REN'T'OWN® / LEASE'T'OWN®
DEALER AGREEMENT

This Agreement, made and entered into by and between Northland Auto Enterprises, Inc., a Minnesota corporation (DBA: Northland Auto Solutions) and Dealership named on the signed Dealer Agreement.

Northland has developed a business model and marketing system for persons engaged in (or intending to enter) the business of motor vehicle leasing (the Northland "Ren'T'Own® / Lease'T'Own® System"); The Northland Ren'T'Own® / Lease'T'Own® System offers Dealers certain benefits; The Dealer desires to enter the Northland Ren'T'Own® / Lease'T'Own® System, and Northland is willing that the Dealer become an affiliate for purposes of using the Northland Ren'T'Own® / Lease'T'Own® System; and

RIGHT TO USE SYSTEM

Northland hereby grants to the Dealer the right, generally, to operate a motor vehicle leasing system in conformity with the Northland Ren'T'Own® / Lease'T'Own® System, such system to be made known to the Dealer by Northland. Dealer further acknowledges and understands that Northland has established certain criteria and conditions for which Dealer must comply with, and remain compliant with, to keep his Dealer Agreement in force. These criteria and conditions include, but not limited to, the following:

1. The Dealer must add vehicles to the Dealer's Northland Ren'T'Own® / Lease'T'Own® fleet list by providing Northland a copy of the Consumer Agreement along with the properly completed consumer insurance binder; (GOLD program only)
2. The Dealer must add vehicles to the Dealer's Northland Ren'T'Own® / Lease'T'Own® to the online Silver portal as Consumer Agreements are written. (Silver Program Only)
3. The Dealer must maintain the Northland Ren'T'Own® / Lease'T'Own® excess contingent liability insurance policy on all the Dealer's fleet vehicles at all times.
4. Pay the insurance premiums when due.

ENROLLMENT FEE

The Dealer agrees to pay a one-time enrollment fee of **$979.00** (the "Enrollment Fee"). The Enrollment Fee is non-refundable, except as otherwise provided herein. There is no exclusive territory granted to the Dealer under this Agreement.

ACCOUNT ACTIVATION

Your account will be considered "active" when you've submitted a signed lease agreement with valid proof of insurance. If no contracts are submitted within a 6 month period, your account will be considered "dormant" and subject to a re-instatement fee.

CONFORMITY WITH LAWS

The Dealer shall operate the Dealer's vehicle leasing business strictly in conformity with all applicable laws and regulations, including, without limitation, obtaining and maintaining all permits, licenses and registrations which are now required, or which are required in the future, by any competent authority.

The Dealer agrees to indemnify Northland on account of any damages which may accrue to the Dealer on account of the Dealer's failure to perform this agreement, or maintain any condition herein required to be maintained by Dealer, including reasonable attorneys' fees for the enforcement hereof or otherwise.

The Dealer agrees to indemnify Northland for any expenses incurred on account of the Dealer's failure to execute the lease agreement in accordance to state and federal laws.

INDEPENDENT CONTRACTOR

The relationship created herein between Northland and the Dealer is that of independent contractors. Neither party is responsible for any debts or other obligations of the other party. No party, nor any of the party's employees or agents, is authorized or empowered to create debts or other obligations binding upon the other party, in any manner whatever, nor may a party represent that such person has the authority or power to do so.

Dealer is solely responsible for, and is free to exercise, the Dealer's own judgment and control in the operation of the Dealer's vehicle leasing business.

Neither the Dealer, nor any of its employees or agents, is considered in any way, directly or indirectly, expressly or by implication, an employee of the Northland for any purpose.

EXCESS CONTINGENT LIABILITY INSURANCE

Northland has entered into contracts (the "Contracts") with certain Insurance Companies to make available motor vehicle excess contingent liability insurance to the Dealer through the Northland Ren'T'Own® / Lease'T'Own® System. In the Northland Ren'T'Own® / Lease'T'Own® System, a Dealer is required to have Northland's excess contingent liability insurance coverage on all motor vehicles leased under the Northland Ren'T'Own® / Lease'T'Own® System.

Each RTO/LTO® customer MUST furnish primary insurance coverage in the amount required in the lease contract. Two insurance packages are available: GOLD & SILVER.

GOLD: Each RTO/LTO® Dealer receives excess contingent liability insurance of $1,000,000.00 (one million) per occurrence and collision damage with $1,000 deductible.

SILVER: Each RTO/LTO® Dealer receives excess contingent liability insurance of $1,000,000.00 (one million) per occurrence.

The customer's insurance policy and/or the Dealer's excess contingent liability policy **DOES NOT** cover excluded drivers. The financial responsibility then falls on the dealer. It is, therefore, at the discretion of the dealer whether to issue a contract to a customer whose policy contains excluded drivers. The excess contingent liability policy **DOES NOT** cover leased drivers listed on the contract if there is no primary insurance with them listed on their insurance policy.

When the Dealer obtains the Northland excess contingent liability insurance coverage, the Dealer will comply, in a timely manner, with certain vehicle restrictions, customer type restrictions, reporting requirements, payment requirements, claims requirements and other requirements, the terms and provisions of which will be duly communicated to the Dealer by Northland, the Insurance Companies, or both. Such requirements may be changed by the Insurance Companies or Northland at any time. Failure to comply with such requirements or with the requirements of any applicable insurance policy providing such excess contingent liability coverage will result in immediate termination of the Dealer, and will subject the Dealer to cancellation of such coverage by the insurance company in accordance with any policy providing such coverage. In addition, Northland reserves the right to cancel the Dealer Agreement pursuant to the termination notice contained herein.

The Dealer authorizes Northland to withdraw payments directly from the designated checking account or credit card that has been selected for insurance premiums once a month, at the beginning of the month, for each motor vehicle to be so insured as follows:

GOLD PROGRAM

A) If the contract is dated from the 1st to the 15th of the month, the premium is $24.00
B) If the contract is dated from the 16th to the 31st of the month, the premium is $12.00 (1st month only - the full premium of $24.00 is due for each month thereafter)
Northland offers a premium discount based on fleet size.

$1,000,000.00 (One Million) Coverage	
# of Vehicles on RTO/LTO® Fleet	**Premium per Car, per Month**
1 – 100 Vehicles	$24.00
101 – 200 Vehicles	$22.00
201+ Vehicles	$20.00

} Discounted premium applies to the entire fleet

After a Dealer hits a milestone level, they must maintain that amount of cars in order to receive the discounted price. If a Dealer falls below the milestone for two consecutive months, they will be placed back to the higher insurance premium until he can get back over the milestone level. PREMIUM AMOUNTS ARE SUBJECT TO CHANGE AT ANY TIME. If full payment is not received by Northland, the Dealer will have no insurance coverage from Northland on those vehicles.

SILVER PROGRAM

The Dealer authorizes Northland to withdraw payments directly from the designated checking account or credit card that has been selected for insurance premiums once a month, at the beginning of the month, for each motor vehicle to be so insured for $9.95. This program **does not** include Collision Damage coverage and **does not** include insurance tracking. THE DEALER IS RESPONSIBLE for adding vehicles and deleting vehicles from the fleet management system. Any vehicles not on the system will not be insured. PREMIUM AMOUNTS ARE SUBJECT TO CHANGE AT ANY TIME. If full payment is not received by Northland, the Dealer will have no insurance coverage from Northland on those vehicles.

Northland shall not be liable to the Dealer, the Dealer's customers, or anyone, for any claim or cause of action arising out of or related to any excess contingent liability insurance coverage.

The excess contingent liability insurance coverage provided to the Dealer by the Insurance Company are limited by the terms of the policy insuring the Dealer, and the Dealer agrees to examine the certificate of insurance, all other insurance related documents and procedures. The Dealer will indemnify Northland for any loss, including reasonable attorneys' fees, which Northland sustains by reason of such failure.

Northland shall have the right, on behalf of the Dealer to make insurance selections, rejections and waivers as to coverage and limits. Any such selections, rejections and waivers will be determined by Northland based on the laws of the state of the Dealer's residence.

TRADEMARK LICENSE AGREEMENT

Dealer acknowledges that Ren'T'Own® Lease'T'Own®, RTO®, LTO®, and Providing Transportation for Life® are registered trademarks of Northland. Northland grants to Dealer a license to use the marks in connection with Dealer's business, on a non-exclusive basis. A limited number of states do not allow the use of the Ren'T'Own® or RTO® trademarks at this time.

Northland grants to the Dealer a non-transferrable, non-exclusive right and license to use the license service marks for the license services.

Northland reserves the right to revoke the consent granted herein by complying with the termination notice requirements as referenced herein and Dealer agrees to cease using said Ren'T'Own® Lease'T'Own®, RTO® and LTO® logos, trade name and trademark upon expiration of thirty (30) days from the point of notification of such termination.

REN'T'OWN® / LEASE'T'OWN® CONTRACTS

Dealer acknowledges that Northland Ren'T'Own®/Lease'T'Own® contracts are copyright property of Northland. Northland grants to Dealer a non-transferrable, non-exclusive right and license to use copyright contracts.

Northland reserves the right to revoke the consent granted herein by complying with the termination notice requirements as referenced herein and the Dealer agrees to cease using said Northland contracts upon expiration of thirty (30) days from the point of notification of such termination.

ENFORCEMENT OF RIGHTS

If any party to the Dealer Agreement sues to enforce a right under this Dealer Agreement, the prevailing party shall be entitled to receive its costs and expenses, including reasonable attorneys' fees, associated with such lawsuit.

INDEMNITY

The Dealer agrees to indemnify Northland, defend and hold harmless and free from any and all fines, administrative or judicial proceedings, claims, damages, demands, obligations or any actions of any kind, whatever, by anyone, arising out of the Dealer's business and to pay for all cost, including without limitation, attorneys' fees, reasonable on account thereof.

TERMINATION

Either party may terminate this Agreement by providing thirty days written notice.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Minnesota.

AMENDMENTS TO DEALER AGREEMENT

Except as otherwise provided herein, this Agreement shall not be amended, modified or altered in any manner except by writing signed by all parties then to be bound thereby.