

## LENDER LA ELECTRONIC LIEN AND TITLE AGREEMENT

This Electronic Lien and Title Agreement ("Agreement") dated as of \_\_\_\_\_, 20\_\_ is made between Dealertrack Registration and Titling Services – Louisiana, LLC, a Delaware limited liability company ("RTS-LA") and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Lender"),

WHEREAS, an Electronic Lien and Title Services Agreement dated December 17, 2009 ("Agreement 1") exists between RTS-LA and PDP Group, Inc. a Maryland corporation ("TMC") for the purpose of utilizing RTS-LA's Louisiana Electronic Lien and Title Program ("ELTP") services ("RTS-LA ELT Services"), subject to the terms and conditions set forth therein;

WHEREAS, a Service Agreement dated \_\_\_\_\_ ("Agreement 2") exists between TMC and Lender for the purposes of providing title administration services subject to the terms and conditions set forth therein; and,

WHEREAS, Lender wishes to participate as a secured-party in the Louisiana ELTP by utilizing the RTS-LA ELT Services and become a Contracted Lender (as such term is defined in Agreement 1).

NOW, THEREFORE, the parties agree as follows:

### 1. **Declarations:**

a. Lender hereby selects RTS-LA as the sole and exclusive Louisiana Public Tag Agent ("PTA") that will provide Louisiana ELTP services, as detailed in the Electronic Lien and Title Program Contract between RTS-LA and the Louisiana Department of Public Safety and Corrections, Office of Motor Vehicles (DMV) in effect as of the date hereof (as the same may be amended, modified, renewed or extended from time to time, the "DMV Contract"). The current DMV Contract is included as Exhibit A.

b. Lender is solely responsible for its choice and use of the TMC as the title management company. Lender represents and warrants that they have named, constituted, and appointed TMC as Lender's title management company, as well as, agent and attorney in fact and for all purposes related to Lender operations or business with the DMV or with RTS-LA with respect to the contract obligations with TMC for RTS-LA ELT Services.

c. Lender gives RTS-LA the right to provide RTS-LA ELT services for Lender solely through TMC and to take and execute instructions or other directions relating to the ELTP through TMC unless instructed by TMC that the Lender is no longer a TMC client or as otherwise instructed through 90 day written notice directly from the Lender.

d. Lender agrees that RTS-LA may maintain copies of data included in Lender ELTP file transactions, sent or received from either the state of Louisiana or TMC, for the purposes of complying with the requirements of the DMV or as otherwise allowed by law and Agreement 1.

e. Lender acknowledges that as required by the DMV, they have reviewed and are bound by the DMV Contract. RTS-LA agrees to provide Lender or TMC notice if DMV materially amends, suspends, revokes, or cancels the PTA's approval to participate in ELTP.

f. Lender must provide correct mailing address when sending lien release or title print request.

g. Lender agrees that this agreement does not include access to the RTS-LA Louisiana Online Registration System (OLRS). If needed, RTS-LA OLRs services can be provided pursuant to a separate agreement.

h. Lender acknowledges and agrees that RTS-LA is not an agent of Lender; and, that Lender and RTS-LA are independent contractors operating at arms' length.

i. Lender agrees that confidential information, including but not limited to the processing details of the RTS-LA ELT Services and associated pricing, shall not be used by the Lender for any purpose other than that of utilizing the ELT Services under this Agreement without the written approval of RTS-LA.

j. Lender agrees to indemnify, defend, protect and hold harmless RTS-LA and its directors, officers and employees and the DMV from and against any claims, demands, damages, losses, judgments, awards, costs, attorney fees, expenses or other liabilities of whatsoever nature arising, directly or indirectly, out of any one or more

**CONFIDENTIAL and PROPRIETARY**

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of the following: (a) Lender’s breach of any warranty, covenant or other obligation, or untrue or incomplete Lender representation, under this Agreement, (b) Lender allowing or permitting any person other than Lender or TMC to access or use in any way whatsoever the RTS-LA ELT services, (c) Lender’s or TMC’s failure to obtain and maintain any consent or authorization required for the access, disclosure or use of any data or other information whatsoever, or (d) Lender’s or TMC’s unauthorized disclosure of information, errors or omissions, or delays, or from equipment, software or communication failures which result, in whole or in part, from the actions or inactions of Lender or TMC under this agreement.

**2. Choice of Law:**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Louisiana without regard to its choice of law principles. The goal of the parties (and TMC by its acknowledgment) is to have all disputes amongst RTS-LA, Lender and TMC heard together in one arbitration; and, the parties (and TMC by its acknowledgment) adopt and agree to the arbitration provisions in Agreement 1 and direct the arbitrator to interpret such provisions to achieve such goal.

**3. Notices:**

All notices or other communications required or contemplated are sufficient and deemed delivered if in writing and deposited with the United States Postal Service, postage prepaid via certified mail or express mail addressed to the parties as set forth below, or to such other address as may be changed from time to time by notice duly given.

RTS-LA: Dealertrack Registration and Titling  
Services – Louisiana, LLC  
Attention: Sr Director, State Relations and LA. Ops  
3939 Veterans Blvd Ste 204  
Metairie, LA 70002

Lender:

\_\_\_\_\_

\_\_\_\_\_

With a copy to:  
General Counsel  
Dealertrack, Inc.  
1111 Marcus Avenue, Suite M04  
Lake Success, NY 11042

## LENDER LA ELECTRONIC LIEN AND TITLE AGREEMENT

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

**Dealertrack Registration and Titling  
Services, - Louisiana, LLC**

**Lender:** \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)

Its: \_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**ACKNOWLEDGED:**

**TMC:** \_\_\_\_\_

\_\_\_\_\_

(Date)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)