
Product Name:			
Underwriter:	Rating	g:	
Dealership Doc Fee Disclosure			
Our Dealership charges a documentatio	on fee of \$. This fe	ee is collected for all vehicle pu	rchases regardless of the
financing terms or if the purchaser paid			
Dealership Manager Signature			
Dlease nro	RETURN CONTRACT	the overnight service you prefe	r
Name		Account #	
Fed Ex			
Airborne Express			
UPS			



So that we may submit electronic ACH payment directly to your bank account, please complete the following and <u>attach a</u> <u>voided check or deposit slip:</u>

We hereby authorize First Investors Financial Services (FIFS) to initiate entries to the account at the financial institution named below. These entries are for the purpose of payment of funding proceeds only. In the event an entry is incorrect, FIFS reserves the right to submit correcting entries after notification to your dealership.

Your Financial Institution's Name		
City	State	Zip Code
ansit/ABA# (Always 9-digits)		Account Number

This authority is to remain in full force and effect until FIFS has received written notification of its termination in such time and in such manner as to afford FIFS a reasonable opportunity to act on it. Any changes to the information provided above must be made in writing to FIFS and acknowledged by a corporate officer.

Dealersh	nip Name
Print Name	Corporate Officer's Title
Corporate Officer's Signature	Date
Print Name	Title
Signature	Date
Reason for change in ACH information (if applicable):	

Upon completion of this form by a corporate officer, please return it to Megan Horvitz, FIFS, 5757 Woodway Drive, Suite 400, Houston, Texas 77057 or fax to 1-800-528-2397. If you have any questions concerning ACH please contact our marketing department at (713) 977-2600 or (800) 722-9112.

For Office Use Only: Action ACH Authorization received	By:	Date:
Copy of voided check received		
Entered into APM		
ACH information verified		
ACH turned on		



Dealer Agreement

This Dealer Agreement is made as of the date set forth on the signature page below, between First Investors Financial Services, Inc., a Texas corporation with its principal office located at 5757 Woodway Drive, Suite 400, Houston, Texas 77057 ("First Investors") and the dealer set forth on the signature page below ("Dealer").

- <u>Recitals.</u> Dealer is in the business of originating retail installment sale contacts, conditional sale contracts, and security agreements (individually a "Contract") providing for the payment by consumers (individually a "Buyer") of monies in connection with a credit sale of a new or used vehicle ("Vehicle"). From time to time, Dealer desires to offer and sell to First Investors, and First Investors desires to offer and purchase from Dealer, Contracts in accordance with the terms of this Dealer Agreement, as amended from time to time, with such schedules and addenda, as may be amended from time to time ("Agreement").
- 2. <u>Contract Purchase Program.</u> First Investors shall provide Dealer with the contract purchase program ("Contract Purchase Program") that sets forth the terms under which First Investors will purchase Contracts from Dealer, including but not limited to, purchase price, collateral requirements, dealer participation, chargeback, underwriting and funding guidelines. Notwithstanding the terms and conditions contained within the Contract Purchase Program, Dealer acknowledges that, in no event, shall the annual percentage rate ("APR") of the Contract exceed the maximum rate allowed by law. The Contract Purchase Program is incorporated by reference into this Agreement. Dealer agrees that the Contract Purchase Program may be amended by First Investors it its sole discretion, and Dealer's acceptance of such amendment shall be evidenced by the sale of a Contract to First Investors on or after the effective date of such amendment.
- 3. <u>Application Process.</u> From time to time, Dealer will receive credit applications submitted by Buyers, and Dealer may forward credit applications to First Investors for its consideration and to provide First Investors with the opportunity of making an offer to purchase the associated Contract. As part of Dealer's responsibility under the Fair Credit Reporting Act, as amended, Dealer shall inform the applicant that an application, make a credit decision, and communicate such decision to Dealer, with, if applicable, the terms under which it offers to purchase the Contract from Dealer. First Investors shall, in its sole discretion, determine whether it will make an offer to purchase each Contract offered. In the event an offer is made, it shall be deemed a preliminary approval. First Investors' preliminary approval to purchase a Contact shall be valid for thirty (30) days. Final approval and purchase of the Contract Purchase Program, as amended from time to time, and the satisfaction of any additional conditions communicated to Dealer by First Investors, through the Contract Purchase Program or otherwise. If Dealer accepts First Investors' offer to purchase the Contract, it shall promptly notify First Investors of such decision.
- 4. <u>Conditions of Purchase of Contract.</u> First Investors shall purchase a Contract upon the following conditions (i) receipt of such Contract, the associated credit application, the documentation provided for in the Contract Purchase Program required by First Investors for Contract funding and lien perfection, and any other documentation associated with such Contract as required by First Investors and communicated to Dealer, (ii) receipt of proof of the satisfaction of stipulation(s) specified by First Investors (hereinafter collectively included in the term "Contract"), if applicable (iii) satisfaction, in the reasonable discretion of First Investors, that such Contract is properly completed and executed, and that the conditions, requirements and stipulations previously specified for purchase of such Contract have been met, (iv) the Vehicle shall have been delivered to and accepted without dispute or claim by the Buyer, (v) each of the Contract, (vi) there has been no material change in circumstance upon which First Investors has conditioned its preliminary approval to purchase the Contract that puts repayment of the Contact or realization of the security interest in the Vehicle at risk and (vii) the Dealer is not in default of this Agreement.
- 5. <u>Purchase and Assignment of Contracts.</u> With respect to the purchase of any Contract, First Investors shall promptly pay to Dealer the purchase price calculated in accordance with the Contract Purchase Program, as amended from time to time that has been communicated to Dealer. Upon Dealer's acceptance of First Investors' offer to purchase any Contract, Dealer shall promptly assign such Contract to First Investors in a manner and



form acceptable to First Investors. Any such assignment shall include all right, title, and interest held by Dealer regarding such contract, including, but not limited to, any security interest or lien on the Vehicle in favor of Dealer.

- 6. <u>Representations and Warranties of Dealer</u>. As of the date of this Agreement and as of each and every date Dealer forwards to credit application or offers a Contract for purchase to First Investors, and as of each and every date First Investors receives a credit application to review or purchases a Contact hereunder, Dealer hereby represents and warrants to First Investors the following:
 - A. <u>Organization</u>. Dealer is duly organized, validly existing, and qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement. Further, Schedule A provides a listing of all trade names under which the Dealer operates.
 - B. <u>Capacity, Authority, Validity.</u> Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and its obligations hereunder. The execution, delivery, and performance of this Agreement by Dealer has been duly authorized by all necessary action, and this Agreement is enforceable against Dealer in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.
 - C. <u>Licenses.</u> Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement. Further, Dealer agrees to provide First Investors with a copy of such license upon request or as required by applicable law.
 - D. <u>Compliance with Law.</u> All business practices, acts and operations of Dealer are in compliance with all applicable federal, state and local laws, regulations and ordinances, including as applicable, but not limited to, the Federal Trade Commission's Used Car Rule, the Credit Practices Rule, the Risk-Based Pricing rule, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z, Title V of the Gramm-Leach Bliley Act and Regulation P, and any other Federal Trade Commission or Consumer Financial Protection Bureau rules and regulations.

E. Fair Lending. Dealer agrees that it shall not discriminate in any aspect of a transaction, including, but not limited to, dealer markups and fees, on a prohibited basis, including, but not limited to, race, color, religion, national origin, sex, marital status, age (provided the applicant is old enough to enter into a binding contract), the fact that any of a customer's income is derived from any public assistance program, or the fact that a customer has, in good faith, exercised any right under the Consumer Credit Protection Act. Dealer agrees that it shall not make any oral or written statement, in advertising or otherwise, to consumers that would discourage, on a prohibited basis, a reasonable person from making or pursuing an application. Dealer agrees that it shall evaluate joint applicants in the same manner regardless of the existence, absence, or likelihood of a marital relationship between the parties. Dealer agrees that it shall obtain evidence of joint intent, or not, at the time of application and allow an applicant who is individually creditworthy to obtain credit without a spouse's or other person's signature and, if not, never require an additional party to be a spouse. Dealer agrees that it shall make all required disclosures required by the Equal Credit Opportunity Act and Regulation B. Dealer represents and warrants that it has enacted policies and procedures to assure compliance with all applicable laws, including fair lending laws and regulations. Dealer has, and will continue to provide, compliance training to its employees. In addition, Dealer has reviewed the Motor Vehicle Fair Lending Commitment set forth in Exhibit C attached hereto and agrees to be bound thereby.

7. <u>Representations, Warranties and Covenants of Dealer With Regard to Each Contract.</u> As of the date of this Agreement and as of each and every date Dealer forwards a credit application or offers a Contract for purchase to First Investors, and as of each and every date First Investors receives a credit application to review or purchase a Contract hereunder, Dealer hereby represents and warrants to First Investors the following regarding the Contract being purchased:



- A. Credit Applications. To the best of Dealer's knowledge, after reasonable investigation, (i) the credit application and any credit information furnished to First Investors by Dealer on behalf of applicant Buyer are (a) true, complete and accurate and represent all credit information received by Dealer in connection with the Contract and applicant Buyer, and (b) no material information was withheld regarding the applicant Buyer, the Vehicle, or an (ii) the applicant Buyer is not acting on behalf or benefit of another person in purchasing the Vehicle. Dealer further represents that he has not encouraged or suggested to the Buyer to withhold certain information or provide inaccurate information in order to increase the likelihood that an application will be approved by First In the event First Investors requests a consumer report (i.e. credit bureau) on an Investors. applicant and such consumer report contains a fraud alert ("initial alert," "extended alert" or "active duty alert" as defined under the Fair Credit Reporting Act, as amended ("FCRA")), First Investors shall promptly notify Dealer of such alert. In addition, Dealer has reviewed the Identity Theft Prevention Certification attached hereto as Exhibit D and agrees to be bound thereby. Further, Dealer represents that Dealer agrees to perform the due diligence required under the FCRA to confirm the identity of such applicant. After making its credit decision, First Investors will notify Dealer of its credit decision and, as applicable, a list of stipulations. Dealer will advise each credit applicant of First Investors' name and address as provided to Dealer from time to time.
- B. <u>Contracts.</u> (i) Such Contract is valid and represents a genuine obligation of the Buyer named therein, (ii) such Contract is legitimate, valid and binding in accordance with its terms, (iii) such Contract fully and accurately states the terms of the transaction between Dealer and Buyer, (iv) Dealer has not made any representations, warranties or agreements not contained in such Contract, (v) to the best of Dealer's knowledge after reasonable investigation, each signature on such Contract and on all other documents are genuine, (vi) to the best of Dealer's knowledge after reasonable investigation, each Buyer has, at the time of entering into such Contract, the full legal capacity to do so, (vii) to the best of Dealer's knowledge after reasonable investigation , no suit or legal action or proceeding has been or will be brought or threatened to be brought by or against it in connection with such Contract, (viii) to the best of the Dealer's knowledge after reasonable investigation, the Buyer has not purchased and financed another vehicle from Dealer within the sixty days preceding the contract date unless such purchase and financing was disclosed to First Investors, and (ix) such Contact is enforceable by First Investors and its assigns.
- C. <u>Good Title and Assignment.</u> Dealer has good and marketable title to the Vehicle, and such Vehicle is free from all liens or encumbrances, except those which will be in favor of First Investors or its designee. Dealer has the right to make an assignment of such Contract.
- D. <u>Title, Security Interest and Lien.</u> Dealer shall cause an application for title of the Vehicle to be submitted to the appropriate government agency no later than (i) the time period required by such appropriate government agency or (ii) such shorter time period necessary to prevent the avoidance of the lien in a bankruptcy proceeding of the applicable Buyer. Further, Dealer shall ensure that First Investors or its designee, as applicable, will have a valid and properly perfected first priority security interest in such Vehicle, and that such lien shall be enforceable.
- E. <u>Counterclaims and Defenses.</u> Dealer has performed all of its obligations under such Contract, and Buyer has no offsets or counterclaims against or defenses to the enforcement of such Contract, except as enforcement may be affected by bankruptcy and similar laws affecting creditors' rights generally.
- F. <u>Insurance</u>. At the time of Buyer's execution of such Contract, the Vehicle shall be covered by comprehensive and collision insurance protecting First Investors' interest in such Vehicle and First Investors, or its designee, as applicable, shall be named lien holder and loss payee under such insurance coverage.
- G. <u>Vehicle Branding</u>. The Vehicle and all options therein are accurately described in such Contract, the title to such Vehicle is not branded indicating that it is a salvage vehicle, that the odometer has been rolled back, that such Vehicle has had significant flood damage, that such Vehicle is a gray



market vehicle, or that such Vehicle has some other condition which has a significant adverse effect on the value of such Vehicle.

- H. <u>Down Payment.</u> Unless specifically disclosed on the Contract, the down payment with respect to such Contract was paid in full by the Buyer, in cash, check, draft, immediately available funds, or in trade equity prior to First Investors' purchase of such Contract, and no part of such down payment was loaned by Dealer.
- I. <u>Additional Products.</u> All insurance, extended warranties, mechanical repair or service contracts, GAP waivers or other ancillary products (hereinafter "Additional Products") provided, sold or arranged by Dealer, and the price charged to the "Buyer by Dealer for such Additional Products, comply with all applicable laws and regulations. All disclosures required by applicable law to be made concerning insurance and such other product or services were complete, accurate and properly made, and all documents required to be delivered at the time of signing such Contract have been delivered and correctly reflect First Investors as lien holder with First Investors' correct address.
- J. <u>Future Payments and Returns.</u> Dealer shall not accept any payments on a Contract after it is sold to First Investors. However, in the event a payment should be made to, and inadvertently accepted by Dealer, Dealer shall be deemed to have received the payment in trust for First Investors, and shall immediately remit it to First Investors. In connection with the cancellation or return of an Additional Product, Dealer shall immediately remit to First Investors the amount of the credit for such return or cancellation, including a pro-rata portion of the Additional Product price retained by Dealer, for credit to such Contract balance.
- K. <u>Forms and Procedure.</u> Except for any forms, procedures or documents provided by First Investors, (or any forms, procedures or documents that First Investors requires Dealer to utilize), the forms, procedures and other documents created or used by Dealer in connection with the transactions contemplated hereunder, comply with all applicable requirements of the Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, Title V of the Gramm-Leach Bliley Act and Regulation P, the Federal Trade Commission rules and regulations, and all other federal, state and local laws, regulations and rules.
- L. <u>Cash Price</u>. The cash price of the Vehicle as shown on the Contract is the "cash price" as defined by applicable law. The purchase price of the Vehicle is the price charged by the Dealer for substantially similar vehicles in cash transactions and was not increased because the Vehicle was sold on credit or because the Contract was to be sold at a discount. No fees assessed by and paid to First Investors by the Dealer were charged to or passed on to the Buyer or added to the sales price of the Vehicle.
- M. <u>Additional Compliance Provisions.</u> Dealer did not engage in any unfair, deceptive or abusive acts or practices in connection with the sale of the Vehicle, the sale of any Additional Product or the financing of any Vehicle and that it has provided consumers with the information necessary to understand product terms and conditions and make informed decisions with respect to the purchase of the Vehicle and any Additional Products.
- N. <u>Misstatements.</u> Neither Dealer, nor anyone on the Dealer's behalf, has made inaccurate, untrue, or misleading representations, warranties, statements, claims or comments regarding the finance charge, including, without limitation, obtaining the lowest or best interest rate available for the Buyer, or with respect to any other matter relating to the Contract or the related transaction. The Dealer shall notify First Investors if it becomes aware that any information that the Dealer provided to First Investors with regard to a credit application, Contract, or Buyer is not true. The sale of the Contract to First Investors was not affected by Dealer's use of any fraudulent scheme, trick or devise.
- O. <u>Contract Location</u>. This entire sales transaction occurred at the Dealer's permanent place of business and not a temporary location and the sales transaction is not subject to any "cooling off" period.



- P. <u>Fees and Taxes.</u> Dealer will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale and/or registration of each Vehicle.
- Q. <u>Authorized Representative.</u> Dealer hereby represents that any individual signing this Agreement, any Contract assignment or other document is fully authorized to bind Dealer, and the signature shall be conclusive evidence to said authority unless otherwise instructed by Dealer.
- R. <u>Survival.</u> Each of the foregoing representations, warranties and covenants made hereinabove shall survive the execution, delivery, expiration or termination of this Agreement.
- 8. <u>Representations, Warranties and Covenants of First Investors</u>. As of the date of this Agreement, First Investors hereby represents and warrants to Dealer the following:
 - A. <u>Organization</u>. First Investors is duly organized, validly existing, and qualified and authorized to transact business in, and in good standing under the laws of jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement.
 - B. <u>Capacity, Authority, Validity.</u> First Investors has the power, authority and legal right to execute, deliver, and perform this Agreement and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by First Investors has been duly authorized by all necessary action, and this Agreement is enforceable against First Investors in accordance with its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.
 - C. <u>Licenses.</u> First Investors is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted and to perform the transactions contemplated under this Agreement.
 - D. <u>Compliance with Law.</u> All business practices, acts and operations of First Investors are in compliance with applicable federal, state and local laws, regulations and ordinances, including, 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, Title V and the Gramm-Leach Bliley Act and Regulation P, and Federal Trade Commission and Consumer Financial Protection Bureau rules and regulations.
 - E. <u>Forms and Procedures.</u> In the event that First Investors requires that Dealer utilize specific forms, procedures or other documents, such forms, procedures or other documents shall comply with all requirements of the Truth in Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, Title V of the Gramm-Leach Bliley Act and Regulation P, the Federal Trade Commission and Consumer Financial Protection Bureau rules and regulations, and all other federal, state and local laws, regulations and rules applicable to the transactions contemplated hereunder.
 - F. <u>Adverse Action Notices.</u> First Investors agrees that upon declining a Contract with respect to a credit application submitted by Dealer on behalf of an applicant (or the occurrence of another adverse action as defined under the Equal Credit Opportunity Act and Regulation B, or the Fair Credit Reporting Act), First Investors shall provide the applicant with its own written notice of adverse action, which notice shall comply with all applicable federal, state and local laws, regulations and rules, including but not limited to, the Equal Credit Opportunity Act and Regulation B, and the Fair Credit Reporting Act.

9. <u>Obligation of the Parties</u>:

A. <u>Adverse Action Notices and Compliance with Law.</u> Each party shall send any required adverse action notices and any other notices to a credit applicant as may be required by applicable law including, but not limited to, the Equal Credit Opportunity Act and Regulation B, and the Fair Credit Reporting Act, as a result of its respective credit evaluation of a credit application.



- B. <u>Books and Records.</u> Dealer shall maintain complete and accurate records concerning the following: (i) credit applications forwarded to First Investors for consideration, (ii) any Contract sold to First Investors, as well as the interest in the Vehicle, and (iii) all other transactions affecting the sale and finance of the Vehicle, and Additional Products. First Investors has the right to review and inspect the Dealer's records relating to the credit applications, Contracts, Vehicles, and Additional Products upon reasonable notice to the Dealer (which shall in no event be less than five (5) business days), and during normal business hours. Each party shall reasonably cooperate with the other during such review and inspection.
- C. <u>Forms, Procedures and Documents.</u> Dealer shall generally, but not exclusively, provide the procedures, forms and other documents to be used for a transaction contemplated by this Agreement. First Investors shall have an opportunity to review, comment and approve the procedures, forms and documents. In the event Dealer utilizes a third party contract, Dealer agrees to use the most recent revision of such form contract.
- D. <u>Responsibility for the Sale.</u> Dealer shall have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of all goods and services purchased from Dealer and financed under any Contract. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds thereof, and for any and all representations and warranties, express or implied, made in connection with such goods and services. Dealer will make a good faith effort to resolve any disputes it may have with its customers concerning such goods and services and any representations and warranties with respect thereto.
- E. Privacy and Information Security. In the course of its performance under this Agreement, First Investors and Dealer may disclose to each other or may receive information that meets the definition of Nonpublic personal Information (as defined below). First Investors and Dealer agree that they will not use or disclose such Nonpublic Personal Information to any nonaffiliated third party except (i) to the extent necessary to carry out the purpose or purposes for which the party discloses such information to the other party, (ii) in the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal information was disclosed to the party under an exception to the GLB Act Privacy Regulations (as defined below) or other applicable law, or (iii) as permitted by law and this Agreement. First Investors and Dealer agree that any affiliate of either party shall use and disclose Nonpublic Personal Information to any nonaffiliated third party only to the extent that it may use and disclose such information. If Nonpublic Personal Information is disclosed to First Investors or Dealer in connection with marketing, joint marketing or other promotional activities, whether by written or oral agreement, First Investors and Dealer shall use and disclose such Nonpublic Personal Information only (i) to the extent necessary to carry out the activity or activities for which such Nonpublic Personal Information is disclosed to the party, (ii) In the ordinary course of business to carry out the purpose or purposes for which the Nonpublic Personal Information was disclosed to the party under an exception to the GLB Act Privacy Regulations or other applicable law, or (iii) as permitted by law and this Agreement.

Each party shall maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the Nonpublic Personal Information received from the disclosing party, including, but not limited to, the maintenance of appropriate safeguards to restrict access to Nonpublic Personal Information received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such Nonpublic Personal Information was disclosed to the disclosing party.

"GLB Act Privacy Regulations" means the regulations promulgated under Title V of the Gramm-Leach-Bliley Act of 1999 as amended from time to time, 15 U.S.C. §§ 6801 et seq. and "Nonpublic Personal Information" shall have the meaning ascribed to this term under the GLB Act Primacy Regulations.



- 10. <u>Modifications, Extensions, Waivers and Compromises of Contracts.</u> Dealer understands and agrees that First Investors, or its subsequent assignee, as applicable, may extend or otherwise change the due dates of installment payments due or to become due under any Contract, amend any Contract by agreement with the Buyer, whether or not Dealer is consulted with regard to the same. Dealer also agrees that First Investors may advance funds for the purchase of insurance, to pay any taxes, fees, liens, or otherwise to preserve a Vehicle and First Investors' interest therein, without notice to or consent of Dealer and without affecting Dealer's obligation to First Investors.
- 11. <u>Contract Repurchase.</u> In the event Dealer (i) breaches any representation or warranty made under this Agreement, (ii) breaches any other covenant or provision in this Agreement in any respect, and the breach is not cured (or waived by First Investors in writing) within ten (10) days after written notice to Dealer or, (iii) First Investors does not receive an original certificate of title or other evidence of perfect lien, as applicable, in the Vehicle prior to 120 days from the Contract date, Dealer shall, if required and demanded by First Investors, (a) repurchase such Contact from First Investors and (b) reimburse First Investors for any fees and costs suffered by First Investors as a result of such breach. To repurchase such Contract, Dealer shall pay to First Investors the unpaid balance of the Contract reflected on First Investors' records, together with all costs, including reasonable attorney fees, incurred by First Investors and the full amount of any dealer participation amounts previously paid to Dealer with respect to such Contract.

First Investors has no duty to repossess the Vehicle or to return such Vehicle to Dealer as a condition to requiring any Contact repurchase. Upon Dealer's payment of the repurchase price, First Investors shall sell, assign and endorse such Contract to Dealer. Such sale, assignment and endorsement shall be "As Is", without any representation or warranty whatsoever as to condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, concerning the Contract, the Vehicle or Additional Product. Any such assignment shall be without recourse and without warranties of any kind.

The repurchase of a Contract by Dealer shall not be First Investors' sole and exclusive remedy for any breach by Dealer of any representations, warranties, covenants or provisions of this Agreement. Notwithstanding any such repurchase, Dealer will continue to indemnify First Investors in the manner provided in this Agreement. Knowledge of any breach of a representation, warranty or covenant shall not be imputed to First Investors by reason of its receipt and review of any documentation hereunder, and any actual knowledge by First Investors of any breach of any representation, warranty or covenant hereunder shall not be deemed to constitute a consent thereto, or waiver therein. First Investors shall not be bound to exhaust its remedies against any security or any Buyer, consigner or obligor before being entitled to payment by Dealer.

- 12. Indemnification.
 - A. Indemnification by Dealer. Dealer shall defend, indemnify, and hold First Investors, and its shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns, harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, reasonable outside attorneys' fees, court costs and other amounts arising out of or resulting from (i) Dealer's breach of this Agreement, (ii) the failure of any representation or warranty of Dealer contained in this Agreement to be accurate, in each case, in connection with the credit applications and Contracts sold or proposed to be sold by Dealer under this Agreement, or (iii) any dispute, claim or defense brought by any applicant buyer against First Investors concerning any act or omission on the part of Dealer, the underlying sale transaction, the nature, quality, or performance of the goods or services financed under any Contract, or any insurance, warranty, service contract, or the like sold by Dealer in connection with any Contract;.
 - B. Indemnification by First Investors. First Investors shall defend, indemnify, and hold Dealer, and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns, harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, outside attorneys' fees, court costs and other amounts arising out of or resulting from (i) First Investors' breach of this Agreement, or (ii) the failure of any representation or warranty of First Investors contained in this Agreement to be accurate.



- 13. <u>Power of Attorney.</u> Dealer hereby grants First Investors a limited power of attorney to do any and all things necessary or appropriate in Dealer's name to carry out the intent of this Agreement, including, but not limited to, signing and endorsing the name of the Dealer to any assignment of a Contract and endorsing Dealer's name on payment checks applicable to Contracts purchased by First Investors. This power of attorney shall be irrevocable and shall remain in effect for so long as there are Contracts outstanding that have been purchased pursuant to this agreement.
- 14. <u>Setoff</u>. Each party may deduct from any obligation or funds due the other, amounts owed to it by the other. Each party's rights under this Section 14 are in addition to any other rights and remedies which they may have under this Agreement, applicable law or general equity principles.
- 15. <u>Business to Business Fax Authorization</u>. Dealer and First Investors agree and give express permission to each other to send and receive facsimile transmissions in connection with the activities contemplated under this Agreement. Further, Dealer, including all employees of Dealer, agrees that by providing a wireless telephone number to First Investors, it authorizes First Investors to send text messages in connection with the activities contemplated by thus agreement. These permissions shall remain in full force and effect unless cancelled in writing by either party.
- 16. <u>Survival</u>. It is understood and agreed that the covenants, agreements, terms, indemnifications, remedies, representations and warranties set forth in Sections 7, 9D, 11 and 12 shall survive the execution, delivery, expiration or termination of this Agreement for any reason, the delivery of each Contract and the purchase or repurchase of any Contract and shall continue in full force and effect with respect to each Contract.
- 17. <u>Termination</u>. This Agreement shall become effective upon its execution by Dealer and First Investors, shall apply to all credit applications submitted to First Investors and Contracts purchased by First Investors thereafter, and shall continue in effect until terminated (i) by First Investors or (ii) by Dealer. This Agreement may be terminated at any time by any party upon thirty (30) days prior written notice to the other party, but such termination shall in no way affect the obligations of the parties regarding the Contracts sold hereunder.
- 18. Miscellaneous.
 - A. <u>Independent Contractor Relationship.</u> Except as otherwise expressly specified in this Agreement, the relationship between each Dealer and First Investors is that of an arm's length seller and purchaser of consumer installment sale contracts, or independent contractor, and shall not be construed as a joint venture, partnership or principal-agent relationship or contractual servicer of consumer installment sale contracts, and there is no intention to create any partnership, joint venture, principal-agency or servicer relationship. This Agreement shall not be construed as authority for either party to act for the other in any agency or any other capacity or to make commitments of any kind for the account of or on behalf of the other, except as expressly set forth in this Agreement, or as otherwise agreed to by the parties in writing.
 - B. <u>Notices.</u> All notices and other communications shall be in writing, by electronic or first class or mail, facsimile transmission or overnight delivery. All electronic mail notices shall be promptly confirmed provided, however, that any failure to provide such confirmation shall not invalidate such notice or other communication. All written notices and other communications shall be deemed given (i) three business days after being deposited in the U.S. mail, first class, postage prepaid, (ii) on the same day, if sent by electronic mail or facsimile transmission for which a confirmation is received, (iii) on the same day, if served personally, or (iv) the next day, if sent by overnight delivery by any generally recognized overnight delivery service.
 - C. <u>Entire Agreement.</u> This Agreement, including the Contract Purchase Program as amended from time to time, any addenda, schedules, or exhibits referenced herein or attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof.
 - D. <u>Governing Law.</u> This Agreement shall be governed by and interpreted in all respects by the laws of the State of Texas, without regard to any conflicts of law principles or choice of laws.



- E. <u>Provisions Severable.</u> If any provision of this Agreement shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent that it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, except where such enforcement is in manifest violation of the present intention of the parties reflected in this Agreement.
- F. <u>Amendment, Assignment, and Successors.</u> This Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, may be amended from time to time in writing by mutual agreement of the parties. No party shall be bound by any change, alteration, amendment, or modification of any of the provisions hereof unless in writing and signed by an authorized officer of the party against whom it is sought to be enforced. This Agreement inures to the benefit of and is binding against the heirs, legatees, personal representatives, successors and assigns of each party; provided, however, the Dealer may not assign this Agreement without the prior written consent of First Investors. Nothing in this section affects First Investors' right to amend the Contract Purchase Program in its sole discretion without the signature of an authorized officer of the Dealer.
- G. <u>Waivers and Cumulative Remedies</u>. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a party to insist upon the strict performance of any term or condition under this Agreement or to exercise any right or remedy available under this Agreement at law or in equity, and no course of dealing between the parties, shall imply or otherwise constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy by any party will preclude any other or further exercise thereof. All rights with respect to a Contract, unless otherwise provided in this Agreement, shall continue until all amounts owed under the Contract have been fully paid. All rights and remedies provided in this Agreement are cumulative and not alternative; and are in the addition to all other available remedies at law or in equity.
- H. <u>Section Headings.</u> Section headings are included in this Agreement for reference purposes only and do not affect the interpretation of this Agreement.
- I. <u>Counterparts and Facsimile Signatures.</u> This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed via facsimile, and such facsimile signatures shall have the same force and effect as original signatures.
- J. <u>Arbitration and Venue</u>. Dealer agrees that this Agreement is to be performed in Harris County, Texas. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and shall take place in Houston, Texas. Such arbitration shall be final, binding, and not subject to appeal or review by any court. Judgment on the arbitration award may be entered by any District or County Civil Court at Law of Harris County, Texas. Without waving the foregoing, any suit on or by reason of this Agreement shall be brought in a District or County Civil Court at Law of Harris County, Texas. This provision is a material inducement for the parties entering into the Agreement.



IN WITNESS WHEREOF, the duly authorized representatives of First Investors and Dealer have executed this Agreement with proper authority effective as of the last date written below.

Dealership Legal Name:	
Doing Business As:	
Ву	
Name:	
Title:	
Date:	
Dealer Address:	_
	_
	_
First Investors Financial Services, Inc.	
Ву	
Name:	
Title:	

Date: _____



Addendum to Dealer Agreement – Exhibit A

DBA Certification Form

Completion of this section is mandatory and should include all Dealerships that operate under or are associated with this Dealer/legal entity. Continue on an additional sheet, if necessary.

DBA #1	DBA #2	
Dealership Name/dba	Dealership Name/dba	
Physical Address	Physical Address	
City, State and Zip Code	City, State and Zip Code	
Primary Finance Contact	Primary Finance Contact	
Finance Phone	Finance Phone	
Finance Fax	Finance Fax	
Primary Accounting Contact	Primary Accounting Contact	
Account Phone	Account Phone	
Accounting Fax	Accounting Fax	
DBA #2	DBA #3	
DBA #2	DBA #3	
DBA #2 Dealership Name/dba	DBA #3 Dealership Name/dba	
Dealership Name/dba	Dealership Name/dba	
Dealership Name/dba Physical Address	Dealership Name/dba Physical Address	
Dealership Name/dba Physical Address City, State and Zip Code	Dealership Name/dba Physical Address City, State and Zip Code	
Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact	Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact	
Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone	Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone	
Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone Finance Fax	Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone Finance Fax	



Addendum to Dealer Agreement – Exhibit A

DBA Certification Form

Completion of this section is mandatory and should include all Dealerships that operate under or are associated with this Dealer/legal entity. Continue on an additional sheet, if necessary.

DBA #1	DBA #2	
Dealership Name/dba	Dealership Name/dba	
Physical Address	Physical Address	
City, State and Zip Code	City, State and Zip Code	
Primary Finance Contact	Primary Finance Contact	
Finance Phone	Finance Phone	
Finance Fax	Finance Fax	
Primary Accounting Contact	Primary Accounting Contact	
Account Phone	Account Phone	
Accounting Fax	Accounting Fax	
DBA #2	DBA #3	
DBA #2	DBA #3	
DBA #2 Dealership Name/dba	DBA #3 Dealership Name/dba	
Dealership Name/dba	Dealership Name/dba	
Dealership Name/dba Physical Address	Dealership Name/dba Physical Address	
Dealership Name/dba Physical Address City, State and Zip Code	Dealership Name/dba Physical Address City, State and Zip Code	
Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact	Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact	
Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone	Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone	
Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone Finance Fax	Dealership Name/dba Physical Address City, State and Zip Code Primary Finance Contact Finance Phone Finance Fax	



Addendum to Dealer Agreement – Exhibit B

Additional Dealer Entities

This addendum dates as of ______ ("Addendum") to the Dealer Agreement ("Agreement") is made by and among First Investors Financial Services, Inc. ("First Investors") and Dealers, as further defined herein.

WITNESSETH:

WHEREAS, Dealers, and each of them, are motor vehicle dealers under common corporate control or affiliated within a group of dealerships commonly referred to as ______.

WHEREAS, Dealers, and each of them, desire to see and First Investors desires to purchase retail installment sales contracts ("Contract") for the sale of new and used motor vehicles pursuant to the terms of the Agreement.

WHEREAS, Dealers, and each of them, desire to be bound by the terms and conditions of the Agreement with the same force and effect as if each Dealer had individually executed the Agreement.

WHEREAS, the following shall also apply:

- 1. Definitions. Unless otherwise defined herein, any capitalized term shall have the meaning given to them in the Agreement. This Addendum is attached to the Agreement as Exhibit "B".
- 2. "Dealer" shall mean individually, the dealership entities listed on the signature pages hereto and any additional pages annexed thereto, from time to time.
- 3. By execution of this Addendum by and through its authorized representative, Dealers, and each of them, agree be bound by the terms and conditions of the Agreement.
- 4. The terms and conditions of the Agreement shall remain in full force and effect. The laws of the State of Texas shall govern this Addendum without concern to conflict of law provisions.

[The remainder of this page is left intentionally blank]



IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective officers, thereunto duly authorized, as of the date first written above:

List of Dealers in Dealer Group				
Dealer Name	Address	Telephone Number	Contact	

The individual signing below represents that he/she is authorized to sign on behalf of and thereby bind each of the dealers listed above to the terms and conditions of Agreement and this Addendum.

Managing Entity of Dealer Group

Name of Entity:	Signature:
Street Address:	Print Name:
City/State/Zip:	Print Title:
Phone:	Date:



Addendum to Dealer Agreement – Exhibit C Motor Vehicle Dealer Fair Lending Commitment

First Investors Financial Services, Inc. ("First Investors") is committed to making its financial services available to consumers on a fair and consistent basis and we expect the motor vehicle dealers from which we purchase sales finance contracts to share this commitment. It is the policy of First Investors to comply with the Equal Credit Opportunity Act and its implementing regulation, Regulation B ("ECOA"), and the various state and local laws that prohibit credit discrimination. These laws are designed to promote fair and equal access to credit. This means that First Investors is firmly committed to making sure that all credit applicants and prospective credit applicants are treated fairly and consistently throughout the entire lending process without regard to any basis prohibited by law.

First Investors expects that motor vehicle dealers with which it does business will share our commitment both in words and actions. By entering into a Dealer Agreement with First Investors, you hereby agree to comply with the Equal Credit Opportunity Act and its implementing regulation, Regulation B, and all other applicable laws and regulations. You also acknowledge that the ECOA prohibits discrimination in any aspect of a credit transaction based on race, color, religion, national origin, sex, marital status, age (provided the applicant is old enough to enter into a binding contract), the fact that any of a customer's income is derived from any public assistance program, or the fact that a customer has, in good faith, exercised any right under the Consumer Credit Protection Act. These categories are called "prohibited bases." Other laws in the states or localities in which you operate may contain additional prohibited bases such as sexual orientation or military status. Further, you also agree to comply with the following:

- Enact policies and procedures to assure compliance with the ECOA and all other applicable laws and regulations;
- Provide compliance and fair lending training to employees;
- Not discriminate against any consumer on a prohibited basis regarding any aspect of a credit transaction, including, but not limited to, dealer markups;
- Not make any oral or written statement, in advertising or otherwise, to consumers that would discourage, on a prohibited basis, a reasonable person from making or pursuing an application;
- Evaluate joint applicants in the same manner regardless of the existence, absence, or likelihood of a marital relationship between the parties;
- Make all necessary ECOA disclosures and notifications;
- Obtain evidence of joint intent, or not, at the time of application and allow an applicant who is individually creditworthy to obtain credit without a spouse's or other person's signature and, if not, never require an additional party to be a spouse;
- Provide consumers with the information necessary to understand product terms and conditions to make informed decisions; and
- Not allow any unfair, deceptive, misleading or abusive sales or credit practices.



Addendum to Dealer Agreement – Exhibit D

Identity Theft Prevention Certificate

The mandatory compliance date for the Federal Trade Commission's ("FTC") "Identity Theft Red Flags and Notices of Address Discrepancy" provisions, more commonly known as the "Red Flag Rules," is May 1, 2009. The Red Flags Rules are designed to help organizations recognize "red flags" of identity theft that may arise during the indirect lending process. Towards this end, the rules require motor vehicle dealerships and financial institutions alike to establish formal identity theft detection and response programs within their respective businesses.

A red flag is a pattern, practice, or specific activity that indicates the possible existence of identity theft. While detecting a "red flag" does not necessarily mean that identity theft is occurring, *it does indicate the potential and should initiate the appropriate investigate and responsive steps by your dealership.* The program must include policies and procedures designed to:

- Identity relevant patterns, practices, and specific forms of activity that are "red flag" indicators of possibly identity theft;
- Detect "red flags" that you incorporate into your program;
- Respond appropriately (e.g., stop the transaction) to any "red flags" that are detected to prevent and mitigate identity theft; and
- Ensure your program is updated periodically to reflect changes in risks from identity theft.

The following are general and non-exhaustive examples of "red flag" indicators:

- <u>Alerts, Notifications and/or Warnings from a Consumer Reporting Agency</u>: (i) fraud or active duty alerts; (ii) credit security freezes; (iii) address discrepancies; (iv) consumer statements; and (v) inconsistent activity patterns.
- <u>Suspicious Documents or Personal Identifying Information</u>; (i) altered or forged identification document; (ii) inconsistent photograph or description on an identification document; (iii) personal identification information inconsistent with external information, information on file or other identification; (iv) personal identification commonly associated with fraud being used; (v) altered or forged application or application documents; (vi) duplicate address or telephone number; (vii) incomplete required information; and (viii) inability to correctly authenticate via challenge questions.</u>
- <u>Social Security Number Issues</u>: Duplicate, deceased, never issued, or issued prior to date of birth.

Furthermore, in an appendix to the Red Flags Rules, there are 26 suggested "red flags" that are indicators of possible identity theft. Please review these suggested "red flag" indicators.

It is the policy of First Investors to detect, prevent, and mitigate identity theft in our indirect theft in our indirect lending program and we have developed and implemented a written Customer Identification Program and Fraud Detection Manual that includes an Identity Theft Prevention Program. Pursuant to the Red Flag Rules and other applicable laws and regulations, please ensure that you maintain appropriate policies, procedures and safeguards to protect confidential consumer information and to detect and respond to "red flags" of identity theft. Together, we can help protect consumers from identity theft. By entering into a Dealer Agreement with First Investors, you are indicating your compliance with the Red Flags Rules and have developed and implemented an Identity Theft Prevention Program in compliance with the Red Flag Rules and will update it periodically to reflect changes in risk from identity theft.

This information is being provided for informational purposes only and is not intended to offer any legal advice. Please consult with a qualified professional to discuss your particular situation.

State	State	ELT Code #	Lien holder name	Lien holder address	Comments:
AL	Alabama		First Investors Financial	P O Box 255388,	
			Services, Inc. First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
AZ	Arizona	760273052	Services	Sacramento, CA 95865-5388	
СА	California	P31	First Investors Fncl Svcs	P O Box 255388, Sacramento, CA 95865-5388	
со	Colorado	E7602730520001	First Investors Financial	P O Box 255388,	Effective 7/1/15
	Colorado	E7002730520001	Serv	Sacramento, CA 95865	
FL	Florida	201798778	First Investors Fncl Svcs	P O Box 255388, Sacramento, CA 95865-5388	Updated 6/2013 to CA frm TX
GA	Georgia	1101074415	First Investors Financial Services	P O Box 255388, Sacramento, CA 95865-5388	
			First Investors Financial	P O Box 255388,	
IA	Iowa	76027305200	Services, Inc.	Sacramento, CA 95865-5388	Effective 6-24-15
ID	Idaho	760273052	First Investors Financial	P O Box 255388,	
	laano	100210032	Services First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
IL	Illinois		Services, Inc.	Sacramento, CA 95865-5388	
IN	Indiana		First Investors Financial Services, Inc.	P O Box 255388, Sacramento, CA 95865-5388	
кs	Kansas		First Investors Financial	P O Box 255388,	
			Services, Inc. First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
KY	Kentucky		Services, Inc.	Sacramento, CA 95865-5388	
LA	Louisiana	ESFF	First Investors Financial Ser. Inc	P O Box 255388, Sacramento, CA 95865-5388	
MD	Maryland		First Investors Financial	P O Box 255388,	
			Services, Inc. First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
MI	Michigan		Services, Inc.	Sacramento, CA 95865-5388	
MN	Minnesota		First Investors Financial Services, Inc.	P O Box 255388, Sacramento, CA 95865-5388	
МО	Missouri		First Investors Financial	P O Box 255388,	
			Services, Inc. First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
MS	Mississippi		Services, Inc.	Sacramento, CA 95865-5388	
NC	North Carolina	26988938	First Investors Financial	P O Box 255388,	Effective 6-2-15
			Services, Inc.	Sacramento, CA 95865-5388	
ND	North Dakota		First Investors Financial Services, Inc.	P O Box 255388, Sacramento, CA 95865-5388	
NE	Nebraska	40522458	First Investors Financial	P O Box 255388,	
NU	New Jereeu		Services First Investors Financial	Sacramento, CA 95865-5388 5757 Woodway Dr Suite #100	Updated 2/2014
NJ	New Jersey		Services, Inc. First Investors Financial	Houston, TX 77057 P O Box 255388.	
NM	New Mexico		Services, Inc.	Sacramento, CA 95865-5388	
он	Ohio	FDI1001760273052	First Investors Financial Services	P O Box 255388,	
ок	Oklahoma		First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
	Okianoma		Services, Inc. First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
OR	Oregon		Services, Inc.	Sacramento, CA 95865-5388	
PA	Pennsylvania	76027305201	First Investors Financial Serv	5757 Woodway Dr Suite #100 Houston, TX 77057	
SC	South Carolina	760273052	First Investors Financial	P O Box 255388,	
			Services First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
SD	South Dakota	760273052	Services	Sacramento, CA 95865-5388	
TN	Tennessee		First Investors Financial Services, Inc.	P O Box 255388, Sacramento, CA 95865-5388	
тх	Texas	76027305200	First Investors Financial	P O Box 255388,	
			Svcs First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
UT	Utah		Services, Inc.	Sacramento, CA 95865-5388	
VA	Virginia	FM281IFELT71	First Investors Financial Services	P O Box 255388, Sacramento, CA 95865-5388	
WA	Washington	FIF	First Investors Fncl Svcs	P O Box 255388,	
	-		First Investors Financial	Sacramento, CA 95865-5388 P O Box 255388,	
WI	Wisconsin	104870	Services	Sacramento, CA 95865-5388	
WV	West Virginia		First Investors Financial Services, Inc.	P O Box 255388, Sacramento, CA 95865-5388	
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