

American Pioneer Financial Services, Inc.

MANUFACTURED HOMES DEALER - LOAN SUBMISSION AGREEMENT

Complete Dealer Name: _____ APFS Account Executive: _____

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

Primary Phone Number: () _____ Primary Fax Telephone Number: () _____

Parent Company (if applicable): _____

Street Address: _____ City: _____ State: _____ Zip: _____

Type of Organization: _____ Date incorporated: _____ Tax I.D. # _____

Lending Area(s): _____

If closely held, list owners showing relative ownership and position:

Name:	Position:	Percentage:
_____	_____	_____ %
_____	_____	_____ %

Number of full-time Employees: ___ Number of Branches: ___ List Address, Phone Number and Branch Manager on a separate sheet.
(On a separate sheet, please list all loan officers [loan origination staff] and any additional licensed staff for each branch along with their license numbers and license expiration dates)

LIST NAME, TITLE AND SOCIAL SECURITY NO. OF ALL COMPANY OFFICERS

Name _____	Title _____	SS# _____
Name _____	Title _____	SS# _____
Name _____	Title _____	SS# _____

PLEASE PROVIDE THE FOLLOWING NAME AND PHONE NUMBER (IF AVAILABLE)

Primary Loan Contact: _____	Telephone Number: _____	Fax Number: _____
Receptionist: _____	Telephone Number: _____	Fax Number: _____
General Manager: _____	Telephone Number: _____	Fax Number: _____
Sales: _____	Telephone Number: _____	Fax Number: _____
Web site address: _____	e-mail address: _____	

PLEASE RESPOND TO THE FOLLOWING QUESTIONS

Has your company ever been involved in or accused of loan fraud? Yes No

If yes, please explain. _____

If the company or any officers of the company currently involved in any lawsuit or litigation which could affect the company's capacity to perform under this agreement? Yes No

If yes, give details and provide estimate of potential liability through an adverse ruling (provide attachment if necessary): _____

AUTHORIZATION

By executing this application, the Manufactured Home Dealer (hereafter called "Dealer") and each of the above named officers do hereby authorize American Pioneer Financial Services, Inc. [hereafter called Lender] (d.b.a. ManufacturedLoans) to obtain positive identification of information the Dealer provided in this application and to obtain, business reference reports, and any other information that is of concern to Lender. Dealer acknowledges that such reports and information will be obtained and used only in connection with LowratesLender's approval of Dealer and evaluation of Dealer eligibility to do business with APFS and not for any consumer credit or other purpose.

Dealer certifies to its best belief and knowledge that the information contained herein is true and correct.

APFS agrees that any financial information provided by the applicant will be treated as confidential and will not be released to any third party.

Authorized Signature

Title

Date

EXPECTED MONTHLY VOLUME DIRECTED TO AMERICAN PIONEER

Product Type

Units Funded

Dollar Funded

1st Mortgage

AMERICAN PIONEER MORTGAGE FINANCIAL SERVICES

MANUFACTURED HOMES DEALER - LOAN SUBMISSION AGREEMENT

THIS LOAN SUBMISSION AGREEMENT ("agreement") dated _____, 20__, is entered in between (Dealer legal entity name) _____ a _____ (indicate type of business formation and state formed in), with an address of _____ and American Pioneer Financial Services, Inc. (hereafter called lender), a Utah corporation, with an address of 14950 South Pony Express Road, Bluffdale, UT 84065.

BACKGROUND

Dealer submits residential mortgage leads secured by liens on real property improved with one- to four- family dwellings, and may from time to time offer to Lender to lend on said properties. Lender may wish to accept one or more such offers. Lender and Dealer enter into this Agreement to set forth the terms and conditions which shall govern any Commitment to Lend by Lender to Dealer.

In consideration of the foregoing and the covenants contained in this Agreement, the parties agree as follows:

I. GENERAL

1. Upon final approval of Dealer's Submission Application, Dealer under said Agreement, shall be binding upon the parties. Lender and Dealer agree that Lender may modify this Agreement and that Dealer shall be bound by the terms of any such modification, as long as Lender mails notice of any such modifications to Dealer, and such modifications shall be effective upon the earlier of Dealer's receipt of the notice or ten (10) calendar days after such notice is mailed to Dealer, postage prepaid.
2. From time to time Dealer may submit loans to Lender. Included in such submission shall be all of Dealer's right, title and interest in and to all:
 - A. Assignment of all rights relating to such Submission;
 - B. Appraisals, review appraisals, and inspections then or subsequently due under the Submission;
 - C. Verifications for the borrowers securing the Submission;
 - D. Policies of insurance relating to the Submission or the collateral; and
 - E. Documents and instruments relating to or evidencing the Submission.

The items specified in A through E, together with the related Submission, are referred to collectively as a Submission.

3. To submit a Loan to Lender for co-underwriting leading to a Loan Commitment or to a Conditionally Approved Loan readied for approval, Dealer will package the requisite documents in accordance with the Lender's policy and procedures and this Agreement.

Lender retains the absolute right to reject any Loan submitted by Dealer. Lender will not be obligated to Lend on any Submission until Lender has issued a Loan Approval. After issuance and acceptance of a Loan or Conditional Approval, delivery by Dealer shall be mandatory. Lender and Dealer will mutually agree on periodic delivery schedules for approved submissions as to which Lender has issued Loan Commitments.

II. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEALER

As an inducement to Lender to enter into this Agreement and to consummate the lending as contemplated under this Agreement, Dealer represents, warrants and covenants to Lender as of the date of this Agreement, and throughout the term of this Agreement, as follows:

1. DUE INCORPORATION AND GOOD STANDING

Dealer is a corporation, partnership, or company duly organized, validly existing and in good standing under the laws of the state governing its creation and existence during the time of its activities with respect to the origination of the Loans lent on pursuant to this Agreement. Dealer is properly licensed and qualified to do business in all jurisdictions in which a license and qualification are necessary to conduct business as a Dealer.

2. AUTHORITY AND CAPACITY

Dealer has all corporate power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of

the transactions contemplated hereby have each been duly and validly authorized by all corporate action legally required. This Agreement constitutes a valid and legally binding Agreement of Dealer enforceable in accordance with its terms.

3. EFFECTIVE AGREEMENT

The execution, delivery and performance of this Agreement by Dealer, Dealer's compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement, articles of organization, operating agreement, or any instrument or agreement to which it is a party or by which it is bound, or any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it..

4. COMPLIANCE WITH CONTRACTS AND REGULATIONS

Dealer has complied with all applicable federal, state and local laws and regulations with respect to and which might materially adversely affect any of the loans made by Lender hereunder. Dealer is conversant with all-relevant Fair Lending laws and regulations and will not discriminate during the course of its loan submission activities. Dealer acknowledges that Lender will monitor loan submissions in terms of Fair Lending performance and reserves the right to terminate this Agreement for Dealers failure to comply with any and all Fair Lending laws and regulations or Lender's Fair Lending policies.

5. ANTI-PREDATORY LENDING COMPLIANCE

Dealer agrees and understands that any form of Predatory Lending as defined hereunder and/or by any state, Federal, and/or regulatory agency, now and/or in the future is not allowed as stated in the statement hereunder.

Anti-Predatory Lending Policy

Dealer does not allow, nor condone, any form of predatory lending practices, against any borrower using the Services of said broker as indicated by any Federal, State, and or regulatory agency, now and or in the future.

Predatory lending is defined, but not limited to deceptive and abusive lending practices that are not in the interest of the borrower. Such practices not limited to but included may be:

- A. Collateral or Equity Stripping-loans made in reliance on the liquidation value of the Borrower's home or other collateral, rather than the borrower's independent ability to repay, with the possible or even intended result of foreclosure or the need to refinance under duress;
- B. Pricing and terms, whether interest rates or fees, that far exceed the true risk and cost of making the loan. Loan terms and structures, such as negative amortization, when designed to make it more difficult or impossible for borrowers to reduce their indebtedness;
- C. Inadequate disclosure of the true costs and risks of loan transactions;
- D. Fraudulent, coercive, unfair, deceptive or otherwise illegal lending practices;
- E. Padding/Packing-charging customers unearned, concealed or unwarranted fees;
- F. "Balloon" payment loans, if not explained properly, that may conceal the true burden of the loan financing and may force borrowers into costly refinancing or foreclosure situations;
- G. Flipping-frequent and multiple refinancing, usually of mortgage loans, requiring additional fees which strip equity from the borrower;
- H. Collection of up-front single-premium credit insurance – life, disability, or employment, when the consumer does not receive a net tangible financial benefit
- I. The minimum allowable amount of dollars charged a borrower (combined between the loan broker and APFS, the Lender) as a percentage of the loan amount, is four (4) percent. This will include any SRP that from time to time may be offered.

6. NO LITIGATION PENDING

Except as disclosed in writing to Lender, there is no action, suit, proceeding, inquiry, review, audit, or investigation (Action) pending or threatened against Dealer or any of Dealer's partners, members, shareholders, directors, officers, employees or agents (Dealer's Agents), including, but not limited to, any pending or threatened actions by borrowers against Dealer or any of Dealer's Agents, or any Action by other lenders or purchasers or Loans against Dealer alleging that Dealer has breached any obligation owed to the Lender or purchaser.

7. STATEMENTS MADE

No representation, warranty or written statement made by Dealer in this Agreement or in any schedule, written statement or document furnished to Lender in connection with the transactions contemplated hereby by Dealer

contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

8. USE OF NAME

Dealer will not use Lender's name in connection with Dealer's marketing efforts or otherwise without first obtaining Lender's advance written consent to the specified use.

9. LICENSE STATEMENTS

Within ninety (90) calendar days after the end of each fiscal year, Dealer shall deliver to Lender a current copy of all license renewal notice statements for the Dealer, branch, and applicable personnel.

10. NOTICES OF CHANGES IN STATUS

Dealer shall provide written notice to Lender of any changes, modifications or amendments to any of the information provided to Lender in connection with Dealer's application submitted to seek Lenders application to become an approved Submitter of Lender or in connection with this Agreement. Dealer shall, within ten (10) calendar days of Lender's written request, provide to Lender or Lender's designated agent, any and all information pertaining to Dealer's licensing status, financial condition, personnel, insurance, lending areas, affiliations, references, approvals, disqualification, suspensions, actions, proceedings, claims, repurchase requests, mergers, and dissolution's; Dealer shall provide Lender with written notice of any change in such information within thirty (30) calendar days of the change. Dealer acknowledges and agrees that Lender may provide to third party mortgage insurers and prospective or actual purchasers of Loans, any information provided by Dealer to Lender in connection with Dealer's relationship with Lender and in connection with the pertinent Loan.

11. TITLE TO THE LOANS

Dealer is the lawful submitter of the Loan Application and has the right and authority to transfer the Submission as contemplated hereby. Upon payment of the Rebate Price, as indicated by the Lenders Loan Commitment, by Lender, the transfer, assignment and delivery of the Loans in accordance with the terms and conditions of this Agreement shall vest in Lender all rights of ownership, free and clear of any and all claims, charges, defenses, offsets and encumbrances of any kind or nature whatsoever, including but not limited to those of Dealer.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS AS TO LOANS

As further inducement to Lender to enter into this Agreement and to consummate the purchases contemplated hereunder, Dealer represents, warrants and covenants to Lender, as of the date of commitment of each Submission under this Agreement, as follows:

1. LEGAL CAPACITY

All parties signing the Loan documents have the legal capacity and authority to do so, and the documents will be duly executed and delivered by each such party.

2. DELINQUENCY, DEFAULT, AND BANKRUPTCY

On the date of loan commitment, the obligor(s) under their present Loan (a) is current and is not otherwise in default; (b) has not been more than twenty-nine days delinquent or otherwise in default since the Dealer's closing date and Dealer has no reason to believe such default is likely to occur; (c) is not a debtor in any bankruptcy or insolvency proceedings and, to Dealer's knowledge, is not the subject of any threatened bankruptcy or insolvency proceedings; (d) is not a party to any litigation and, to Dealer's knowledge, is not the subject of any threatened litigation. There is no default, breach, violation or event of acceleration existing respecting the Loan and no event which with the passage of time or with notice and the expiration of any grace or cure period would constitute such a default, breach, violation or event of acceleration, and no such default, breach, violation or event of acceleration has been waived.

3. NO INVESTIGATION OR PROCEEDING

Neither Dealer nor the Borrower is subject to any notification from, or proceeding or investigation by, any governmental agency or entity in connection with any actual, alleged, or potential legal problem, violation, deficiency or irregularity.

4. TITLE INSURANCE

A title insurance company satisfactory to Dealer must be committed to issue an extended coverage ALTA Loan Policy of Title Insurance in amounts acceptable to Lender for the Loan program under which the Loan was originated. Such title insurance policy must insure the security instrument encumbering the borrower's title to the property represents a good and valid lien, senior in priority to all other liens, encumbrances, easements, reservations and restrictions except those Security Instruments represented by Dealer to be prior to the Security Instrument of the Loan, those of unpaid taxes and assessments not yet due and payable, and such other exceptions as commonly accepted by mortgage lenders in the area in which the mortgaged property is located.

5. COSTS, FEES, AND EXPENSES

All costs, fees and expenses have been or will be paid in connection with the making of such Loan, including recording fees, documentary stamps, ad valorem taxes, hazard insurance premiums, and any other taxes or assessments that are due and payable in connection with the making of the Loan prior to the close of escrow.

6. GOOD REPAIR

The mortgaged property described in the Submission has not been damaged by fire, flood, or other causes and any improvements thereon have been completed in full compliance with any and all rules and regulations of any governmental agency having jurisdiction.

7. GOOD TITLE

The title is clear of all liens and encumbrances; Dealer agrees and warrants that the submission was originated by Dealer and not submitted to Dealer by, the originator of the submission; and the property is free and clear of liens and encumbrances except the lien of taxes and assessments and encumbrances of or exceptions to title as commonly accepted by mortgage lenders in the area in which the mortgaged property is located.

8. LOAN DOCUMENTS

The borrower's application for the Loan, and all documentation relating to the application and Loan, including, without limitation, consumer credit disclosures, credit and appraisal documentation, have been prepared and/or completed in accordance with Lender guidelines, and all information contained in such documents is true and correct in all respects and does not fail to disclose any facts which could be material or which would make such information misleading to the best of Dealer's knowledge. Broker has no knowledge with respect to the Submission, that the applicant(s) for the Loan, or the property that serves as security for the Loan, that can reasonably be expected to cause an institutional secondary mortgage market investor to regard the purchase of the Loan as an unacceptable investment, cause the Loan to become delinquent, or adversely affect the value or marketability of the Loan.

9. REGULATORY COMPLIANCE

The Submission was made in compliance with all applicable federal, state and local laws and governmental rules and regulations pertaining to the making of residential real estate loans and all consumer disclosure laws and regulations, including, without limitation, the Real Estate Settlement Procedures Act, Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Housing Act, Gramm-Leach-Bliley Privacy Act, and Consumer Credit Protection Act, all as from time to time amended.

10. FACTUAL DISCLOSURE

All known facts relating to this Submission which may adversely affect the value of the mortgaged property, the credit, character or capacity of the borrower, the validity of the future Security Instrument, or any other aspect of the transaction have been disclosed to Lender and, if applicable, the appropriate government agency.

11. HAZARD INSURANCE

The improvements now existing or hereafter erected on the property encumbered by the proposed Loan are insured at minimum against fire with extended coverage (and flood insurance where the property is located in an area designated as a special flood hazard area) in an amount at least equal to the outstanding principal balance of the Loan or full insurable value of the replacement cost of the improvements, whichever is less. The insurance will be without coinsurance or average clause provision and will contain a standard mortgagee clause and loss payable endorsement in favor of Lender, containing Lender's address. The policy will be of a form acceptable to Lender and issued by an insurance company rated B+III or better by the Best Key Rating Guide, unless otherwise prohibited by law. Lender must be named as the loss payee under the policy and all premiums for the current year

must be prepaid. In addition, the policy shall provide that it is non-cancelable by the insurer except on 10 days written notice to the holder of the Note and Security Instrument.

12. NO DEALER

Dealer has not agreed, and will not agree, to pay any other Dealer or finder any fee in connection with the proposed Loan pursuant to this Agreement which could give rise to any valid claims against Lender or the Loan.

IV. REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Dealer to enter into this Agreement and to consummate the loan as contemplated under this Agreement, Lender represents, warrants and covenants to Dealer as of the date of this Agreement, and throughout the term of this Agreement, as follows:

1. DUE INCORPORATION AND GOOD STANDING

Lender is a corporation duly organized, validly existing and in good standing under the laws of the state governing its creation and existence during the time of its activities with respect to the origination and sale of the Loans purchased pursuant to this Agreement. Lender is properly licensed and qualified to do business in all jurisdictions in which a license and qualification are necessary to originate and sell the Loans.

2. AUTHORITY AND CAPACITY

Lender has all corporate power, authority and capacity legally required to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have each been duly and validly authorized by all corporate action legally required. This Agreement constitutes a valid and legally binding Agreement of Lender enforceable in accordance with its terms.

3. EFFECTIVE AGREEMENT

The execution, delivery and performance of this Agreement by Lender, Lender's compliance with the terms hereof and consummation of the transactions contemplated hereby, will not violate, conflict with, result in a breach of, constitute a default under, be prohibited by or require any additional approval under its articles of incorporation (in the case of a corporation), bylaws, partnership agreement, articles of organization, operating agreement, or any instrument or agreement to which it is a party or by which it is bound, or any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

V. RESOLUTION OF BREACH

1. If any representation or warranty made by Dealer in this Agreement shall prove to be incorrect or misleading in any material respect, or if Lender suffers a loss, or a failure to collect any amount due respecting any Loan by reason of the fact that any such representation or warranty is incorrect or misleading; Dealer shall no later than ten (10) calendar days after receiving a written notice from Lender generally specifying the particular defect, pay to Lender a price for such Loan (Buy-Back Price) equal to the sum of, as of the time of repurchase, (i) the unpaid principal balance of, plus accrued interest on, the Loan; (ii) the aggregate other premium in excess of the principal balance of the Loan paid by Lender to Broker; (iii) the aggregate amount of any advances made by Lender on behalf of the mortgagor or to protect Lender's interest in the loan or collateral, and interest thereon at the interest rate set forth in the Note; and (v) any attorneys fees, legal expenses, court costs or other expenses which may have been incurred or expended in connection with said Loan and interest thereon at the interest rate set forth in the Note. Upon Dealer's payment for such Loan, Lender will reassign and set over such Loan to Dealer without recourse.

VI. REMEDIES

1. BREACH OF AGREEMENT AND REPURCHASE

A. If Dealer fails to comply in any material respect with any provision of this Agreement, Lender may in addition to any other remedies available under law or equity, refuse to fund any Loans as to which Lender previously issued a Purchase Commitment or Conditional Approval.

B. Dealer shall indemnify and hold harmless, to the fullest extent permitted by law, Lender and its successors and assigns from and against, and shall reimburse the same with respect to, any and all liabilities, claims, actions, losses, damages, costs, and expenses, including reasonable attorney's fees (each a Claim) incurred by reason of or arising out of or in connection with (a) Dealer's Fraud (including Dealer personnel and or independent contractors) (b) breach of any representation, warranty or covenant contained in this Agreement; (c) Dealer's breach of any provision of this Agreement or failure to perform any obligation required hereunder; or (d); any Claim under a Loan as to which the borrower alleges any damage or loss as the result of any violation by Broker of any federal, state or local statute, regulation or

rule, or any failure to communicate information to borrower. Dealer shall be obligated to indemnify Lender regardless of whether Lender reviewed, approved, or audited the Loan either prior to or after funding of the Loan.

- C. Without limiting the generality of this Section VI, Lender shall be entitled to indemnify under this Section VI at such time as Lender incurs the liability to repurchase a Loan or to indemnify a third party as to a Loan, and Lender need not actually have incurred a financial loss in order to enforce Lender's indemnity rights. Lender shall have the right and standing to file an action in a court of competent jurisdiction or initiate arbitration to specifically enforce Dealer's obligation to indemnify Lender.
- D. Without limiting the generality of this Section VI, as to any Loan which Lender, as a result of Dealer's breach of this Agreement, is obligated to repurchase from another lender or secondary mortgage market investor (each an Investor), or as to which Lender is obligated to indemnify an Investor, Dealer shall be obligated to indemnify Lender from and against, without limitation, any costs or expenses arising from or related to (a) the repurchase of the Loan from, or indemnification of, the Investor; (b) the purchase, from the Investor or at a foreclosure sale, of the property which served as security for the Loan (the Foreclosed Property); (c) the holding of the Loan or the Foreclosed Property; and (d) the marketing of the Loan or the Foreclosed Property. In addition, Dealer shall be obligated to indemnify Lender from and against any loss incurred in connection with any sale or disposition of the Loan or the Property.
- E. The right to require indemnity under this Article VI does not limit, but is in addition to, all other rights and remedies available to Lender in law or equity.

2. REMEDY FOR NON-DELIVERY OF DOCUMENTS

Notwithstanding any provisions to the contrary in this Agreement, if Dealer is required to deliver to Lender any document related to a purchased Loan and Dealer fails to deliver such document in the proper form on the date or within the time period specified by the Lender, Lender shall notify Dealer of the breach, and Dealer shall have seven (7) calendar days from the date of notice to cure the breach. If Dealer has not cured the breach within the seven (7) day cure period, Broker shall immediately repurchase the Loan upon Lender's demand or indemnify Lender pursuant to Section VI.A of this Agreement. The Buy-Back Price shall be determined in accordance with Section VA Any Loan returned by Lender pursuant to this paragraph shall be without recourse, representation or warranty.

VII. MISCELLANEOUS

RELATIONSHIP

Nothing contained in this Agreement shall be deemed to create nor shall this Agreement be construed so as to create a joint venture, partnership, agency, or employment relationship between Lender and Dealer. Dealer shall conduct business under its own name and not in the name of Lender; Dealer shall not represent that its office is an office or branch of Lender or in any other way connected with Lender. Dealer shall have no authority to sign any documents on behalf of Lender. Dealer shall be responsible for its overhead and operation costs, payroll costs, and all other costs.

AUDIT

Lender or its Agents reserve the right to audit and review Dealer's books and records, in relation too, and in particular, those loans that have been found to have indications of fraud and or have been defaulted by the borrower; to determine that all applicable regulations are being complied with. Until this Agreement is terminated, Dealer agrees to provide Lender its licensing information for any state the Dealer is licensed in. Furthermore, the Dealer understands that no loan will be closed in any state where no current licensing exists.

INSURANCE

Seller agrees to maintain fidelity and errors and omissions insurance in amounts specified by Lender and to provide Lender copies of this coverage on an annual basis. The insurance carrier must maintain a b+ or better rating and also a financial size category of VI or better according to A.M. Best Company.

RELIANCE; SURVIVAL OF WARRANTIES

Dealer acknowledges that Lender's commitment of each Loan is made in reliance upon the truth of every representation and warranty contained in this Agreement. Unless expressly waived in writing by Lender, the representations and warranties made hereunder shall survive the facilitation of the Loan by Lender and Lender's subsequent sale thereof, and shall not be affected by any investigation made by or on behalf of Lender.

In the event Lender assigns any of its rights in Loans facilitated hereunder, such assignee or subsequent assignees

shall have the same rights as Lender with respect to Broker and this Agreement.

ASSIGNABILITY

Dealer may not assign or transfer its duties or rights under this Agreement without the prior written consent of Lender. A change in the ownership, merger or consolidation of Dealer shall be considered an assignment for purposes of this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no understanding or Agreement relating hereto shall be valid unless in writing and signed by both parties.

PARTIAL INVALIDITY

If any provision of this Agreement is held invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

FURTHER ASSURANCES

Each party shall perform all further acts and execute and deliver all documents that may be reasonably necessary to carry out the transactions contemplated under this Agreement.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original; however, all such counterparts shall together constitute one and the same agreement.

HEADINGS

The headings of the various sections of this Agreement have been inserted for convenience of reference only, and shall not be deemed to be a part of this Agreement.

GENDER

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and words in the plural shall be held and construed to include the singular, unless this Agreement or the context otherwise requires.

NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given, made, and received only: upon delivery, if personally delivered to a party; one business day after the date of dispatch, if by facsimile transmission, with electronic confirmation of receipt; one business day after deposit, if delivered by nationally recognized courier service offering guaranteed overnight delivery; or upon receipt if sent via certified mail, postage prepaid, return receipt requested, at the addresses noted at the beginning of this Agreement. Either party may change its address for receiving notice by giving fifteen (15) calendar days advance written notice in the manner provided herein.

ATTORNEY FEES

If either Dealer or Lender initiates any action, proceeding, or arbitration regarding the subject matter of this Agreement, or to enforce or interpret this Agreement, the prevailing party (as determined by the court, agency or other authority before which such suit or proceeding is commenced), in addition to such other relief as may be awarded, shall be entitled to recover its reasonable attorneys fees, expenses and costs of investigation actually incurred.

ARBITRATION

Notwithstanding any provision to the contrary in this Agreement, any claim or action arising out of or relating to this Agreement, including any claim or action contesting the validity of this arbitration provision or of the Agreement, will be settled by binding arbitration. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the commercial Arbitration Rules of the American Arbitration Association, but without regard to any portions thereof which require administration by such association.

The party desiring arbitration shall serve notice upon the other party, together with designation of the first party's

representative. If the person designated by the first party is acceptable to the second party as an arbitrator, the second party shall so notify the first party within ten (10) calendar days, and such representative shall serve as the sole arbitrator; if the person so designated is not acceptable to the second party, then the second party shall designate his or its own representative in a notice to the first party within the same ten-day period. The two representatives so named, if such is the case, shall within ten (10) calendar days thereafter appoint an arbitrator, and the arbitrator shall then proceed forthwith to hear and unilaterally determine the matter. If either party fails, within the time allowed herein, to appoint its representative, the representative named by the other party shall act as the sole arbitrator and unilaterally decide the matter. If the two representatives are unable to agree upon an arbitrator within the ten (10) days allowed herein, either party may at any time apply to the presiding judge of any court of competent jurisdiction for the appointment of an arbitrator, and the arbitrator shall proceed forthwith to hear and unilaterally determine the matter. In all events the arbitrator shall be a licensed attorney at law in the State of Utah with a minimum of ten years experience in handling transactions of the kind, which are represented by this Agreement. The arbitrator shall be entitled to reasonable compensation at his or her usual professional rates.

The powers of the arbitrator shall be limited as set forth herein. The arbitrator shall make an award in writing that is consistent with the terms of this Agreement, and that includes a reasoned decision. In rendering any decision or award, the arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of Utah. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim,

dispute, or other matter(s) in question would be barred by the applicable statute of limitations, and the arbitrator shall reject any claim that is not based upon a timely-filed demand.

The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Except as specifically provided otherwise in this Section, the Federal Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to this Section.

TERMINATION

Either Lender or Dealer may terminate this Agreement at any time by giving written notice to the other party, provided, however, that any such notice shall not affect any obligation hereunder which arose prior to the termination date.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this paragraph shall not affect the provisions of any Note, Security Instrument, or related documents or instruments, which cause the laws of the United States, or any other state applicable. This Agreement shall be interpreted fairly in accordance with their provisions and without regard to the drafting party.

COURSE OF DEALING

No course of dealing on the part of either party, nor any failure or delay by either party with respect to the exercise of any right, power, privilege, election or option shall operate as a waiver thereof. All rights, remedies and recourse shall be cumulative and the exercise or partial exercise of any such right, remedy or recourse shall not preclude the exercise of any other right, recourse, or remedy.

IN WITNESS WHEREOF, the parties have executed this Agreement by authorized officers.

LENDER:

American Pioneer Financial Services, Inc.
A Utah Corporation

By: _____

Name: Ernest A. Knudsen
Title: President

DEALER:

By: _____

Name: _____
Title: _____

