

<u>Line 5, LLC Independent Dealership Participation Agreement</u> New Dealership Checklist

	Completed Line 5, LLC Dealership Participation Agreement.	
	Agreement Signed, Initialed and Dated by AUTHORIZED Dealership officer.	
	Articles of Incorporation/Organization reflecting signer as an Officer/Principal of Dealership.	
	Signed PHOTO IDENTIFICATION CARD of signer. (Example: State Issued Driver's License)	
	Complete ATTACHMENT A. (Dealership Questionnaire)	
	Complete ATTACHMENT B. (Product Integration Worksheet)	
	Copy of CURRENT Dealership's Dealer License for each Dealership Location. ***Texas Dealers Only: Copy of OCCC Motor Vehicles Sales Finance License	
	Copy of VOIDED CHECK or BANK LETTER for funding method for each Dealership location	
	Completed, Signed and Dated FORM W9 for each Dealership Location.	
	Optional: Completed, Signed, Initialed and Dated ATTACHMENT C (Multiple Locations)	
	advised that after review of the above listed documents, Line 5, LLC may request additional ts and/or information in order to complete its review and approval process.	
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Dealer Initials Line 5 Initials		
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This DEALERSHIP PARTICIPATION AGREEMENT ("Agreement") is made this day of day of day of day of the "Effective Date") by and between LINE 5 LLC a Florida
corporation with its principal place of business located at 999 Vanderbilt Beach Road Suite 503, Naples, Florida 34108 ("LINE 5"), and
1. <u>APPOINTMENT OF DEALER:</u> In accordance with the terms and subject to the conditions of this Agreement, LINE 5 appoints Dealer as a NON-EXCLUSIVE user of the financing services provided by LINE 5 commencing on the Effective Date.
2. NO AGENCY RELATIONSHIP: Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, franchisee or joint venture relationship between the parties. Dealer is a completely separate and distinct legal entity from LINE 5 which, pursuant to the terms of this Agreement, is granted a non-exclusive ability to utilize financing by LINE 5 to sell Products and/or Services in Dealer's own name and for Dealer's own account in accordance with the terms of this Agreement. Dealer has no authority to make any agreement or commitment, or to undertake or incur any obligation or liability on behalf of LINE 5 or any of its affiliates, except as otherwise expressly authorized in writing by LINE 5.
3. <u>FINANCING OF PRODUCTS BY LINE 5:</u>
The terms and conditions of this Agreement shall govern the rendering of financial services by LINE 5. No additional or conflicting terms shall become a part of this Agreement or of the rendering of financial services to Dealer unless agreed to in writing by LINE 5.
All orders for financing placed by Dealer shall be in the form of a LINE 5 Installment Contract generated by the LINE 5 website ("Installment Contract"), specifying in English all of the items included therein, and may be submitted to LINE 5 only after financing for the underlying vehicle has been secured. Requests for financing submitted in any other form will not be accepted by LINE 5. All Installment Contracts submitted by Dealer are subject to LINE 5's approval and acceptance. LINE 5 retains sole discretion to determine which Installment Contracts it will approve and/or accept. Notwithstanding any other provisions hereof, LINE 5 shall not be liable any compensation, commission, reimbursement or damages for any delay or denial, regardless of cause, in the rendering of services to Dealer.
LINE 5 does not offer Dealer any grace period to modify a submitted Installment Contract, and no changes will be accepted by LINE 5 once the Installment Contract is approved and accepted by LINE 5. Dealer is solely responsible for confirming the accuracy of all information contained in the Installment Contract.
In addition to the foregoing, Dealer will be responsible for collecting a down payment from the individual(s) purchasing products and services from Dealer ("Purchaser") equal to ten percent (10%) of the total retail selling 4852-9374-5734.1 Dealer Initials
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P.O. Box 112737, Naples, FL 34108 p. 844 775 4635 f. 239 631 2331

LINE

EVERY PRODUCT. EVERY CUSTOMER. EVERY TIME.

price of the products and services being financed. Line 5 will not accept any Installment Contract from Dealer without a ten percent (10%) down payment. Dealer is also required to list any down payment obtained from the Purchaser in the applicable sections of the Installment Contract and any failure to do so will be considered a material breach of this Agreement.

Upon receipt and acceptance of any Installment Contract from Dealer accompanied by a ten percent (10%) down payment, LINE 5 will fund the cost of the Product to the Provider. For each successful monthly payment to LINE 5 by a Purchaser which has cleared for at least five (5) business days Line 5 will issue payment to Dealer for the net remaining principal amount of the Purchaser's monthly payment after the Provider Product cost percentage or Provider monthly proration amount (whichever is greater) is deducted. Such payments will be made by LINE 5 to Dealer on a monthly basis. LINE 5 reserves the right to deduct any refunds or proration due back to LINE 5 from Dealer from any funding payments made by LINE 5 to Dealer. In the event that Dealer ever receives funds from a Product Provider for a Product financed by Line 5 (such as in the event of overpayment by LINE 5, denial of coverage resulting in a cancellation by the Provider, or for a cancellation refund), Dealer shall send all such funds to LINE 5 within five (5) business days.

In the event that Dealer goes out of business, files for any form of bankruptcy, or commits a material breach of any portion of this Agreement, LINE 5 will not issue payment to Dealer for any successful monthly payment to LINE 5 by a Purchaser (as set forth in the preceding paragraph). In such event LINE 5 will be permitted to keep the entirety of any successful monthly payment to LINE 5 by a Purchaser and Dealership will not be entitled to any further or additional payments for any active Products financed by LINE 5.

- 4. NON-PRORATED ITEMS: This Agreement provides Dealer the ability to use LINE 5's services to finance Products, subject to the approval of LINE 5, which are prorated in the event of early termination. If Dealer uses LINE 5's services to finance Products which are not prorated, Dealer is required to submit an Installment Contract to LINE 5 as set forth in Section 3 of this Agreement. Unlike prorated items discussed in Section 3 of this Agreement, LINE 5 will not fund the cost of the Product to the Provider and Dealer will be solely responsible for any such payment. Upon receipt and acceptance of any Installment Contract from Dealer and confirmation that Dealer has funded the cost of the Product to the Provider, for each successful monthly payment to LINE 5 by a Purchaser which has cleared for at least five (5) business days LINE 5 will issue a monthly payment to Dealer for the net principal amount of the Purchaser's monthly payment.
- 5. <u>DOWN PAYMENT:</u> Dealer is responsible to collect the down payment outlined in this Agreement from the Purchaser. Dealer is also required to list any down payment obtained from the Purchaser in the applicable sections of the Installment Contract and any failure to do so will be considered a material breach of this Agreement.
- 6. **SALES TAX:** All necessary sales tax from Products financed through LINE 5 is to be collected and paid on behalf of the Purchaser by Dealer, and Dealer is responsible for verifying the correct sales tax is being collected.
- 7. <u>ASSIGNMENT:</u> Upon execution of the Installment Contract, Dealer will assign the Installment Contract, in its entirety, to LINE 5. All related refunds and/or rebates from cancelled Products will be assigned to LINE 5. LINE 5 will be responsible for providing any notices to the Purchaser required by applicable law with respect to

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the assignment of the Installment Contract to LINE 5.

- 8. <u>LIENHOLDER:</u> Dealer will indicate LINE 5 as the "Lienholder" in the appropriate section on all sold Products using financing by LINE 5. The "Lienholder" designation will cease once the Installment Contract has been paid in full and the Purchaser's account has been satisfactorily settled. If no "Lienholder" section is present for a Product sold using financing by LINE 5 (such as for items which are not prorated), Dealer will treat such product as thought Line 5 were the Lienholder.
- 9. **PRICING:** Dealer agrees that the retail-selling price of Products will not vary depending upon whether the Purchaser chooses to finance the Product with LINE 5 or pay by other means, and Dealer may not assess incremental charges or offer discounts depending on whether the Purchaser chooses to finance the Product with LINE 5 or pay by other means.
- 10. <u>FUNDS DUE TO LINE 5:</u> In the event that funds are due back from Dealer to LINE 5, such as in the event of a cancelled Installment Contract, such payments shall be made to LINE 5 in full in United States dollars by check, wire transfer, or ACH to LINE 5 or a bank or banks designated in writing by LINE 5 to Dealer, or by such other means or in such other currencies or to such other address as LINE 5 may from time to time designate in writing within five (5) business days. Interest on any past due amounts shall be charged at the rate of one and one-half percent (1 1/2%) per month or the maximum amount permitted by law, whichever is higher. All costs associated with payments hereunder shall be borne by Dealer.

11. **COMPLIANCE:**

Dealer is solely responsible for obtaining and having in effect all licenses, permits and authorizations from all governmental agencies necessary to the performance of its obligations hereunder and shall comply with all applicable laws, rules and regulations affecting Dealer and its respective activities as set forth in this Agreement.

Dealer hereby represents and warrants that it conducts its business in full compliance with the provisions of the Telephone Consumer Protection Act, CAN-SPAM Act, and all other applicable federal, state, and local laws. Dealer further represents and warrants that the telephone numbers it uses to contact potential customers are the correct telephone numbers for those individuals, have been obtained and will be used in compliance with all applicable laws, and do not include (A) emergency lines, including those of any hospital, medical center, health care facility, poison control center, fire protection agency, or law enforcement agency, (B) any number assigned to a paging service, cellular telephone service, or other wireless service, unless appropriate consents have been obtained, (C) any number which appears on the National Do Not Call Registry, or (D) any number to which automated dialing or prerecorded message calls are prohibited under applicable laws.

In addition to any other indemnification obligation set forth in this Agreement, Dealer shall defend LINE 5 and its direct and indirect parents, subsidiaries and affiliates, and their respective officers, directors, shareholders and agents from and against any third party claim, demand, lawsuit or legal action arising from any matter for which Dealer is responsible under Section 11 of this Agreement, and indemnify LINE 5 and its direct and indirect parents, subsidiaries and affiliates, and their respective officers, directors, shareholders and agents against all

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penalties, fines, charges, liabilities or costs, including attorneys' fees and related costs, whether direct or indirect resulting from or in connection with any failure on the part of Dealer under the provisions of Section 11 of this Agreement and in accordance with its terms.

- 12. <u>INTELLECTUAL PROPERTY:</u> Dealer acknowledges the confidential and proprietary nature and value to LINE 5 of information relating to the terms of this Agreement, and any services, computer systems, products, forms, ideas, concepts, inventions, procedures, data, know-how, trade secrets, or other matters concerning LINE 5 and its services (collectively referred to as "Confidential Information"). Dealer shall maintain the confidentiality of such Confidential Information and shall not disclose such Confidential Information, except to its employees, subcontractors, agents, and representatives who have a demonstrated need to know such Confidential Information in order to carry out Dealer's obligations under this Agreement. In the event Dealer is required to disclose Confidential Information pursuant to any legal process, or judicial or government order, Dealer shall promptly notify LINE 5 to allow intervention in response thereto.
- 13. **TERM; TERMINATION; EFFECT OF TERMINATION:** This Agreement shall become effective on the Effective Date and will continue for a period of two (2) years, unless terminated earlier, and shall automatically renew for one calendar year each year thereafter. This Agreement may be terminated by either party at any time for any reason whatsoever by written notice to the other party delivered not less than thirty (30) days prior to termination.

Notwithstanding any other provision of this Agreement, LINE 5 may terminate this Agreement with immediate effect on the giving of written notice to Dealer should LINE 5, in its sole discretion, determine that a breach of any portion of this Agreement has occurred.

Any termination of this Agreement shall operate as a cancellation of all Installment Contracts that LINE 5 has not accepted prior to the termination, and LINE 5 will not be liable to Dealer for any damages (including but not limited to consequential, special or lost profits) as a consequence of any termination or cancellation of Installment Contracts. Upon any termination of this Agreement, any and all amounts owing by Dealer to LINE 5 or from LINE 5 to Dealer shall become immediately due and payable. Termination of this Agreement will not affect existing Installment Contracts, which will remain in effect and subject to the terms of this agreement, including proration and refund provisions, after termination of this Agreement.

Notwithstanding any other provision of this Agreement, LINE 5 may in its sole discretion immediately recall any or all previously accepted Installment Contracts from Dealer and demand that Dealer buy back each such Installment Contract from LINE 5 including all outstanding interest, fees, and principal for each such Installment Contract within thirty (30) days of any such demand from LINE 5. LINE 5 will provide Dealer with written notice specifying the Installment Contracts being recalled, and LINE 5 will provide Dealer with all relevant documents, payment records, and other necessary information relating to any such Installment Contracts.

14. ASSIGNMENT: Dealer shall not assign, delegate or oth	erwise transfer this Agreement or all or any part of
its rights or obligations hereunder, whether voluntarily or by	operation of law, without the prior written consent
of LINE 5. LINE 5 may, without requiring the consent of	Dealer, assign, delegate or otherwise transfer this
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Agreement or any right hereunder, or delegate any obligation hereunder, to any person, including but not limited to any of the affiliates of LINE 5 or to any entity to which substantially all of its business is transferred by merger, consolidation, sale of assets or otherwise or which agrees to assume the obligations hereunder.

15. **GOVERNING LAW; JURISDICTION; ARBITRATION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America; provided, however, that any conflict of law rules of the State of Florida, U.S.A., shall not operate to require the application of the laws of any other jurisdiction. The English text of this Agreement shall be considered the original version of this Agreement and shall govern and be binding upon the parties. The controlling language for all communications between the parties shall be English.

Any dispute, claim or controversy arising out of, as a result of, based upon, related to or in connection with this Agreement, or any amendment hereto, whether in contract, tort, statute or otherwise, that cannot be resolved by good faith negotiations among the parties shall be determined by final and binding arbitration in accordance with then existing arbitration rules of the American Arbitration Association (available at https://www.adr.org/Rules). The arbitrator shall not act as "amiable compositeurs" and shall not have the authority or power to modify or alter any express condition or provision of this Agreement. Recovery of punitive, exemplary, statutory or liquidated damages will not be awarded and are waived, except an award may be made by the arbitrator for recovery for breach of warranty, products liability, or tort claims based upon the liability of Dealer or LINE 5. All costs and administrative expenses of arbitration, except attorneys' fees and costs, shall be shared equally by the parties. The arbitration will be conducted in the English language and held confidential by the parties and the arbitrator. Best efforts will be made to complete the arbitration within six months from the date of the arbitrator's appointment. The arbitral award and determination may be entered in any court having jurisdiction. An arbitral award, if any, will be granted in US Dollars.

In the event that the arbitration agreement contained within Section 16 of this Agreement is determined to be invalid by a court of competent jurisdiction, the parties hereby irrevocably and unconditionally agree that any further legal action or proceeding against either of them with respect to this Agreement and any transaction contemplated hereby shall be brought in the State or Federal courts within the State of Florida, U.S.A., and by execution and delivery of this Agreement, the parties hereby irrevocably and unconditionally submit to the jurisdiction of each such court.

In the event either party brings legal action to enforce any of the terms, conditions, or revisions of this Agreement or any amendment thereto, whether in arbitration, state court, or federal court, both parties agree to pay such attorney's fees as shall be awarded by the arbitrator or court to the prevailing party.

16. <u>INDEMNITY</u>: Dealer will defend, indemnify and hold harmless LINE 5 and each of its shareholders, affiliates, directors, officers, employees, insurers, successors, assigns, affiliates, divisions, parents, agents and contractors, free and harmless from and against any and all loss, cost, liability, claims, actions demands, damages, causes of action, remedies, debts, liabilities, judgments, settlements, expenses compensations and disputes or lawsuits asserted or prosecuted by a third party (including governmental or tax authority), including reasonable attorneys' fees and costs,

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arising out of, based upon, related to or in connection with (i) a breach or alleged breach by Dealer, or its shareholders, affiliates, directors, officers, employees, insurers, successors, assigns, agents and contractors, of any warranty, representation, or covenant under this Agreement; or (ii) Dealer's alleged negligence, breach of warranty, breach of contract, unfair business practices, unfair competition, products liability, violation of a consumer protection statute, violation of the CAN-SPAM Act, violation of the Telephone Consumer Protection Act, strict liability in tort or other tort claim. LINE 5 will cooperate with Dealer in the defense. Dealer will not consent to the entry of any judgment or enter into any settlement without LINE 5's prior written consent, which will not be unreasonably withheld. "Dealer's duty to defend is independent of its duty to indemnify and its other obligations under this Agreement. Dealer's duty to defend LINE 5 shall not be discharged until all indemnified matters have been resolved by settlements or by final judgments.

17. <u>CHANGES TO FINANCING TERMS:</u> LINE 5 reserves the right, as it sees fit in its sole discretion, to from time-to-time, amend, supplement or otherwise change the Products it will finance and/or the terms of its financing, and shall provide at least thirty (30) days prior written notice of any such changes to Dealer.

18. MISCELLANEOUS:

Dealer agrees to permit, during reasonable business hours, LINE 5, or its designee, to examine, audit, reproduce and take copies of all reports, accounts and records pertaining to the financing of Products by LINE 5, including, but not limited to, records in support of claims for reimbursement or credit from LINE 5, and Dealer shall cooperate fully with any such action by LINE 5.

Entire Agreement. This Agreement consists of these terms and conditions, all Attachments, and any written notices from Dealer specifically accepted in writing by LINE 5, and any documents incorporated by reference in this Agreement, and is the exclusive and entire agreement between LINE 5 and Dealer. This Agreement replaces, supersedes and cancels all prior agreements between Dealer and LINE 5 and/or any of LINE 5's affiliates, whether written, oral or implied relating to the subject matter hereof, which agreements shall have no further force and effect from the Effective Date.

<u>Authority</u>. The persons signing this Agreement represent and warrant that they have been duly authorized to execute this Agreement and thereby bind the parties to the terms of this Agreement.

<u>Counterparts</u>. This Agreement may be executed in one or more counterparts or by electronic or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

<u>Notices</u>. All notices and other communications hereunder shall be in writing and delivery shall be effective in all respects on the date of receipt thereof by the party to whom sent, by mail or hand delivered to LINE 5, LLC, Attention: URGENT NOTICES, 999 Vanderbilt Beach Road Suite 503, Naples, Florida 34108, U.S.A. or if to Dealer at the address and numbers indicated above. Dealer will supplement and correct the information contained herein if such information changes at any time while this Agreement is in effect.

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<u>Severability</u>. Should any part of this Agreement be deemed invalid or unenforceable, it shall not constitute an invalidation or unenforceability of any other part of this Agreement, which shall otherwise remain in full force and effect; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was severed and omitted.

<u>Force Majeure</u>. Neither party shall be liable hereunder for damages which may result from any delay or failure in performance due to acts of God or public authorities, war and war measures, civil unrest, fire, epidemics or labor disputes or other acts beyond the reasonable control of the party.

Amendment; Waiver. No modification of, revisions to or amendment of this Agreement shall be valid unless in writing signed by both LINE 5 and Dealer. To avoid confusion, no past practice or course of dealing between the parties, industry standard or practice, or usage of trade will constitute a modification or amendment of this Agreement. Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

<u>Successors And Assigns</u>. All of the terms, covenants, agreements and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, permitted assigns and legal representatives unless prohibited by this Agreement.

<u>Third Party Beneficiaries</u>. This Agreement is entered into solely between LINE 5 and Dealer and, subject to the Indemnity provisions above, this Agreement will not be deemed to create any rights in third parties or create any obligations of a party to any third party

<u>Counterparts</u>. This Agreement may be executed in one or more counterparts or by electronic or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date first above written at the places indicated below.

	Line 5, LLC
Dealership Name	
Signed By	Signed By
Print Name	Print Name
Title	Title
Date	Date

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Line 5 Initials _____

Dealer Initials _____





ATTACHMENT A

Dealer Questionnaire

Dealership Information	
Dealership Name:	
Federal Tax ID #:	
Business Type:	□ Corporation or □ LLC or □ Limited Partnership or □ Sole Proprietorship.
Dealership Type:	Please Check: ☐ Franchised or ☐ Non-Franchised
Dealership Address:	
Dealership Phone #:	
Dealership Fax #:	
In-House Warranty Admin	istrator (Dealership Coverage Activation/Cancellation Employee)
Name:	
E-mail Address:	
Contact Phone #:	
Contact Fax #: Site	
Permission:	Please Check: ☐ Administrator or ☐ Restricted User
Reports:	Please Check: ☐ Funding Reports and/or ☑ Cancellation Requests
Comptroller (If there isn't a	controller please note who will be handling the dealerships accounting)
Name:	
E-mail Address:	
Contact Phone #:	
Contact Fax #: Site	
Permission:	Please Check: ☑ Administrator or ☐ Restricted User
Reports:	Please Check: ☑ Funding Reports and/or ☐ Cancellation Requests
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Finance Director	
Name:	
E-mail Address:	
Contact Phone #:	
Contact Fax #: Site	
Permission:	Please Check: ☐ Administrator or ☐ Restricted User
Reports:	Please Check: ☐ Funding Reports and/or ☐ Cancellation Requests
Finance Manager	
Name:	
E-mail Address:	
Contact Phone #:	
Contact Fax #: Site	
Permission:	Please Check: ☐ Administrator or ☐ Restricted User
Reports:	Please Check: ☐ Funding Reports and/or ☐ Cancellation Requests
Finance Manager	
Name:	
E-mail Address:	
Contact Phone #:	
Contact Fax #: Site	
Permission:	Please Check: ☐ Administrator or ☐ Restricted User
Reports:	Please Check: ☐ Funding Reports and/or ☐ Cancellation Requests
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Finance Manager	
Name:	
E-mail Address:	
Contact Phone#:	
Contact Fax #:	
Site Permission:	Please Check: ☐ Administrator or ☐ Restricted User
Reports:	Please Check: ☐ Funding Reports and/or ☐ Cancellation Requests
Principle Info	
Principle Name:	
Principle E-mail:	
Principle Phone#:	
Site Permission:	Please Check: ☐ Administrator or ☐ Restricted User
Reports:	Please Check: ☐ Funding Reports and/or ☐ Cancellation Requests
Agency Referral	
Agency Name:	
Assigned Agent:	
Agent E-mail	
Agent Phone #	

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ATTACHMENT B

Product Integration Worksheet

Please complete the worksheet to expedite setting up the products for your Dealership/s.

n. (Must Select One) DEALER CODE / ID #
DEALER CODE / ID #

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ATTACHMENT C

Line 5, LLC Independent Dealership Participation Agreement Addendum ADDITIONAL DEALER LOCATIONS

COMPLETE AND SIGN FOLLOWING PAGE

List additional dealers to include with this agreement.

Dealership Name	
Phone Number Legal Full Address DBAs (if applicable)	
Dealership Name	
Phone Number Legal Full Address DBAs	
(if applicable)	
Dealership Name	
Phone Number Legal Full Address DBAs (if applicable)	
Dealership Name	
Phone Number Legal Full Address DBAs (if applicable)	
Dealership Name	
Phone Number Legal Full Address DBAs	
(if applicable)	
Dealership Name	
Phone Number Legal Full Address DBAs	
(if applicable)	
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The Dealership / Locations listed in ATTACHMENT C are affiliated with / owned by:

Dealership Name Address	
Phone Number	rms of the Line 5, LLC Independent Dealership Participation
Agreement executed on/	/
	LINE 5, LLC
Dealership Name	v
X	X
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date
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