



**AGREEMENT FOR ENTITLEMENT TO REFUND, DEDUCTION OR CREDIT
PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 6055 AND 18 CCR 1642**

1. **Definitions.** The following capitalized terms shall have the meaning ascribed to each as follows:
 - a. **"Retailer"** means _____ (Dealer's full legal name), located at _____ (physical and mailing address) and all its subsidiaries, affiliates and assignees. The Retailer's California seller's permit is _____.
 - b. **"Lender"** means **FLAGSHIP CREDIT ACCEPTANCE LLC**, located at 3 Christy Drive, Chadds Ford, PA 19317, and all of its subsidiaries, affiliates and assigns. The Lender's account number is [_____]. If the Lender has not applied for a Certificate of Registration, the Lender agrees that it will apply for a Certificate of Registration no later than the date that it first claims a deduction or refund for bad debts charged off on the Accounts.
 - c. **"Accounts"** means any and all accounts and contracts created between the Retailer and its retail customers with respect to the purchase of tangible personal property which is subject to California sales tax, which accounts are, have been or will be assigned directly from Retailer to Lender.
2. **Blanket Assignment of Retailer's Rights and Interests in Accounts.** Retailer and Lender agree that all of the rights and interests of the Retailer in any and all Accounts, including the right to claim sales tax refunds, deductions or credits, are irrevocably assigned, transferred and relinquished to the Lender.
3. **Entitlement to Tax Refund or Deduction on Accounts.** The Retailer and the Lender agree that the Lender is the party entitled to claim any potential sales tax refunds or deductions as a result of bad debt losses charged off by the Lender on any and all Accounts currently existing or created in the future which have been assigned from the Retailer to the Lender. The Retailer agrees that they have not and will not claim a deduction or refund with respect to any Accounts currently existing or created in the future and hereby relinquishes to the Lender all rights to the Accounts and all rights to claim such deductions or refunds.
4. **Election Pursuant to Section 6055(B)(4) California Revenue and Taxation Code.** Retailer and Lender hereby make an irrevocable election pursuant to section 6055(b)(4), California Revenue and Taxation Code, that designates and entitles Lender (and not the Retailer) to claim the deduction or refund provided under section 6055(b) with respect to any Accounts found worthless and charged off for income tax purposes. The effective date of this election is the date in which the Retailer commences doing business with the Lender.
5. **Payment of Sales Tax.** Retailer represents and warrants that it has reported or shall report the tax on the sale of property with respect to the Accounts.
6. **Confidentiality.** Retailer and Lender acknowledge that the California State Board of Equalization may disclose relevant confidential information to all parties involved in order to evaluate, support and confirm the deductions or refunds claimed pursuant to Section 6055, California Revenue and Taxation Code.
7. **Documentation.** Retailer and Lender agree to furnish any and all documentation required or requested by the California State Board of Equalization that is necessary to support the claim for deduction or refund filed by the Lender.
8. **Term.** This election may not be amended or revoked unless a new election, signed by both the Retailer and Lender is filed with the California State Board of Equalization.
9. **Filing of Election.** Lender and Retailer agree that the Lender shall file this Agreement as an election with the California State Board of Equalization pursuant to Section 6055, California Revenue and Taxation Code.

Retailer

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Flagship Credit Acceptance LLC

Signature: _____

Print Name: _____

Print Title: _____

Date: _____