



Dealer Questionnaire (KLA Rev. 01/29/25)

A. Dealership Name: _____ Years in Business: _____
DBA: _____ Phone: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Primary Credit Fax: _____ Secondary Credit Fax: _____

Accounting Fax: _____ Email(s): _____

B. Corporation () Partnership () Limited Liability Company () Sole Proprietorship () Registered Limited Liability Partnership ()

C. Principals: _____

General Manager: _____ Email: _____

General Sales Mgr: _____ Email: _____

Office Manager: _____ Email: _____

Finance Director: _____ Email: _____

Finance Manager: _____ Email: _____

Finance Manager: _____ Email: _____

Reserve Emails Recipient(s): _____

Decision
Emails: _____

Funding
Emails: _____

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D. Dealer License #: _____ E. D&B Number: _____

F. Franchised () Franchises: _____ Non-Franchised ()

Floor Plan Holder: _____ Phone: _____ Contact: _____

G. Are you a used car lot for a particular dealer? Yes () No () If yes, who? _____

H. Loan application system: ☐ Route One (ID# _____) ☐ DealerTrack (ID# _____)

I. Number of Units Sold in past 12mo.: _____ Signed with Min. 2 National Lenders: Yes/No

Existing Relationship with client Credit Unions: Yes/No Dealer Association Membership: Yes/No

A. GAP Provider: _____ Phone: _____ Contact: _____

_____ Phone: _____ Contact: _____

B. LA&H Provider: _____ Phone: _____ Contact: _____

_____ Phone: _____ Contact: _____

C. Warranty Provider: _____ Phone: _____ Contact: _____

_____ Phone: _____ Contact: _____

Document Checklist:

A. Dealer Questionnaire ()

B. Dealer Agreement ()

C. Authorization Agreement for Automatic Credits/Debits ()

D. Red Flag Policy ()

E. Credit Disclosure Statement ()

F. DL4 Document Upload for Funding ()

G. GAP Agreement ()

H. Member Auto Center ()

I. Dealer Rewards ()

J. Bank and Dealer License ()

KLA: CEO Approve ☐ Dealer List ☐ CU and KLA.com ☐ Fax List ☐ Sent to CUAC ☐ Verify CUAC/KLA on DT/Rt1 ☐

KLA Sales Representative: _____ Date: _____ Region: _____



Dealer Agreement Packet

(Auto Loan Program - Pennsylvania)

- o **Master Dealer Agreement** *(All pages must be initialed!)*
- o **Modification and Addendum to Dealer Agreement & Exhibit "A"**
- o **Addendum "A" – Dealer Compensation**
- o **Corporate Resolution / Limited Partner Resolution**
(Use appropriate one for type of dealership)
- o **Equal Credit Opportunity Act Notice**
- o **ACH Agreement for Funded Contracts** *(include voided check)*
- o **Dealership Contact Form**
- o **Second Modification to MDA for Fax Funding**
- o **Red-Flag Compliant Notice**
- o **FACTA Risk-Based Compliant Notice**
- o **Multi-dealer Exhibit "B"**
(If applicable)

***Please execute and complete attached forms and include copy of PA
Dept. of Banking Sales Finance License and Dealer License.***

Mail to the below address for processing:

Keystone Lending Alliance, LLC
6021 Wallace Road Ext., Suite 100
Wexford, PA 15090



Master Dealer Agreement

This Master Dealer Agreement ("Agreement") is entered into by _____

("Dealer"), located at _____
and Keystone Lending Alliance, LLC (KLA), 6021 Wallace Road Extension, Suite 100,
Wexford, PA 15090

RECITALS

WHEREAS, Dealer is engaged in the business of selling and leasing motor vehicles and other property, including but not limited to: cars, trucks, recreational vehicles (both pullables and motorized) boats and watercraft, motorcycles and ATVs and other power equipment, as well as services (collectively "Vehicles"); and

WHEREAS, Dealer enters into Installment Sales Contracts ("Contracts") with Purchasers of Vehicles ("Purchasers"); and

WHEREAS, Dealer desires to sell such Contracts to KLA on the terms and conditions described herein and in the terms of the assignment of the Contracts themselves; and

WHEREAS, KLA desires to purchase certain Contracts from Dealer as provided herein.

NOW, THEREFORE, for mutual promises and consideration, KLA and Dealer enter into this Agreement subject to the following terms and conditions:

SECTION 1 - SALES AND PURCHASES

1.1. KLA, in its sole discretion, may purchase from Dealer such Contracts as Dealer may offer for sale. Contracts purchased by KLA must be in such form and substance acceptable to KLA. Each Contract must be completed, signed, and dated to be considered for purchase. KLA shall have the right at all times to refuse any and all Contracts offered for sale by Dealer. All Contracts purchased by KLA shall be purchased on a nonrecourse basis, unless a different form of assignment is specified in the Contract; in which case the form of assignment in the Contract shall govern the terms of recourse. KLA's right to refuse to purchase any or all Contracts on any basis may be exercised by KLA at any time notwithstanding any past course of conduct between Dealer and KLA.

1.2. KLA may refuse to purchase any Contract which bears an interest rate greater or lower than KLA's normal interest rates, or that may appear on the dealer rate sheet, for loans to Purchasers of vehicles comparable to the Vehicle that is the subject of the Contract. KLA shall inform Dealer periodically of KLA's normal interest rates for loans, comparable to the Contracts offered to KLA.

1.3. When KLA purchases a Contract from Dealer, Dealer shall deliver, or cause to be delivered, to KLA within (3) days: (a) the Contract, with the appropriate assignment and endorsement of the Contract; (b) the certificate of title covering the Vehicle showing the appropriate credit union as sole lienholder of the Vehicle and the Member/Purchaser as the registered owner of the Vehicle if the Vehicle is subject to a certificate of title, a white slip, a temporary title receipt, or a letter of guaranty which evidences the security interest of the appropriate credit union in the Vehicle, or such other evidence of a perfected security interest required by KLA if the Vehicle or property is not subject to a certificate of title; (c) comprehensive and collision insurance policies covering the Vehicle written by insurance companies approved by KLA showing the appropriate credit union as the lienholder and a loss payee in the amounts and with the deductibles authorized by KLA; (d) a copy of the Purchaser's valid driver's

license; and (e) for new KLA members, such membership and account opening documents as are required by KLA. If KLA purchases any Contract on any basis before all of the documents described in this paragraph are received by KLA, Dealer unconditionally guarantees full payment of all debts and obligations owed under each such Contract until the required documentation is complete in the files of KLA.

1.4. When KLA purchases a Contract from Dealer, KLA shall pay Dealer the Amount Financed as shown on the face of the Contract plus any insurance obtained through Dealer, plus any other price to which Dealer and KLA agree in writing ("purchase price"), or other adds as provided for in the dealer rate sheet so long as they follow the stated guidelines.

1.5. Dealer shall be entitled to all commissions earned from the respective insurance companies as a result of sales of mechanical breakdown insurance or maintenance or service contracts to Purchasers. To the extent that the purchase of mechanical breakdown insurance or maintenance or service contracts is financed as part of an assigned Contract, Dealer agrees to correctly identify and disclose the purchase price therefore as part of the amount financed under the Contract.

1.6. When determining the rate of interest or service charge under each Contract, Dealer shall follow the guidelines established by KLA, as modified from time to time, in the Addendum, typically put forth in the rate sheet.

1.7. If any payments are made to Dealer on any Contract sold to KLA, Dealer will hold such funds in trust for KLA without commingling the funds with funds of the Dealer and will promptly deliver the funds to KLA by the earlier of the next business day, or within 24 hours. KLA is irrevocably authorized to negotiate and to endorse the name of Dealer on any remittance offered as payment on any Contract sold to KLA and to retain the proceeds thereof as a payment on such Contract. Dealer further appoints KLA as its attorney in fact to negotiate and present for payment any check or item received as payment of Purchaser's obligation under the assigned Contract. If any Vehicle described in any Contract sold to KLA shall come into the possession of Dealer while Purchaser is indebted to KLA therefore, Dealer shall promptly notify KLA, shall hold the Vehicle for the benefit of KLA, shall exercise the same degree of care over the Vehicle as Dealer exercises with regard to Dealer's inventory, and shall deliver the Vehicle to KLA on demand.

1.8. Dealer agrees to offer to KLA the first right of refusal of Contracts for Purchasers who present either a KLA pre-approval letter or incentive coupon. Dealer shall not convert such purchasers to other sources of financing, including without limitation credit unions, banks and captives, unless and until KLA shall have refused to acquire the Contract for these Purchasers.

1.9. Within fifteen (15) days of notification by KLA, Dealer shall refund to KLA all compensation paid on any Contract which is in default or is paid off, including by the refinancing of the Contract by a third party, in full within one hundred thirty-five (135) days after the Contract date. KLA agrees that it may not recover such compensation if it refinances a loan acquired from Dealer within the one hundred thirty-five (135) day period. In the event Dealer does not refund such compensation within the fifteen (15) day period, KLA may debit future compensation to Dealer for the full amount originally paid to Dealer.

1.10. Dealer is responsible for forwarding the title, together with the appropriate fees, to the proper officials responsible for issuing the certificate of title, registrations and/or otherwise recording liens. Dealer is responsible for any and all loss incurred by KLA as a result of the failure to properly perfect the security interest in the Vehicle.

Dealer Initials

KLA Initials

1.11. Notwithstanding any provision to the contrary, Dealer unconditionally guarantees full performance of each Contract sold or to be sold by Dealer to KLA when and if Dealer, without KLA's prior written consent, modifies the Contract, or makes any misrepresentation to Purchaser, or makes any settlement or arrangement with a Purchaser contrary to the terms of the Contract, or if Purchaser fails to make required payments because of any claimed breach of Dealer's duties under the Contract or any warranty, expressed or implied.

1.12. For each Contract sold to KLA, Dealer waives notice of acceptance, demand and presentation for payment, notice of nonpayment, protest, notice of protest, and hereby agrees to each and every renewal or extension that KLA may grant for the payment of any sum due or to become due under any such Contract. Dealer agrees that KLA, in its sole discretion and without affecting the obligations and liability of Dealer under this Agreement or under any endorsement or guaranty of Dealer, may grant any renewal, modification, or extension of any Contract upon whatever terms and conditions KLA deems advisable.

1.13. Without KLA's prior written consent, Dealer shall not use KLA's name, logo, seal or any other identifying mark or slogan in any advertising, promotional material, press release, or indirect discussions or correspondence with Purchasers or potential Purchasers. In the event of the termination of this Agreement, Dealer hereby agrees to immediately remove KLA's name, logo, seal and all other identifying marks or slogans and all promotional materials and to deliver same to KLA by the close of the next business day after such termination, failing which, Dealer authorizes KLA and/or its agent or representative to enter the dealership and to remove KLA's name, logo, seal and all other identifying marks or slogans and all promotional materials, and Dealer hereby agrees to indemnify and hold KLA harmless from such action.

1.14. DEALER HEREBY AGREES TO INDEMNIFY AND HOLD KLA HARMLESS AGAINST ANY AND ALL ACTIONS OR CLAIMS, OR ANY LIABILITIES THEREFROM, BY PURCHASER OR ANY OTHER PARTY WHICH MAY ARISE FROM OR IN CONNECTION WITH ANY CONTRACT PURCHASED UNDER THIS AGREEMENT OR ARISING OUT OF ANY ACT, FAILURE TO ACT OR SERVICE PROVIDED BY DEALER, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, INCLUDING BUT NOT LIMITED TO, ANY LOSS TO KLA INCLUDING WITHOUT LIMITATION, ACTUAL DAMAGES, KLA'S ATTORNEY FEES AND INTEREST LOSSES INCURRED AS A RESULT OF OR ARISING OUT OF ANY CLAIM OR DEFENSE WHICH COULD BE ASSERTED AGAINST DEALER, REGARDLESS OF WHETHER (I) SUCH CLAIM OR DEFENSE IS RELATED TO THE CONDITION OF THE PROPERTY SOLD OR THE QUALITY OF THE SERVICES PROVIDED, (II) SUCH CLAIM EXISTED AT THE TIME OF THE SALE OF THE CONTRACT OR AROSE THEREAFTER, AND/OR (III) THE CLAIM OR DEFENSE IS TRUE OR FALSE OR WAS BROUGHT IN GOOD FAITH. DEALER FURTHER AGREES TO PROMPTLY FULFILL ALL OBLIGATIONS TO PURCHASER AS REQUIRED BY THE CONTRACT, THE UNDERLYING SALES TRANSACTION, AND MANUFACTURER'S WARRANTY, AND THE AGREEMENT TO INDEMNIFY ABOVE SHALL APPLY TO ANY BREACH OF THIS AGREEMENT. THESE INDEMNIFICATION PROVISIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT. IN THE EVENT DEALER BECOMES AWARE OF ANY ACTUAL OR THREATENED LEGAL PROCEEDING OR ACTION AGAINST DEALER WHICH COULD GIVE RISE TO AN ACTION AGAINST KLA, DEALER SHALL GIVE PROMPT WRITTEN NOTICE OF SUCH ACTION TO KLA.

1.15. Dealer agrees to provide KLA the loan applications, copies of credit/disability insurance contracts and policies, Guaranteed Auto Protection policies, Mechanical Breakdown Insurance policies or other insurance products and service contracts, and any other documents necessary for proper documentation of the transactions contemplated by this Agreement.

1.16. Dealer shall take and administer loan applications from Members/Purchasers who may be referred by KLA to Dealer, or who may otherwise seek the services of Dealer. In each such event, Dealer will submit any such application taken to KLA for KLA's consideration under such standards of credit worthiness as KLA might impose from time to time.

1.17. Dealer shall cause the loan application for each Member/Purchaser and all other documents KLA may require to be properly completed and signed by the Member/Purchaser and transmit same to KLA, together with all pertinent information about the Vehicle, including price, trade-in, and any other such information requested by KLA. Transmission by facsimile machine is acceptable.

1.18. Dealer shall secure the execution of each Contract by the respective Member/Purchaser, the contemporaneous absolute assignment of its interest in each Contract and Vehicle to KLA, and the prompt delivery of the Vehicle to the Member/Purchaser.

1.19. KLA agrees to furnish Dealer with the membership eligibility criteria for each Credit Union, as well as membership applications and membership eligibility forms. Prior to consummation of each Contract, Dealer will review membership qualifications with each potential member to determine eligibility to join a Credit Union. Upon determination that the potential member is qualified for membership, the potential member shall complete and sign the membership eligibility form and membership application for the respective Credit Union. Dealer shall forward the signed and completed membership eligibility form, membership application, and required initial membership deposit to open the credit union account to KLA together with all loan documents necessary to complete the loan transaction.

SECTION 2 - WARRANTIES

2.1. With respect to each Contract sold, or to be sold, by Dealer to KLA, Dealer warrants and agrees:

- (a) Dealer has, and will continue to have, legal capacity to enter into each Contract and assign the same to KLA, and has provided KLA with a duly executed and authorized corporate resolution authorizing KLA to enter into this Agreement; and
- (b) The Vehicle which is the subject of the Contract is not subject to any lien, claim, or encumbrance or right of set off of any nature except the lien created by the Contract; and
- (c) That all parties to the Contract have legal capacity to contract and that each Contract is and will continue to be legally enforceable against the Purchaser including compliance with the Motor Vehicle Sales Finance Act of Pennsylvania; and
- (d) The credit information, including but not limited to income and employment history, provided to KLA is true to the best of Dealer's knowledge and was obtained by Dealer from the Contract Purchaser or from third parties with Purchaser's consent, it being expressly understood and agreed that Dealer is responsible for training its staff to ensure all information is true and accurate; and
- (e) Each Contract assigned to KLA was made in good faith, was actually signed by the person or persons named therein as Purchaser, accurately reflects a genuine transaction between Dealer and Purchaser in all particulars, and is not in default at the time KLA accepts the Contract; and
- (f) Dealer has performed all of Dealer's duties under each Contract transferred to KLA, and any outlines in the rate sheet or dealer hand book provide by KLA to the Dealer; and
- (g) Before closing and in connection with each sale, Dealer has complied with all requirements of applicable state and federal laws or regulations, including but not limited to: (i) the Federal Consumer Protection Act and all amendments thereto, including the Truth in Lending Act, (ii) the Equal Credit Opportunity Act, (iii) Regulation B, (iv) Regulation Z, (v) the Fair Credit Reporting Act, (vi) applicable State Credit Codes and Uniform Consumer Credit Codes, (vii) Regulations of the Federal Trade Commission, (ix) the Uniform Commercial Code, (x) the Motor Vehicle Sales Finance Act of Pennsylvania and (xi) all other applicable laws and regulations; and
- (h) The down payment on each Contract has been actually received by Dealer in the form of cash or a fair trade allowance, or both, and is not represented by, or does not consist of, Purchaser's deferred obligations; and
- (i) Dealer has taken all steps required to or will apply for and obtain a proper certificate of title for the Vehicle, showing the Purchaser as registered owner and KLA as legal owner or first lienholder (as applicable) of the Vehicle, or otherwise reflect a perfected security interest in favor of KLA before or within three days after Purchaser takes possession of the Vehicle; and

____ Dealer Initials
____ KLA Initials

- (j) Any person who has an ownership interest in the Vehicle has signed the Contract as Purchaser or Other Owner; and
- (k) Purchaser has not obtained any right in, or possession of, the Vehicle by fraud or any other unlawful scheme, trick, or device; and
- (l) Purchaser has accepted the goods and services described in the Contract and has communicated no dissatisfaction with such goods and services to Dealer; and
- (m) The Vehicle is not to be used as a taxi, for hire and/or for rent or lease; and
- (n) There are no defenses or counterclaims to the payment of the obligation evidenced by the Contract assigned to KLA whether related to or arising from the vehicle, the vehicle purchase transaction or the making of the Contract; and
- (o) Dealer will pay to KLA promptly any payments received from the Purchaser under the Contract; and
- (p) The dealership is licensed and/or registered under the applicable laws of the Commonwealth of Pennsylvania, including but not limited to the Motor Vehicle Licensing Act; and
- (q) Dealer and staff has honored credit union pre-approval forms approved by KLA; and
- (r) Dealer has trained its staff to ensure that all information submitted by the prospective Purchaser is consistent, true and accurate; and
- (s) Except as disclosed in the Contract assigned to KLA, Dealer is not self-insuring obligations under any service or maintenance contract written in connection with the sale of any Vehicle financed through the Contract; and
- (t) The statements in this Dealer Agreement are true and are offered for the purpose of inducing KLA to purchase Contracts under this Agreement; and
- (u) Dealer has complied with all insurance laws, rules and regulations applicable to the Vehicle and ensured that the Vehicle is properly insured in an amount at least equal to the principal balance of the loan; and
- (v) The Purchaser has been furnished with a completed copy of the Contract with all blanks completely and accurately filled in prior to the execution thereof; and
- (w) Dealer has furnished the Purchaser with all rescission notices required by law; and
- (x) Dealer has not knowingly communicated to KLA incorrect information relating to the Purchaser's application or credit statement, including but not limited to information regarding income and employment history, or knowingly failed to communicate to KLA information relating to such application or credit statement; and
- (y) No misrepresentation or misstatement of any material fact contained in or relating to any Contract or any other misrepresentation or breach of warranty has occurred; and
- (z) All insurance premiums and any other charges included in the Contract documents have been or will be actually paid to the appropriate parties; and
- (aa) Dealer has not converted prospective credit union Purchasers to alternative sources of financing, including credit unions.
- (bb) Dealer has asked each prospective Purchaser whether he/she is a credit union member and, if the response is affirmative, has offered KLA the right of first refusal on all credit union member loans.

____ DealerInitials
____ KLA Initials

- (cc) Dealer has good title to the Vehicle and the right to transfer title thereto.
- (dd) All insurance premiums and any other charges included in the Contract have been or will be actually paid to the appropriate party.
- (ee) All sales taxes due and owing on the Collateral have been paid.
- (ff) The assignment of Contracts hereunder to KLA will not relieve Dealer of any liability Dealer may have to any parties to the transaction by virtue of the sale, and Dealer will settle any claims of any Purchaser relating to the Collateral directly with such Purchaser.
- (gg) If the Contract involves the trade in of a vehicle, Dealer has paid off the loan account for the vehicle traded in, if any.
- (hh) Each individual executing any assignment on behalf of Dealer has the express power and authority to do so.

2.2 If any of the foregoing WARRANTIES are breached or prove to be false, notwithstanding any other provision of this Agreement, Dealer will, upon the request of KLA, purchase the affected Contract from KLA within five (5) business days after such request, whether or not the Contract is then in default, for the unpaid balance of principal and interest owing thereon, including, but not limited to, the costs of any premiums added by KLA, plus any expenses of collection, including reasonable attorney's fees.

SECTION 3 - DEFAULT

3.1. Each of the following shall constitute an event of default under this Agreement:

- (a) The failure of Dealer to comply with or to perform any provision of this Agreement, or any other agreement between Dealer and KLA. If such a failure is curable and if Dealer has not been given a prior notice of the breach of the same provision of the applicable agreement, it may be cured (and no event of default will have occurred) if Dealer, after receiving written notice from KLA demanding cure of such failure: (i) cures the default within ten (10) days from the date of the sending of such notice of default; or (ii) if the cure requires more than ten (10) days, immediately initiates steps sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.
- (b) Any representation, warranty, promise, guaranty, agreement, or statement by Dealer to KLA under this Agreement, any contract assigned to KLA, or any other agreement between Dealer and KLA is breached or if at the time made or furnished was false or misleading in any manner or respect.
- (c) Dissolution or termination of Dealer's existence as an ongoing business, death or incompetency of Dealer, insolvency, appointment of a receiver for any part of Dealer's property, any assignment for the benefit of creditors of Dealer, or the commencement of any proceeding under bankruptcy or insolvency laws by or against Dealer.
- (d) Commencement of foreclosure, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor of Dealer against any of Dealer's assets. This subsection shall not apply in the event of a good faith dispute by Dealer as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Dealer gives KLA written notice of such claim and furnishes adequate reserves for the claim.
- (e) Dealer's failure to pay any indebtedness due and owing to KLA.

3.2. If any event of default described above shall occur, Dealer shall promptly reimburse KLA for any expenses related to the default and Dealer shall immediately repurchase the Contract(s) subject to the default for an amount equal to the unpaid principal balance and accrued interest owing on the Contract, plus any costs and expenses incurred by KLA as a result of the event of default, including attorney's fees and associated costs. Dealer's obligations in this paragraph shall arise automatically without any requirement that KLA repossess the Vehicle or that the Contract otherwise be in default. In addition, upon

____ Dealer Initials
____ KLA Initials

any event of default, all amounts owing from Dealer to KLA shall become immediately due and payable, all without notice of any kind to Dealer, at the option of KLA, except for an event of default described in subsection (d) above, in which case acceleration shall be automatic and not optional. KLA may proceed to exercise its legal rights in such manner as it may elect, including but not limited to any of the rights specified in this Agreement. KLA may have a receiver appointed as a matter of right. The receiver may be an employee of KLA and may serve without bond. KLA may hold all of Dealer's accounts with KLA, and may apply the funds in these accounts to pay all or part of any obligations, direct or contingent, owing from Dealer to KLA. In addition, KLA may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, at law, in equity, or otherwise, with regard to any collateral securing Dealer's obligations to KLA. The remedies of KLA as set forth herein shall survive the termination of this Agreement.

3.3. All sums owed by Dealer to KLA under this Agreement shall bear interest at the rate of two (2) percentage points above the Wall Street Journal (Central Edition) Prime Rate in effect from time to time.

SECTION 4 - GENERAL PROVISIONS

4.1. If the assigned Credit Union suffers any loss on any purchased Contract as a result of a repossession or if any insurance written with respect to the Purchaser, Vehicle, or Contract is canceled for any reason, Dealer agrees to pay the assigned Credit Union all unearned insurance premiums paid to Dealer, including but not limited to warranty, property, mechanical breakdown, credit life, and credit disability insurance. Dealer further agrees to pay the assigned Credit Union all unearned commissions paid to Dealer as a result of the sale of any insurance that is related to the Purchaser, Vehicle, or Contract, if and when that insurance is canceled by Purchaser.

4.2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by any court, the remaining provisions of this Agreement shall nevertheless be binding, and this Agreement shall be enforceable as if the void or unenforceable provision or provisions hereof had not been included in this Agreement. An express waiver by KLA of an event of default will not constitute a waiver of KLA's right to declare a default under similar or identical circumstances. No amendment, modification, waiver, or consent with respect to any provision of this Agreement by both parties shall be effective unless it is in writing and signed and delivered by both parties, and then any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which it is given. The rights and liabilities of KLA and Dealer as set forth in this Agreement are in addition to those set forth, or which will be set forth, in the written Contracts, written assignments, or related documents which Dealer may sell, transfer, assign, or deliver to KLA under this Agreement.

4.3. This Agreement may be terminated by either party upon thirty (30) days prior or written notice to the other, provided, however, that such termination shall not affect Dealer's direct or contingent obligations or KLA's rights with respect to any Contract purchased under this Agreement and held by KLA.

4.4. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the United States mail, first class postage prepaid, addressed to the other party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing.

4.5. Dealer agrees to pay upon demand all of KLA's out-of-pocket expenses, including attorney fees, incurred in connection with default under this Agreement or in connection with any payments to KLA made pursuant to this Agreement. KLA may pay someone else to enforce this Agreement and Dealer will pay that amount. This includes, subject to any limits under applicable law, KLA's attorney fees and legal expenses, whether or not there is a lawsuit, including attorney fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Dealer also will pay any court costs, in addition to all other sums provided by law.

Dealer Initials

KLA Initials

4.6. Dealer acts as an independent contractor under this Agreement and there is no agency, joint venture or partnership between the parties.

4.7. Dealer acknowledges that information regarding the business affairs of KLA and the nonpublic personal information of member/Purchasers is confidential in nature and may not be disclosed directly or indirectly to any party other than Dealer's officers, employees and authorized agents, and then only as may be necessary to effect Dealer's obligations under this Agreement. Dealer agrees to immediately notify KLA of any breach in security resulting in unauthorized intrusions into Dealer's information systems, stating the effect on KLA or a Credit Union and the corrective action taken to respond to the intrusion. Dealer agrees to maintain a comprehensive information-security program designed to (a) ensure the security and confidentiality of member information, (b) protect against any anticipated threats or hazards to the security of integrity of such information and (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to a Credit Union's members.

4.8. If there is more than one Dealer under this Agreement or on any Contract, all obligations of such Dealers shall be joint and several.

4.9. This Agreement, the rate sheet, the dealer handbook, the compensation sheet and the addendums attached hereto, read in conjunction with each Contract assigned to KLA, shall be the entire agreement of the parties and shall be binding upon Dealer and KLA and their respective successors, and assigns, and shall inure to the benefit of Dealer and KLA and the successors and assigns of KLA. There are no oral agreements between the parties, and this Agreement supersedes any prior understandings or written or oral agreements between the parties relative to the subject matter of the Agreement.

4.10. Dealer agrees that if there is a lawsuit, Dealer will submit to the jurisdiction of the courts in Commonwealth of Pennsylvania. This Agreement is accepted by KLA in the Commonwealth of Pennsylvania. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Dealer acknowledges it has read all of the provisions of this Master Dealer Agreement and agrees to its terms. This Master Dealer Agreement is dated _____ and is executed in multiple counter parts, each of which shall constitute an original.

KEYSTONE LENDING ALLIANCE, LLC: **DEALERSHIP NAME:** _____

By: _____ **By:** _____

Print Name: _____ Print Name: _____

Title: President/C.E.O _____ Title: _____

Date: _____ Date: _____

**MODIFICATION AND ADDENDUM TO
MASTER DEALER AGREEMENT**

THIS AGREEMENT is made and entered into by and between _____ ("Dealer") and Keystone Lending Alliance, LLC("KLA") for the purpose of modifying that certain Master Dealer Agreement heretofore entered into on _____, 20____, between Dealer and KLA (the "Dealer Agreement"), it being the intention of the parties that this Agreement shall serve as an Addendum to the Dealer Agreement and shall be incorporated into and made a part of the Dealer Agreement for all purposes and, further, it being the intention of the parties that each Third Party Credit Union proposing to purchase or purchasing Contracts from Dealer entered into between Dealer and the members of the Third Party Credit Union ("Third Party Credit Union") be made a third party beneficiary to the Dealer Agreement.

RECITALS

1. KLA has entered into an Indirect Services Agreement with each Third Party Credit Union (the "Services Agreement") under the terms of which KLA will assist the Third Party Credit Union in processing the purchase of Contracts between members of each Third Party Credit Union and the Dealer. KLA will administer the indirect loan program for its own behalf and on behalf of its members, as well as on behalf of the Third Party Credit Unions and their members.
2. The Services Agreement will afford the Third Party Credit Unions access to KLA's existing indirect program and will afford each Third Party Credit Union with a means by which its members seeking to purchase vehicles from Dealer will have more efficient and ready access to the loan services offered by the Third Party Credit Union.
3. The Services Agreement between KLA and each Third Party Credit Union, and the coordinated administration of the indirect loan program by KLA on behalf of each Third Party Credit Union will afford Dealer with a significantly enhanced selection of available financing entities for its customers by virtue of the multiple fields of membership offered by the collective Third Party Credit Unions.

NOW, THEREFORE, in order to accomplish the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dealer and KLA agree as follows:

MODIFICATION AND ADDENDUM

1. This Agreement shall modify the Dealer Agreement effective as of the Dealer Agreement's effective date.
2. KLA shall provide a list to Dealer of all Third Party Credit Unions upon execution of this Agreement (the "Third Party Credit Union List").
3. Except as provided hereafter, wherever the term "KLA" shall appear in the Dealer Agreement, that term shall be deemed to refer to and to include the Third Party Credit Union proposing to purchase or purchasing Contracts from Dealer entered into between Dealer and the members of the Third Party Credit Union. Any duty, obligation or warranty made or owing by Dealer under the terms of the Dealer Agreement shall inure to the benefit of the Third Party Credit Union proposing to purchase or purchasing any such Contract.

Dealer Initials

KLA Initials

4. The parties agree that KLA may deal with Dealer on behalf of any Third Party Credit Union, may perform underwriting services and make membership eligibility analyses on behalf of any Third Party Credit Union, may provide notices to Dealer, communicate the acceptance or rejection of loans to Dealer, make demand upon Dealer that Dealer satisfy any duty or obligation under the Dealer Agreement, make payment to Dealer or accept payments owing from Dealer, all on behalf of any Third Party Credit Union pursuant to the above-described Services Agreement. Dealer agrees to acknowledge and accept any representation by KLA that it is acting on behalf of a Third Party Credit Union for any such purpose and to deal with KLA under those circumstances as if it were dealing directly with the Third Party Credit Union represented.
5. The parties agree that, to the extent that any inconsistency might exist or arise between the terms and conditions set forth in the Dealer Agreement and the terms and conditions of this Modification and Amendment, any such inconsistency shall be resolved in favor of an interpretation consistent with the intent of the parties that the Third Party Credit Unions enjoy the benefits and rights of "KLA" under the Dealer Agreement. It is further agreed that the Third Party Credit Unions may enforce the terms of the Dealer Agreement in a court of competent jurisdiction.
6. Dealer and KLA, by the signatures of their respective representatives appearing below, affirm the terms and conditions of the Dealer Agreement without modification other than those set forth herein, and agree to continue to be bound thereby.
7. The parties agree, acknowledge and anticipate that additional Third Party Credit Unions may be made a party to the Dealer Agreement and this Modification and Addendum which is incorporated therein. The parties agree that any such Third Party Credit Union added as a party hereafter shall be characterized as a "Third Party Credit Union" as that term is contemplated herein, inuring to the rights and benefits hereof and under the Dealer Agreement. The parties agree that the Dealer Agreement and this Modification and Addendum shall be effective as to any subsequent Third Party Credit Union upon the provision by KLA to Dealer of an amended Third Party Credit Union List. Any such amended Third Party Credit Union List shall be attached to this Modification and Addendum and made a part hereof, and shall be deemed effective on the date that the same, or a copy thereof, is transmitted to Dealer by US mail, facsimile transmission, electronic transmission or otherwise.

IN WITNESS WHEREOF, KLA and Dealer agree to the terms and conditions of, and agree to be bound by this Modification and Addendum and the above-described Dealer Agreement restated herein.

Keystone Lending Alliance, LLC: DEALERSHIP NAME: _____

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

EXHIBIT "A"

Member Eligibility Qualifications and Lien Holder Information

- * Applicant must live or work within defined service area of designated credit union.
- * Keystone Lending Alliance, LLC. Will determine assigned credit union based on above criteria.

Lienholder / Loss Payee Addresses

All Member Credit Unions			
A & S FCU 2090 Brodhead Rd. Aliquippa, PA 15001 724-375-0248 www.asfederal.org FIN: 25097058501	Alcoa Pittsburgh FCU 201 Isabella St., Suite 100 Pittsburgh, PA 15212 412-553-3100 www.alcoapittfcu.org FIN: 24308319801	Allegent Community FCU ★ 1001 Liberty Ave., Suite 100 Pittsburgh, PA 15222 412-642-2875 www.allegentfcu.org FIN: 25097791901 Loss Payee: PO Box 924181 Fort Worth, TX 76124	Arize FCU 650 Science Park Rd. State College, PA 16803 814-272-0657 www.arizefcu.org FIN: 25134822001
Century Heritage FCU ★ 700 Regis Avenue Pittsburgh, PA 15236 412-650-2600 www.chfcu.org FIN: 25097932901 Loss Payee: PO Box 924188 Fort Worth, TX 76124	CHROME FCU PO Box 658 Canonsburg, PA 15317 724-228-2030 www.chromefcu.org FIN: 25613362001 Loss Payee: PO Box 924197 Fort Worth, TX 76124	Clearview FCU ★ 8805 University Blvd. Moon Twp., PA 15108 412-269-3061 www.clearviewfcu.org FIN: 52605181801 Loss Payee: PO Box 25521 Fort Worth, TX 76124	Discovery FCU 2744 Century Blvd Wyomissing, PA 19610 610-372-8010 www.discoveryfcu.org FIN: 23138564601
Galaxy FCU 1313 Liberty St. Franklin, PA 16323 814-432-1207 www.galaxyfcu.com FIN: 25097422501	Glass Cap FCU 241 N. Pittsburgh St. Connellsville, PA 15425 724-628-2424 www.glasscapfcu.com FIN: 25114271701	Greater Pittsburgh FCU 4415 Fifth Ave., Suite 100 Pittsburgh, PA 15213 412-621-6800 www.greaterpittsburghfcu.com FIN: 25108762201	Greater Pittsburgh Police FCU 1338 Chartiers Ave. Pittsburgh, PA 15220 412-922-4800 www.pittsburghpolicefcu.com FIN: 25097424901
Hershey FCU 232 Hershey Road Hummelstown, PA 17036 717-533-9174 www.hersheyfcu.org FIN: 23149145701	Lanco FCU 349 West Roseville Rd Lancaster, PA 17601 717-569-7180 www.lancofcu.com FIN: 23173315701	Moonlight FCU 101 Deer Park Rd., PO Box 427 Worthington, PA 16262 724-297-3084 www.moonlightfcu.com FIN: 25102241901	New Alliance FCU 835 Merchant St. Ambridge, PA 15003 724-266-7675 www.newalliancefcu.com FIN: 25097181801
New Castle Bellco FCU 1011 Wilmington Ave. New Castle, PA 16101 724-654-8485 www.newcastlebellco.com FIN: 24338287301	New Directions Community CU 777 Allegheny Blvd. Franklin, PA 16323-2343 814-432-4091 www.newdirectionscu.com FIN: 24338150201	The One FCU 300 Arch St. Meadville, PA 16335 814-336-2794 www.onefcu.com FIN: 25100544101 (PA ONLY) New York ELT # 85269	PA Central FCU 959 East Park Drive Harrisburg, PA 17111 717-564-4661 www.pacentralfcu.com FIN: 23137791501
Pheple FCU 708 State Route 119 Greensburg, PA 15601 724-834-5580 www.pheplefcu.org FIN: 25100667501	Priority First FCU 364 Midway Drive DuBois, PA 15801 814-371-4817 www.priorityfirstfcu.org FIN: 25120927001 Loss Payee: PO Box 924111 Fort Worth, TX 76124	Riverfront FCU 2609 Keiser Boulevard Wyomissing, PA 19610 610-374-8351 www.riverfrontfcu.org FIN: 23138553601 Loss Payee: PO Box 924614 Fort Worth, TX 76124	SRU FCU 100 Arrowhead Drive Slippery Rock, PA 16057 724-794-6292 www.srufcu.org FIN: 25111500001
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West-Aircomm FCU ★ 485 Buffalo St. P.O. Box 568 Beaver, PA 15009 724-775-9630 www.westaircomm.com FIN: 24337970501 Loss Payee: PO Box 924390 Fort Worth, TX 76124	Western PA FCU 2300 Freeport Rd, STE 15 New Kensington, PA 15068 724-339-0635 www.westernpafcufcu.org FIN: 23731849501	Widget FCU ★ 2154 East Lake Road Erie, PA 16511 814-456-6231 x 115 www.widgetfinancial.com FIN: 25097421401	

Addendum “A” to the Master Dealer Agreement **Dealer Compensation**

Pursuant to the MASTER DEALER AGREEMENT between Keystone Lending Alliance, LLC and Dealer, Dealer compensation thereunder shall be as follows:

1. Keystone Lending Alliance, LLC will from time to time establish interest rates for its loans (“KLA rate”) and will provide Dealer with these interest rates on a Rate Sheet.

2. For each completed Contract under the Master Dealer Agreement, Keystone Lending Alliance, LLC shall pay to the Dealer the amount determined as follows with reference to the Rate Sheet in effect on the date of the Contract (the “Dealer Compensation”):

- a. **Flat Fee** as a percentage of the amount financed defined by contract interest rate.
- b. 75% of the sum of the actual finance charge to the Purchaser under the Purchaser’s Contract less the finance charge at the Buy Rate. This calculation will be computed according to the **Dollar Difference Method**.

3. This Dealer Compensation shall remain in effect until the Master Dealer Agreement terminates.

EXECUTED this _____ day of _____, 20____.

KEYSTONE LENDING ALLIANCE, LLC:

DEALERSHIP NAME: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: President/C.E.O.

Date: _____

Date: _____



Limited Partnership Resolution

The following resolution has been duly adopted by the General Partner of:

(name of limited partnership)

BE IT RESOLVED that the Limited Partnership is hereby authorized to enter into one or more agreements with KEYSTONE LENDING ALLIANCE, LLC for the purpose of establishing and maintaining a loan facility for prospective purchasers of inventory from the Limited Partnership. This facility will be comprised of a point of purchase acceptance of qualified loan applicants upon the terms and conditions and the consideration specified in the agreements

BE IT FURTHER RESOLVED that (name) _____, as the (title) _____ of the Limited Partnership is hereby constituted as attorney in fact for the Limited Partnership to enter into the agreements and to bind the Limited Partnership thereto. Said attorney is further authorized to do such other and further acts as may be required to carry out the implementation and maintenance of the agreement with the corporation. The Limited Partnership hereby agrees to and ratifies all acts taken by said attorney pursuant to this Resolution and represents that the Limited Partnership is duly organized according to law, is in good standing, and is authorized to conduct business in this State.

Signed this _____ day of _____, 20____.

Limited Partner

Director

Director

Director

Director



Corporate Resolution

The following resolution has been duly adopted by the board of directors of:

(name of corporation)

BE IT RESOLVED that the corporation is hereby authorized to enter into one or more agreements with KEYSTONE LENDING ALLIANCE, LLC for the purpose of establishing and maintaining a loan facility for prospective purchasers of inventory from the corporation. This facility will be comprised of a point of purchase acceptance of qualified loan applicants upon the terms and conditions and the consideration specified in the agreements

BE IT FURTHER RESOLVED that (name) _____, as the (title) _____ of the corporation is hereby constituted as attorney in fact for the corporation to enter into the agreements and to bind the corporation thereto. Said attorney is further authorized to do such other and further acts as may be required to carry out the implementation and maintenance of the agreement with the corporation. The corporation hereby agrees to and ratifies all acts taken by said attorney pursuant to this Resolution and represents that the corporation is duly organized according to law, is in good standing, and is authorized to conduct business in this State.

Signed this _____ day of _____, 20__.

Corporate Secretary

Director

Director

Director

Director



Resolution for Limited Liability Company

The following resolution has been duly adopted by the board of managers of:

(Name of Limited Liability Company)

BE IT RESOLVED that the company is hereby authorized to enter into one or more agreements with KEYSTONE LENDING ALLIANCE, LLC for the purpose of establishing and maintaining a loan facility for prospective purchasers of inventory from the company. This facility will be comprised of a point of purchase acceptance of qualified loan applicants upon the terms and conditions and the consideration specified in the agreements

BE IT FURTHER RESOLVED that (name) _____, as the (title)_____ of the company is hereby constituted as attorney in fact for the company to enter into the agreements and to bind the company thereto. Said attorney is further authorized to do such other and further acts as may be required to carry out the implementation and maintenance of the agreement with the company. The company hereby agrees to and ratifies all acts taken by said attorney pursuant to this Resolution and represents that the company is duly organized according to law, is in good standing, and is authorized to conduct business in this State.

Signed this _____ day of _____, 20____.

Board Secretary

Board Member

Board Member

Board Member

Board Member

Equal Credit Opportunity Act

We agree to comply with the Equal Credit Opportunity Act Notice as follows:

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

Dealership

Signature

Date



Keystone Lending Alliance, LLC
Authorization Agreement
For Automatic Credits/Debits

Dealer Name: _____

Dealer Address: _____

The undersigned Dealer authorizes Keystone Lending Alliance, LLC to: (i) initiate credit entries to Dealer's checking account indicated below (the "Account"); and (ii) initiate debit entries to the Account, only if and when necessary, to correct any erroneous prior-issued credits to the Account. Dealer also authorizes its depository institution (indicated below) to credit and/or debit such entries received from Keystone Lending Alliance, LLC.

When completing the ACH form, do not use the routing number from the bottom of your check or deposit slip. Please contact your financial institution for the ACH routing number for your account.

Depository Institution

Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Bank Telephone No.: (____) _____

Routing Transit/ABA No: _____
(9 Digits)

Account No.: _____

Name on Account: _____
(Please Print)

Tax ID Number: _____

(Dealer Name)

By: _____
Please sign above

Print Name and Title Above

Date: _____

ATTACH VOIDED CHECK OR DEPOSIT SLIP



6021 Wallace Road Ext., Suite 100
Wexford, PA 15090
P. 724-934-3394
F. 724-934-3389
www.keystonelendingalliance.com

As you are aware, the Federal Trade Commission's Identity Theft Red Flags and Notices of Address Discrepancy provisions, commonly known as the Red Flag Rules, became effective January 1, 2008. Full compliance has been delayed until May 1, 2009.

Auto dealers now have broader responsibilities to prevent and respond to identity theft with the Red Flag regulations. We realize that under the Red Flag Rules dealerships are becoming a front line of defense against identity theft in the auto-lending industry. Identity validation should occur before submitting your customer's application to us.

In our efforts to help prevent and respond to identity theft and to continue our lending relationship with you and your customers, we are requesting your certification of compliance with the Red Flag Rules. ***Please state your dealership name and sign the certification below stating that you have your Identity Theft and Red Flag Program in place.***

Thank you in advance for your cooperation.

Sincerely,

(Dealer Name) certify that our Identity Theft and Red Flag Program is operational.

Signature

Printed Name



6021 Wallace Road Ext., Suite 100
Wexford, PA 15090
P. 724-934-3394
F. 724-934-3389
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The Federal Reserve Board and the Federal Trade Commission have published final rules on the risk-based pricing disclosures that are required by section 311 of the FACT Act. That section required a disclosure if any person uses a consumer report in connection with an application for, or an extension of, credit on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of customers.

Effective January 1, 2011, the rules require a creditor to provide a consumer with a notice when, based on the consumer's credit report, the creditor provides credit to the consumer on less favorable terms than it provides to other consumers. Consumers who receive this risk-based pricing notice will be able to obtain a free credit report to check the accuracy of the report. Automobile dealers are the original creditor in a three-party financing transaction and control the interest rate and placement of the contract to a financial institution.

For indirect auto finance, the dealer is responsible for giving a clear and separate notice to the credit applicant as soon as possible after pulling the credit score but not later than the consummation of the deal. There is a model form published by the FTC that will be available via Dealer Track and Route One. Either of the following two methods may be employed to determine when applicants receive a notice:

Credit-score proxy notice given to customers whose scores are below the cut-off scores the dealer establishes. There must be separate cut-off scores for new and used vehicle customers and dealerships must revise the cut-off scores at least every 2 years.

Credit score disclosure notice is a consistent form of credit score disclosure given to every applicant for credit, financed or not. The FTC expects dealers to use this method based on it being simpler to implement.

Keystone Lending Alliance, LLC requires compliance with the FACT Act regulation to insure the borrower(s) on loans placed with our partner credit unions have received a risk-based pricing disclosure form. To continue our lending relationship with you and your customers, we are requesting your certification of compliance with the regulation and notice of which form of disclosure will be utilized. *Please state your dealership name and sign the certification below stating that you have a risk-based pricing program in place.*

_____ (Dealer Name) certifies that our FACT Act Risk-Based Pricing program is operational and we are utilizing the _____ notice.

Signature

Date

Printed Name

Please complete immediately and return to KLA @ 724-934-3389



Keystone Lending Alliance, LLC Guaranteed Auto Protection Dealer Agreement

This agreement by and between Keystone Lending Alliance, LLC (KLA), and _____ (Dealer) on this _____ date is for the purpose of allowing Dealer to offer the KLA Guaranteed Auto Protection (GAP) product to members who finance their applicable collateral with KLA. This Agreement shall be effective for twelve (12) months from the above date and renew automatically for twelve (12) month terms. This Agreement may be terminated by either party by giving a written sixty (60) day notice.

Therefore, both parties agree to the following:

A. KLA agrees to perform as follows:

- Provide marketing materials and training to dealer employees, so that features and benefits of the GAP product are clearly and properly explained to members.
- Act as contact to members for claims processing.

B. Dealer agrees to perform as follows:

- Offer KLA's GAP product to only members financing with the KLA, explaining features, benefits and details of GAP product clearly.
- GAP may be sold at maximum retail rate of 200% over dealer cost not to exceed state maximum.
- GAP contract submitted with retail contract within 30 days of credit application approval date.
- Report all GAP enrollments and display on contract.

KLA's GAP program is may be canceled with a full refund to member within sixty (60) days of the Origination Date for any reason other than in the event of a total loss during that period. After sixty (60) days the contracts are fully earned and non-refundable. However, in the event of repossession, Dealer will be charged back a pro-rata portion of their fees associated with GAP contract on repossessed vehicle.

Both parties further agree to indemnify and hold the other harmless from and against all claims, damages, or liability arising from or related to the

indemnifying party's acts or omissions in carrying out the indemnifying party's duties under this agreement. Neither party shall be liable to the other party under this section to the extent that the other party caused, contributed to or compounded the claim, damage or liability at issue.

Each party entering into this agreement has authorization to sign on behalf of the KLA and Dealer.

DEALER

Keystone Lending Alliance, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



6021 Wallace Road Ext., Suite 100
Wexford, PA 15090
Phone: 724-934-3394
Fax: 724-934-3389

Portfolio Management Team

Hours of Operation: M,T,W,R 9am-9pm; F 9am 6pm; S 9am-5pm

NAME	TITLE	PHONE/EXT.	FAX	Email
Robert Brant	CEO	4526	412-291-1093	rbrant@kla.us.com
Barb Patterson	Office Manager	4531	724-934-3389	bpatterson@kla.us.com
Karen Krauland	AVP, Lending Services	4522	724-246-9105	kkrauland@kla.us.com
Lisa MacDonald	Funding Manager	4535	412-291-1388	lmacdonald@kla.us.com
Christine Kuhns	Loan Processor	4551	412-246-9479	ckuhns@kla.us.com
Samantha Madine-Alward	Loan Processor	4509		smadine-alward@kla.us.com
Beth Herzog	Loan Processor	4527		bherzog@kla.us.com
Lori Ramsey	Loan Processor	4536		lramsey@kla.us.com
Sheila Price	Loan Processor	4532		sgasper@kla.us.com
Kristin Dillon	Loan Processor	4542		kdillon@kla.us.com
Kim Williams	Loan Processor	4552		kwilliams@kla.us.com
Jessica Scott	Loan Processor	4555		jscott@kla.us.com
Tonya Pappas	Loan Processor	4524		funding@kla.us.com
Paula Johnston	Loan Documentation	4525		pjohnston@kla.us.com
Frank Rachwal	Credit Manager	4528	412-291-1783	frachwal@kla.us.com
Mike Mulhair	Sr Credit Officer /DSM	4541	412-291-1142	mmulhair@kla.us.com
John Bujalski	Credit Officer / DSM	4540		jbujalski@kla.us.com
Scott Perez	Credit Officer / DSM	4539		sperez@kla.us.com
Josh Gubish	Credit Officer / DSM	4543		jgubish@kla.us.com
Joe Forrest	Credit Officer / DSM	4544		jforrest@kla.us.com
Mary McAnlis	Credit Officer	4553		mmcanlis@kla.us.com

Southwest Regional Sales Manager: Kelly Rosenbaum 724-207-0835 Fax: 412-291-1251 Email: krosenbaum@kla.us.com

Northwest Regional Sales Manager: Patrick Dugan 412-522-5477 Fax: 412-246-9460 Email: pdugan@kla.us.com

East Central and Eastern Regional Sales Manager: Andy Hart 717-844-3175 Fax: 412-291-1199 Email: ahart@kla.us.com

West Central Regional Sales Manager: Donna Kilmer 412-310-8337 Email: dkilmer@kla.us.com



KLA Subscriber Credit Unions

Contact by email at:

lending@kla.us.com

funding@kla.us.com

All Member Credit Unions

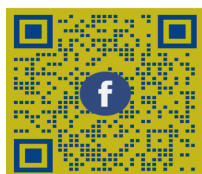
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Regional Sales Manager South West PA: Kelly Rosenbaum 724-207-0835 Email: krosenbaum@kla.us.com

Regional Sales Manager North West PA: Patrick Dugan 412-522-5477 Email: pdugan@kla.us.com

Regional Sales Manager West Central PA: Donna Kilmer 412-310-8337 Email: dkilmer@kla.us.com

Regional Sales Manager East Central PA: Andy Hart 717.844.3175 Email: ahart@kla.us.com



Fuse Dealer Portal for documents
 or
 Mail Contracts to:
 Keystone Lending Alliance, LLC.
 6021 Wallace Road Ext., Suite 100
 Wexford, PA 15090



Finding the Right Credit Union for your Automobile Loan!



Serving members who live or work in Beaver County



Serving Alcoa's, Arconic, Graybar Electric, Hydrex Extruded Solutions and PPG Members, Employees, and family



Serving members who live, work, worship or attend school in Berks county, Westmoreland County



Serving members who live or work in Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Indiana, Lawrence, Washington, and Westmoreland County



Serving Members and their families who live, work, worship or attend school in Dauphin or Lebanon Counties



Serving members who live, work, worship, or attend school in Lancaster County



Serving members who live, work, worship, attend school or conduct business in Dauphin, Cumberland or Lebanon Counties.



Serving members who live or work in Westmoreland County



Serving members, and their family members who work for one of their Preferred Partner Groups. Learn more @

<https://www.usx.org/about-us/preferred-partners/>



Serving members who live or work in Centre or Huntingdon County



Serving members who live or work in Fayette County



Serving members who live or work in Beaver County and parts of Allegheny County



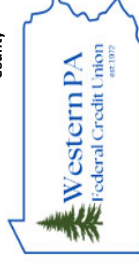
Serving members who live or work in Clearfield and Jefferson County



Serving members who live or work in Allegheny or Washington County



Serving members who live or work in Allegheny, Washington, or Westmoreland County



Serving members based on employer affiliation



Serving members who live or work in Allegheny, Armstrong, Beaver, Butler, Fayette, Washington, or Westmoreland Counties



Serving members who are employees of UPMC, Pitt, Carlow Univ., Carnegie Library & Museums, Chatham Univ., Point Park Univ., Treedale, WQED, see more @ www.greaterpittsburghfcu.org/about/eligibility/



Serving members who live or work in Lawrence County



Serving members and their families who live, work, worship or attend school in Berks County,



Serving members who live or work in Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Washington, and Westmoreland County



Serving members who work at Pittsburgh Bureau of Police or Pittsburgh Public Safety Dept.; Employees & Appointed Officials of municipalities in Allegheny County



Serving Members who live, work, or attend school in Venango, Forest, Warren and Crawford Counties



Serving members who live or work in Slippery Rock, SRU employees, SRU Student Gov't Assoc., SRU Foundation, Newman Center, SR Borough or Municipal Auth., SR VFC & Rescue Team, AVI Food Systems, and members of Heritage Association



Serving current members, employees of USSCO SEG Employers.



Serving members who live or work in Erie and Crawford County



Serving members who live or work in Allegheny, Beaver, or Butler County



Serving members who live or work in Fayette, Washington, or Westmoreland County



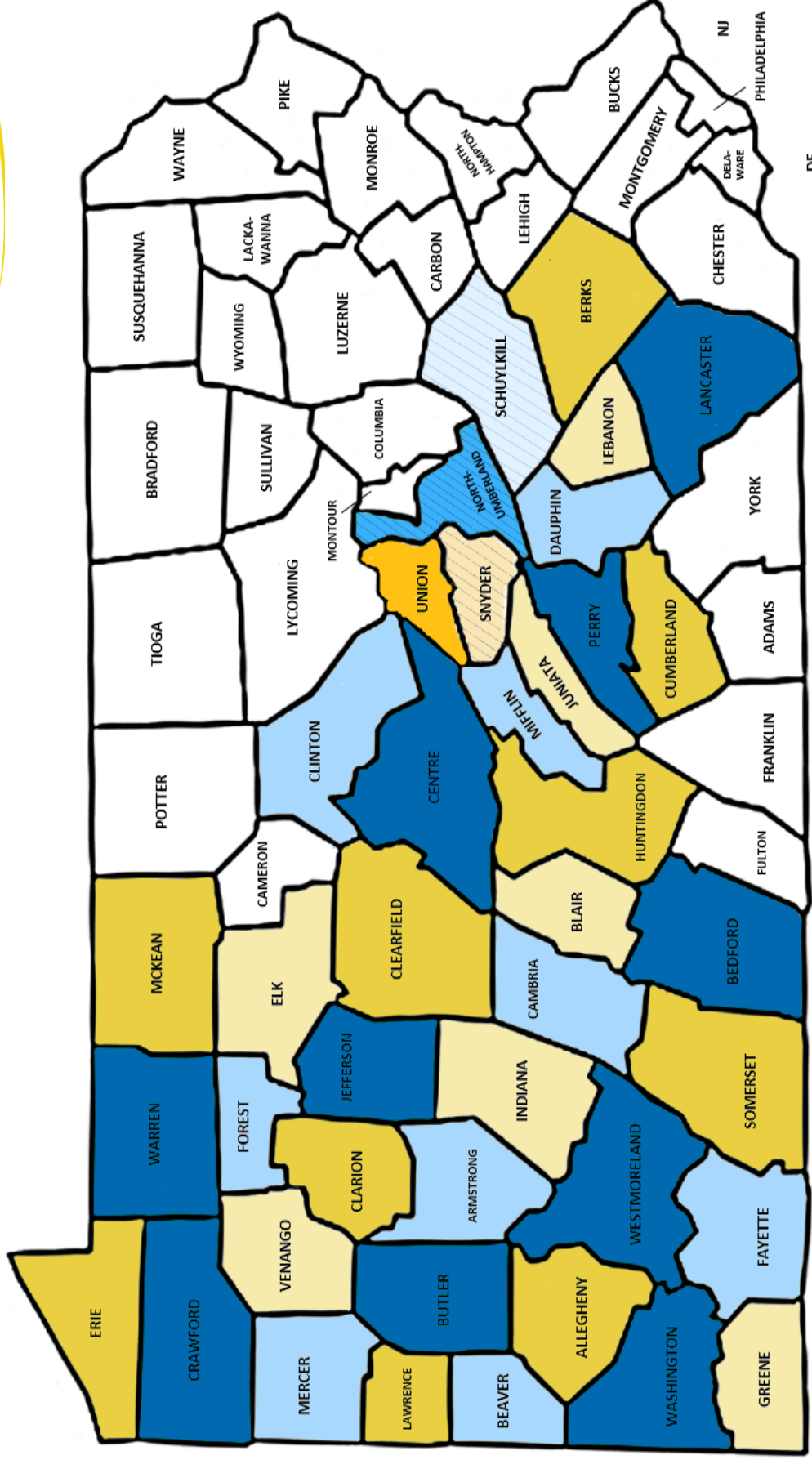
Serving members who live or work in Westmoreland County



Serving members who live, work, or do business in Armstrong, Butler, Clarion, Clearfield, Elk, Forest, Indiana, Jefferson, McKean, Mercer, Venango, Warren County



Serving members who live, work, or worship in Armstrong County



Keystone Lending Alliance, LLC Lending Area eligibility includes anyone who lives or works in the following Counties:

- | | | | |
|--|---|--|---|
| <u>North West PA</u>
Clarion, Crawford, Erie, Forest,
Jefferson, Mercer, Warren,
Venango | <u>South West PA</u>
Allegheny, Armstrong, Beaver,
Butler, Cambria, Fayette, Greene,
Indiana, Lawrence, Somerset,
Washington, Westmoreland | <u>Central PA - West</u>
Bedford, Blair, Centre, Clearfield,
Clinton, Elk, Fulton, Huntingdon,
McKean, Mifflin | <u>Central PA - East</u>
Berks, Cumberland, Dauphin,
Franklin, Juniata, Lancaster,
Lebanon, Northumberland, Perry,
Schuylkill, Snyder, Union |
|--|---|--|---|



Keystone Lending Alliance, LLC
6021 Wallace Rd Extension, Suite 100
Wexford, PA 15090
724-934-3394
724-934-3389 (fax)
www.keystonelendingalliance.com

Base Retention Rates (All Markets) – Effective 07/01/2025

*Tier 1 - Tier 3 Base rates for 3% Flat Fee; Rates may be by market, risk discounts, or risk adds	Dealer Retention	Tiers/	Tier 1	Tier 2	Tier 3	Tier 4-6 (669 - 600)
	Model Year	Max. Term	725+	724-700	699-670	KLA Advantage Program See Callback for Flat Fee
	NEW & USED 2026 - 2024	60/63	6.49	6.69	7.19	7.49 - 18.00
		66	6.59	6.79	7.29	
		72	6.79	6.99	7.49	
		75	6.89	7.09	7.59	
		78	7.09	7.39	8.19	
		84	7.39	7.79	8.69	
	Used 2023 - 2022	60/63	6.59	6.79	7.29	7.89 - 18.00
		66	6.79	6.99	7.49	
		72	6.99	7.19	7.79	
		75	7.09	7.29	7.99	
		78	7.34	7.74		
	2021 - 2020	60	6.84	7.04	7.54	8.39 - 18.00
		66	7.04	7.24	7.74	
		72	7.34	7.64	8.24	
	2019 - 2018	60	7.34	7.64	8.14	9.09 -18.00
		66	7.54	7.84	8.44	
	2017	48	7.84	8.14	8.84	9.89 - 18.00
60		7.94	8.34	9.14		

KLA Lending Area (Counties): Allegheny, Armstrong, Beaver, Bedford, Berks, Blair, Butler, Cambria, Centre, Clarion, Clearfield, Crawford, Cumberland, Dauphin, Erie, Fayette, Forest, Greene, Huntington, Indiana, Jefferson, Lancaster, Lawrence, Lebanon, Mercer, Perry, Somerset, Venango, Washington, Westmoreland

*Rates may vary by market, amount financed, advance, loan to value, high payment or debts, odometer, first-time buyers, or bankruptcy.

Program Highlights (see underwriting guidelines for details)

Loan Parameters: Minimum Loan Amount \$7,500; Maximum Contract Rate is 18%; Eligible Terms 24-84 months.

Minimum FICO Auto Score Guideline 625

Maximum Terms may be adjusted up or down based on vehicle miles (max. miles 90,000)

Min. invoice or NADA Clean Trade Value for 66mo. = \$10,000; 72mo. = \$12,500; 75mo. = \$15,000; 78mo. = \$22,500; 84mo. = \$27,500

Maximum Advances Tiers 1-3 up to 135% Incl. TTL + Backend Adds; Tier 4 up to 125%; Tier 5 up to 115%; Tier 6 up to 105%

Total back end adds not to exceed 20% of MSRP/NADA Clean Retail up to cap of \$6,500; 25% / \$7,500 with KLA Service Contract/GAP.

Service Contract Limit *\$4,000 (4WD/AWD \$5,000) or 10% of MSRP/NADA Clean Retail, whichever is greater, excluding tax up to \$6,000

*min. 2 year/24,000 mi. VSC; min. 3 year/36,000 mi. for VSC >\$3,000; min. 4 year/48,000 mi. >\$4,000; min 5 yr/60,000 mi. >\$5,000

GAP Limit \$1,100 (non-members); \$950 (current CU members)

Maximum Insurance Deductible is \$500 on Comprehensive and Collision Insurance (higher with approval).

Maximum to First Payment is 45 days.

Discounts Available from stated rates based on the following: Current KLA Credit Union Member, Equity, Preferred Make, System Approvals, Flex Competitor Match, and Reduced Flat Fees up to permissible cap.

Digital Funding: Secure Email Funding \$5.00; eContracting \$8.50

Returned Contract Fee \$50; **Processing Fee for Returned Contracts that are Funded** \$25

Electronic Lien and Loss Payee (See Financial Institution Number and Insurance Loss Payee Address on Funding Package Checklist)

Dealer Flat Fees defined on callback (Most buy rates will pay 3% Flat Fee; Current Member buy rates will pay 2% Flat Fee; Some may pay less)

Flat Fees will be paid on ALL contracts written at a bonus flat fee rate disclosed on KLA approval up to the following limits* **:

4.25%+ Flat Rate up to \$2,500; 4.0% Flat Rates up to \$2,375; 3.75% Flat Rate up to \$2,250; 3.50% Flat Rates up to \$2,125; 3.25% Flat Rate up to \$2,000; 3.00% Flat Rate up to \$1,850; 2.75% Flat Rate up to \$1,750; 2.50% Flat Rate up to \$1,650; 2.25% Flat Rate up to \$1,550; 2.00% Flat Rate up to \$1,450; 1.75% Flat Rate up to \$1,250; 1.50% Flat Rate up to \$1,000; 1.25% Flat Rate up to \$900; \$1.00% Flat Rate up to \$800.

***Flat Fees may be limited based on terms max mark-up **Tier 4 – 6 may be limited to buy rate and pays 2% Flat unless Bonus Flats are listed on callback**

Maximum Dealer Adjustment to Base Rate is 1%

Maximum Rate Mark-ups: 36-72mo. = 1%; 73-77mo. = .75%; 78-83mo. = .50%; 84mo. = .25%; **Max. Rate Mark-down:** 1% All Terms.

**Current Credit Union Members may be limited to .50% as stipulated with flat rates up to a maximum of \$1,500.

Bonus Flats: Minimum Amount Financed \$7,500; Minimum Term 48 months; *Flat Fees limited on terms amount financed \$6,000 - \$7,500 and 36-47 months; Increased Acquisition Fee Applies; No dealer payout on loans <\$6,000 and/or term <36 months*

Keystone Lending Alliance

Dealer Underwriting Guidelines – All Markets



Effective 07-01-25

Eligible Vehicles

Subject to year restriction: Vehicles must be 2017 model year or newer with less than 90,000 miles and have completed inspection. No RV's, Van Conversions, Branded/Salvaged titles, "As-is", or "commercial use" vehicles. As of April 1, all prior year new vehicles (2024's) will be valued at book value; If not available, use 90% of Invoice (Tiers 1-3); 80% (Tier 4 & below); Max. exception 130% of adjusted value. Current year new, non-titled, with over 6,000 miles and current year used vehicles with no book value will be valued using the chart below.

Mileage	<6,000	6,001-12,000	12,001-18,000	18,001-25,000	>25,000
Total Invoice Allowance	Up to 90%	Up to 85%	Up to 80%	Up to 75%	Call for value

Loan Parameters	\$7,500 (minimum book amount \$5,000); Terms 24-84mo. Maximum Contract Rate is 18.0%. No Loans may be made to any borrower deriving income from a marijuana related business (MRB).
Income/Employment:	Minimum guideline is \$1,650/mo.; 1 year employment or in same field with no more than 2 jobs in past 12 months; Self-employed, including 1099 employees, must be in business for a minimum of 3 years, have a FICO score >670, 2 years tax returns with schedule C required on FICO scores <700.
Credit Bureau:	FICO score guideline is 625 based KLA report. Min. 2 years history, 5 tradelines, and \$1,500 minimum "applied for credit". Discharged bankruptcies only (no open or multiple Bk's). Require satisfactory explanation if <1 year since discharge. Min. 6 months re-established auto payment history/no delinquency after Bankruptcy; 12 months after repossession. Rate surcharge applies.
Down Payment:	All Tier 5 and below, first time buyers, repossessions, foreclosures, and less than 4 years since bankruptcy require the greater of \$1,000 or 10% of base price down payment. Credit Card Down Payment cap is 10% of Sales Price up to \$2,000 Tier 3 applicant or higher; \$1,000 below Tier 3.
Residence/Eligibility:	Minimum 2-year residency history. 6 months at current address, or homeowner. No more than 2 residences in past 12 months. Co-borrowers must live at same address. The primary driver must be on the contract as obligor. Applicant(s) must reside or work in W. PA 34 County Area with valid DL.
Debt Service Capacity:	Up to 55% max all payments to gross verifiable income; Up to 20% max payment to gross income.
Advances:	<i>Based on Invoice or NADA Clean Trade Value (may be adjusted based on vehicle odometer). Certified Pre-Owned Add to Retail or Clean Trade Value is <u>not</u> permitted.</i> Up to 145% Front-End (Line 3 including Doc Fee + non-back end adds + TTL) Advance + Back-End adds*; Rate surcharge may apply. *Max. Back-End (Warranty, GAP, LAH) 20% of Retail Value up to cap of \$6,500.
Service Contract/GAP:	Limited to \$4,000 (AWD/4WD \$5,000) or 10% of MSRP/NADA Clean Retail, excluding tax, up to \$6,000 max. (min. 50% of loan term/24,000 miles). GAP \$1,100 (Current Members \$950), Min. LTV for GAP is 80%. All back end adds must be refundable on a pro-rated basis.
Eligible Terms:	Minimum invoice or NADA Clean Trade: 66months = \$10,000; 72 months = \$12,500 (Tiers 1-4) and \$15,000 (Tiers 5 and below); 75 months = \$15,000 (Tiers 1-3) and \$17,500 (Tiers 4 and below); 78 months = \$22,500 (New/1yr only); 84 months = \$27,500 (see rate sheet for model year eligibility). Term extensions: add .25% for first 6mo.; .50% for each additional 6mo. (approval required). Loan Maturity date may not exceed non-citizen Work Visa/Green Card/Passport expiration date.
Dealer Flat Fees:	KLA Base Rate pays a 3% Flat Fee of the amount financed. Dealerships may adjust the contract rate up or down a maximum of 1% to earn up to a 5% Flat Fee or as low as a 1% Flat Fee. Maximum Rate Mark-ups on terms longer than 72mo.: .75% 73-77 months; .50% 78-83 months; .25% 84+ mo. (Current Member cap of .50%). Minimum Amount Financed is \$7,500; Minimum term 36 months for Dealer Flat Fee; A 135-day chargeback period applies for payoffs, charge-offs, repossessions, skips, and bankrupts. <i>Bonus Flats will not be paid as stated on callback if they are not in-line with call back rate and flat fee. This would be an obvious error and will not be honored.</i>
Fee Structure:	Acquisition Fee Schedule: Tier 1-3 = \$25; Tier 4 = \$35; Tier 5-6 = \$50-\$75; Tier 7 \$75-195 will be deducted from proceeds to the dealership. Additional fees may apply for loan processing, and policy exceptions. A \$25 fee will apply on contracts below \$7,500; \$50 below \$6,500.
Expirations:	Approvals must be submitted for funding within 30 days of approval; up to 60 days on ordered vehicles from the manufacturer with notification and approval. Rates guaranteed for 30 days only.



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www.keystonelendingalliance.com



Do you know our M.U.G.?

(Minimum Underwriting Guidelines)

Please make sure the application meets the following before clicking KLA. We can offer better rates and buy deeper on applications that meet our standards if we eliminate this wasted expense. We appreciate your business and relationship!



625 FICO Score for non-member applicants

****No Min. FICO Score (for Current KLA Credit Union Members)***



Must live or work in one of the 36 Pennsylvania counties to qualify for membership:

Allegheny, Armstrong, Beaver, Bedford, Berks, Blair, Butler, Cambria, Centre, Clarion, Clearfield, Clinton, Crawford, Cumberland, Dauphin, Elk, Erie, Fayette, Forest, Greene, Huntingdon, Indiana, Jefferson, Lancaster, Lawrence, Lebanon, McKean, Mercer, North-
Umberland, Perry, Snyder, Somerset, Union, Venango, Washington, or Westmoreland



Applicants must reside at same address (no co-signers)



\$7,500 Minimum Loan Amount



No “commercial” vehicles or for use in business/employment



Self-Employed must have a minimum FICO Score of 670 and must provide 2 years tax returns with Schedule C if <700 FICO Score.



Model Years 2016 and newer with <90,000 miles

****Dealers that maintain a strong Look to Book % can earn BIG REWARDS! ****

A RELATIONSHIP = 3 or More Contracts/mo. & 20%+ Look to Book

Please call us @ 724-934-3394 if you have any questions regarding our program

KLA – The Building Block of Dealership and Credit Union Member Relationships!

Confidentiality Notice: The information contained in the facsimile may be confidential and legally privileged. It is intended only for use of the individual named. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or taking of any action in regards to the contents of this fax – except its direct delivery to the intended recipient – is strictly prohibited. If you have received this fax in error, please notify the sender immediately.



Funding Package Checklist

Required Dealer Documentation **Loans are processed in the order received, BASED ON RECEIPT OF ALL REQUIRED DOCUMENTS.**

- ☐ **KLA Call Back Sheet with Application Number**
- ☐ **Contract** - Borrower Name(s) and address(es) must match current driver's license information **EXACTLY as shown on DL**
- ☐ **New Member Application** - All buyers must sign both the **TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION** and the **AUTHORIZATION** sections.
- ☐ **Current Driver's License** - **CLEAR** copy (including picture) / **Name(s) and address(es)** must exactly match all loan documents.
DL Expiration Date MUST BE the Day after DOB. IF it is not the day after the DOB, additional documentation WILL be required.
NO PA ID IN LIEU OF VALID DRIVER'S LICENSE WILL BE ACCEPTED.
- ☐ **Signed Credit Application** - eSignatures require audit trail documentation validating identity of signer
- ☐ **Proof of Insurance** - Agent Name & Phone # on Fin. Responsibility ID Card or Binder or ATPI w/CU name & Loss payee address as shown below
- ☐ **Titlework** - Title, MV-1 with Credit Union FIN & name and address, ELT State Summary Sheet, OR Letter of Guaranty **with** MV-4.
- ☐ **Odometer Statement** - Required for Preowned vehicles if miles are not shown on proof of lien documents or Purchase Order
- ☐ **Invoice or Wholesale Bookout** - Must include VIN / 'Like Invoice' on Current Model Year Preowned when NADA not available
- ☐ **Signed Buyers Order** - Back end premiums must be disclosed
- ☐ **Proof of Any Products or Accessories Sold** - Back end contracts must list Credit Union as Liendholder, be signed buyer and be disclosed on the purchase order. Invoice Required for all Accessories
- ☐ **Deal Specific Stipulated Requirements** - Refer to Approval / Counteroffer for detailed requirements if any

Contracts requiring follow up and/or Returned Contracts may be assessed additional fees.

Lienholder Information

Allegent Community FCU 1001 Liberty Ave., Suite 100 Pittsburgh, PA 15222 412-642-2875 www.allegentfcu.org FIN: 25097791901 Loss Payee: P.O. Box 924181 Fort Worth, TX 76124	Century Heritage FCU 700 Regis Avenue Pittsburgh, PA 15236 412-650-2600 www.chfcu.org FIN: 25097932901 Loss Payee: P.O. Box 924188 Fort Worth, TX 76124	Clearview FCU 8805 University Blvd. Moon Twp., PA 15108 412-269-3061 www.clearviewfcu.org FIN: 52605181801 Loss Payee: P.O. Box 25521 Fort Worth, TX 76124	West-Aircomm FCU 485 Buffalo St. P.O. Box 568 Beaver, PA 15009 724-775-9630 www.westaircomm.com FIN: 24337970501 Loss Payee: P.O. Box 924390 Fort Worth, TX 76124	Widget FCU 2154 East Lake Road Erie, PA 16511 814-456-6231 x 115 www.widgetfinancial.com FIN: 25097421401
A & S FCU 2090 Brodhead Rd. Aliquippa, PA 15001 724-375-0248 www.asfederal.org FIN: 25097058501 NEW	Alcoa Pittsburgh FCU 201 Isabella St., Suite 100 Pittsburgh, PA 15212 412-553-3100 www.alcoapittfcu.org FIN: 24308319801	Arize FCU 650 Science Park Rd. State College, PA 16803 814-272-0657 www.arizefcu.org FIN: 25134822001	CHROME FCU PO Box 658 Canonsburg, PA 15317 724-228-2030 www.chromefcu.org FIN: 25613362001 Loss Payee: PO BOX 924197 Fort Worth, TX 76124	Galaxy FCU 1313 Liberty St. Franklin, PA 16323 814-432-1207 www.galaxyfcu.com FIN: 25097422501
Glass Cap FCU 241 N. Pittsburgh St. Connellsville, PA 15425 724-628-2424 www.glasscapfcu.com FIN: 25114271701	Greater Pittsburgh FCU 4415 Fifth Ave., Suite 100 Pittsburgh, PA 15213 412-621-6800 www.greaterpittsburghfcu.org FIN: 25108762201	Greater Pittsburgh Police FCU 1338 Chartiers Ave. Pittsburgh, PA 15220 412-922-4800 www.pittsburghpolicefcu.com FIN: 25097424901	Moonlight FCU 101 Deer Park Rd., PO Box 427 Worthington, PA 16262 724-297-3084 www.moonlightfcu.com FIN: 25102241901	New Alliance FCU 835 Merchant St. Ambridge, PA 15003 724-266-7675 www.newalliancefcu.com FIN: 25097181801
New Castle Bellco FCU 1011 Wilmington Ave. New Castle, PA 16101 724-654-8485 www.newcastlebellco.com FIN: 24338287301	New Directions Community CU 777 Allegheny Blvd Franklin, PA 16323 814-432-4091 www.newdirectionscu.com FIN: 24338150201 NEW	The One FCU 300 Arch St. Meadville, PA 16335 814-336-2794 www.onefcu.com FIN: 25100544101 (PA ONLY) New York ELT # 85269	Pheple FCU 708 State Route 119 Greensburg, PA 15601 724-834-5580 www.pheplefcu.org FIN: 25100667501	Priority First FCU 364 Midway Drive DuBois, PA 15801 814-371-4817 www.priorityfirstfcu.org FIN: 25120927001 Loss Payee: Box 924111 Fort Worth, TX 76124
SRU FCU 100 Arrowhead Drive Slippery Rock, PA 16057 724-794-6292 www.srufcu.org FIN: 25111500001	Stanwood Area FCU 444 Arona Rd. New Stanton, PA 15672 724-925-9505 www.stanwoodareafcufcu.org FIN: 25097425701	Top Tier FCU 144 Holiday Inn Rd. Clarion, PA 16214 814-226-5032 www.toptierfcu.org FIN: 25111550601	Tri Boro FCU 600 E. Eighth Ave. Munhall, PA 15120 412-461-3018 www.triboro-fcu.org FIN: 24338274701	United Community FCU 6010 Mountain View Dr. West Mifflin, PA 15122 412-653-8000 www.unitedcommunityfcu.org FIN: 25102457501
USSCO Johnstown FCU 532 Oakridge Drive Johnstown, PA 15904 814-266-4987 www.usscofcu.net FIN: 23138156901	USX FCU 1293 Freedom Rd., PO Box 1728 Cranberry Township, PA 16066 888-219-3159 www.usxfcufcu.org FIN: 25097075601 Loss Payee: P.O. Box 924137 Fort Worth, TX 76124 NEW	Dealertrack  ROUTEONE 	Valley 1st Community FCU 815 Schoonmaker Ave. Monessen, PA 15062 724-684-8875 www.valley1st.org FIN: 25097425401	Western PA FCU 2300 Freeport Rd, STE 15 New Kensington, PA 15068 724-339-0635 www.westernpafcu.org FIN: 23731849501 NEW



Funding Package Checklist

Required Dealer Documentation Loan are processed in the order received, **BASED ON RECEIPT OF ALL REQUIRED DOCUMENTS.**

- ☐ **KLA Call Back Sheet** with Application Number
 - ☐ **Contract** – Borrower Names(s) and address(es) must match current driver's license information EXACTLY as shown on DL.
 - ☐ **New Member Application** – All buyers must sign both the **TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION** and the **AUTHORIZATION** sections.
 - ☐ **Current Driver's License** – **CLEAR** copy (including picture) / Name(s) and address(es) must exactly match all documents.
 - ☐ **DL Expiration Date MUST BE the Day after DOB. IF IT IS NOT the DAY after DOB, additional documentation will be required. NO PA ID IN LIEU OF VALID DRIVER'S LICENSE WILL BE ACCEPTED WITHOUT PRIOR APPROVAL**
 - ☐ **Signed Credit Application** – eSignatures require audit trail documentation validating identity of signer.
 - ☐ **Agreement to Provide Insurance** – Must include CU name & Loss payee address as shown below, agent name, phone, & policy #.
 - ☐ **Titlework** – MV-1 with Credit Union FIN, Name and Address, ELT State Summary Sheet, OR Letter of Guaranty with MV-4.
 - ☐ **Odometer Statement** – Required for Preowned vehicle if miles are not shown on proof of lien documents or Purchase Order.
 - ☐ **Invoice or Wholesale Bookout** – Must include VIN / 'Like Invoice' on Current Model Year Preowned when NADA not available.
 - ☐ **Signed Buyers Order** – Back-end premiums must be disclosed.
 - ☐ **Proof of Any Products or Accessories Sold** – Back-end contracts must list Credit Union as Lienholder, be signed by buyer and be disclosed on the purchase order. **Invoice required for all accessories.**
 - ☐ **Deal Specific Stipulated Requirements** – Refer to Approval / Counteroffer for detailed requirements if any.
- Contracts requiring follow up and/or Returned contracts may be assessed additional fees.**

Lienholder Information

	Title Information Discovery FCU 2744 Century Blvd Wyomissing, PA 19610 FIN: 23138564601	Loss Payee Information Discovery FCU 2744 Century Blvd Wyomissing, PA 19610	Contact Information 610-372-8010 www.discoveryfcu.org
	Title Information Hershey FCU 232 Hershey Road Hummelstown, PA 17036 FIN: 23149145701	Loss Payee Information Hershey FCU 232 Hershey Road Hummelstown, PA 17036	Contact Information 717-533-9174 www.hersheyfcu.org
	Title Information Lanco FCU 349 West Roseville Rd Lancaster, PA 17601 FIN: 23173315701	Loss Payee Information Lanco FCU 349 West Roseville Rd Lancaster, PA 17601	Contact Information 717-569-7180 www.lancofcu.com
	Title Information PA Central FCU 959 East Park Drive Harrisburg, PA 17111 FIN: 23137791501	Loss Payee Information PA Central FCU 959 East Park Drive Harrisburg, PA 17111	Contact Information 717-564-4661 www.pacentralfcu.com
	Title Information Riverfront FCU 2609 Keiser Boulevard Wyomissing, PA 19610 FIN: 23138553601	Loss Payee Information Riverfront FCU PO Box 924614 Fort Worth, TX 76124	Contact Information 610-374-8351 www.riverfrontfcu.org
	Title Information Susquehanna Valley FCU 3850 Hartzdale Drive Camp Hill, PA 17011 FIN: 23171384301	Loss Payee Information Susquehanna Valley FCU PO Box 25242 Fort Worth, TX 76124	Contact Information 717-737-4152 www.svfcu.org



Keystone Lending Alliance
6021 Wallace Rd Ext, Suite 100
Wexford, PA 15090
724.934.3394 / 724.934.3389
www.keystonelendingalliance.com

Date of Contract: _____
VIN #: _____

In addition to providing a driver's license for customer(s) on the above referenced transaction, this form may be used by the dealer. The documentation below must reflect the customer(s) information exactly as it appears on their driver's license. No limited term or paper driver's licenses accepted.

Driver's License or Information

	Applicant	Co-Applicant
Customer Name*		
Address*		
Date of Birth		
Identification Number		
Date of Issue		
Expiration Date		
State of Issuance		

The undersigned Dealer representative hereby certifies that the above customer identification information obtained from the applicant's and co-applicant's (if applicable) driver's licenses is accurate. The Dealer understands that this information is being used by KLA and its Third-Party Credit Unions as evidence of KLA and its Third-Party Credit Union's compliance with the USA Patriot Act and understands that any inaccuracy, misrepresentation, fraud or other violation under the terms of its Master Dealer Agreement with KLA will subject the account to repurchase by the Dealer if required by such Master Dealer Agreement. Notwithstanding the submission of this form to KLA, Dealer agrees to retain the identification information listed above for the life of the loan as depicted on the Retail Installment contract plus one calendar year.

Dealer Representative	Authorized Signature	Date

***Additional Procedures for USA Patriot Act Compliance:** If the name or address on the contract does not match the Driver's License, additional documentation evidencing the name and/or address on the contract must be provided with the contract. Verification of name/address may include current bank statement, utility bill, lease agreement, deed to residence, appraisal district form from taxing authority, CHL (concealed handgun license), current pay stub, or mortgage statement/HUD 1. Any information provided containing a date of issuance may not be more than 30 days old.



6071 Wallace Road Extension
Wexford, PA 15090
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www.keystonelendingalliance.com

Accepted Retail Installment Contracts

As you are aware, Reynolds & Reynolds updated the LAW-553 PA contract and this has been done effective 04/03/23. Contracts submitted with prior revision dates will be returned for re-contracting with no exceptions after 06/30/2023.

KLA will only accept the following contracts in Pennsylvania:

CREDIT UNIONS ACCEPTING	FORM NUMBER	REV DATE
ALL	Bankers Systems PA-102	10/10/2015
ALL	LAW 553-PA	4/3/2023
NONE <i>*Would require separate Contract Assignment</i>	LAW 553-PA-e	4/3/2023
ALL	LAW 553-PA-eps	4/3/2023
ALL	LAW 553-PA ARB	4/3/2023
NONE <i>*Would require separate Contract Assignment</i>	LAW 553-PA ARB-e	4/3/2023
All	LAW 553-PA ARB-eps	4/3/2023
ALL	WOLTERS-KLUWER PA 123DC-SLC	12/1/2014
ALL	WOLTERS-KLUWER PA 23-SLC	12/1/2014

KLA requires buyer to sign contract section “How this contract can be changed”

- KLA cannot accept customized contracts that have a specific “assignee” designated in the assignment section on the back of the contract.
- All contracts with another financial institution stamped on the front must be lined-out with a single line and the assigned credit union written in with the customers initials approving the change.
- Please complete assignment of contract to credit union (front of LAW 553 and back of Wolters-Kluwer/BANCO contract).

Contracts may be purchased from Reynolds & Reynolds @ www.reyrey.com or Wolters Kluwer @ www.wolterskluwerfs.com. Please contact your KLA Representative if you have any questions.

Thank you!

New Account Application



KEYSTONE LENDING ALLIANCE, LLC

6021 Wallace Rd Ext., Suite 100

Wexford, PA 15090

Ph: 724.934.3394

Fax: 724.934.3389

Credit Union

I am already a member of the credit union and my account is in good standing* ☐ _____ (initial)

*Member not in good standing is defined as members who have failed to maintain the minimum required share balance at the credit union, are in default on another loan with the lender, or have materially breached a condition of a member account agreement.

Account to be opened: ☐ Share Savings Account

Accounts with only a primary account owner are considered a single party account. All joint accounts include right of survivorship.

PRIMARY ACCOUNT OWNER INFORMATION

JOINT ACCOUNT OWNER INFORMATION

Name:

First Middle Last

Name:

First Middle Last

Street Address

Street Address

City

State

Zip

City

State

Zip

Home Phone

Work Phone

Home Phone

Work Phone

Email Address

Email Address

Current Employer

Current Employer

Social Security # / Tax ID #

Driver's License State and #

Social Security # / Tax ID #

Driver's License State and #

Date of Birth

Date of Birth

Mother's Maiden Name (Member account security)

Mother's Maiden Name (Member account security)

TIN CERTIFICATION & BACKUP WITHHOLDING INFORMATION

By signing under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number,
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interests or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- (3) I am a U.S. Person (including a U.S. resident alien).
- (4) I am exempt from FATCA reporting (or I am waiting for a number to be issued to me).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature

Date

Signature

Date

AUTHORIZATION

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing below, I/we certify that the information on this application is complete and true and that I/we agree to the terms and conditions of the Membership and Account Agreement, Truth-in-Savings Rate Disclosures and Fee Schedule, Funds Availability Policy Disclosure, if applicable, and to any amendments the Credit Union makes from time to time. I/We authorize the Credit Union to check my credit and employment history, to request and use reports regarding the same, and to answer questions about its credit experience with me/us. I/We agree to conform to the Credit Union's bylaws, policies and procedures now in effect and as amended or adopted hereafter. The terms and conditions of these documents are incorporated herein. As primary owner of the account, I acknowledge and agree that the ownership of any accounts or services I establish in the future will be the same as set forth in this Application unless otherwise designated in writing in a form approved by the Credit Union and delivered to the Credit Union prior to my death. If this account is owned by more than one owner, I/We agree that on the death of one party to the account, all sums in the account on the date of death vest in and belong to each surviving party as his or her separate property and estate. I/We acknowledge receipt of a copy of the Agreement and Disclosures applicable to the accounts and services requested herein. If an access card or EFT service is requested and provided, I/we agree to the terms of and acknowledge receipt of the Electronic Funds Transfer Agreement. **The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

Signature

Date

Signature

Date

KLA/Credit Union Use Only:

Date of Membership:

Eligibility:

CU Assigned To:

KLA Approved By

CU Opened/Approved By

PEAA Membership Application

Name _____

Home Address _____

City\State\Zip _____

Home Phone _____

Work Phone _____

Cell Phone _____

Email _____

Company Employed by _____

Signature: _____ Date _____

USSCO Federal Credit Union Membership Application

I want to pay my loan: *[Choose one option]*

- ☐ Electronically through USSCO's new "Make a Loan Payment" website option
- ☐ Payment coupons
- ☐ Other

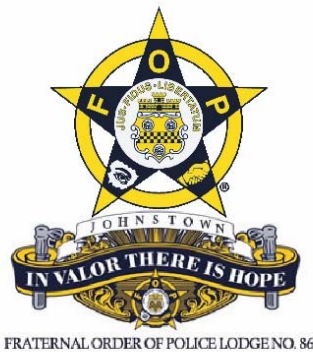
Name: _____
Last First Middle Jr./Sr./III, etc.

Address: _____
Street / P. O. Box City State Zip Code

Phone: _____ E-mail: _____

Signature: _____

Date: _____



Check the box of the nonprofit organization you want to receive a donation on your behalf. USSCO will take care of everything else.

If no box is checked, USSCO reserves the right to select one of the organizations for you.

- ☐ **Fraternal Order of Police, Lodge No. 86**
Associate Membership



- ☐ **Humane Society of Cambria County**
I want to learn more about how I can support the shelter:
Yes ☐ No ☐



- ☐ **Cambria County Library**
Send me the "Friends of the Cambria County Library" newsletter:
Electronically ☐ *Mail* ☐
I'm interested in volunteering at the library: Yes ☐ No ☐



Toll-Free 866.877.2628 www.usscofcu.org
Insured by NCUA



Scan to visit NEW website!



BECOME A MEMBER OF The Slippery Rock Heritage Association, Inc.

Join a vibrant community that enjoys and takes pride in Slippery Rock's history. Help ensure that the SRHA continues to collect, preserve and share stories for generations to come. Membership is open to all who are interested in the preservation, history, restoration and beautification of Slippery Rock. The membership roll includes residents, non-residents and former residents of Slippery Rock who actively support their interest in the events and sponsored projects of the SRHA.

Date: _____ Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____

Signature: _____

Please make check payable to: Slippery Rock Heritage Association

Please Complete, Sign, Cut & Mail with Dues to:

SRHA, Inc., "Membership" P.O. Box 511, Slippery Rock, PA 16057

Volunteers are needed! If you would like to help, please check the committee(s) you would be willing to serve on.

- ☐ Program Nominating ☐ Festival ☐ Ways& Means ☐ Publicity
☐ Genealogy Seminar ☐ Local History/Publications
☐ Long Range Planning ☐ Other: _____

Please select your membership option

☐ **Student**

*Payment of dues entitles the member to voting privileges at the Annual Meeting of the Association and receipt of the Association newsletter.
Annual membership cost - \$5*

☐ **General - Individual**

*Payment of dues entitles the member to voting privileges at the Annual Meeting of the Association and receipt of the Association newsletter.
Annual membership cost - \$10*

☐ **General - Individual & Spouse**

*Payment of dues entitles the member to voting privileges at the Annual Meeting of the Association and receipt of the Association newsletter.
Annual membership cost - \$15*

☐ **Sponsor - Individual**

*Payment of dues entitles the member to voting privileges at the Annual Meeting of the Association, receipt of the Association newsletter, a copy of a current Association publication and recognition in the newsletter and the Festival program.
Annual membership cost - \$20*

☐ **Sponsor - Individual & Spouse**

*Payment of dues entitles the members to voting privileges at the Annual Meeting of the Association, receipt of the Association newsletter, a copy of a current Association publication and recognition in the newsletter and the Festival program.
Annual membership cost - \$25*

☐ **Society or Library**

*Payment of dues entitles the member to receipt of and recognition in the Association newsletter.
Annual membership cost - \$25*

☐ **Patron - Individual & Spouse**

*Payment of dues entitles the member to all the privileges of the Sponsoring member, plus special recognition at the Annual meeting.
Annual membership cost - \$50 +*

☐ **Business**

*Businesses receive all of the privileges of the Sponsoring member, special recognition at the Annual meeting and a certificate of appreciation from the Association.
Annual membership cost - \$100+*



Membership Eligibility Acknowledgment and Estatements Opt-in

Please check the appropriate box below to verify your eligibility:

Lives in Berks County:

- ☐ I currently **Live** in Berks County.

Works in Berks County:

- ☐ I am **Employed** by a company in Berks County.

Worships in Berks County:

- ☐ I currently **Worship** in Berks County.

Educated in Berks County:

- ☐ I currently attend **School** in Berks County.

Legal Entity doing business in Berks County:

- ☐ **Legal Entity** doing business in Berks County.

Eligible through a **Relative/Household member**

- ☐ I am Related to a current member:
- ☐ Spouse
 - ☐ Child
 - ☐ Parent
 - ☐ Sibling
 - ☐ Grandparent
 - ☐ Grandchild
 - ☐ In-law

Print the name and the physical address of the current member

Estatements Opt-in:

Riverfront Federal Credit Union charges a \$3.00 fee for each mailed account statement. **The fee is waived if you are a Preferred Member or are under 18 years of age or 65 years or older. You also have the option to have the fee waived by electing to receive your statements electronically.**

I am electing to receive my monthly/quarterly statement via online banking by signing below and agree to all the terms and conditions of the Electronic Statement Disclosure Agreement below.

Computer Requirements:

- A computer with Internet access
- We recommend the most up-to-date version of Edge, Firefox, Chrome, and Safari Browser.
- A PDF viewer. If you do not have a viewer, you can download it at <https://get.adobe.com/reader>

Upon receipt of your consent, we will prepare an electronic statement for your account(s) and provide a reminder on a monthly or quarterly basis, as applicable, or its availability. We will send this reminder to a working email address that you provide us. To access your statement, you must be a registered user of our Online Banking service. You will be required to log in to Online Banking with your Access ID and Password to view, download and/or print the electronic statement. It is your responsibility to protect your Online Banking Access ID and Password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statement cannot be viewed by others. We reserve the right to provide a paper copy of any communication you have authorized us to provide you electronically. If you wish to discontinue this eStatement service at any time, login to online banking and access the e-statements portal. Then choose Settings -> Discontinue/Resume Accounts -> and check the box to discontinue electronic statements. You will receive a paper statement from that point forward and be charged the applicable paper statement fee for each subsequently generated paper statement. Please notify us at least ten (10) days before the end of your normal statement cycle. If, while using the eStatement service, you need a paper copy of a statement or disclosure, please contact your branch office. All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) the credit union's Terms and Conditions and all applicable disclosures we have previously provided to your Depository Accounts. You acknowledge that your consent to electronic statements and communication is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in global and National Commerce Act. We reserve the right to discontinue eStatements, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.

Member Signature _____ **Email Address:** _____ **Date** _____

By signing above, I attest to the validity of the information contained within this document and hereby authorize the credit union to enroll me in electronic statements as directed.



GUARANTY OF TITLE

PLEASE ATTACH A COPY OF THE APPLICATION FOR REGISTRATION
FOR THE VEHICLE DESCRIBED BELOW.

Sold to: _____

Address: _____

City: _____ County: _____

Year, Make and Model: _____ Body Type: _____

VIN: _____

Legal Owner: _____
(Choose from KLA Credit Unions) _____

THIS IS TO CERTIFY that the undersigned dealer has on this date delivered to the Department of Motor Vehicles of the State of _____ an Application for Title/Registration covering the above-described vehicle and that accordingly year 20__ license plates no. _____ have been assigned to said vehicle. The delivery of said Application was done within the earlier of: (i) the state law time frame for perfection; or (ii) 20 days from the date of the Contract (as defined in the Master Dealer Agreement between the undersigned dealer and Keystone Lending Alliance, LLC).

(Dealer's Name)

By: _____

Title: _____

Dated: _____

March 23, 2022



Agreement to Provide Insurance

I/We understand that to provide protection from serious financial loss, should an accident occur, my installment contract requires the collateral to be continuously covered with insurance against the risks of fire, theft and collision, and failure to provide such insurance gives _____ credit union the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note _____ credit union's interest in the collateral and endorse the policy with a loss payable endorsement (URB Form 51 or equivalent) in favor of _____ credit union, located at :

Street

City

State

Zip Code

I/We further understand that if for any reason the below described insurance is not obtained and continuously maintained, the Lender may, at its option, secure insurance according to the terms of my/our note or contract.

Purchaser:

FOR CREDIT UNION USE ONLY

Name	FIRST	MIDDLE	LAST		
ADDRESS	NUMBER	STREET	CITY	STATE	ZIP CODE

Vehicle Insured

Year	Make	Body	Model	Serial Number
------	------	------	-------	---------------

INSURANCE AGENT:

NAME	
STREET	
CITY,STATE ZIP CODE	
TELEPHONE NUMBER	

NAME	
POLICY NUMBER	
EFFECTIVE DATE	FROM TO
COVERAGE AUTO	☐ FIRE - THEFT ☐ COLLISION \$ _____ ☐ COMPREHENSIVE DEDUCTIBLE

*Maximum Deductible is \$500 unless authorized by credit union

**Excluded Drivers not permitted on Insurance Policy

Dealer Confirmation:

☐ Agency	☐ Insurance Company	Name of Person
Any Loss Payee	CONFIRMED BY	DATE
☐ Yes	☐ No	

PURCHASER SIGNATURE	DATE	PURCHASER SIGNATURE	DATE
DEALER/SALESMAN SIGNATURE	DATE	DEALER	DATE



Dealer Relationship Rewards Program

Premier Level

Gold Dealer

Maintain a 40% Book to Look in a Calendar Month

Fund 40+ Contracts and Earn	\$50/contract
Fund 25-39 Contracts and Earn	\$40/contract
Fund 15-24 Contracts and Earn	\$30/contract
Fund 3-14 Contracts and Earn	\$20/contract

Silver Dealer

Maintain a 35% Book to Look in a Calendar Month

Fund 45+ Contracts and Earn	\$40/contract
Fund 30-44 Contracts and Earn	\$30/contract
Fund 20-29 Contracts and Earn	\$20/contract
Fund 4-19 Contracts and Earn	\$15/contract

Bronze Dealer

Maintain a 25% Book to Look in a Calendar Month

Fund 50+ Contracts and Earn	\$30/contract
Fund 35-49 Contracts and Earn	\$25/contract
Fund 25-34 Contracts and Earn	\$20/contract
Fund 5-24 Contracts and Earn	\$10/contract

*Rewards qualifying period is based on applications received during a calendar month that fund by the end of that calendar month. Gift cards are considered earned on the first day of the following calendar month provided the Dealership is active and in good standing with Keystone Lending Alliance, and participant must be employed with dealership at time of payout to receive gift cards. This program is to thank our dealership partners for their current business and promote future business. Therefore, Rewards will not be considered "earned" if either the dealership or Keystone Lending Alliance ceases operations or is sold during the "qualifying" month and will not be owed. Based on gift card availability, payouts will be in no smaller than \$15 increments and participant must reach each increment or amount will be rounded down to nearest \$15 payout. Program is subject to change at KLA's discretion.

Confidentiality Notice: The information contained in this document and any attachments is confidential and may also be legally privileged. It is intended only for the use of the named recipient. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from your computer. 2013 Keystone Lending Alliance, LLC All Rights Reserved.



6021 Wallace Road Extension, Suite 100
Wexford, PA 15090
P. 724-934-3394
F. 724-934-3389
www.keystonelendingalliance.com

KLA Dealer Rewards Program

Please complete, print, and sign this form and submit original to Keystone Lending Alliance, LLC. After review and approval, your dealership will be eligible for program participation. You will receive a copy of this executed agreement confirming the approval of your enrollment form.

Please note that all benefits of this program are due the dealership under its FTIN unless an individual is authorized in this agreement to receive rewards by the general manager or dealer principle. If the authorized individual leaves the employment of the dealership prior to date of disbursement from KLA, all rewards earned will be paid to the dealership. The dealership may elect form of payment from the following options:

☐ Gift Cards in the amount determined by "Premier Level" status achieved.

☐ Dealer Lunch: Visa Gift Cards in the amount determined by "Premier Level" status achieved less applicable fees.

KLA is directed to award any Rewards Dollars in the form of gift cards earned by _____ (dealership) to the following employee(s) or the Dealer Principal of the dealership as defined below. A maximum of 2 individuals may be enrolled.

Participant: _____ % _____ Email Address: _____ SSN: _____ - _____ - _____

Home Address: _____ City: _____ State: _____ Zip: _____

Title: _____ Signature: _____ Date: _____

Participant: _____ % _____ Email Address: _____ SSN: _____ - _____ - _____

Home Address: _____ City: _____ State: _____ Zip: _____

Title: _____ Signature: _____ Date: _____

By signing below, you represent and warrant that you are authorized to submit this form on behalf of this dealership named in the form, that such submissions to KLA is a binding act of the dealership named in the form, that all participants named in the form are active dealership employees, and that the dealership named in the form agrees to the terms and conditions of the KLA Rewards program. Dealer must comply with the executed dealer agreement to participate.

Each participant must activate their account on a separate form and are not considered eligible to receive rewards until they complete their personal information (e.g. address, social security number, email, etc.) form.

All SSN and FTIN numbers must be submitted before any incentives will be awarded. A form 1099 will be filed with the IRS as required by law on each participant in the Rewards program.

Authorization and Approval

Date _____

This dealership has elected to participate in the Rewards program. Dealership must be active and in good standing to be eligible for KLA Rewards. Program is subject to change at KLA's discretion at any time without notice.

Keystone Lending Alliance, LLC - President/CEO

Signature of Dealer Principal or GM

(Print Name)

(Print Name)



Installment Sales Contract/Loan GAP Plus Waiver Addendum – Election Form

“Please carefully review all of the terms and conditions of the GAP Waiver Addendum prior to signing.”

Borrower	Account Number	Lender
Borrower Address	Lender Address	
City	State	ZIP

Vehicle Year	Make	Model	GAP Waiver Date	Dealer Name
Vehicle ID Number (VIN)			Loan Date	Amount Financed
MSRP/NADA	Mileage		Term in Months	APR
				Payment
				%

☐ **YES, you elect the GAP Waiver.**

You understand that the purchase of the GAP Waiver Addendum is voluntary and is not required by the Lender to obtain credit. You understand that this GAP Waiver Addendum is not an offer of insurance coverage. You understand that by purchasing the GAP Waiver Addendum for your installment sales contract or loan that the Lender waives, in the event of a Constructive Total Loss, its contractual right to hold you liable for the GAP Amount, subject to the provisions and exclusions identified on this election form. You will remain fully liable to the Lender for any portion of the unpaid net balance that is not waived by this GAP Waiver Addendum. You understand that this GAP Waiver Addendum is not a substitute for collision or property damage insurance. You understand that the Lender may retain all of the one-time fee, or pay a portion to a third party as a service fee, or for indemnification.

The one-time fee is: \$ _____ (please see Cancellation/Refunds on reverse)
GAP Plus Waiver is: \$1000 (please see details on reverse)

Signature: _____

Date: _____

Signature: _____

Date: _____

This Waiver **does not** include:

1. Any refundable additions to amount financed including such items as service contracts, warranties, insurance, or other items.
2. **Interest Accrued after the Date of Loss.**
3. Delinquent Payments > 60 Days Past Due .
4. Late charges, fees, extensions and/or funds added after installment sales contract/loan inception.
5. Primary Insurance deductible in excess of \$1,000*.
6. Portion of installment sales contract/loan at loan inception date that exceeds 150% of MSRP (new vehicles) or 150% of NADA Official Used Car Guide retail value (used vehicles).
7. More than one (1) Skip-a-Payment extension per year and no more than two (2) total over the term of the loan.

*The Primary Insurance deductible is waived only to the extent it is part of the “GAP Amount”.

☐ **No, you do not elect the GAP Waiver.**

In the event your vehicle is stolen or a total loss and your insurance company pays less than the unpaid net balance of your installment sales contract/loan, you understand that you will be fully responsible for any deficiency balance.

Signature: _____

Date: _____

Signature: _____

Date: _____

TERMS AND CONDITIONS OF THE GAP WAIVER ADDENDUM

This GAP Waiver Addendum is incorporated into and supplements the terms of the Installment Sales Contract/Loan. By electing this GAP Waiver Addendum, the Debtor agrees to the terms below and on the reverse side, which are incorporated by reference into this Addendum.

DEFINITIONS:

For the purposes of this Installment Sales Contract/Loan GAP Waiver Addendum, the following words are defined and their meanings will be as follows:

“We”, “us”, and “our” refer to the lender; “you” and “your” means the borrower/debtor/buyer.

“GAP Amount” means the difference between the primary carrier’s physical damage insurance payments, including any tax and fee refunds applied, for a Constructive Total Loss or, if uninsured, the collateral’s Actual Cash Value and the Unpaid Net Balance of the installment sales contract/loan as of the Date of Loss. If you are entitled to collect the same from others, including but not limited to, primary and other insurance, or salvage sale, that portion of the payment will not be covered in the GAP settlement. GAP does not cover deductions made by the primary insurance carrier for prior damage that has already been paid to you or due to prior salvaged title. Amount waived shall not exceed \$50,000 in total.

“Constructive Total Loss” means the direct and accidental damage to or theft of the Collateral which meets one of these criteria: 1) Either the total cost to repair the Collateral is greater than or equal to the ACV of the Collateral immediately prior to the date of Loss; or 2) The Collateral is stolen and is not recovered within thirty (30) days from the date a police report is filed.

“Actual Cash Value (ACV)” means the retail value of the Collateral, on the Date of Loss, as listed in the NADA Official Used Car Guide for the territory in which the Collateral is principally garaged and with appropriate adjustments for mileage or optional equipment. For any Collateral which has no NADA Retail Value available, ACV will be determined using the best information available to us which we reasonably believe accurately reflects the retail value of the collateral and is customarily used as the basis for establishing ACV in that territory.

“Primary Insurance” means in force insurance coverage, required by us, and carried by you to protect the covered collateral from collision and comprehensive loss, naming us as Loss Payee or Lien holder. Provides liability coverage to any person who has caused the Borrower’s collateral to incur a Constructive Total Loss, and for which that person is legally liable. Additionally, primary insurance shall be any other coverage we may have protecting our interest in the covered collateral, insuring at least the ACV of the Collateral, contingent upon the failure or absence of primary insurance coverage.

“Unpaid Net Balance” means the amount owed by you to clear the outstanding installment sales contract/loan account upon the date of loss. This amount shall not include any unearned finance charges or interest; installment sales contract/loan charges; late charges; deferred payment; any delinquent payments; any uncollected service charges; refundable prepaid taxes and fees; or any other proceeds you may duly recover by canceling insurance coverages; service contracts; warranties, disposition fees, termination fees, penalty fees, or other items built into or added to the initial installment sales contract/loan balance.

“Delinquent Payments” means any payment, as described in the installment sales contract/loan instrument, which remains unpaid for a period of more than sixty (60) days after the due date stated in the installment sales contract/loan instrument. The definition does not include approved deferred payments for Lender programs (i.e. “Skip-a-payment”, “Skip-your-Christmas-Payment”, etc.) as listed in item 7 on the reverse side.

“Multiple Collateral” If two or more pieces of covered collateral are secured under the installment sales contract/loan agreement, we will not pay more than a proportionate share of the total unpaid net balance that each piece of covered collateral represents to the total loan.

INSTALLMENT SALES CONTRACT/LOAN GAP WAIVER ADDENDUM: In consideration for the payment of the cost shown on the reverse side of this form, we will waive the GAP Amount due to a Constructive Total Loss to the collateral shown on the reverse side of this form. The deductible is waived only to the extent it is part of the “GAP Amount”. Our maximum waiver shall be the GAP Amount including, if the collateral is protected by primary insurance, up to \$1,000 for the primary insurance deductible. If the collateral is not protected by primary insurance, we will waive only the GAP Amount obtained by subtracting the ACV of the covered collateral from the unpaid net balance and you will remain responsible for the ACV of the collateral. We will not waive the portion of the unpaid net balance attributable to the original installment sales contract/loan amount exceeding 150% of the Manufacturer’s Suggested Retail Price (MSRP) on new vehicles, or 150% of NADA average retail book value on used vehicles, including all refundable items such as service contracts, warranties, insurance, or other such items. **GAP Plus Waiver:** In the event that a GAP Amount for covered collateral is waived by this GAP Waiver Addendum, you may be eligible to receive an additional waiver from us, in the amount shown on the reverse side of this form. **In order for you to receive this additional waiver, you must finance your replacement vehicle with us within ninety (90) days from the date the GAP Amount is paid. The GAP Plus Waiver has no cash value and will only be paid by us in the form of a waiver towards the amount financed of your replacement vehicle. If a GAP Amount is not waived by this GAP Waiver Addendum, then the GAP Plus Waiver will not apply.**

CANCELLATION/REFUNDS: This GAP Waiver Addendum may be canceled for a full refund within sixty (60) days of the Origination Date for any reason, by contacting the Lender listed on the first page of this Waiver Addendum. However, in the event of a Constructive Total Loss of the covered Vehicle, the GAP Waiver Addendum fee will be deemed as fully earned and therefore, no refund will be due. This Installment Sales Contract/Loan GAP Waiver Addendum is fully earned and non-refundable after sixty (60) days from the Origination Date, unless otherwise required by applicable state regulations. This Addendum shall automatically terminate and without prior notice terminate concurrently with the termination of the Loan agreement for Collateral or sale of Collateral.

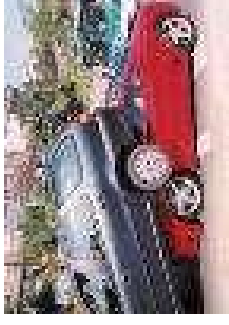
ELIGIBILITY REQUIREMENTS, CONDITIONS AND EXCLUSIONS: There are Eligibility requirements, Conditions and Exclusions that could prevent you from receiving benefits under the GAP Waiver Addendum. Please review the following (14) fourteen Exclusions and the (7) seven Exclusions listed on the reverse side of the Addendum. This GAP Waiver does not apply when the Constructive Total Loss is: (1) due to losses occurring prior to the GAP Waiver effective date; (2) due to dishonest, fraudulent, criminal, or illegal act, including forgery by the Borrower; (3) due to wear and tear, gradual deterioration, rust, corrosion, or resulting from any repairing, restoration, or remodeling, or resulting from any structural, mechanical or electrical breakdown or failure; (4) due to nuclear action or reaction, radiation or radioactive contamination; (5) due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution or any consequence of these; (6) due to confiscation of Collateral by a government body or public official; (7) caused by theft of Collateral, unless the Borrower or the Lender files a police report; (8) resulting from the Collateral being operated, used or maintained in any race, speed contest, or other contest; (9) to a vehicle that is part of a fleet that is intended for use as a public or livery conveyance, or any vehicle with commercial use; (10) is to a vehicle with a “salvage” title; (11) caused intentionally by the borrower; (12) due to conversion, embezzlement or secretion by any person in lawful possession of the covered collateral; (13) to other than the standard or optional equipment available from the manufacturer of the covered collateral; (14) sustained outside of the United States of America, its territories or possessions, Canada, the Republic of Mexico or is being transported between parts thereof.

NOTICE OF LOSS: You must notify us within 365 days of receiving final settlement from the primary or third party insurance carrier and provide the following: (a) copy of the insurance settlement, (b) verification of the insurance deductible, (c) copy of police report in the case of an unrecovered theft. Failure to comply with the above time frame requirements shall result in the denial of GAP Waiver Addendum benefits. To file a claim contact the Lender listed on the first page of this Waiver Addendum.

IMPORTANT NOTICE

You are solely responsible for the payment of any and all Taxes you may owe due to the discharge of your debt under this Addendum. You may wish to consult with a tax professional. You are reminded that this GAP Waiver is not an insurance policy.

All provisions within this Waiver are subject to state specific regulations.



It Happens!
with



Keystone Lending Alliance, LLC
GAP Waiver program...
You're Covered!



- **Best coverage available in the market**
- 150% LTV – pays 15% more claim dollars than 125% programs
- Actual cash value at time of loss based on primary carrier settlement and not some book value
- \$1,000 deductible coverage
- *Plus* \$1,000 toward purchase of next vehicle if finance with KLA
- Covers 2 delinquent payments
- **Best program for the dealer (KLA Credit Union Loans Only)**
- Non-refundable after 60 days
- No cancellation and charge back in the event of a claim
- Tiered pricing program 0 - 60 months \$249 and 61 - 84 months \$299
- **Strongly rated insurance company:** American National Property and Casualty Co. S&P and AM Best “A” (Excellent) Rating



- **Reputation and Consumer Trust of Credit Union Brand**
- Public polls show people trust credit unions more than banks
- Current members prefer to deal with their credit union because they are owners
- **Simplicity**
- GAP protection and vehicle loan at same provider
- Funding deals net of GAP cost and handling all GAP remittance work
- **Dealer Rewards**
- Bonuses for selling KLA GAP
- Enhance reward payouts for loan production
- **Priced Right**
- Dealer cost \$249 (0-60mo.) \$299 (61-84mo.) Max. Retail \$825 (Non-member); \$699 (Current Member)



Got KLA GAP Waiver?

Highlights our the KLA GAP Waiver program

- ✓ Waiver is non-refundable after 60 days
- ✓ Based on Actual Cash Value at time of loss based on primary carrier settlement and not some book value
- ✓ Covers up to 150% of MSRP (new) / NADA Retail Value (used) at loan inception
- ✓ Up to \$1,000 Primary Insurance deductible coverage
- ✓ *Plus* \$1,000 toward purchase of replacement vehicle if financed with KLA credit unions
- ✓ Delinquent payments covered up to 60 days past due
 - ❖ 0-60 Months Suggested Retail Price \$599/Member \$499 (dealer cost \$249)
 - ❖ 61-84 Months Suggested Retail Price \$699.00/Member \$599 (dealer cost \$299)
 - ❖ In the event of a claim, contact the credit union holding your automobile loan or Keystone Lending Alliance , LLC, 6021 Wallace Road Ext., Suite 100, Wexford, PA 15090
Ph: 724-934-3394 Fax: 724-934-3389 Email: lending@kla.us.com
www.keystonelendingalliance.com



It Happens!

with

Keystone Lending Alliance, LLC

GAP Waiver program...

You're Covered!

- ✓ Based on Actual Cash Value at time of loss based on primary carrier settlement and not some book value
- ✓ Covers up to 150% of MSRP (new) / NADA Retail Value (used) at loan inception
- ✓ Up to \$1,000 Primary Insurance deductible coverage
- ✓ *Plus* \$1,000 toward purchase of replacement vehicle if financed with KLA credit unions
- ✓ Delinquent payments covered up to 60 days past due
 - ❖ Suggested Retail Price 0 - 60 month loan term \$699.00 (Current Members \$599.00)
 - ❖ Suggested Retail Price 61-84 month loan term \$799.00 (Current Members \$699.00)
 - ❖ In the event of a claim, contact the credit union holding your automobile loan or Keystone Lending Alliance , LLC, 6021 Wallace Road Ext., Suite 100, Wexford, PA 15090
Ph: 724-934-3394 Fax: 724-934-3389 Email: lending@kla.us.com
www.keystonelendingalliance.com

Keystone Lending Alliance, LLCSubscriber Credit Union Membership and Assets
December 31, 2024

Subscriber Credit Union Membership and Asset Size				
#	Credit Union	City	Asset Size	Membership
1	Alcoa Pittsburgh FCU	Pittsburgh	\$33,446,923	2,138
2	Allegent Community FCU	Pittsburgh	\$288,439,974	24,611
3	Arize FCU	State College	\$161,427,210	11,569
4	Blue Chip FCU	Harrisburg	\$43,607,944	3,969
5	Century Heritage FCU	Pittsburgh	\$280,889,697	18,432
6	Chrome FCU	Washington	\$199,362,384	13,779
7	City Co FCU	Pittsburgh	\$23,613,669	4,079
8	Clearview FCU	Moon Township	\$2,003,811,242	127,896
9	Discovery FCU	Reading	\$181,074,287	8,789
10	Galaxy FCU	Franklin	\$65,922,447	4,634
11	Glass Cap FCU	Connellsville	\$43,982,607	4,854
12	Greater Pittsburgh FCU	Pittsburgh	\$70,380,953	9,561
13	Greater Pittsburgh Police FCU	Pittsburgh	\$103,061,351	9,702
14	Hershey FCU	Hershey	\$117,671,265	9,345
15	Lanco FCU	Lancaster	\$51,382,725	3,730
16	Moonlight FCU	Worthington	\$98,799,538	7,402
17	New Alliance FCU	Ambridge	\$11,366,268	984
18	New Castle Belco FCU	New Castle	\$37,684,226	5,806
19	New Directions Community CU	Franklin	\$132,403,161	18,849
20	Pheple FCU	Greensburg	\$154,602,561	16,233
21	Priority First FCU	DuBois	\$318,439,573	23,338
22	Riverfront FCU	Reading	\$61,761,110	4,245
23	SRU FCU	Slippery Rock	\$17,797,525	2,216
24	Stanwood FCU	New Stanton	\$84,311,608	5,925
25	Susquehanna Valley FCU	Camp Hill	\$118,025,604	12,253
26	The One FCU	Meadville	\$220,060,506	16,189
27	Top Tier FCU	Clarion	\$123,936,014	7,910
28	Tri Boro FCU	Munhall	\$120,666,324	9,103
29	United Community FCU	West Mifflin	\$163,974,365	14,170
30	USSCO Johnstown FCU	Johnstown	\$252,105,759	19,394
31	U\$X FCU	Cranberry Twp.	\$97,480,983	7,319
32	Valley 1st	Monessen	\$357,822,584	21,712
33	West-Aircomm FCU	Beaver	\$23,280,459	1,312
34	Western PA FCU (formerly I.U.7)	New Kensington	\$128,076,111	9,948
35	Widget FCU	Erie	\$439,650,781	47,918
Totals:		35	\$6,630,319,738	509,314

Dealership Information

Dealership Legal Name		DBA Name	
Physical Address	City	State	Zip Code
Phone Number	Billing Contact Name	Billing E-mail Address	
Billing Address	City	State	Zip Code
General Manager Name	E-mail Address	Phone Number	
General Sales Manager Name	E-mail Address	Phone Number	
IT Manger Name	E-mail Address	Phone Number	
Franchises Represented ☐ Acura ☐ Alfa Romero ☐ Audi ☐ BMW ☐ Buick ☐ Cadillac ☐ Chevrolet ☐ Chrysler ☐ Dodge ☐ Fiat ☐ Ford ☐ Genesis ☐ GMC ☐ Honda ☐ Hyundai ☐ Infiniti ☐ Isuzu ☐ Jaguar ☐ Jeep ☐ Kia ☐ Land Rover ☐ Lexus ☐ Lincoln ☐ Maserati ☐ Mazda ☐ Mercedes-Benz ☐ Mini ☐ Mitsubishi ☐ Nissan ☐ Porsche ☐ Pre-Owned Only ☐ RAM ☐ Subaru ☐ Toyota ☐ Volkswagen ☐ Volvo			

Multi-Franchise Sales Contact Information

Dealership Name	Franchise Sales Contact	E-mail Address	Phone Number
Dealership Name	Franchise Sales Contact	E-mail Address	Phone Number
Dealership Name	Franchise Sales Contact	E-mail Address	Phone Number

New and Pre-Owned Vehicle Inventory Feed

Name of Data Provider Company	Contact Name	E-mail Address	Phone Number
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Marketing & Advertising Services

- ☒ Dealer Advertisement on participating Credit Union Car Buying Websites
☒ Dealer New vehicle inventory displayed on participating Credit Union Car Buying Websites
☒ Dealer Pre-owned vehicle inventory displayed on participating Credit Union Car Buying Websites
☒ Electronic vehicle price and information requests from participating Credit Union member shoppers

Marketing & Advertising Monthly Fee Schedule

Dealer Program Level	Monthly Rate	Banner Ad (optional)	Fee Per Sold Vehicle Viewed	Price Per Lead Submission (PQR)	Auto Receive	KLA Rate Discount	Selection (Check Box)
Platinum	\$399 ¹	Free	Free	Free	Included	.15% ²	
Premier	\$299 ¹	\$35	\$15	\$10	Included	.10% ²	
Preferred	\$199	\$70	\$30	\$20	Included	.05% ²	
Prospector	\$99	\$100	\$45	\$30	Yes / No	-	

¹10% Discount if pay annually

²If permissible up to max KLA discounts

Marketing & Advertising Fees

_____ Monthly Base Rate	\$99.00 per feed _____ Set-up Fee (one time)	_____ Billing Begins (15 th of following month via ACH)
_____ Authorized Representative Name (printed)	_____ Authorized Representative Signature	_____ Date
_____ Authorized Reseller Name (printed)	_____ Authorized Reseller Signature	_____ Date
_____ Authorized FocusOne Marketing Name (printed)	_____ Authorized FocusOne Marketing Signature	_____ Date

WHEREAS:

A. FocusOne Marketing, LLC (FOM) and participating credit unions (Credit Union) desire for Dealer to participate in FOM's Member Auto Center™ (MAC™) program, that provides licensed motor vehicle dealers with a Credit Union member marketing and advertising platform and to manage Credit Union sales leads through seamless technology (the "MemberAutoCenter.com Services"). The motor vehicle dealer is able to use the Program Services to generate car sales business and enhance its relationship with participating Credit Unions, easily offer its new and pre-owned vehicle inventory to members of participating Credit Unions, and attract incremental sales of new and pre-owned vehicles.

B. Program marketing and advertising with the MemberAutoCenter.com Services provided by the Credit Union with a branded website and marketing support to attract new and pre-owned vehicle sales inquiries. Each vehicle sales inquiry receives an e-mail response, identification of the participating dealer able to fulfill the sales inquiry, and direct transfer of a Credit Union member sales inquiry to a designated enrolled dealer representative for the sale of the vehicle.

C. Dealer desires to join the MAC™ program and to implement and utilize the MemberAutoCenter.com Services under the terms contained in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**1. FOM'S OBLIGATIONS**

1.01 *MemberAutoCenter.com Services:* During the term of this Agreement, FOM will provide the MemberAutoCenter.com Services to Dealer in the manner described in this Agreement.

1.02 *MemberAutoCenter.com for the Dealer:* Dealer will interact with the MemberAutoCenter.com Services through FOM's MAC™ web-based Dealer system ("The MAC™ Dealer System"). Any further customization of the MAC™ Dealer System that Dealer desires must be done by FOM and will be subject to FOM's approval and will be contracted and billed separately to the dealer in a manner acceptable to both parties. FOM reserves the unrestricted right, but shall have no obligation, to modify the MAC™ Dealer System.

1.03 *Priority for the MemberAutoCenter.com Dealer Network:* Dealer, as a participant in FOM's MAC™ Program, and all other MAC™ MemberAutoCenter.com Dealer Network participants will receive the first right to fulfill any vehicle sales leads generated by members of a FOM Credit Union through FOM's MAC™ MemberAutoCenter.com system.

1.04 *Advertising and marketing efforts through the Credit Union,* as described on page 1 under "Marketing and Advertising Services" section.

2. DEALER'S OBLIGATIONS

2.01 *MAC™ Dealer Network and MemberAutoCenter.com Services Participation Fee:*

- (a) A one-time set-up fee as outlined on the signature page of the agreement; and
- (b) A monthly marketing and advertising fee based on enrollment of dealership(s) and Service(s) as outlined on the signature page (page 1) of the agreement.

2.02 *Dealer's New and Pre-Owned Vehicle Inventory Database (optional, based on selection on page 1 under "Marketing and Advertising Services" section):* Dealer agrees to provide an electronic database of Dealer's new and pre-owned vehicle inventory, and will provide no less than weekly updates of Dealer's new and pre-owned vehicle inventory. The specific information required for each new and pre-owned vehicle and the manner in which the electronic database is to be delivered by Dealer will be specified by FOM in writing from time to time. Dealer responsible for new and pre-owned inventory feed ability and content; any customization cost for feed to transfer to MAC™ system will be the responsibility of the dealer.

2.03 Designated Enrolled Dealer Representative: To facilitate the servicing of Credit Union members, Dealer agrees to designate the appropriate dealer representative(s) ("Dealer Representative(s)") to whom all vehicle leads will be transferred through the MACTM Program. The Dealer Representative(s) or any other agent or employee of Dealer who interact with a member of a MACTM participating Credit Union will provide such service in a manner commensurate with FOM's superior member service standards.

2.04 Financing Opportunities: Dealer agrees to use its best efforts to ensure that all motor vehicle financing opportunities presented to Dealer by a member of participating Credit Unions through the use of the MACTM Program will be directed through the Credit Union's indirect program or on a direct lending basis with the Credit Union.

2.05 Compliance with Law: Dealer will comply with all applicable state and federal laws, rules and regulations including, without limitation, Department of Motor Vehicles requirements with respect to licensure, dealer bonding and insurance. Dealer will promptly inform FOM if it becomes the subject of any disciplinary or license revocation proceeding, or it is otherwise the subject of any governmental order that materially affects its right or ability to perform its obligations under this Agreement.

2.06 FOM Indemnification: Dealer will indemnify, defend and hold harmless FOM and its directors, officers, representatives and employees against all losses, claims (whether or not valid), damages and liability (including reasonable attorney's fees) they incur arising out of the sale by Dealer of any new or pre-owned vehicle pursuant to this Agreement, or the violation by Dealer or its employees and agents of any law, rule or regulation applicable to Dealer or its affiliates, or to the extent caused by the fault or neglect of Dealer or its affiliates. If a claim should arise with respect to which FOM contends that it is entitled to indemnity hereunder, FOM shall immediately advise Dealer in writing of the nature of the claim and cooperate with Dealer in determining the factual basis of the claim. Dealer may defend such claim with counsel of its choice. FOM at its own expense may retain its own counsel to participate in the action.

2.07 Credit Union Indemnification: Dealer will indemnify, defend and hold harmless Credit Union and its directors, officers, representatives and employees against all losses, claims (whether or not valid), damages and liability (including reasonable attorney's fees) they incur arising out of the sale by Dealer of any new or pre-owned vehicle pursuant to this Agreement, or the violation by Dealer or its employees and agents of any law, rule or regulation applicable to Dealer or its affiliates, or to the extent caused by the fault or neglect of Dealer or its affiliates. If a claim should arise with respect to which Credit Union contends that it is entitled to indemnity hereunder, Credit Union shall immediately advise Dealer in writing of the nature of the claim and cooperate with Dealer in determining the factual basis of the claim. Dealer may defend such claim with counsel of its choice. Credit Union at its own expense may retain its own counsel to participate in the action.

3. LICENSING OF THE MACTM DEALER SYSTEM

MemberAutoCenter.com Intellectual Property: FOM hereby grants a sublicense to Dealer to access the web-based MACTM Dealer System during the term of this Agreement. This sub-license is nonexclusive and FOM will be free at all times to sub-license the MACTM Dealer System absent any data, information or intellectual property related to Dealer.

3.01 Sublicense: Subject to the terms and conditions of this License, FOM hereby grants to Dealer a non-exclusive, non-transferable, revocable sublicense, under common law and any registrations covering the intellectual property of third parties, licensed to FOM and incorporated on any page which displays or uses such property in connection with the Extranet System. FOM and its licensors retain the right to use such intellectual property and to sublicense or license its use to any other designee. Dealer shall not represent in any manner that it has any ownership in the intellectual property licensed or sublicensed under this Agreement.

3.02 Conditions of Use: The grant of this sub-license and the use of the MACTM Dealer System is subject to the terms and conditions of this Agreement. Dealer shall cooperate with FOM to facilitate the preservation of the

intellectual property rights associated with the MAC™ Dealer System. The parties agree to keep confidential all data, information or reports regarding Dealer's use of the MAC™ Dealer System.

3.03 *Limitations*: Dealer shall not (i) use or permit the use of, any portion of the MAC™ Dealer System except as authorized by this Agreement; (ii) sublicense any of its rights in the MAC™ Dealer System to any third party without the prior written consent of FOM (iii) authorize any third party to access the MAC™ Dealer System without the prior written permission of FOM; (iv) modify any part of the MAC™ Dealer System; or (v) use any part of the MAC™ Dealer System software to create a derivative or similar work.

3.04 *Ownership*: FOM and its Licensors are the owner of and retains all right, title and interest, including all copyright, patent, trade secret, trademark, and any other intellectual property rights, in and to the Member Auto Center Dealer System, including all updates, derivative works and modifications thereto. Dealer shall gain no right, title or interest in the Member Auto Center Dealer System by virtue of this sub-license, other than the non-exclusive license granted hereunder.

4. TERM AND TERMINATION

4.01 *Term*: This Agreement shall become effective as of the Effective Date when fully executed by all of the parties. The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date. At the end of each term, this Agreement shall automatically renew for an additional year, unless either party gives written notice of its election not to renew at least thirty (30) days in advance of the end of the current term. Notwithstanding the foregoing, this Agreement will also terminate upon the expiration of FOM's license of the MemberAutoCenter.com Services.

4.02 *Termination*: Either party shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:

- (a) Immediately upon written notice if (i) all or a substantial portion of the assets of the other party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, or (ii) a proceeding is commenced by or against the other party for relief under bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days; or
- (b) Upon the occurrence of an uncured material default by either party, the non-defaulting party shall have the option to terminate this Agreement by giving written notice of the exercise of such right to the defaulting party. As used herein, "uncured material default" shall mean a default that materially interferes with the benefits of this Agreement reasonably anticipated by such party at the time of execution of this Agreement with respect to which the non-defaulting party has given the defaulting party written notice specifying the default and the default has not been cured within thirty (30) days of the delivery of the notice; or
- (c) Immediately by FOM if Dealer knowingly and intentionally fails to provide a FOM MAC™ participating Credit Unions with a financing opportunity in violation of Section 2.04 of this Agreement.

5. REPRESENTATIONS AND DISCLAIMERS OF WARRANTY

5.01 *General Representations*. Each Party represents and warrants to the other Party that (a) it has the right and power to perform its obligations and to grant the rights granted herein; (b) its performance under this Agreement shall not violate any agreement or obligation between it and a third party or any applicable law, ordinance or regulation; and (c) no content or materials that are provided to the other Party do now or will in the future infringe upon or violate any intellectual property right or proprietary or non-proprietary right of any third party.

5.02 *MemberAutoCenter.com Services – Disclaimer of Warranty*. EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THE MEMBERAUTOCENTER.COM SERVICES ARE PROVIDED AND MEMBER AUTO CENTER DEALER SYSTEM IS SUB-LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. FOM does not warrant THE ACCURACY OF THE VEHICLE INFORMATION

PROVIDED THROUGH THE MEMBERAUTOCENTER.COM SYSTEM, that the MEMBERAUTOCENTER.COM SERVICES will meet Dealer's requirements or that operation will be uninterrupted or error free.

6. **MISCELLANEOUS**

6.01 *Notices:* Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the third day following the date of mailing.

6.02 *Assignment:* Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may not be unreasonably withheld. Consent to an assignment shall be deemed automatically granted if said assignment is made in conjunction with the sale or other transfer of a controlling percentage of the stock of either party. Any attempted assignment or delegation in violation of this provision shall be void.

6.03 *Applicable Law and Venue:* This Agreement shall be governed by federal law and the laws of the State of Texas. Any legal action related to this Agreement shall be initiated in a state or federal court in Houston, Texas.

6.04 *Entire Agreement:* This Agreement, including any addenda attached hereto, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect to that. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party. Notwithstanding the foregoing, the FOM MACTM Dealer Agreement shall remain in full force and effect and this Agreement shall not modify the obligations and rights of the parties pursuant to the FOM MACTM Dealer Agreement.

6.05 *Modifications:* Any modification of this agreement will be effective only if it is in writing and signed by the party to be charged.

6.06 *Effect of Waiver:* The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

6.07 *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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