

DEALER AGREEMENT

THIS DEALER AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2010, by and between **PIANO CREDIT COMPANY/ First Mutual Financial**, an Ohio corporation having its principal place of business at 6563 Wilson Mills Road, Suite 105, Mayfield Village, Ohio 44143 (“PCC”), and _____, a _____ having its principal place of business located at _____ (“Dealer”).

WITNESSETH:

WHEREAS, Dealer is engaged in the retail sales of merchandise (“Merchandise”);

WHEREAS, PCC has established a program (“PCC Program”) pursuant to the terms of which retail sellers of Merchandise may sell the commercial paper and related documents arising from the sale of Merchandise on a time-basis to PCC;

WHEREAS, Dealer desires to participate in the PCC Program and sell the commercial paper and related documents arising from the sale of Merchandise on a time-basis (“Accounts”) that it holds or will hold to PCC;

WHEREAS, PCC is willing to permit Dealer to participate in the PCC Program pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants contained hereunder, PCC and Dealer hereby agree as follows:

1. **PCC PROGRAM.**

- a. PCC shall provide Dealer with copies of retail installment agreements, credit applications, sales material and other document that PCC provides necessary for Dealer to participate in the PCC Program.
- b. PCC shall, from time to time and in PCC’s discretion, establish terms and conditions of financing that PCC will make available to qualified customers of Dealer under the PCC Program. In addition, PCC shall, from time to time and in PCC’s discretion, notify Dealer, either in writing or by posting on PCC’s website (currently located at www.pianocreditcompany.com), of finance rates for Merchandise being financed pursuant to the PCC Program, which rates shall remain in effect until PCC notifies Dealer, either in writing or by posting on PCC’s website, of a change therein and the effective date of such change.
- c. Dealer may present the terms and conditions of financing made available to qualified customers under the PCC Program, including the finance rates available. Dealer shall accurately present such terms and conditions to its

customers on behalf of PCC, without fraud or misrepresentation, in accordance with all applicable laws, rules, and regulations. Dealer shall not offer any financing terms or conditions under the PCC Program that are different in any way from those established by PCC without PCC's full knowledge and prior written consent.

2. **PURCHASE OF ACCOUNTS.** Dealer may submit completed initial documentation, in the form and manner requested by PCC from time to time, relating to an Account that Dealer desires PCC to purchase under the PCC Program. PCC may, in its sole discretion, approve the purchase of a proposed Account that satisfies PCC's underwriting criteria and guidelines. PCC shall promptly notify Dealer as to whether it agrees to purchase a specific Account or whether it refuses to purchase a specific Account. Notwithstanding anything to the contrary contained in this Agreement, PCC shall have no obligation to purchase any Account, or any specific number of Accounts, from Dealer.

3. **PURCHASE PRICE.** PCC shall pay Dealer for each Account purchased by PCC a purchase price equal to the price of the Merchandise less any downpayment made by the purchaser and any applicable discounts, fees or other charges provided for under the terms and conditions of the PCC Program in effect on the date that the Account was submitted to PCC for purchase. The purchase price shall be paid to Dealer upon completion of the Conditions of Sale set forth in Section 4 of this Agreement. In the event of any error of computation in arriving at the purchase price, Dealer or PCC shall reimburse the other any amount due as a result thereof within three (3) days of receipt of written evidence reasonably proving such error. Notwithstanding anything to the contrary contained in this Agreement, PCC shall have no obligation to purchase, or pay the purchase price for an Account to Dealer, if (a) PCC determines that there has been a material adverse change in the physical condition of the Merchandise or the financial condition of the Dealer or obligor on the Account or (b) PCC becomes aware of facts that would constitute a Repurchase Event under Section 10 of this Agreement.

4. **CONDITIONS OF PURCHASE.**

- a. The purchase by PCC of each Account shall be conditioned upon the completion of the following conditions to PCC's satisfaction, or PCC's written waiver of the following conditions:
 - i. The delivery by Dealer of all original documents pertaining to each Account purchased by PCC pursuant to the terms and conditions of this Agreement, including without limitation credit applications, credit reports, disclosures, retail installment agreements, security agreements, sales orders, sales invoices, delivery receipts, file-stamped PCC Financing Statements or other documents perfecting a security interest in the Merchandise that name PCC as the lienholder (if required to perfect a security interest in the Merchandise under applicable law), and assignments to PCC ("Account Documents").

- ii. Verification of current addresses for all obligors on an Account.
 - iii. The review and approval by PCC of the Account Documents and any additional documents required to effect the sale and purchase of each such Account. It is expressly understood by Dealer that PCC's review and approval of the documents provided for in this paragraph does not in any manner relieve Dealer from any of Dealer's representations, warranties or covenants contained in this Agreement nor eliminate any repurchase requirements which otherwise may be set forth in this Agreement.
 - iv. Verification that each applicant and obligor on an Account has complied with each term and condition of the Account.
 - v. Verification that the amount of the Account does not exceed 200% of the current wholesale value of the Merchandise on the date sold. For new Merchandise, the wholesale value shall be determined based upon the manufacturer's then current price list.
- b. Dealer shall provide whatever information and assistance PCC may require in meeting the conditions of sale and/or obtaining PCC's written waiver of the conditions of sale. PCC shall not be required to pay Dealer for any Account purchased by PCC until and unless the conditions of sale have been satisfied and/or waived. A waiver by PCC of any of the conditions of sale shall not be construed as a waiver by PCC of any repurchase rights contained in this Agreement. No writing expressing PCC's satisfaction with Dealer's completion of the conditions of sale set forth herein or written waiver of any such conditions shall be effective unless executed by the President of PCC.

5. **TRANSFER OF POSSESSION AND OWNERSHIP.**

- a. Upon the payment by PCC of the purchase price for an Account, Dealer shall immediately put PCC into full possession of the Account and Dealer shall execute and provide any further documents in form and substance satisfactory to PCC, including appropriate instruments of title and consents of third parties, as PCC shall request in order to effectively transfer the Account to PCC. In addition, Dealer shall take any other action consistent with the terms of this Agreement that may reasonably be requested by PCC for the purpose of better transferring the possession, enjoyment, or title of each Account purchased by PCC pursuant to the terms and conditions of this Agreement to PCC.
- b. Dealer acknowledges and agrees that, upon payment of the purchase price for an Account, PCC shall be the owner of the Account and all information related to an Account, including the names, addresses,

telephone numbers, e-mail addresses and other information related to an Account. Upon payment of the purchase price for an Account, Dealer shall have no right, title or interest in and to the Account. Notwithstanding the foregoing, in the event that Dealer collects any payments on an Account, Dealer shall remit all such payments to PCC immediately upon receipt. Nothing contained in this Section 5, shall limit or eliminate any obligations that Dealer may have to a purchaser of Merchandise relating to the sale of such Merchandise.

6. **SPECIAL PROMOTIONS.** PCC may, from time to time, offer special credit promotions, additional service, and/or enhancements to Dealer's existing and potential customers. The terms and conditions of such special promotions shall be designated by PCC and are subject to change or discontinuance by PCC at any time. In addition, Dealer may, from time to time, request that PCC offer special credit promotions, additional service, and/or enhancements to Dealer's existing and potential customers. Any such request shall be presented to in writing. In consideration of PCC providing special credit promotions, additional service, and/or enhancements to Dealer's existing and potential customers as requested by Dealer, and to compensate PCC for such special credit promotions, additional service, and/or enhancements, Dealer shall pay to PCC such discounts and amounts as may be designated by PCC. PCC shall have the right to deduct any discounts or amounts owed to it hereunder from any amounts owed to Dealer by PCC under this Agreement.

7. **REPRESENTATION AND WARRANTIES BY DEALER.** Dealer makes the following representations and warranties, which representations and warranties shall be deemed to have been reaffirmed upon the sale of each Account to PCC pursuant to the terms and conditions of this Agreement and which shall survive the sale and purchase of Accounts under this Agreement:

- a. Dealer is an organization duly incorporated or organized, validly existing and in good standing under the laws of the State of _____ . Dealer has requisite corporate power and authority to own or lease its properties and assets (including the Accounts) and to carry on its business as now conducted and to enter into this Agreement and consummate the transactions contemplated hereby.
- b. Dealer is an authorized dealer of the Merchandise.
- c. Dealer has not received oral or written notice that a termination of its authority to sell the Merchandise has occurred or is imminent or that any actions or proceedings that may result in a termination of its authority to sell the Merchandise have occurred or are imminent.
- d. Dealer has filed and will continue to file with respect to each Account purchased by PCC pursuant to the terms and conditions of this Agreement all material federal, state, county, local, and foreign income, excise, property, sales, and other tax returns which are required to be filed by

Dealer with respect to such Account and Dealer has paid all taxes related to each Account which have become due and payable whether pursuant to returns, assessment or otherwise. There are no agreements, waivers, or other arrangements with respect to any tax deficiency, nor are there any actions, suits, investigations, audits, claims or assessments pending or threatened with respect to taxes, relating to any Account purchased by PCC pursuant to the terms and conditions of this Agreement.

- e. Dealer holds and at all relevant times has held, and will continue to hold, all material governmental licenses and permits which are required for the operation of Dealer's business and all necessary governmental licenses and permits related to the Accounts purchased by PCC pursuant to the terms and conditions of this Agreement. Dealer is not in violation of any orders of any court or any laws, regulations, orders or restrictions of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. There are no lawsuits, proceedings, claims or governmental investigations pending or, to the best of Dealer's knowledge, threatened against Dealer that could affect the transactions contemplated by this Agreement.
- f. Dealer has no liability or obligation to pay any fees or commissions to any broker or finder with respect to the transactions contemplated by this Agreement for which PCC could become liable or obligated.
- g. Dealer has, or at the time of selling any item of Merchandise to a purchaser will have, good and marketable title to each such item of Merchandise free and clear of any lien, mortgage, pledge, encumbrance or charge of any kind.
- h. Dealer has good and marketable title to each Account purchased by PCC pursuant to the terms and conditions of this Agreement and no Account is or will be subject to any lien, mortgage, pledge, encumbrance or charge of any kind. Dealer has the full right to transfer each Account to PCC and no such Account has been sold, assigned or pledged to any other person or entity.
- i. Upon payment of the purchase price for an Account by PCC, PCC will have good and marketable title to the Account free and clear of any lien, mortgage, pledge encumbrance or charge of any kind.
- j. Dealer has not misrepresented any terms of an Account, or any characteristics or qualities of the Merchandise securing an Account, to PCC or an obligor on an Account.
- k. For each Account purchased by PCC pursuant to the terms and conditions of this Agreement, there has been or will be delivered to PCC all original

documents pertaining to such Account and a valid and properly perfected purchase money security agreement in the Merchandise purchased pursuant to such Account identifying PCC as the lienholder.

- l. There are no rights of rescission or recoupment, claims of offset, or defenses to the enforcement of the payments to be made by any obligor on an Account purchased by PCC pursuant to the terms and conditions of this Agreement. No disputes or disagreements of any nature exist between Dealer and any person who signed any documents related to an Account purchased by PCC pursuant to the terms and conditions of this Agreement. To the best of Dealer's knowledge and information, there is no pending litigation involving the obligor on an Account and no obligor on an Account has filed for protection under bankruptcy or similar laws.
- m. The documents delivered to PCC relating to each Account purchased by PCC pursuant to the terms and conditions of this Agreement contain all of the agreements between the parties thereto and reference to the transactions from which they arose, and correctly describe such transactions. There are no special or side agreements for rebate, extension or payment or other concessions or undertakings affecting the obligations under any Account purchased by PCC pursuant to the terms and conditions of this Agreement. There are no undisclosed, written, or oral representations or warranties affecting the enforceability of any Account purchased by PCC pursuant to the terms and conditions of this Agreement.
- n. All documents relating to each Account purchased by PCC pursuant to the terms and conditions of this Agreement, including, but not limited to, credit applications, disclosures, retail installment agreements, security agreements, and financing statements, have been drawn and completed in strict conformity with all federal, state and local laws then existing.
- o. All documents relating to each Account purchased by PCC are genuine, valid and enforceable documents, have been properly executed by the parties thereto, and contain the actual signatures of the parties bound thereby.
- p. Dealer has confirmed the identity of each obligor on an Account and no obligor is deceased.
- q. All parties executing the documents relating to each Account purchased by PCC pursuant to the terms and conditions of this Agreement were competent at the time that the Account Documents were executed.
- r. All documents required to be filed in order to properly perfect a security interest in the property securing each Account purchased by PCC pursuant

to the terms and conditions of this Agreement have been or will be properly filed.

- s. Each obligor on the Account is in possession of the Merchandise.
- t. The Merchandise securing each Account purchased by PCC pursuant to the terms and conditions of this Agreement has not been damaged or otherwise disposed of by the parties bound by the Account Documents.
- u. Dealer has received a signed copy of a delivery receipt for the Merchandise securing each Account purchased by PCC pursuant to the terms and conditions of this Agreement.
- v. Dealer does not and will not use any other name in the conduct of its business without PCC's prior written consent.

8. **COVENANTS OF DEALER.** Dealer covenants to PCC as follows:

- a. Dealer will participate in the PCC Program and actively support and promote the PCC Program in order to encourage the establishment and use of Accounts as a method of payment for Merchandise. Without limiting the foregoing, Dealer shall (i) make available at all of its store locations the most current documentation and materials provided to Dealer by PCC for use in connection with the PCC Program and (ii) prominently display at all store locations all decals, signs or other materials supplied to Dealer by PCC that are reasonably intended to notify the public that Dealer participates in the PCC Program.
- b. Dealer will only submit documentation related to an Account to PCC for processing, review and acceptance that has obligors that Dealer reasonably believes satisfy PCC's underwriting criteria and guidelines.
- c. Dealer will only submit documentation related to an Account to PCC for processing, review and acceptance that has obligors that Dealer reasonably believes are capable of fulfilling the terms of the Account.
- d. Dealer will, at all times, accurately represent the terms and conditions of the financing available under the PCC Program as established by PCC from time to time.
- e. Neither Dealer nor any of its officers, employees, agents or representatives will (i) fail to collect any portion of the cash down payment recorded on a retail installment agreement evidencing an Account; (ii) fail to deliver the Merchandise securing an Account to an obligor; (iii) deliver Merchandise securing an Account to an obligor at an address different from that disclosed on the retail installment agreement evidencing the Account; (iv)

sell Merchandise in consideration, in whole or in part, for goods or services not fully described in the retail installment agreement evidencing an Account; (v) permit a retail installment agreement evidencing an Account to be signed by someone other than the obligor on the Account without an appropriate power of attorney that is delivered to PCC; (vi) repurchase Merchandise securing an Account purchased by PCC pursuant to the terms of this Agreement without prompt remittance to PCC of any amounts due PCC for the Account; (vii) enter into a cancellation, rescission or buy-back agreement related to Merchandise securing an Account without fully describing such agreement to PCC in writing prior to PCC's purchase of the Account; (viii) overvalue any goods delivered or traded to Dealer in connection with the purchase of Merchandise securing an Account; or (ix) fail to disclose to PCC any other act, fact or event that may impact PCC's decision to purchase an Account.

- f. Dealer will take any and all actions necessary to ensure that the Merchandise securing an Account is sold to the obligor free and clear of any lien, mortgage, pledge, encumbrance or charge of any kind other than the purchase money security interest in the Merchandise created in favor of PCC pursuant to the terms of the Account.
- g. Dealer will fulfill all service obligations agreed to between Dealer and its customers.
- h. Dealer will promptly perform all work necessary as a condition of any warranties provided to Dealer's customers.
- i. Dealer will provide PCC with Dealer's financial information and financial statements (including income statements, balance sheets and tax returns) upon request by PCC.

9. **COVENANTS OF PCC.** PCC covenants to Dealer as follows:

- a. PCC will provide Dealer, from time to time, with copies of retail installment agreements, credit applications, sales material and other required forms and documents for use in connection with the PCC Program.
- b. PCC will review and process documentation submitted to PCC relating to an Account that Dealer desires PCC to purchase in a timely manner.
- c. PCC will promptly notify Dealer as to whether it agrees to purchase a specific Account or whether it refuses to purchase a specific Account.

10. **RECOURSE.**

- a. The purchase of Accounts pursuant to this Agreement shall be “without recourse” so long as Dealer has complied with the terms and conditions of this Agreement. For purposes of this Agreement, the term “without recourse” shall mean that Dealer shall have no obligation to repurchase an Account from PCC solely because the obligor on the Account defaults in his or her payment or other obligations under the Account.
- b. Notwithstanding anything to the contrary contained in this Agreement or in Section 9(a) of this Agreement, Dealer agrees, as an additional remedy, the exercise of which shall not be construed as a limitation of PCC’s right to exercise whatever other remedies to which it may be entitled, at law or in equity, Dealer shall repurchase Accounts under the following circumstances (“Repurchase Events”):
 - i. Dealer shall repurchase from PCC any Account purchased by PCC pursuant to the terms and conditions of this Agreement if Dealer has breached any of the representations and warranties set forth in Section 7 of this Agreement or any of the covenants set forth in Section 8 of this Agreement with respect to the Account. Dealer agrees to repurchase each such Account for the payoff balance on the Account on the date of repurchase plus PCC’s reasonable expenses related to such Account (including reasonable attorneys’ fees) within three (3) days of notice from PCC that it has received notice, summons or other evidence of the alleged non-conformity of the Account.
 - ii. Dealer shall repurchase from PCC any Account purchased by PCC pursuant to the terms and conditions of this Agreement if Dealer or any of its officers, employees, agents or representatives have engaged in fraud or misrepresentation with respect to the Account. For purposes of this paragraph, fraud and misrepresentation include, but is not limited to, (A) the failure to collect any portion of the cash down payment recorded on a retail installment agreement evidencing an Account; (B) the failure to deliver the Merchandise securing an Account to the obligor on the Account; (C) the delivery of Merchandise securing an Account to the obligor on the Account at an address different from that disclosed on the retail installment agreement evidencing an Account; (D) the sale of Merchandise in consideration, in whole or in part, for goods or services not fully described in the retail installment agreement evidencing an Account; (E) the signing of a retail installment agreement evidencing an Account by someone other than the obligor on the Account without an appropriate power of attorney

that is delivered to PCC; (F) the repurchase of Merchandise securing an Account without prompt remittance to PCC of any amounts due PCC for the Account; (G) the existence of a cancellation, rescission or buy-back agreement relating to an Account that is not fully described to PCC prior to PCC's purchase of the Account; (H) the overvaluation of any goods delivered or traded to Dealer in connection with the purchase of Merchandise securing an Account; or (I) any other act, fact or event that was not disclosed to PCC and would have impacted PCC's decision to purchase an Account. Dealer agrees to repurchase each such Account for the payoff balance on the Account on the date of repurchase plus PCC's reasonable expenses related to such Account (including reasonable attorneys' fees) within three (3) days of notice from PCC that it has received notice, summons or other evidence of the fraud or misrepresentation.

iii. Dealer shall repurchase from PCC any Account purchased by PCC pursuant to the terms and conditions of this Agreement if Dealer or any of its officers, employees, agents or representatives have breached or violated any other term or condition of this Agreement with respect to the Account. Dealer agrees to repurchase each such Account for the payoff balance on the Account on the date of repurchase plus PCC's reasonable expenses related to such Account (including reasonable attorneys' fees) within three (3) days of notice from PCC that it has received notice, summons or other evidence of the breach or violation.

c. Upon receipt by PCC of the repurchase amount for an Account pursuant to Section 9(b), PCC shall reassign and deliver the repurchased Account and the respective security interests to Dealer without recourse or warranty of any kind.

d. In the event that PCC shall have repossessed or otherwise obtained possession of Merchandise securing an Account to which a Repurchase Event has occurred and Dealer has not repurchased such Account from PCC within three (3) days of notice from PCC of the Repurchase Event, PCC shall have the right, without notice to Dealer, to mitigate its damages resulting from Dealer's failure to repurchase the Account by selling or disposing of the Merchandise in a commercially reasonable manner or by taking any other commercially reasonable actions. The proceeds from such sale or disposal shall be applied by PCC to offset any amounts due to PCC from Dealer had Dealer complied with its obligations to repurchase the Account. The rights provided to PCC under this Section 9(d) are in addition to, and not in lieu of, the rights and remedies provided to PCC under this Agreement (including Section 12 of this Agreement) and the rights and remedies provided to PCC at law and in equity.

11. **NON-ASSUMPTION OF LIABILITIES.** PCC does not, and shall not, assume any liabilities of, or any lawsuits, proceedings, claims or governmental investigations pending or threatened against, Dealer or its properties or business or any pending or threatened liabilities, lawsuits, proceedings, claims or governmental investigations that are related to an Account purchased by PCC pursuant to the terms and conditions of this Agreement.

12. **INDEMNIFICATION.** Dealer shall indemnify, defend, and hold PCC and its affiliates, officers, directors, employees, contractors, agents, representatives, successors and assigns harmless from and against all claims, demands, penalties, losses, liability or damage, including reasonable attorneys' fees and expenses, directly or indirectly asserted against, resulting from, or related to (a) any actual or alleged damages to any person or property arising from any Merchandise; (b) the sale of any Merchandise securing an Account purchased by PCC pursuant to the terms and conditions of this Agreement; or (c) Dealer's breach of, or failure to comply with, any of its representations, covenants, warranties or obligations contained in this Agreement.

13. **RESCISSION OF AN ACCOUNT.** In the event that a customer rescinds a purchase of Merchandise securing an Account in accordance with applicable law, Dealer shall immediately notify PCC and, if PCC has already paid Dealer the purchase price for the Account, Dealer shall return the full amount of the purchase price to PCC within two (2) business days of the date on which the rescission occurred. Upon receipt by PCC of notice that the rescission occurred and the return of the purchase price, PCC will void all original documentation in its possession relating to the Account. Dealer shall have the sole responsibility and obligation to obtain possession of any Merchandise purchased pursuant to an Account that has been rescinded.

14. **POWER OF ATTORNEY.** Dealer appoints PCC and PCC's designee(s) as attorney-in-fact with the power to (i) endorse Dealer's name on checks and drafts that are payments on any Accounts purchased by PCC pursuant to the terms and conditions of this Agreement and (ii) endorse Dealer's name to all documents and other papers evidencing legal ownership of an Account or security interests in the Merchandise securing an Account purchased by PCC pursuant to the terms and conditions of this Agreement. This power, being coupled with an interest, is irrevocable.

15. **PRIVACY.** Dealer shall not sell, disclose, provide, or exchange any information relating to an Account submitted to PCC for purchase, including the name of an obligor on an Account, to any third-party other than (a) Dealer's service providers who are assisting Dealer in the performance of its obligations under this Agreement and who agree to comply with Dealer's obligations under this paragraph and (b) governmental authorities in accordance with law. This provision applies regardless of whether PCC purchased the Account or refused to purchase the Account.

16. **TERM AND TERMINATION.** This Agreement shall remain in effect until terminated by PCC or Dealer, with or without cause, upon thirty (30) days prior written notice to the other party. In addition, and as an alternative to termination, PCC may, in its sole discretion, temporarily cease to process, review or purchase Accounts under this Agreement.

Notwithstanding the foregoing, termination of this Agreement by PCC or Dealer shall not affect any of the terms and conditions of this Agreement with respect to any Accounts already purchased by PCC prior to the termination of this Agreement or Dealer's obligations to obligors on Accounts resulting from the sale of Merchandise.

17. **MISCELLANEOUS.**

- a. The representations, warranties, covenants and obligations of Dealer set forth in Sections 5, 7, 8, 10, 12, 13 and 14 of this Agreement shall survive the termination, cancellation, expiration and/or rescission of this Agreement indefinitely. In addition, any provisions relating to the enforcement of any of the surviving provisions and any remedies available under this Agreement shall survive the termination, cancellation, expiration and/or rescission of this Agreement indefinitely.
- b. Any waiver, forbearance, amendment or modification of any provisions of this Agreement or any right, power or remedy hereunder or thereunder shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, forbearance, amendment or modification is sought. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as waiver thereof in the future.
- c. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Notwithstanding the foregoing, Dealer may not assign this Agreement, or its rights or obligations under this Agreement, to any person or entity without the prior written approval of PCC and any purported or attempted assignment shall be void. PCC may, at any time and without Dealer's consent, assign this Agreement, and/or any of its rights or obligations hereunder, to any affiliate of PCC. In the event of such an assignment by PCC, the assignee shall have the same rights, remedies, and obligations as PCC under this Agreement.
- d. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective.

- e. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.
- f. Any notices required or permitted to be sent hereunder shall be served by facsimile or by first class United States mail, postage prepaid, to the addresses stated below:

If to PCC:

Piano Credit Company
First Mutual Financial Corp.
6563 Wilson Mills Road, Suite 105
Mayfield Village, Ohio 44143
Attention: President
Telephone: (800) 468-2255
Facsimile: (800) 262-2488

If to Dealer:

Attention: _____
Telephone: _____
Facsimile: _____

Each party may designate by notice in writing a new or additional address to which any notice, request, demand or communication may thereafter be so given, served or sent. Notices, requests, demands and other communications hereunder may be given by the attorney of any party. Any notice requirements may be waived in writing by the party entitled to receive such notice. Unless otherwise provided herein, every notice shall be deemed to have been received on the date on which delivered by facsimile or three (3) business days after being deposited in first class United States mail.

- g. This Agreement shall not confer any rights or remedies upon any person or entity other than PCC and Dealer and their respective successors and permitted assigns.
- h. As a continuing obligation of Dealer, Dealer shall notify PCC of all matters coming to the attention of Dealer that materially affect, or could materially affect, the Accounts purchased by PCC pursuant to the terms and conditions of this Agreement. Such matters include, but are not limited to, bankruptcy notices, notices of cancellation of insurance, notices

of non-payment of registration fees, notices from any governmental authority, notices of third-party claims, and notices of intended lien sales.

- i. Dealer shall not use any trade name, brand name, trademark, service mark, or any other information which identifies PCC or any of its affiliates in Dealer's sales, marketing, advertising, or publicity activities, including, but not limited to, interviews with representatives of any written publication, television station or network, or radio station or network, without the prior written consent of PCC.
- j. Each party herein agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.
- k. THIS AGREEMENT WILL BE GOVERNED AND INTERPRETED BY THE INTERNAL LAWS OF THE STATE OF OHIO WITHOUT REFERENCE TO THE CONFLICT OF LAWS RULES. FURTHER, THE PARTIES CONSENT TO THE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN AND FOR FRANKLIN COUNTY, OHIO.
- l. This Agreement is the complete and exclusive agreement between the parties with respect to the Accounts purchased by PCC pursuant to the terms and conditions of this Agreement and supersedes all prior agreements, negotiations, representations, and communications, either oral or written, related to such Accounts.
- m. This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, and all of them shall constitute one and the same Agreement; provided, however, that it shall only be necessary to produce one duplicate of each Agreement for proof.

IN WITNESS WHEREOF, PCC and Dealer have hereunto caused this Agreement to be executed as of the date first above-written.

PIANO CREDIT COMPANY
FIRST MUTUAL FINANCIAL CORP. [INSERT DEALER NAME]

By: _____
Print: Judd Oiler
Its: President

By: _____
Print: _____
Its: _____