UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

/X/ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2003

OR

/ / TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___________ to_________

Commission File Number 000-20202

CREDIT ACCEPTANCE CORPORATION
(Exact name of registrant as specified in its charter)

MICHIGAN	38-1999511
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification)

25505 WEST TWELVE MILE ROAD, SUITE 3000 SOUTHFIELD, MICHIGAN	48034-8339
(Address of principal executive offices)	(zip code)

Registrant's telephone number, including area code: 248-353-2700

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes [X] No [ ]

Indicate the number of shares outstanding of each of the issuer's class of common stock, as of the latest practicable date.

THE NUMBER OF SHARES OUTSTANDING OF COMMON STOCK, PAR VALUE $.01, ON NOVEMBER 1, 2003 WAS 42,020,982.

TABLE OF CONTENTS

PART I. - FINANCIAL INFORMATION

ITEM 1.	CONSOLIDATED FINANCIAL STATEMENTS	
	Consolidated Income Statements - Three and nine months ended September 30, 2003 and September 30, 2002	1
	Consolidated Balance Sheets - As of September 30, 2003 and December 31, 2002	2
	Consolidated Statements of Cash Flows - Nine months ended September 30, 2003 and September 30, 2002	3
	Notes to Consolidated Financial Statements	4
ITEM 2.	MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	13
ITEM 3.	QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS	37
ITEM 4.	CONTROLS AND PROCEDURES	37
	PART II. - OTHER INFORMATION	
ITEM 5.	OTHER INFORMATION	38
ITEM 6.	EXHIBITS AND REPORTS ON FORM 8-K	47
SIGNATURE		48
INDEX OF EXHIBITS		49

PART I. - FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

CREDIT ACCEPTANCE CORPORATION
CONSOLIDATED INCOME STATEMENTS
(UNAUDITED)

(Dollars in thousands, except per share data)	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
REVENUE:				
Finance charges	$ 25,770	$ 24,018	$ 76,457	$ 74,425
Lease revenue	1,251	3,614	5,371	13,201
Ancillary product income	4,369	5,500	14,335	12,919
Premiums earned	734	1,001	2,246	3,495
Other income	3,738	8,535	10,354	16,075
Total revenue	35,862	42,668	108,763	120,115
COSTS AND EXPENSES:				
General and administrative	4,679	5,789	15,361	17,889
Salaries and wages	7,879	7,184	25,083	22,136
Sales and marketing	1,886	1,954	6,546	5,544
Stock-based compensation expense	1,027	535	2,830	1,582
Provision for insurance and service contract claims	329	590	637	1,723
Provision for credit losses	2,303	8,896	9,354	15,973
Depreciation of leased assets	853	2,251	3,568	7,758
United Kingdom asset impairment expense	--	--	10,493	--
Interest	2,267	2,364	5,264	7,126
Total costs and expenses	21,223	29,563	79,136	79,731
Operating income	14,639	13,105	29,627	40,384
Foreign exchange gain (loss)	(1,066)	(25)	(1,037)	2
Income before provision for income taxes	13,573	13,080	28,590	40,386
Provision for income taxes	4,755	4,468	10,171	17,111
Net income	$ 8,818	$ 8,612	$ 18,419	$ 23,275
Net income per common share:				
Basic	$ 0.21	$ 0.20	$ 0.44	$ 0.55
Diluted	$ 0.20	$ 0.20	$ 0.43	$ 0.53
Weighted average shares outstanding:				
Basic	42,315,027	42,363,895	42,329,722	42,457,425
Diluted	43,959,924	43,122,046	43,247,518	43,517,380

See accompanying notes to consolidated financial statements.

CREDIT ACCEPTANCE CORPORATION
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

(Dollars in thousands)	AS OF	
	SEPTEMBER 30, 2003	DECEMBER 31, 2002
ASSETS:		
Cash and cash equivalents	$ 15,450	$ 13,466
Investments-- held to maturity	9,789	173
Loans receivable	869,927	770,069
Allowance for credit losses	(14,883)	(20,991)
Loans receivable, net	855,044	749,078
Floorplan receivables, net	2,920	4,450
Lines of credit, net	2,290	3,655
Notes receivable, net (including $1,565 and $1,513 from affiliates as of September 30, 2003 and December 31, 2002, respectively)	2,076	3,899
Investment in operating leases	6,364	17,879
Property and equipment, net	18,294	19,951
Other assets	13,152	14,280
Total Assets	$ 925,379	$ 826,831
LIABILITIES AND SHAREHOLDERS' EQUITY:		
LIABILITIES:		
Lines of credit	$ --	$ 43,555
Secured financing	100,000	58,153
Mortgage note	5,618	6,195
Capital lease obligations	1,258	1,938
Accounts payable and accrued liabilities	33,858	28,341
Dealer holdbacks, net	420,759	347,040
Deferred income taxes, net	17,048	10,058
Income taxes payable	2,538	6,094
Total Liabilities	581,079	501,374
SHAREHOLDERS' EQUITY:		
Common stock	422	423
Paid-in capital	123,477	124,772
Retained earnings	217,277	198,858
Accumulated other comprehensive income - cumulative translation adjustment	3,124	1,404
Total Shareholders' Equity	344,300	325,457
Total Liabilities and Shareholders' Equity	$ 925,379	$ 826,831

See accompanying notes to consolidated financial statements.

CREDIT ACCEPTANCE CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(Dollars in thousands)	NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Income	$ 18,419	$ 23,275
Adjustments to reconcile cash provided by operating activities:		
Provision for credit losses	9,354	15,973
Depreciation	2,960	3,719
Depreciation of leased assets	3,568	7,758
Loss on retirement of property and equipment	--	276
Provision for deferred income taxes	6,990	8,400
Stock-based compensation	2,830	1,582
United Kingdom asset impairment	10,493	--
Change in operating assets and liabilities:		
Accounts payable and accrued liabilities	4,681	(6,758)
Income taxes payable	(3,556)	(2,609)
Lease payment receivable	1,484	872
Unearned insurance premiums, insurance reserves and fees	(370)	(2,314)
Deferred dealer enrollment fees, net	836	(53)
Other assets	1,128	88
Net cash provided by operating activities	58,817	50,209
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of investments - held to maturity	(9,616)	(2)
Principal collected on loans receivable	259,994	257,041
Advances to dealers	(286,741)	(223,591)
Payments of dealer holdbacks	(22,275)	(25,746)
Operating lease acquisitions	--	(874)
Deferred costs from lease acquisitions	--	(201)
Operating lease liquidations	4,758	7,977
Decrease (increase) in floorplan receivables	1,165	(436)
Decrease in lines of credit	748	1,393
Decrease (increase) in notes receivable -- affiliates	(52)	9
Decrease in notes receivable -- non-affiliates	1,860	520
Purchases of property and equipment	(1,303)	(4,881)
Net cash (used in) provided by investing activities	(51,462)	11,209
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings (repayments) under lines of credit	(43,555)	23,596
Proceeds from secured financings	100,000	28,551
Repayments of secured financings	(58,153)	(120,690)
Principal payments under capital lease obligations	(680)	1,029
Repayment of mortgage note	(577)	(537)
Repurchase of common stock	(4,740)	(6,588)
Proceeds from stock options exercised	614	3,583
Net cash used in financing activities	(7,091)	(71,056)
Effect of exchange rate changes on cash	1,720	6,308
Net increase (decrease) in cash and cash equivalents	1,984	(3,330)
Cash and cash equivalents, beginning of period	13,466	15,773
Cash and cash equivalents, end of period	$ 15,450	$ 12,443

See accompanying notes to consolidated financial statements.

CREDIT ACCEPTANCE CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. BASIS OF PRESENTATION

The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("generally accepted accounting principles" or "GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. The results of operations for interim periods are not necessarily indicative of actual results achieved for full fiscal years. The consolidated balance sheet at December 31, 2002 has been derived from the audited financial statements at that date but does not include all the information and footnotes required by generally accepted accounting principles for complete financial statements. For further information, refer to the consolidated financial statements and footnotes thereto included in the Annual Report on Form 10-K for the year ended December 31, 2002 for Credit Acceptance (the "Company"). Certain prior period amounts have been reclassified to conform to the 2003 presentation.

As a result of a Securities and Exchange Commission review of the Company's Form 10-K for the year ended December 31, 2002 and Form 10-Q for the period ended June 30, 2003, the Company made two changes to its balance sheet presentation and one change to its accounting policies. The Reserve for advance losses which was previously classified within Dealer holdbacks, net was eliminated and the balance transferred to the Allowance for credit losses which is classified within Loans receivable, net. This treatment reflects the conclusion that, from an accounting standpoint, losses covered by this reserve are a result of uncollectible retail installment contracts (referred to as "Contracts" or "Loans") and that advance losses do not represent a separate event of loss. Previously, the Company utilized the Allowance for credit losses to record losses of earned but unpaid revenue and the Reserve for advance losses to record losses on advances that were determined to be uncollectible. Also, the Company reclassified repossessed assets from Loans receivable to Other assets. As discussed in Notes 2 and 3, the Company has implemented a revised charge-off and recovery policy consistent with the reclassification of the Reserve for advance losses discussed above.

Beginning in the second quarter of 2003, the Company changed its segment disclosures and adopted the fair value recognition provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation" ("SFAS No. 123") under the retroactive restatement method selected by the Company as described in SFAS No. 148, "Accounting for Stock-Based Compensation -- Transition and Disclosure".

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

2. ACCOUNTING STANDARDS

Pursuant to SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets", an impairment analysis is performed on the net asset value of the United Kingdom, Canadian, and Automobile Leasing operations on a quarterly basis. This analysis compares the undiscounted forecasted future net cash flows (including future servicing expenses and any payments due to dealer-partners under servicing agreements) of each operation to the operation's net asset value at the balance sheet date. If this analysis indicates impairment, the Company is required to write down the value of the asset to the present value of the forecasted net cash flows. While the impairment analysis for operations which are being liquidated reduces the future cash flows by the amount of servicing expenses (under SFAS No. 144), the impairment analysis for Loan portfolios relating to continuing operations does not (under SFAS No. 114).

United Kingdom -- Effective June 30, 2003, the Company decided to stop originating Loans in the United Kingdom. In analyzing the expected cash flows from this operation, the Company assumed lower collection rates than assumed before the decision to liquidate. These lower collection rates reflect uncertainties (such as potentially higher employee turnover or reduced morale) in the servicing environment that may arise as a result of the decision to liquidate. As a result of this analysis, in the second quarter of 2003, the net asset value of the Loan portfolio was deemed to be impaired and the Company recorded an after-tax expense of $6.4 million to reduce the carrying value of the operation's Loan portfolio to the present value (using a discount rate of 13%) of the forecasted cash flows relating to the Loan portfolio less estimated future servicing expenses. Based upon management's analysis, the net asset value of the United Kingdom Loan portfolio approximates the Company's best estimate of the discounted future cash flows relating to the portfolio as of September 30, 2003.

2. ACCOUNTING STANDARDS -- (CONTINUED)

Canada -- Effective June 30, 2003, the Company decided to stop originating Loans in Canada. Since Loans originated in Canada are serviced in the United States, the Company evaluated cash flows related to the Canadian operation based on the same collection rate assumptions as were used before the decision to liquidate. Based upon management's analysis, the net asset value of the Canadian Loan portfolio approximates the Company's best estimate of the future cash flows relating to the portfolio as of September 30, 2003.

Leasing -- Effective January 1, 2002, the Company decided to stop originating automobile leases. Through September 30, 2003 no write down of the net asset value of this operation was necessary as, based upon management's analysis, the undiscounted forecasted cash flows from the Automobile Leasing operation exceed the net asset value by approximately $1.5 million. If future cash flows equal the Company's forecast, this amount will be recorded into income as individual leases mature.

In June 2002, the Financial Accounting Standards Board issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities," which nullifies Emerging Issues Task Force Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (Including Certain Costs Incurred in Restructuring)." SFAS No. 146 requires a liability for a cost associated with an exit or disposal activity to be recognized and measured initially at its fair value in the period in which the liability is incurred, rather than at the time of commitment to an exit plan. The Company adopted this standard for exit or disposal activities initiated after December 31, 2002. As a result of the Company's decision to exit the United Kingdom business in the second quarter of 2003, the Company recognized: (i) $300,000 after-tax increase in salaries and wages resulting from employee severance expenses and (ii) $100,000 after-tax reduction in other income due to a refund of profit sharing income on ancillary products to an ancillary product provider which was based on volume targets no longer attainable due to the decision to stop Loan originations. As of September 30, 2003, the remaining liability for these expenses was $151,000. The Company may record an additional liability of up to $ 400,000 for payment of future lease obligations under a rental agreement through September 2007 once the Company stops using the office space in the United Kingdom. The Company expects to stop using the United Kingdom office space in the fourth quarter of 2005 or first quarter of 2006.

Credit Loss Policy - The Company maintains an allowance for credit losses to cover losses inherent in the Company's Loan portfolio. Such losses consist of Loans receivable determined to be uncollectible or with expected future collections less than the full contractual amount, less any losses absorbed by dealer holdbacks. By definition, these losses equal the amount of advances to dealer-partners plus accrued income (the "net investment") not expected to be recovered by collections on the related Loans receivable.

To record losses, as required under "SFAS No. 114: Accounting by Creditors for Impairment of a Loan - an amendment of FASB Statements No. 5 and 15", as amended by "SFAS No. 118: Accounting by Creditors for Impairment of a Loan- Income Recognition and Disclosures", the Company utilizes a present value methodology and compares the present value of estimated future collections for each dealer-partner's Loan portfolio to the Company's net investment in that portfolio. The Company maintains historical loss experience for each dealer-partner on a static pool basis and uses this information to forecast the timing and amount of the future collections on each dealer-partner's Loan portfolio. In estimating future collections for each dealer-partner, the Company considers: (i) a dealer-partner's actual loss data on a static pool basis and (ii) the Company's historical loss and collection experience. The Company's collection forecast for each dealer-partner is updated monthly, and considers the most recent static pool data available for each dealer-partner and the Company's entire portfolio of Loans. Forecasted collections are discounted to present value using a rate equal to the rate of return expected at the origination of the Loan. To the extent that the present value of future collections is less than the Company's net investment in the portfolio, the Company records an allowance equal to the difference between the net investment and the present value of the estimated future collections. Proceeds from one dealer-partner's portfolio cannot be used to offset losses relating to another dealer-partner.

Effective July 1, 2003, the Company eliminated the Reserve for advance losses balance of $19.4 million which was previously classified within Dealer holdbacks, net and transferred the balance into the Allowance for credit losses which is classified within Loans receivable, net. In addition, the Company eliminated its charge-off policy related to dealer advances and modified its Loans receivable charge-off policy to require charge-off of Loans receivable after 270 days of no payment against dealer holdbacks, net and, if such holdback is insufficient, against the Allowance for credit losses. In effect, the Company combined its advance and Loans receivable charge-off policies into a single policy whereby the Loan and related Advance are charged-off at the same time. For the first six months of 2003, advances were charged off when the Company's analysis forecasted no future collections on Loans relating to the dealer-partner advance pool. Prior to January 1, 2003, advances were charged-off or partially charged-off when the Company's analysis determined that the expected discounted cash flows associated with the related Loans were insufficient to recover the outstanding advance balance in the pool.

2. ACCOUNTING STANDARDS -- (CONCLUDED)

In addition, effective July 1, 2003, the Company implemented a revised policy related to collections of previously charged-off Loans ("recoveries"). Under the new policy, recoveries of Loans charged-off are credited to the allowance for credit losses to the extent of any prior losses charged against the allowance, with the remainder credited to Dealer holdbacks. Under the Company's prior policy, generally 80% of recoveries were credited to Dealer holdbacks and 20% to Finance charges.

A significant percentage of charged off Loans are absorbed by Dealer Holdbacks and, as a result, do not result in losses to the Company. The Company's primary protection against losses relates to appropriately managing the spread between the collection rate and the amount advanced to dealer partners at Loan inception.

The Company's allowance for credit losses also covers earned but unpaid servicing fees on Loans receivable in non-accrual status. Servicing fees, which are recorded as finance charges, are recognized under the interest method of accounting until the earlier of the underlying obligation becoming 90 days past due on a recency basis (no payments received for 90 days) or the repossession and sale of the vehicle securing the Loan. At such time, the Company suspends the recognition of revenue and records a provision for credit losses equal to the earned but unpaid revenue. Once a Loan is classified in non-accrual status, it remains in non-accrual status for the remaining life of the Loan. Revenue on non-accrual Loans is recognized on a cash basis.

3. LOANS RECEIVABLE

Loans receivable consisted of the following (in thousands):

	AS OF	
	SEPTEMBER 30, 2003	DECEMBER 31, 2002
Gross Loans receivable	$ 1,032,185	$ 910,417
Unearned finance charges	(159,234)	(136,954)
Unearned insurance premiums, insurance reserves and fees	(3,024)	(3,394)
Loans receivable	$ 869,927	$ 770,069
Non-accrual Loans	$ 203,241	$ 212,373
Non-accrual Loans as a percent of gross Loans receivable	19.7%	23.3%

A summary of changes in gross Loans receivable is as follows (in thousands):

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Balance, beginning of period	$ 1,009,472	$ 937,093	$ 910,417	$ 900,961
Gross amount of Loans accepted	197,599	146,327	636,504	485,277
Net cash collections on Loans	(114,544)	(107,998)	(342,107)	(334,461)
Charge-offs *	(67,223)	(45,907)	(187,445)	(127,376)
Recoveries	7,120	--	7,120	--
Net change in repossessed collateral	(368)	(1,317)	1,936	(2,547)
Currency translation	129	4,515	5,760	10,859
Balance, end of period	$ 1,032,185	$ 932,713	$ 1,032,185	$ 932,713

* Charge-offs presented net of recoveries in periods prior to the three months ended September 30, 2003.

3. LOANS RECEIVABLE -- (CONCLUDED)

A summary of the change in the allowance for credit losses is as follows (in thousands):

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Balance, beginning of period	$ 24,461	$ 15,225	$ 20,991	$ 13,906
Provision for Loan losses	1,363	5,798	6,652	9,579
Charge-offs *	(14,201)	(3,556)	(16,188)	(6,263)
Recoveries	3,233	--	3,233	--
Currency translation	27	101	195	346
Balance, end of period	$ 14,883	$ 17,568	$ 14,883	$ 17,568

* Charge-offs presented net of recoveries in periods prior to the three months ended September 30, 2003.

Effective July 1, 2003, the Company eliminated the Reserve for advance losses balance of $19.4 million, which was previously classified within Dealer holdbacks, net and transferred the balance into the Allowance for credit losses as reported within Loans receivable, net. In addition, the Company eliminated its charge-off policy related to dealer advances and modified its Loans receivable charge-off policy to require charge-off of Loans receivable after 270 days of no payment against Dealer holdbacks, net and, if such holdback is insufficient, against the Allowance for credit losses. Refer to Note 2 for further discussion on the Company's charge-off policy.

The charge-offs for the quarter ended September 30, 2003 are presented on a different basis than the other periods presented and as a result are not comparable. The $14.2 million in charge-offs reported during the quarter includes $12.4 million of prior period charge-offs recorded with the adoption of the new charge-off policy and $1.8 million of charge-offs which occurred during the quarter.

4. FLOORPLAN RECEIVABLES, LINES OF CREDIT, AND NOTES RECEIVABLE

A summary of the change in the allowance for floorplan receivables, lines of credit, and notes receivable losses is as follows (in thousands):

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Balance, beginning of period	$ 565	$ 2,910	$ 1,285	$ 2,405
Provision for credit losses	443	1,848	997	2,374
Recoveries, (Charge-offs), net *	123	6	(1,164)	(15)
Currency translation	--	(1)	13	(1)
Balance, end of period	$ 1,131	$ 4,763	$ 1,131	$ 4,763

* Charge-offs presented net of recoveries.

5. INVESTMENT IN OPERATING LEASES

The composition of investment in operating leases consisted of the following (in thousands):

	AS OF	
	SEPTEMBER 30, 2003	DECEMBER 31, 2002
Gross leased assets	$ 13,855	$ 26,821
Accumulated depreciation	(8,504)	(12,304)
Gross deferred costs	2,088	3,956
Accumulated amortization of deferred costs	(1,752)	(2,706)
Lease payments receivable	677	2,112
Investment in operating leases	$ 6,364	$ 17,879

A summary of changes in the investment in operating leases is as follows (in thousands):

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Balance, beginning of period	$ 9,328	$ 29,246	$ 17,879	$ 42,774
Gross operating leases originated	--	--	--	1,075
Depreciation of operating leases	(853)	(2,251)	(3,568)	(7,758)
Lease payments receivable	1,987	4,261	7,156	15,846
Collections on operating leases	(1,398)	(3,506)	(5,987)	(12,147)
Provision for lease losses	(497)	(1,250)	(1,705)	(4,020)
Operating lease liquidations	(2,139)	(3,054)	(7,755)	(12,571)
Currency translation	(64)	(224)	344	23
Balance, end of period	$ 6,364	$ 23,222	$ 6,364	$ 23,222

6. OTHER ASSETS

Loans receivable are collateralized by the related vehicles. The Company has the right to repossess the vehicle in the event that the consumer defaults on the payment terms of the Loan. In accordance with SFAS No. 144, repossessed collateral is valued at the lower of the carrying amount of the receivable or estimated fair value, less estimated costs of disposition, and is classified in Other assets in the consolidated balance sheets. As of September 30, 2003 and December 31, 2002, repossessed assets totaled approximately $6.7 million and $8.6 million, respectively.

7. NET INCOME PER SHARE

Basic net income per share has been computed by dividing net income by the weighted average number of common shares outstanding. Diluted net income per share has been computed by dividing net income by the total weighted average number of common shares and common stock equivalents outstanding. Common stock equivalents included in the computation represent shares issuable upon assumed exercise of stock options that would have a dilutive effect using the treasury stock method. The share effect is as follows:

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Weighted average common shares outstanding	42,315,027	42,363,895	42,329,722	42,457,425
Common stock equivalents	1,644,897	758,151	917,796	1,059,955
Weighted average common shares and common stock equivalents	43,959,924	43,122,046	43,247,518	43,517,380

The diluted net income per share calculation excludes stock options to purchase approximately 266,531 shares and 992,490 shares in the three and nine months ended September 30, 2003, respectively, and 536,011 shares and 253,995 shares in the same periods in 2002 as inclusion of these options would be

anti-dilutive to the net income per share due to the relationship between the exercise prices and the average market price of common stock during these periods.

8. DEALER HOLDBACKS

As previously discussed, effective July 1, 2003, the Company eliminated the Reserve for advance losses, which was presented in Dealer holdbacks, net and reclassified the balance into the Allowance for credit losses as reported within Loans receivable, net. Prior periods reflect this reclassification. Dealer holdbacks, net consisted of the following (in thousands):

	AS OF	
	SEPTEMBER 30, 2003	DECEMBER 31, 2002
Dealer holdbacks	$ 827,815	$ 734,625
Less: advances	(407,056)	(387,585)
Dealer holdbacks, net	$ 420,759	$ 347,040

9. RELATED PARTY TRANSACTIONS

In the normal course of its business, the Company regularly accepts assignments of Loans originated by affiliated dealer-partners owned by: (i) the Company's majority shareholder and Chairman; (ii) the Company's President; and (iii) a member of the Chairman's family. Loans accepted from these affiliated dealer-partners were approximately $5.4 million and $17.2 million, respectively, or 2.7% of total Loans accepted for the three and nine months ended September 30, 2003 and $4.2 million and $15.7 million or 2.9% and 3.2%, respectively, of total Loans accepted for the same periods in 2002. Loans receivable from affiliated dealer-partners represented approximately 2.9% and 2.8% of the gross Loans receivable balance as of September 30, 2003 and December 31, 2002, respectively. The Company accepts Loans from affiliated dealer-partners and nonaffiliated dealer-partners on the same terms. Advance balances from affiliated dealer-partners were $10.8 million and $10.4 million, or 2.7% and 2.8% of the Company's total advances as of September 30, 2003 and December 31, 2002, respectively. Total dealer enrollment fees and other fees earned from affiliated dealer-partners were $9,000 and $45,000 for the three and nine months ended September 30, 2003, respectively, and $7,000 and $35,000 for the same periods in 2002.

The Company records interest income from unsecured notes receivable from the Company's President with a total balance of $1.6 and $1.5 million as of September 30, 2003 and December 31, 2002, respectively. The notes bear interest at a rate of 5.22% with interest and principal due on April 19, 2011. Total income earned on the notes receivable was $18,000 and $52,000 for the three and nine months ended September 30, 2003 and 2002.

In the normal course of business, the Company records receivables from dealer-partners for ancillary product chargebacks on repossessed leased vehicles. Chargeback receivables from affiliated dealer-partners owned by the Company's President were $11,000 and $10,000 as of September 30, 2003 and December 31, 2002, respectively.

In the normal course of business, the Company analyzes the viability of new products and services by first offering them to a small group of dealer-partners, which includes affiliated dealer-partners, prior to offering them to the entire network of dealer-partners. The Company received fees for direct mail lead generation services provided to affiliated dealer-partners owned by the Company's majority shareholder and Chairman totaling $6,000 and $33,000 for the three and nine months ended September 30, 2002, respectively. The Company did not provide these services to affiliated dealer-partners in 2003.

Beginning in 2000, the Company offered a line of credit arrangement to certain dealers who were not participating in the Company's core business. These lines of credit are secured primarily by loans originated and serviced by the dealer, with additional security provided by the personal guarantee of the dealer's owner. The Company ceased offering this program to new dealers in the third quarter of 2001 and has been reducing the amount of capital invested in this program since that time. Beginning in 2002, entities owned by the Company's majority shareholder and Chairman began offering secured line of credit loans in a manner similar to the Company's prior program, at his dealerships and at two other dealers, one of whom also does business with the Company. The Company's majority shareholder and Chairman does not intend to expand his line of credit lending activities to additional borrowers.

10. INCOME TAXES

The Company's effective tax rate was 35.0% and 35.6% for the three and nine months ended September 30, 2003 compared to 34.2% and 42.4% for the same periods in 2002. Detail by business unit follows:

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Income (loss) before provision (credit) for income taxes:				
United States	$ 12,706	$ 10,274	$ 37,364	$ 34,636
United Kingdom	1,097	4,176	(8,115)	7,591
Automobile Leasing	(126)	(705)	(892)	(2,070)
Other	(104)	(665)	233	229
Total income before provision for income taxes	$ 13,573	$ 13,080	$ 28,590	$ 40,386
Provision (credit) for income taxes:				
United States	$ 4,564	$ 3,801	$ 13,039	$ 15,681
United Kingdom	236	1,182	(2,688)	2,114
Automobile Leasing	(57)	(268)	(353)	(777)
Other	12	(247)	173	93
Total provision for income taxes	$ 4,755	$ 4,468	$ 10,171	$ 17,111
Effective tax rate:				
United States	35.9%	37.0%	34.9%	45.3%
United Kingdom	21.5%	28.3%	33.1%	27.8%
Automobile Leasing	45.2%	38.0%	39.6%	37.5%
Other	(11.5%)	37.1%	74.2%	40.6%
Total effective tax rate	35.0%	34.2%	35.6%	42.4%

The changes in the effective tax rate are attributable to changes in the provision (credit) for income taxes in the United States, United Kingdom, Automobile Leasing, and Other segments, which are discussed for each segment in Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations. During the third quarter of 2003, the Company received an independent valuation of its Loan portfolio in the United States for federal and state tax purposes. This valuation resulted in a reduction of the Company's currently payable income tax liability and a corresponding increase to the Company's deferred income tax liability.

11. CAPITAL TRANSACTIONS

As of September 30, 2003, the Company has two stock-based compensation plans for employees and directors. Prior to April 1, 2003, the Company accounted for those plans under the recognition and measurement principles of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees", and related Interpretations. In the second quarter of 2003, the Company adopted the fair value recognition and measurement provisions of SFAS No. 123, "Accounting for Stock-Based Compensation", as amended by SFAS No. 148, "Accounting for Stock-Based Compensation -- Transition and Disclosure" for stock-based employee compensation. Under the retroactive restatement transition method selected by the Company described in SFAS No. 148, the Company restated all prior periods to reflect the stock-based compensation expense that would have been recognized had the recognition provisions of SFAS No. 123 been applied to all awards granted to employees or directors after January 1, 1995. The following tables summarize the reported and restated results:

(Dollars in thousands, except per share data)	FOR THE YEARS ENDED DECEMBER 31,				FOR THE THREE MONTHS ENDED SEPTEMBER 30,	FOR THE NINE MONTHS ENDED SEPTEMBER 30,
	2002	2001	2000	1999	2002	2002
Net income, as reported	$29,701	$29,203	$23,650	$(10,686)	$ 9,431	$ 24,295
Stock-based compensation expense included in reported net income, net of related tax effects	9	241	-	158	(472)	9
Stock-based compensation expense determined under the fair value based method, net of related tax effects	(1,341)	(1,029)	(1,271)	(2,118)	(347)	(1,029)
Net income, restated	$28,369	$28,415	$22,379	$(12,646)	$ 8,612	$ 23,275
Earnings per share:						
Basic - as reported	$ 0.70	$ 0.69	$ 0.54	$ (0.23)	$ 0.22	$ 0.57
Basic - restated	$ 0.67	$ 0.67	$ 0.51	$ (0.27)	$ 0.20	$ 0.55
Diluted - as reported	$ 0.68	$ 0.68	$ 0.53	$ (0.23)	$ 0.22	$ 0.56
Diluted - restated	$ 0.65	$ 0.66	$ 0.51	$ (0.27)	$ 0.20	$ 0.53

As of December 31, 1999, the cumulative decrease in retained earnings as a result of this restatement was $12.6 million. The decrease in retained earnings was offset by a $14.2 million increase in paid-in capital. The impact on paid-in capital and retained earnings for the interim periods of 2002 and 2003 follows (in thousands):

	2002								2003	
	1ST Q		2ND Q		3RD Q		4TH Q		1ST Q	
	REPORTED	RESTATED	REPORTED	RESTATED	REPORTED	RESTATED	REPORTED	RESTATED	REPORTED	RESTATED
Paid-in capital	$ 113,000	$ 129,102	$ 108,460	$ 124,000	$ 107,571	$ 124,263	$ 107,164	$ 124,772	$ 107,142	$ 124,534
Retained earnings	$ 191,471	$ 176,692	$ 200,018	$ 185,156	$ 209,449	$ 193,769	$ 214,856	$ 198,858	$ 223,692	$ 207,451

12. BUSINESS SEGMENT INFORMATION

In the second quarter of 2003, the Company re-evaluated its business segments as a result of the decision to stop Loan originations in the United Kingdom and Canada. As a result, the Company has four reportable business segments: United States, United Kingdom, Automobile Leasing, and Other. The United States segment primarily consists of the Company's United States retail automobile Loan operations. The United Kingdom segment primarily consists of the Company's United Kingdom retail automobile Loan operations. The Automobile Leasing segment consists of the Company's automobile leasing operations. The Other segment consists of the Company's Canadian retail automobile Loan operations and secured lines of credit and floorplan financing products. The Company is currently liquidating its operations in all segments other than the United States. Selected segment information is set forth below (in thousands):

	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Revenue:				
United States	$ 30,698	$ 30,525	$ 90,591	$ 84,548
United Kingdom	2,431	6,923	9,294	17,368
Automobile Leasing	1,886	3,936	6,592	14,207
Other	847	1,284	2,286	3,992
Total revenue	$ 35,862	$ 42,668	$ 108,763	$ 120,115
Income (loss) before provision (credit) for income taxes:				
United States	$ 12,706	$ 10,274	$ 37,364	$ 34,636
United Kingdom	1,097	4,176	(8,115)	7,591
Automobile Leasing	(126)	(705)	(892)	(2,070)
Other	(104)	(665)	233	229
Total income before provision for income taxes	$ 13,573	$ 13,080	$ 28,590	$ 40,386

13. FORWARD CONTRACTS

In the third quarter of 2003, the Company entered into a series of forward contracts with a commercial bank to manage foreign currency exchange risk associated with the cash flows anticipated from the exit of the United Kingdom operation. As of September 30, 2003, the Company has contracted to deliver 22.5 million British pounds sterling to the commercial bank which will be exchanged into United States dollars at a weighted average exchange rate of 1.59 United States dollars per British pound sterling on a monthly basis through June 30, 2005. The Company believes that this transaction will minimize the currency exchange risk associated with an adverse change in the relationship between the United States dollar and the British pound sterling as it repatriates cash from the United Kingdom operation. However, as the Company has not designated these contracts as hedges as defined under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities", as amended by SFAS No. 138 and SFAS No. 149, future changes in the fair value of these forward contracts will increase or decrease net income. As of September 30, 2003, the exchange rate between the United States dollar and the British pound sterling was 1.66. This change in exchange rate reduced the fair value of the forward contracts. As a result, the Company recorded an after tax expense of $702,000 for the three and nine months ended September 30, 2003 to reduce the value of the forward contracts to fair value.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

GENERAL

The Company's business model relies on its ability to forecast Loan performance. The Company's forecasts impact Loan pricing and structure as well as the required allowance for credit losses. The following table presents forecasted collection rates, advance rates, the spread (the forecasted collection rate less the advance rate), and the percentage of the forecasted collections which have been realized through September 30, 2003. The amounts presented are expressed as a percent of the original Loan amount by year of Loan origination.

	As of September 30, 2003			
Year	Forecasted Collection %	Advance %	Spread %	% of Forecast Realized
1992	81%	35%	46%	100%
1993	76%	37%	39%	100%
1994	62%	42%	20%	100%
1995	56%	46%	10%	99%
1996	56%	49%	7%	99%
1997	59%	49%	10%	99%
1998	67%	50%	17%	99%
1999	72%	54%	18%	98%
2000	71%	53%	18%	96%
2001	67%	49%	18%	80%
2002	70%	46%	24%	51%

The risk of a forecasting error declines as Loans age. For example, the risk of a material forecasting error for business written in 1998 is very small since 99% of the total amount forecasted has already been realized. In contrast, the Company's forecast for recent Loan originations is less certain. If the Company produces disappointing operating results, it will likely be because the Company overestimated future Loan performance.

A wider spread between the forecasted collection rate and the advance rate reduces the Company's risk of credit losses. Because collections are applied to advances on an individual dealer-partner basis, a wide spread does not eliminate the risk of losses, but it does reduce the risk significantly. The Company made no material changes in credit policy or pricing in the third quarter, other than routine changes designed to maintain current profitability levels.

One method for evaluating the reasonableness of the Company's forecast is to examine the trends in forecasted collection rates over time. The following table compares the Company's forecast as of September 30, 2003 with the forecast as of June 30, 2003.

Year	June 30, 2003 Forecasted Collection %	September 30, 2003 Forecasted Collection %	Variance
1992	81%	81%	0%
1993	76%	76%	0%
1994	62%	62%	0%
1995	56%	56%	0%
1996	56%	56%	0%
1997	59%	59%	0%
1998	67%	67%	0%
1999	72%	72%	0%
2000	71%	71%	0%
2001	68%	67%	(1%)
2002	70%	70%	0%

The Company first began publishing collection forecasts in its 2001 Annual Report. Forecasted collection rates declined in 2002 when a difficult collection system conversion negatively impacted collection results. The unanticipated difficulties associated with the conversion resulted in a decreased number of phone calls placed per delinquent account, which resulted in a reduction in collection rates during the third and fourth quarters of 2002. During the fourth quarter, collection system performance improved and by the end of the quarter had returned to pre-system conversion levels as measured by call volumes and charge-off rates. In the first quarter of 2003, the Company's collection forecast continued to decline when post repossession

collection results (known as deficiency balance collections) declined from the prior trend line. During the second and third quarters of 2003, forecasted collection rates stabilized.

Accurately predicting future collection rates is critical to the Company's success. Historically, the Company has experienced an adverse change in the profitability of Loan originations during periods of high growth. While the growth rates experienced in the United States in 2003 are higher than the Company's expected long-term growth rate, the Company believes that the investments in infrastructure in 2002, combined with decreases in Loan origination volumes in 2002, have adequately prepared the Company for this growth. The Company intends to make every possible effort to assess collection rates as accurately as possible.

RESULTS OF OPERATIONS

Three and Nine Months Ended September 30, 2003 Compared to Three and Nine Months Ended September 30, 2002

The following is a discussion of the results of operations and income statement data for the Company on a consolidated basis and for each of the Company's four business segments, United States, United Kingdom, Automobile Leasing and Other.

Consolidated

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	THREE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 25,770	71.9 %	$ 24,018	56.3 %
Lease revenue	1,251	3.5	3,614	8.5
Ancillary product income	4,369	12.2	5,500	12.9
Premiums earned	734	2.0	1,001	2.3
Other income	3,738	10.4	8,535	20.0
Total revenue	35,862	100.0	42,668	100.0
COSTS AND EXPENSES:				
General and administrative	4,679	13.0	5,789	13.6
Salaries and wages	7,879	22.0	7,184	16.8
Sales and marketing	1,886	5.3	1,954	4.6
Stock-based compensation expense	1,027	2.9	535	1.3
Provision for insurance and service contract claims	329	0.9	590	1.4
Provision for credit losses	2,303	6.4	8,896	20.8
Depreciation of leased assets	853	2.4	2,251	5.3
Interest	2,267	6.3	2,364	5.5
Total costs and expenses	21,223	59.2	29,563	69.3
Operating income	14,639	40.8	13,105	30.7
Foreign exchange loss	(1,066)	(3.0)	(25)	-
Income before provision for income taxes	13,573	37.8	13,080	30.7
Provision for income taxes	4,755	13.2	4,468	10.5
Net income	$ 8,818	24.6 %	$ 8,612	20.2 %

(Dollars in thousands)		NINE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE		NINE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:						
Finance charges	$	76,457	70.3 %	$	74,425	61.9 %
Lease revenue		5,371	4.9		13,201	11.0
Ancillary product income		14,335	13.2		12,919	10.8
Premiums earned		2,246	2.1		3,495	2.9
Other income		10,354	9.5		16,075	13.4
Total revenue		108,763	100.0		120,115	100.0
COSTS AND EXPENSES:						
General and administrative		15,361	14.2		17,889	15.0
Salaries and wages		25,083	23.1		22,136	18.4
Sales and marketing		6,546	6.0		5,544	4.6
Stock-based compensation expense		2,830	2.6		1,582	1.3
Provision for insurance and service contract claims		637	0.6		1,723	1.4
Provision for credit losses		9,354	8.6		15,973	13.3
Depreciation of leased assets		3,568	3.3		7,758	6.5
United Kingdom asset impairment expense		10,493	9.6		-	-
Interest		5,264	4.8		7,126	5.9
Total costs and expenses		79,136	72.8		79,731	66.4
Operating income		29,627	27.2		40,384	33.6
Foreign exchange gain (loss)		(1,037)	(0.9)		2	-
Income before provision for income taxes		28,590	26.3		40,386	33.6
Provision for income taxes		10,171	9.4		17,111	14.2
Net income	$	18,419	16.9 %	$	23,275	19.4 %

For the three months ended September 30, 2003, consolidated net income remained relatively consistent at $8.8 million compared to $8.6 million for the same period in 2002. Consolidated net income for the three months ended September 30, 2003 included: (i) an increase in net income in the United States business segment to $8.1 million in 2003 from $6.5 million in 2002 and (ii) a decrease in net income in the United Kingdom business segment to $900,000 in 2003 from $3.0 million in 2002.

The increase in net income in the United States was due to: (i) an increase in finance charges to $23.1 million in 2003 from $19.0 million in 2002 as a result of an increase in the average size of the Loan portfolio due to an increase in Loan originations in 2003, (ii) a decrease in provision for credit losses to $1.2 million in 2003 from $5.6 million in 2002 due to higher 2002 losses as a result of a difficult conversion to a new collection system and (iii) an increase in ancillary product income to $4.4 million in 2003 from $3.3 million in 2002 due to an increase in the number of third-party service contracts sold. Partially offsetting these increases in net income were: (i) a decrease in other income to $2.5 million in 2003 from $7.3 million in 2002 due primarily to interest income of $4.8 million from the Internal Revenue Service received in 2002 in connection with a change in tax accounting methods that affected the characterization and timing of revenue recognition for tax purposes and (ii) an increase of $1.0 million in foreign exchange loss as a result of the Company recognizing the fair value of forward contracts entered into to manage foreign currency risk associated with the cash flows anticipated from the exit of the United Kingdom operation.

The decrease in net income for the United Kingdom was primarily due to a decrease in ancillary product revenue of $2.2 million primarily due to: (i) a decrease of $1.5 million due to additional revenue recognized in the third quarter of 2002 due to a change in the Company's revenue recognition policy for ancillary products, (ii) a decrease of $500,000 in profit sharing income received from an ancillary product provider, and (iii) a decrease of $200,000 due to the Company's decision to stop Loan originations effective June 30, 2003.

For the nine months ended September 30, 2003, consolidated net income declined to $18.4 million from $23.3 million for the same period in 2002. The decrease in consolidated net income for the period was primarily due to the $5.4 million loss incurred in the United Kingdom in 2003 compared to net income of $5.5 million in 2002. The loss was primarily the result of $11.1 million in asset impairment and other expenses recorded in connection with the Company's decision to stop Loan originations in the United Kingdom. The impact of the loss in the United Kingdom was partially offset by an increase in net income in the United States to $24.3 million in 2003 from $19.0 million in 2002.

The increase in net income in the United States in 2003 was primarily due to increases in: (i) finance charges to $67.1 million in 2003 from $59.0 million in 2002 as a result of an increase in the average size of the Loan portfolio due to an increase in Loan originations in 2003 and (ii) ancillary product income to $13.4 million in 2003 from $9.8 million in 2002 due to an increase in the number of third-party service contracts sold. To a lesser extent, the increase in net income was due to two tax related adjustments

in 2002 that increased the provision for income taxes and decreased net income by $2.6 million. Partially offsetting these increases in net income was: (i) a decrease in other income to $7.9 million in 2003 from $12.3 million in 2002 due to interest income of $4.8 million from the Internal Revenue Service received in 2002 in connection with a change in tax accounting methods that affected the characterization and timing of revenue recognition for tax purposes, (ii) an increase in salaries and wages to $21.2 million in 2003 from $17.8 million in 2002 due to increases of $1.1 million due to increased spending on corporate support functions related primarily to Information Systems and Six Sigma, $900,000 due to increased servicing expenses, $800,000 in employee bonus expense, and $300,000 due to increased employee benefits and (iii) an increase of $1.0 million in foreign exchange loss as a result of the Company recognizing the fair value of forward contracts entered into to manage foreign currency risk associated with the cash flows anticipated from the exit of the United Kingdom operation.

The results of operations for the Company as a whole are attributable to changes described by segment in the discussion of the results of operations in the United States, United Kingdom, Automobile Leasing, and Other business segments. The following discussion of the results of operations for interest expense is provided on a consolidated basis, as the explanation is not meaningful by business segment.

Interest. Consolidated interest expense decreased to $2.3 million and $5.3 million for the three and nine months ended September 30, 2003 from $2.4 million and $7.1 million for the same periods in 2002. The decrease in consolidated interest expense was primarily the result of a decrease in average outstanding debt. The decrease was partially offset by an increase in the weighted average interest rate to 8.1% and 6.5% for the three and nine months ended September 30, 2003 from 6.4% and 5.6% for the same periods in 2002. This increase was primarily the result of an increased impact of borrowing fees and costs on average interest rates due to lower average outstanding borrowings.

United States

The United States segment primarily consists of the Company's United States retail automobile Loan operations.

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	THREE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 23,135	75.4 %	$ 18,954	62.1 %
Ancillary product income	4,363	14.2	3,300	10.8
Premiums earned	734	2.4	1,001	3.3
Other income	2,466	8.0	7,270	23.8
Total revenue	30,698	100.0	30,525	100.0
COSTS AND EXPENSES:				
General and administrative	3,940	12.8	4,464	14.6
Salaries and wages	6,741	22.0	5,878	19.3
Sales and marketing	1,884	6.1	1,668	5.5
Stock-based compensation expense	962	3.1	426	1.4
Provision for insurance and service contract claims	329	1.1	590	1.9
Provision for credit losses	1,189	3.9	5,555	18.2
Interest	1,865	6.1	1,656	5.4
Total costs and expenses	16,910	55.1	20,237	66.3
Operating income	13,788	44.9	10,288	33.7
Foreign exchange loss	(1,082)	(3.5)	(14)	-
Income before provision for income taxes	12,706	41.4	10,274	33.7
Provision for income taxes	4,564	14.9	3,801	12.5
Net income	$ 8,142	26.5 %	$ 6,473	21.2 %

(Dollars in thousands)	NINE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	NINE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 67,089	74.0 %	$ 58,961	69.8 %
Ancillary product income	13,401	14.8	9,805	11.6
Premiums earned	2,246	2.5	3,495	4.1
Other income	7,855	8.7	12,287	14.5
Total revenue	90,591	100.0	84,548	100.0
COSTS AND EXPENSES:				
General and administrative	12,808	14.1	13,471	15.9
Salaries and wages	21,230	23.4	17,822	21.1
Sales and marketing	5,540	6.1	4,757	5.6
Stock-based compensation expense	2,611	2.9	1,274	1.5
Provision for insurance and service contract claims	637	0.7	1,723	2.0
Provision for credit losses	5,521	6.1	6,748	8.0
Interest	3,769	4.2	4,115	4.9
Total costs and expenses	52,116	57.5	49,910	59.0
Operating income	38,475	42.5	34,638	41.0
Foreign exchange loss	(1,111)	(1.3)	(2)	-
Income before provision for income taxes	37,364	41.2	34,636	41.0
Provision for income taxes	13,039	14.3	15,681	18.6
Net income	$ 24,325	26.9 %	$ 18,955	22.4 %

Finance Charges. Finance charges increased to $23.1 million and $67.1 million for the three and nine months ended September 30, 2003 from $19.0 million and $59.0 million for the same periods in 2002 primarily due to increases in the: (i) average size of the Loan portfolio resulting from an increase in Loan originations in 2003 and (ii) average annualized yield on the Company's Loan portfolio to 12.3% and 12.7% for the three and nine months ended September 30, 2003 from 12.0% and 12.5% for the same periods in 2002. The increase in Loan originations in the United States in 2003 is due to: (i) an increase in the number of active dealer-partners due to an increase in dealer-partner enrollments to 108 and 284 for the three and nine months ended September 30, 2003 from 37 and 99 in the same periods in 2002 and reduced levels of dealer-partner attrition, (ii) a continued increase in the number of Loans per active dealer-partner and (iii) an increase in the average Loan size. The increase in the average yield was primarily due to a decrease in the percent of non-accrual Loans to 18.2% as of September 30, 2003 from 21.4% as of the same period in 2002 due primarily to an increase in Loan originations in 2003. Selected Loan origination data follows:

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,		YEARS ENDED DECEMBER 31,		
	2003	2002	2003	2002	2002	2001	2000
Loan originations	$ 196,837	$ 134,191	$ 607,989	$ 441,074	$ 571,690	$ 646,572	$ 371,045
Number of Loans originated	15,545	11,410	48,487	38,891	49,650	61,277	45,898
Number of active dealer-partners (1)	724	561	824	738	789	1,120	1,130
Loans per active dealer-partner	21.5	20.3	58.8	52.7	62.9	54.7	40.6
Average Loan size	$ 12.7	$ 11.8	$ 12.5	$ 11.3	$ 11.5	$ 10.6	$ 8.1

(1) Active dealer-partners are dealer-partners who submitted at least one Loan during the period.

Ancillary Product Income. Ancillary product income increased to $4.4 million and $13.4 million for the three and nine months ended September 30, 2003 from $3.3 million and $9.8 million for the same periods in 2002 due to an increase in the number of third party service contract products sold, primarily due to the increase in Loan originations compared to the same periods in 2002.

Premiums Earned. Premiums earned decreased to $700,000 and $2.2 million for the three and nine months ended September 30, 2003 from $1.0 million and $3.5 million for the same periods in 2002 primarily due to a decrease in penetration rates on the Company's in-house service contract and credit life and accident and health products in 2002 and 2003.

Other Income. Other income decreased to $2.5 million and $7.9 million for the three and nine months ended September 30, 2003 from $7.3 million and $12.3 million for the same periods in 2002 primarily due to interest income of $4.8 million received from the Internal Revenue Service in the third quarter of 2002 in connection with a change in tax accounting methods that affected the characterization and timing of revenue recognition for tax purposes.

General and Administrative. General and administrative expenses decreased to $3.9 million and $12.8 million for the three and nine months ended September 30, 2003 from $4.5 million and $13.5 million for the same periods in 2002. For the three and nine months ended September 30, 2003, the decreases were primarily due to decreases of: (i) $300,000 and $500,000, respectively, in legal expenses resulting from a reduction in the frequency and severity of legal proceedings in which the Company is engaged and (ii) $200,000 and $100,000, respectively, in tax related consulting expenses due to expenses incurred in 2002 related to the restructuring of the Company's international subsidiaries.

Salaries and Wages. Salaries and wages increased to $6.7 million and $21.2 million for the three and nine months ended September 30, 2003 from $5.9 million and $17.8 million for the same periods in 2002. For the three months ended September 30, 2003, the increase was primarily due to a $700,000 increase in employee bonus expense as a result of improved Company performance in 2003 compared to the prior year. For the nine months ended September 30, 2003, the increase was primarily due to increases of: (i) $1.1 million due to increased spending on corporate support functions related primarily to Information Systems and Six Sigma, (ii) $900,000 due to increased servicing expenses, (iii) $800,000 in employee bonus expense, and (iv) $300,000 due to increased employee benefits.

Sales and Marketing. Sales and marketing expenses increased to $1.9 million and $5.5 million for the three and nine months ended September 30, 2003 from $1.7 million and $4.8 million for the same periods in 2002 due primarily to increased sales commissions as a result of increased unit volumes.

Stock-based Compensation Expense. Stock-based compensation expense increased to $1.0 million and $2.6 million for the three and nine months ended September 30, 2003 from $400,000 and $1.3 million for the same periods in 2002. While the number of stock options outstanding declined during the periods, stock-based compensation expense increased as a result of a change in assumptions that reduced the period over which certain performance based stock options are expected to vest.

Provision for Insurance and Service Contract Claims. The provision for insurance and service contract claims, as a percent of premiums earned, decreased to 44.8% and 28.4% for the three and nine months ended September 30, 2003 from 58.9% and 49.3% for the same periods in 2002. The decreases for the three and nine months ended September 30, 2003 are due to the reserve for incurred but not reported claims on the Company's in-house service contract product not being reduced proportionally with the reduction in unearned premiums in 2002, thereby increasing claims expense as a percentage of premiums earned. For the nine months ended September 30, 2003, the decrease is also due to a decrease in the number of outstanding service contract policies, which have a higher claims ratio than the Company's credit life and accident and health products.

Provision for Credit Losses. The provision for credit losses decreased to $1.2 million and $5.5 million for the three and nine months ended September 30, 2003 from $5.6 million and $6.7 million for the same periods in 2002. The provision for credit losses consists of three components: (i) a provision for earned but unpaid revenue on Loans which were transferred to non-accrual status during the period, (ii) a provision to reflect losses inherent in the Company's Loan portfolio, and (iii) a provision for losses on notes receivable. The decrease in the provision for credit losses for the three and nine months ended September 30, 2003 was primarily due to a decrease in the provision for losses inherent in the Company's Loan portfolio to $400,000 and $3.5 million from $3.8 million and $4.3 million in 2002 due to higher 2002 losses as a result of a difficult conversion to a new collection system (see "--General").

Foreign exchange loss. The foreign exchange loss increased to $1.1 million for the three and nine months ended September 30, 2003 from zero in the same periods in 2002. During the quarter, the Company entered into forward contracts to ensure that currency fluctuations would not reduce the amount of United States dollars received from the liquidation of the United Kingdom operation. From the date the contracts were entered into, the weakening of the United States dollar versus the British pound sterling caused a reduction in the fair value of the forward contracts and an approximately equal increase in the amount of expected future cash flows.

Under generally accepted accounting principles, the Company is required to record an expense to reduce the carrying value of the forward contracts to fair value, and separately to record the change in the amount of cash flows expected from the United Kingdom due to exchange rate fluctuations in shareholders' equity. These amounts were not equal for the three months ended September 30, 2003 because the change in shareholders' equity reflects the change in exchange rates for the quarter while the change in the value of the forward contracts reflects the change in exchange rates from the date the contracts were entered into until the end of the quarter. In future periods, the Company expects the amount of the gain or loss recognized by the Company on the forward contracts will be approximately offset by an increase or decrease in shareholders' equity.

Provision for Income Taxes. The effective tax rate decreased to 35.9% and 34.9% for the three and nine months ended September 30, 2003 from 37.0% and 45.3% for the same periods in 2002. The reduction in the effective tax rate for the three and nine months ended September 30, 2003, was primarily due to decreases of 1.9% and 12.5% resulting from expense recorded in 2002 for estimated taxes due upon repatriation of prior years' earnings in the United Kingdom. The reduction in the effective tax rate for the nine months ended September 30, 2003 was partially offset by an increase of 2.0% resulting from a change in estimate of state income tax owed.

United Kingdom

The United Kingdom segment primarily consists of the Company's United Kingdom retail automobile Loan operations. This segment is being liquidated as the Company decided to stop originating Loans in the United Kingdom effective June 30, 2003. The Company expects to liquidate substantially all of its investment in this operation by December 2006.

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	THREE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 2,288	94.2%	$ 4,667	67.4%
Ancillary product income	6	0.2	2,200	31.8
Other income	137	5.6	56	0.8
Total revenue	2,431	100.0	6,923	100.0
COSTS AND EXPENSES:				
General and administrative	502	20.6	687	9.9
Salaries and wages	841	34.6	903	13.0
Sales and marketing	--	--	232	3.4
Stock-based compensation expense	65	2.7	109	1.6
Provision for credit losses	(74)	(3.0)	728	10.5
Interest	--	--	87	1.3
Total costs and expenses	1,334	54.9	2,746	39.7
Operating income	1,097	45.1	4,177	60.3
Foreign exchange loss	--	--	(1)	--
Income before provision for income taxes	1,097	45.1	4,176	60.3
Provision for income taxes	236	9.7	1,182	17.1
Net income	$ 861	35.4%	$ 2,994	43.2%

(Dollars in thousands)	NINE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	NINE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 8,202	88.3%	$ 14,176	81.7%
Ancillary product income	934	10.0	3,114	17.9
Other income	158	1.7	78	0.4
Total revenue	9,294	100.0	17,368	100.0
COSTS AND EXPENSES:				
General and administrative	1,694	18.1	2,040	11.8
Salaries and wages	2,888	31.1	2,989	17.2
Sales and marketing	944	10.2	563	3.2
Stock-based compensation expense	219	2.4	308	1.8
Provision for credit losses	1,171	12.6	3,234	18.6
United Kingdom asset impairment expense	10,493	112.9	--	--
Interest	--	--	645	3.7
Total costs and expenses	17,409	187.3	9,779	56.3
Operating income (loss)	(8,115)	(87.3)	7,589	43.7
Foreign exchange gain	--	--	2	--
Income (loss) before provision for income taxes	(8,115)	(87.3)	7,591	43.7
Provision (credit) for income taxes	(2,688)	(28.9)	2,114	12.2
Net income (loss)	$ (5,427)	(58.4)%	$ 5,477	31.5%

Finance Charges. Finance charges decreased to $2.3 million and $8.2 million for the three and nine months ended September 30, 2003 from $4.7 million and $14.2 million for the same periods in 2002 primarily as the result of a decrease in the average size of the Loan portfolio due to a decline in Loan originations in 2002 and 2003 and the Company's decision to stop Loan originations in the United Kingdom effective June 30, 2003. To a lesser extent, the decrease in finance charges was due to a reduction in the average annualized yield on the Company's Loan portfolio to 10.8% and 11.4% for the three and nine months ended September 30, 2003 from 13.8% and 13.1% for the same periods in 2002. The decreases in the average annual yield were primarily due to increases in the: (i) average initial term of the Company's Loan portfolio as of September 30, 2003 compared to the same period in 2002 and (ii) non-accrual percentage to 33.2% as of September 30, 2003 from 29.1% as of the same period in

2002 due to a decline in Loan originations in 2002 and 2003. Selected Loan origination data follows:

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,		YEARS ENDED DECEMBER 31,		
	2003	2002	2003	2002	2002	2001	2000
Loan originations (1)	$ 560	$ 9,073	$ 23,344	$ 35,976	$ 43,325	$122,817	$142,228
Number of Loans originated	28	605	1,391	2,560	3,062	9,121	10,664
Number of active dealer-partners (2)	8	69	86	138	147	215	205
Loans per active dealer-partner	3.5	8.8	16.2	18.6	20.8	42.4	52.0
Average Loan size	$ 20.0	$ 15.0	$ 16.8	$ 14.1	$ 14.1	$ 13.5	$ 13.3

(1) The Company stopped originating Loans in the United Kingdom effective June 30, 2003. The United Kingdom had Loan originations initiated in the second quarter of 2003 which were processed early in the third quarter of 2003.

(2) Active dealer-partners are dealer-partners who submitted at least one Loan during the period.

Ancillary product income. Ancillary product income decreased to zero and $900,000 for the three and nine months ended September 30, 2003 from $2.2 million and $3.1 million for the same periods in 2002 primarily due to: (i) a decrease of $1.5 million due to a change in the Company's revenue recognition policy for ancillary products in the third quarter of 2002 and (ii) a decrease of $200,000 and $600,000, respectively, in ancillary product revenue due to the decline in Loan originations in 2003 and the Company's decision to stop Loan originations effective June 30, 2003. For the three months ended September 30, 2003, the decrease in ancillary product income was also due to a decrease of $500,000 in profit sharing income on ancillary products from an ancillary product provider.

Other Income. Other income remained relatively consistent for the three and nine months ended September 30, 2003 and 2002.

General and Administrative. General and administrative expenses decreased to $500,000 and $1.7 million for the three and nine months ended September 30, 2003 from $700,000 and $2.0 million for the same periods in 2002 as a result of a general reduction in the amount of resources dedicated to the United Kingdom operations.

Salaries and Wages. Salaries and wages remained relatively consistent at $800,000 and $2.9 million for the three and nine months ended September 30, 2003 compared to $900,000 and $3.0 million for the same periods in 2002. Salaries and wages expenses for the three and nine months ended September 30, 2003 included an increase of $250,000 in expenses related to employee severance costs associated with the Company's decision to stop Loan originations in the United Kingdom, offset by a decline in headcount resulting from this decision.

Sales and Marketing. There were no sales and marketing expenses for the three months ended September 30, 2003 due to the Company's decision to stop Loan originations in the United Kingdom effective June 30, 2003. Sales and marketing expenses increased to $900,000 for the nine months ended September 30, 2003 from $600,000 for the same period in 2002 primarily due to employee severance costs of $250,000 associated with the Company's decision to stop Loan originations in the United Kingdom.

Stock-based Compensation Expense. Stock-based compensation expense remained relatively consistent at $100,000 and $200,000 for the three and nine months ended September 30, 2003 compared to $100,000 and $300,000 for the same periods in 2002.

Provision for Credit Losses. The provision for credit losses decreased to ($100,000) and $1.2 million for the three and nine months ended September 30, 2003 from $700,000 and $3.2 million in the same periods in 2002. The provision for credit losses consists of two components: (i) a provision for earned but unpaid revenue on Loans which were transferred to non-accrual status during the period and (ii) a provision to reflect losses inherent in the Company's Loan portfolio. The decreases in the provision for credit losses were primarily due to decreases in the provision for losses inherent in the Company's Loan portfolio to ($100,000) and $1.0 million in the three and nine months ended September 30, 2003, respectively, from $600,000 and $2.8 million for the same periods in 2002 due primarily to the asset impairment expense the Company recorded to reduce the carrying value of the Loan portfolio to present value during the second quarter of 2003 as a result of the Company's decision to stop originating Loans in the United Kingdom. The Company will continue to evaluate the Loan portfolio for impairment as required under Statement of Financial Accounting Standards No. 144, "Accounting for Impairment or Disposal of Long-Lived Assets" ("SFAS No. 144") and will record additional asset impairment expense as necessary. As such, the Company does not expect to record a provision for credit losses in future periods.

United Kingdom Asset Impairment Expense. Effective June 30, 2003, the Company elected to stop originating Loans in the United Kingdom. As a result of this decision, the Company recorded an expense in the second quarter of 2003 consisting of: (i) $9.8 million to reduce the carrying value of the operation's net asset value of the Loan portfolio to the present value (using a discount rate of 13%) of the forecasted cash flows relating to the Loan portfolio less estimated future servicing expenses and (ii) a write-off of $700,000 of fixed assets which will no longer be used in the operation. In determining the impairment of the Loan portfolio, the Company analyzed the expected cash flows from this operation assuming lower collection rates than were assumed before the decision to liquidate. These lower collection rates reflect uncertainties (such as potentially higher employee turnover or reduced morale) in the servicing environment that may arise as a result of the decision to liquidate. The Company does not expect to record additional impairment expense unless the actual results are less than the forecast used by management in the impairment analysis, resulting in a net decrease in the present value of forecasted cash flows relative to the United Kingdom's net asset value. Refer to Notes to Consolidated Financial Statements -- Note 2 for further discussion on the impairment analysis in accordance with SFAS No. 144.

As a result of the Company's decision to stop Loan originations in the United Kingdom, the capital invested in the United Kingdom is being reinvested in the United States. As of June 30, 2003, the effective date of the Company's decision to stop Loan originations in the United Kingdom, the Company estimated future cash flows from the United Kingdom of approximately $50.9 million. Through September 30, 2003, approximately $11.2 million in cash flows have been repatriated. The Company expects that approximately 70% of the estimated cash flows will be recovered and reinvested in the United States within one year, 90% within two years, and the remainder within three years. In order to manage the foreign currency risk associated with the expected cash flows, the Company entered into a series of forward contracts to deliver British pounds sterling, representing approximately 90% of the total expected cash to be repatriated, to a commercial bank in exchange for United States dollars at an agreed upon rate through June 30, 2005.

Provision (Credit) for Income Taxes. The effective tax rate decreased to 21.5% for the three months ended September 30, 2003 from 28.3% for the same period in 2002. The effective tax rate increased to 33.1% for the nine months ended September 30, 2003 from 27.8% for the same period in 2002. The changes in the effective rate for the three and nine months ended September 30, 2003 were attributable to a restructuring of the legal entities within this business segment. This restructuring provides the United Kingdom business segment with a fixed dollar amount of tax benefit. The impact of this fixed benefit on the effective tax rates varies based upon (i) whether the business segment reports income or loss, and (ii) the amount of the income or loss. For the three months ended September 30, 2003, the restructuring tax benefit had a greater impact on the effective tax rate compared to the same period in 2002 due to the reduction in pre-tax income in 2003 compared to the same period in 2002. For the nine months ended September 30, 2003, since the business segment reported a pre-tax loss, the restructuring tax benefit increased the amount of the credit for income taxes, thereby increasing the effective tax rate.

Automobile Leasing

The Automobile Leasing segment consists of the Company's automobile leasing operations. This segment is being liquidated as the Company decided to stop originating leases in January 2002. The Company expects to liquidate substantially all of its investment in this operation during 2004.

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	THREE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Lease revenue	$ 1,251	66.3%	$ 3,614	91.8%
Other income	635	33.7	322	8.2
Total revenue	1,886	100.0	3,936	100.0
COSTS AND EXPENSES:				
General and administrative	162	8.5	399	10.1
Salaries and wages	250	13.3	334	8.5
Provision for credit losses	497	26.4	1,251	31.8
Depreciation of leased assets	853	45.2	2,251	57.2
Interest	266	14.1	396	10.1
Total costs and expenses	2,028	107.5	4,631	117.7
Operating loss	(142)	(7.5)	(695)	(17.7)
Foreign exchange gain (loss)	16	0.8	(10)	(0.2)
Loss before credit for income taxes	(126)	(6.7)	(705)	(17.9)
Credit for income taxes	(57)	(3.0)	(268)	(6.8)
Net loss	$ (69)	(3.7)%	$ (437)	(11.1)%

(Dollars in thousands)	NINE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	NINE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Lease revenue	$ 5,371	81.5%	$ 13,201	92.9%
Other income	1,221	18.5	1,006	7.1
Total revenue	6,592	100.0	14,207	100.0
COSTS AND EXPENSES:				
General and administrative	599	9.2	1,678	11.9
Salaries and wages	770	11.7	1,126	7.9
Sales and marketing	--	--	21	0.1
Provision for credit losses	1,690	25.6	4,100	28.9
Depreciation of leased assets	3,568	54.1	7,758	54.6
Interest	931	14.1	1,596	11.2
Total costs and expenses	7,558	114.7	16,279	114.6
Operating loss	(966)	(14.7)	(2,072)	(14.6)
Foreign exchange gain	74	1.2	2	--
Loss before credit for income taxes	(892)	(13.5)	(2,070)	(14.6)
Credit for income taxes	(353)	(5.3)	(777)	(5.5)
Net loss	$ (539)	(8.2)%	$ (1,293)	(9.1)%

Lease Revenue. Lease revenue decreased to $1.3 million and $5.4 million for the three and nine months ended September 30, 2003 from $3.6 million and $13.2 million for the same periods in 2002 primarily due to the Company's decision to stop originating automobile leases in January 2002.

Other Income. Other income, as a percent of revenue, increased to 33.7% and 18.5% for the three and nine months ended September 30, 2003 from 8.2% and 7.1% for the same periods in 2002 due to gains recognized on leases terminated before their maturity date increasing as lease revenue declined.

General and Administrative. General and administrative expenses, as a percent of revenue, decreased to 8.5% and 9.2% for the three and nine months ended September 30, 2003 from 10.1% and 11.9% for the same periods in 2002 primarily due to a decrease of $100,000 and $400,000, respectively, in the provision for uncollectible receivables from dealer-partners for ancillary product chargebacks on repossessed leased vehicles. For the nine months ended September 30, 2003, the decrease was also due to: (i) a reduction of $200,000 in third party lease servicing costs due to a reduction in the number of leases serviced and (ii) an

expense of $100,000 recorded in 2002 for the impairment of certain assets. The remaining decreases for the three and nine months ended September 30, 2003 reflect a general reduction in the amount of resources necessary to support the Automobile Leasing operations as a result of the Company's decision to stop originating automobile leases in January 2002.

Salaries and Wages. Salaries and wages, as a percent of revenue, increased to 13.3% and 11.7% for the three and nine months ended September 30, 2003 from 8.5% and 7.9% for the same periods in 2002 primarily due to servicing salaries and wages expenses declining at a slower rate than the decline in revenue producing leases.

Sales and Marketing. There were no sales and marketing expenses for the three and nine months ended September 30, 2003 due to discontinuing automobile lease originations in January 2002.

Provision for Credit Losses. The provision for credit losses, as a percent of lease revenue, increased to 39.7% and 31.5% for the three and nine months ended September 30, 2003 from 34.6% and 31.1% for the same period in 2002 primarily due to the frequency of lease repossessions declining at a slower rate than the decline in revenue producing leases. The Company will continue to evaluate the net asset value of the Automobile Leasing operation for impairment as required under SFAS No. 144 and will record additional impairment expense as necessary. As such, the Company does not expect to record a provision for lease losses in future periods.

Depreciation of Leased Assets. Depreciation of leased assets, including the amortization of initial direct lease costs and insurance costs paid to third parties, is recorded on a straight-line basis to the residual value of leased vehicles over their scheduled lease terms. Depreciation expense, as a percent of lease revenue, increased to 57.1% and 56.0% for the three and nine months ended September 30, 2003 from 51.3% and 48.4% for the same periods in 2002 primarily due to a reduction in the average residual value, as a percent of original lease value, in the lease portfolio. Amortization of initial direct lease costs and insurance costs paid to third parties, as a percent of lease revenue, remained relatively consistent at 11.1% and 10.5% for the three and nine months ended September 30, 2003 from 11.0% and 10.4% for the same periods in 2002.

Credit for Income Taxes. The effective tax rate increased to 45.2% and 39.6% for the three and nine months ended September 30, 2003 from 38.0% and 37.5% for the same periods in 2002. The changes in the effective tax rates did not have a material impact on the segment's financial results.

Other

The Other segment consists of the Company's Canadian retail automobile Loan operations and secured lines of credit and floorplan financing products. In June 2003, the Company decided to stop originating Loans in Canada. The Company is also reducing its investment in secured lines of credit and floorplan financing products.

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	THREE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 347	41.0%	$ 397	30.9%
Other income	500	59.0	887	69.1
Total revenue	847	100.0	1,284	100.0
COSTS AND EXPENSES:				
General and administrative	75	8.9	239	18.6
Salaries and wages	47	5.5	69	5.4
Sales and marketing	2	0.2	54	4.2
Provision for credit losses	691	81.6	1,362	106.1
Interest	136	16.1	225	17.5
Total costs and expenses	951	112.3	1,949	151.8
Income (loss) before provision (credit) for income taxes	(104)	(12.3)	(665)	(51.8)
Provision (credit) for income taxes	12	1.4	(247)	(19.2)
Net loss	$ (116)	(13.7)%	$ (418)	(32.6)%

(Dollars in thousands)	NINE MONTHS ENDED SEPTEMBER 30, 2003	% OF REVENUE	NINE MONTHS ENDED SEPTEMBER 30, 2002	% OF REVENUE
REVENUE:				
Finance charges	$ 1,166	51.0%	$ 1,288	32.3%
Other income	1,120	49.0	2,704	67.7
Total revenue	2,286	100.0	3,992	100.0
COSTS AND EXPENSES:				
General and administrative	260	11.4	700	17.5
Salaries and wages	195	8.5	199	5.0
Sales and marketing	62	2.7	203	5.1
Provision for credit losses	972	42.5	1,891	47.4
Interest	564	24.7	770	19.3
Total costs and expenses	2,053	89.8	3,763	94.3
Income before provision for income taxes	233	10.2	229	5.7
Provision for income taxes	173	7.6	93	2.3
Net income	$ 60	2.6%	$ 136	3.4%

Finance charges. Finance charges decreased to $300,000 and $1.2 million for the three and nine months ended September 30, 2003 from $400,000 and $1.3 million for the same periods in 2002. Finance charges decreased for the three and nine months ended September 30, 2003 primarily due to a decrease in the average size of the Canadian Loan portfolio due to a decline in Loan originations in Canada in 2003 and the Company's decision to stop Loan originations in Canada effective June 30, 2003. To a lesser extent, the decrease in finance charges was due to a reduction in the average annualized yield on the Company's Canadian Loan portfolio to 11.1% and 12.2% for the three and nine months ended September 30, 2003 from 11.7% and 12.7% for the same periods in 2002. The decrease was primarily due to an increase in the percent of non-accrual Loans to 24.5% as of September 30, 2003 from 20.5% as of the same period in 2002 due to a decline in Loan originations in 2003.

Other Income. Other income decreased to $500,000 and $1.1 million for the three and nine months ended September 30, 2003 from $900,000 and $2.7 million for the same periods in 2002. The decreases for the three and nine months ended September 30, 2003 are primarily due to decreases of $300,000 and $1.5 million, respectively, in revenue from secured lines of credit and floorplan financing offered to certain dealer-partners as the Company continues to reduce its investment in these products.

General and Administrative. General and administrative expenses decreased to $100,000 and $300,000 for the three and nine months ended September 30, 2003 from $200,000 and $700,000 for the same periods in 2002 due to a general reduction in the amount of resources necessary to support the Canadian operations as a result of the Company's decision to stop Loan originations in Canada effective June 30, 2003.

Salaries and Wages. Salaries and wages, as a percent of revenue, increased to 5.6% and 8.5% for the three and nine months ended September 30, 2003 from 5.4% and 5.0% for the same periods in 2002 primarily due to salaries and wages relating to the Company's floorplan and line of credit loan products remaining relatively constant as the income from these products declined as a result of the Company's decision to decrease its investment in these products.

Sales and Marketing. Sales and marketing expenses decreased to zero and $100,000 for the three and nine months ended September 30, 2003 from $100,000 and $200,000 for the same periods in 2002 due primarily to decreased sales commissions in the Canadian automobile Loan operations as a result of decreased unit volumes and the Company's decision to stop Loan originations in Canada effective June 30, 2003.

Provision for Credit Losses. The provision for credit losses decreased to $700,000 and $1.0 million for the three and nine months ended September 30, 2003 from $1.4 million and $1.9 million for the same periods in 2002. The provision for credit losses consists of four components: (i) a provision for earned but unpaid revenue on Loans which were transferred to non-accrual status during the period, (ii) a provision to reflect losses inherent in the Company's Loan portfolio, (iii) a provision for losses on secured line of credit loans, and (iv) a provision for floorplan loan losses. The decrease in the provision for credit losses for the three and nine months ended September 30, 2003 was primarily due to decreases of $1.2 million and $1.6 million, respectively, in the provision for floorplan loan losses as the Company continues to reduce its investment in this product. These decreases were partially offset by increases of $500,000 and $400,000 in the provision for secured line of credit loan losses for the three and nine months ended September 30, 2003.

Provision for Income Taxes. The effective tax rate decreased to 11.5% for the three months ended September 30, 2003 from 37.1% for the same period in 2002. While the business segment reported a loss for the three months ended September 30, 2003, the business segment did not report a credit for income taxes as a result of the provision for taxes on earnings of the Canadian operation, which has a higher effective rate than the businesses based in the United States, exceeding the amount of the credit for

taxes on losses reported on the secured line of credit and floorplan products. For the nine months ended September 30, 2003, the effective tax rate increased to 74.2% from 40.6% compared to the same period in 2002. The increase in the effective rate for the nine months ended September 30, 2003 compared to the same period in 2002 was due to losses reported in the floorplan and line of credit businesses in 2003. These businesses are based in the United States, and have a lower effective tax rate than the Canadian automobile Loan business. As a result, the tax benefit from losses incurred in these businesses does not fully offset taxes relating to profits earned in the Canadian operation, thereby increasing the effective tax rate for the business segment.

Year Ended December 31, 2002 Compared to Year Ended December 31, 2001

As a result of a Securities and Exchange Commission review of the Company's Form 10-K for the year ended December 31, 2002 and Form 10-Q for the period ended June 30, 2003, the Company is including the results of operations for its four business segments for the prior year in this Form 10-Q. The segment results include adjustments for SFAS No. 123, "Accounting for Stock-Based Compensation", as amended by SFAS No. 148, "Accounting for Stock-Based Compensation -- Transition and Disclosure". Refer to Notes to Consolidated Financial Statements - -- Note 11 for further discussion on the Company's adoption of the fair value recognition and measurement provisions of SFAS No. 123. The results of operations for the Company as a whole are attributable to changes described by segment in the discussion of the results of operations in the United States, United Kingdom, Automobile Leasing, and Other business segments.

United States

(Dollars in thousands)	YEAR ENDED DECEMBER 31, 2002	% OF REVENUE	YEAR ENDED DECEMBER 31, 2001	% OF REVENUE
REVENUE:				
Finance charges	$ 78,414	70.8%	$ 66,306	71.2%
Ancillary product income	13,183	11.9	10,221	11.0
Premiums earned	4,512	4.1	6,572	7.1
Other income	14,622	13.2	9,953	10.7
Total revenue	110,731	100.0	93,052	100.0
COSTS AND EXPENSES:				
General and administrative	19,185	17.4	13,537	14.5
Salaries and wages	23,745	21.4	19,989	21.5
Sales and marketing	6,522	5.9	6,226	6.7
Stock-based compensation expense	1,686	1.5	1,632	1.8
Provision for insurance and service contract claims	1,861	1.7	1,544	1.7
Provision for credit losses	11,749	10.6	2,720	2.9
Interest	5,408	4.9	7,721	8.3
Total costs and expenses	70,156	63.4	53,369	57.4
Operating income	40,575	36.6	39,683	42.6
Foreign exchange loss	(6)	--	(37)	--
Income before provision for income taxes	40,569	36.6	39,646	42.6
Provision for income taxes	16,779	15.1	16,584	17.8
Net income	$ 23,790	21.5%	$ 23,062	24.8%

Year Ended December 31, 2002 Compared to Year Ended December 31, 2001

Finance Charges. Finance charges increased to $78.4 million in 2002 from $66.3 million in 2001 primarily due to an increase in the average size of the Loan portfolio due to an increase in Loan originations in 2001. This increase was partially offset by a reduction in the average annualized yield on the Company's Loan portfolio to 12.5% in 2002 from 12.8% in 2001. The decrease in the average yield was primarily due to an increase in the percent of non-accrual Loans to 21.9% as of December 31, 2002 from 18.6% for the same period in 2001 due primarily to a reduction in Loan originations in 2002.

Ancillary Product Income. Ancillary product income increased to $13.2 million in 2002 from $10.2 million in 2001 primarily due to increases in: (i) penetration rates on third party service contract products offered by dealer-partners and (ii) the average amount earned per service contract in 2002 compared to 2001.

Premiums Earned. Premiums earned decreased to $4.5 million in 2002 from $6.6 million in 2001 primarily due to a decrease in penetration rates on the Company's in-house service contract product in 2002 and 2001.

Other Income. Other income increased to $14.6 million in 2002 from $10.0 million in 2001 primarily due to: (i) interest income of $4.8 million from the Internal Revenue Service received in connection with a change in tax accounting methods that affected the characterization and timing of revenue recognition for tax purposes and (ii) an increase of $1.2 million in monthly fees paid by dealer-partners for the use of the Company's Internet origination system. These increases were partially offset by the one-time gain of $1.1 million in 2001 to record the exercise of a clean-up call relating to the July 1998 securitization of advance receivables.

General and Administrative. General and administrative expenses increased to $19.2 million in 2002 from $13.5 million in 2001 due to: (i) the reversal in 2001 of Michigan single business taxes of $4.7 million, which were paid from 1993 to 2000, resulting from a re-characterization of the Company's revenue as a result of an Internal Revenue Service examination. This reversal of Michigan single business taxes was partially offset by an increase in state income taxes (see "Provision for Income Taxes"). The increase was also due to losses of $1.4 million on the disposal of computer hardware in 2002.

Salaries and Wages. Salaries and wages increased to $23.7 million in 2002 from $20.0 million in 2001 primarily due to an increase of $2.9 million resulting primarily from increased spending on corporate support areas such as Information Systems, Finance, and a Six Sigma initiative.

Sales and Marketing. Sales and marketing expenses increased to $6.5 million in 2002 from $6.2 million in 2001 as a result of expense associated with a direct mail lead generation services product provided to dealer-partners and an increase in the average sales commission per Loan originated.

Stock-based Compensation Expense. Stock-based compensation expense remained relatively consistent at $1.7 million in 2002 compared to $1.6 million in 2001.

Provision for Insurance and Service Contract Claims. The provision for insurance and service contract claims, as a percent of premiums earned, increased to 41.2% in 2002 from 23.5% in 2001 due to an increase in the percent of total claims paid relating to the Company's credit life and accident and health products, which have a lower ratio of claims paid to premiums earned than the Company's service contract product.

Provision for Credit Losses. The provision for credit losses increased to $11.7 million in 2002 from $2.7 million in 2001. The provision for credit losses consists of three components: (i) a provision for earned but unpaid revenue on Loans which were transferred to non-accrual status during the period, (ii) a provision to reflect losses inherent in the Company's Loan portfolio, and (iii) a provision for losses on notes receivable. The increase in the provision for credit losses for the year ended December 31, 2002 compared to the year ended December 31, 2001 was primarily due to increases of: (i) $6.1 million in the provision for losses inherent in the Company's Loan portfolio due to higher losses in 2002 as a result of a difficult conversion to a new collection system (see Part I, Item 2 "--General"); and (ii) $2.6 million in the provision for earned but unpaid revenue due to an increase in the percent of non-accrual Loans to 21.9% as of December 31, 2002 from 18.6% for the same period in 2001.

Provision for Income Taxes. The effective tax rate remained relatively consistent at 41.4% in 2002 compared to 41.8% in 2001. The effective tax rate in 2002 includes an 8.9% increase in the effective tax rate resulting from expense of $3.6 million recorded in 2002 for estimated taxes due upon repatriation of prior years' earnings in the United Kingdom, partially offset by a 2.6% decrease related to a reversal of expense in 2002 due to a change in estimate of state income tax owed. The effective tax rate in 2001 includes a 6.8% increase in the effective tax rate resulting from a $2.7 million change in estimate of state income tax owed.

United Kingdom

(Dollars in thousands)	YEAR ENDED DECEMBER 31, 2002	% OF REVENUE	YEAR ENDED DECEMBER 31, 2001	% OF REVENUE
REVENUE:				
Finance charges	$ 17,671	83.7%	$ 21,802	88.6%
Ancillary product income	3,254	15.4	2,670	10.8
Other income	195	0.9	140	0.6
Total revenue	21,120	100.0	24,612	100.0
COSTS AND EXPENSES:				
General and administrative	2,509	11.9	2,838	11.6
Salaries and wages	3,620	17.1	4,904	19.9
Sales and marketing	849	4.0	922	3.7
Stock-based compensation expense	386	1.8	123	0.5
Provision for credit losses	4,489	21.3	3,399	13.8
Interest	647	3.1	2,196	8.9
Total costs and expenses	12,500	59.2	14,382	58.4
Operating income	8,620	40.8	10,230	41.6
Foreign exchange gain	5	--	-	--
Income before provision for income taxes	8,625	40.8	10,230	41.6
Provision for income taxes	2,343	11.1	3,020	12.3
Net income	$ 6,282	29.7%	$ 7,210	29.3%

Year Ended December 31, 2002 Compared to Year Ended December 31, 2001

Finance Charges. Finance charges decreased to $17.7 million in 2002 from $21.8 million in 2001 primarily as the result of decreases in: (i) the average size of the Loan portfolio due to a decrease in Loan originations in 2002 and (ii) the average annualized yield on the Company's Loan portfolio to 12.7% in 2002 from 13.6% in 2001. The decrease in the average yield was primarily due to an increase in the percent of non-accrual Loans to 31.3% as of December 31, 2002 from 22.4% for the same period in 2001 due to a reduction in Loan originations in 2002. Loan originations decreased in 2002 to $43.3 million from $122.8 million in 2001 as the result of the Company decreasing the amount advanced to dealer-partners and discontinuing its relationship with certain dealer-partners whose business did not meet the Company's return on capital objectives.

Ancillary Product Income. Ancillary product income increased to $3.3 million in 2002 from $2.7 million in 2001 primarily due to a change in revenue recognition, which increased revenue by $1.5 million. This change was the result of a complete review of the Company's revenue recognition policies, which determined that, while conservative, the policies relative to ancillary product revenue recognition in the United Kingdom were inconsistent with those employed in the United States. Therefore, the Company adopted the accounting treatment that was appropriate and consistent with the policies employed in the United States. This increase in income resulting from the change in revenue recognition was partially offset by a $300,000 decrease in revenue under a profit sharing agreement with an insurance provider.

Other Income. Other income remained relatively consistent in 2002 and 2001.

General and Administrative. General and administrative expenses decreased to $2.5 million in 2002 from $2.8 million in 2001 as a result of accounting and legal expenses incurred in 2001 related to the restructuring of legal entities within this business segment. Salaries and Wages. Salaries and wages decreased to $3.6 million in 2002 from $4.9 million in 2001 primarily due to executive severance agreement expenses of $700,000 incurred in 2001 and a reduction in staffing levels in 2002.

Sales and Marketing. Sales and marketing expenses remained relatively consistent at $800,000 in 2002 compared to $900,000 in 2001.

Stock-based Compensation Expense. Stock-based compensation expense increased to $400,000 in 2002 from $100,000 in 2001 due to an increase in the number of stock options outstanding as a result of stock options granted during the second half of 2001 and in 2002.

Provision for Credit Losses. Provision for credit losses increased to $4.5 million in 2002 from $3.4 million in 2001. The provision for credit losses consists of two components: (i) a provision for earned but unpaid revenue on Loans that were transferred to non-accrual status during the period; and (ii) a provision to reflect losses inherent in the Company's Loan portfolio. The increase was primarily due to an increase of $1.4 million in the provision for losses inherent in the Company's Loan portfolio due to a decline in credit quality of Loans originated in 2001, partially offset by a decrease of $300,000 in the provision for earned but unpaid revenue. As a result of the decline in credit quality of Loans originated in 2001, the Company stopped originating Loans in Ireland and decreased the amount advanced to dealer-partners in the United Kingdom.

Provision for Income Taxes. The effective tax rate decreased to 27.2% in 2002 from 29.5% in 2001. The reduction in the effective rate in 2002 was attributable to a restructuring of the legal entities within this business segment. This restructuring provides the United Kingdom business segment with a fixed dollar amount of tax benefit. The impact of this fixed benefit on the

effective tax rates varies based upon: (i) whether the business segment reports income or loss and (ii) the amount of the income or loss. For the year ended December 31, 2002, the decrease in the effective tax rate was due to the reduction in pre-tax income in 2002.

Automobile Leasing

(Dollars in thousands)	YEAR ENDED DECEMBER 31, 2002	% OF REVENUE	YEAR ENDED DECEMBER 31, 2001	% OF REVENUE
REVENUE:				
Lease revenue	$ 16,101	92.6 %	$ 21,853	94.2 %
Other income	1,279	7.4	1,339	5.8
Total revenue	17,380	100.0	23,192	100.0
COSTS AND EXPENSES:				
General and administrative	2,048	11.9	3,195	13.9
Salaries and wages	1,409	8.1	1,827	7.9
Sales and marketing	23	0.1	288	1.2
Provision for credit losses	5,134	29.5	6,126	26.4
Depreciation of leased assets	9,669	55.6	12,485	53.8
Interest	1,992	11.5	3,365	14.5
Total costs and expenses	20,275	116.7	27,286	117.7
Operating loss	(2,895)	(16.7)	(4,094)	(17.7)
Foreign exchange gain (loss)	1	-	(5)	-
Loss before provision for income taxes	(2,894)	(16.7)	(4,099)	(17.7)
Credit for income taxes	(1,070)	(6.2)	(1,465)	(6.3)
Net loss	$ (1,824)	(10.5)%	$ (2,634)	(11.4)%

Year Ended December 31, 2002 Compared to Year Ended December 31, 2001

Lease Revenue. Lease revenue decreased to $16.1 million in 2002 from $21.9 million in 2001 primarily due to the decrease in the dollar value of the Company's lease portfolio. This decrease was the result of the Company's decision to stop originating automobile leases in the first quarter of 2002.

Other Income. Other income remained relatively consistent in 2002 and 2001.

General and Administrative. General and administrative expenses, as a percentage of revenue, decreased to 11.9% in 2002 from 13.9% in 2001 due primarily to expense of $725,000 for the impairment of certain assets recorded in 2001 relating to the Company's decision to stop new lease originations.

Salaries and Wages. Salaries and wages, as percentage of revenue, increased to 8.1% for 2002 from 7.9% in 2001 primarily due to servicing salaries and wages declining at a slower rate than the decline in revenue producing leases.

Sales and Marketing. Sales and marketing expenses decreased to a negligible amount in 2002 from $300,000 in 2001 due to discontinuing automobile lease originations in the first quarter of 2002.

Provision for Credit Losses. Provision for credit losses decreased to $5.1 million in 2002 from $6.1 million in 2001 primarily due to a decrease in the dollar value of the Company's lease portfolio.

Depreciation of Leased Assets. Depreciation of leased assets, including the amortization of initial direct lease costs and insurance costs paid to third parties, is recorded on a straight-line basis to the residual value of leased vehicles over their scheduled lease terms. Depreciation expense, as a percent of lease revenue, increased to 49.4% in 2002 from 46.2% in 2001 primarily due to a reduction in the average residual value, as a percent of original lease value, in the lease portfolio. Amortization of initial direct lease costs and insurance costs paid to third parties, as a percent of lease revenue, remained relatively consistent at 10.6% in 2002 from 10.9% in 2001.

Credit for Income Taxes. The effective tax rate increased to 37.0% in 2002 from 35.7% in 2001. The change in the effective tax rates did not have a material impact on the segment's financial results.

Other

(Dollars in thousands)	YEAR ENDED DECEMBER 31, 2002	% OF REVENUE	YEAR ENDED DECEMBER 31, 2001	% OF REVENUE
REVENUE:				
Finance charges	$ 1,659	32.5 %	$ 2,061	31.8 %
Other income	3,444	67.5	4,412	68.2
Total revenue	5,103	100.0	6,473	100.0
COSTS AND EXPENSES:				
General and administrative	804	15.7	1,355	21.0
Salaries and wages	268	5.3	450	7.0
Sales and marketing	229	4.5	249	3.8
Provision for credit losses	2,563	50.2	1,789	27.6
Interest	1,011	19.8	1,406	21.7
Total costs and expenses	4,875	95.5	5,249	81.1
Income before provision for income taxes	228	4.5	1,224	18.9
Provision for income taxes	106	2.1	447	6.9
Net income	$ 122	2.4	$ 777	12.0

Year Ended December 31, 2002 Compared to Year Ended December 31, 2001

Finance charges. Finance charges decreased to $1.7 in 2002 from $2.1 in 2001 primarily due to an decrease in the average size of the Canadian Loan portfolio due to a decrease in Loan originations in Canada in 2002. To a lesser extent, the decrease in finance charges was due to a reduction in the average annualized yield on the Company's Canadian Loan portfolio to 12.4% in 2002 from 14.7% in 2001. The decrease in the average yield was primarily due to an increase in the percent of non-accrual Loans to 21.4% as of December 31, 2002 from 16.9% as of the same period in 2001 due to a decline in Loan originations in 2002.

Other Income. Other income decreased to $3.4 million in 2002 from $4.4 million in 2001 primarily due to a decrease of $1.0 million in revenue from secured lines of credit and floorplan financing offered to certain dealer-partners due to a reduction in the amount of capital invested in these products.

General and Administrative. General and administrative expenses decreased to $800,000 in 2002 from $1.4 million in 2001 due to a general reduction in the amount of resources necessary to support the Canadian operations.

Salaries and Wages. Salaries and wages, as a percent of revenue, decreased to 5.3% in 2002 from 7.0% in 2001 primarily due to a reduction in salaries and wages relating to the Company's floorplan and line of credit loan products, as well as a reduction in the amount of resources necessary to support the Canadian operations.

Sales and Marketing. Sales and marketing expenses remained relatively consistent in 2002 and 2001.

Provision for Credit Losses. The provision for credit losses increased to $2.6 million in 2002 from $1.8 million in 2001. The provision for credit losses consists of four components: (i) a provision for earned but unpaid revenue on Loans which were transferred to non-accrual status during the period, (ii) a provision to reflect losses inherent in the Company's Loan portfolio, (iii) a provision for losses on secured line of credit loans, and (iv) a provision for floorplan loan losses. The increase in the provision for credit losses in 2002 was primarily due to an increase of $800,000 in the provision for floorplan and secured line of credit loan losses in 2002.

Provision for Income Taxes. The effective tax rate increased to 46.5% in 2002 from 36.5% in 2001. The increase in the effective rate was due to losses reported in the floorplan business in 2002. This business is based in the United States, and has a lower effective tax rate than the Canadian automobile Loan business. As a result, the tax benefit from losses incurred in these businesses does not fully offset taxes relating to profits earned in the Canadian operation, thereby increasing the effective tax rate for the business segment.

AVERAGE CAPITAL ANALYSIS

The following presentation of financial results and subsequent analysis is based on analyzing the income statement as a percent of capital invested. This information provides an additional perspective on the financial performance of the Company in addition to the presentation of the Company's results as a percent of revenue. The Company believes this information provides a useful measurement of how effectively the Company is utilizing its capital.

Consolidated (Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30, 2003	% OF AVERAGE CAPITAL (1)	THREE MONTHS ENDED SEPTEMBER 30, 2002	% OF AVERAGE CAPITAL (1)
REVENUE:				
Finance charges	$ 25,770	23.0 %	$ 24,018	20.6 %
Lease revenue	1,251	1.1	3,614	3.1
Ancillary product income	4,369	3.9	5,500	4.7
Premiums earned	734	0.7	1,001	0.9
Other income	3,738	3.3	8,535	7.3
Total revenue	35,862	32.0	42,668	36.6
COSTS AND EXPENSES:				
General and administrative	4,679	4.2	5,789	5.0
Salaries and wages	7,879	7.0	7,184	6.2
Sales and marketing	1,886	1.7	1,954	1.7
Stock-based compensation expense	1,027	0.9	535	0.5
Provision for insurance and service contract claims	329	0.3	590	0.5
Provision for credit losses	2,303	2.1	8,896	7.6
Depreciation of leased assets	853	0.8	2,251	1.9
Interest	2,267	2.0	2,364	2.0
Total costs and expenses	21,223	19.0	29,563	25.4
Operating income	14,639	13.0	13,105	11.2
Foreign exchange loss	(1,066)	(0.9)	(25)	-
Income before provision for income taxes	13,573	12.1	13,080	11.2
Provision for income taxes	4,755	4.2	4,468	3.8
Net income	$ 8,818	7.9 %	$ 8,612	7.4 %
Average capital (1)	$ 448,913		$ 466,763	

(Dollars in thousands)	NINE MONTHS ENDED SEPTEMBER 30, 2003	% OF AVERAGE CAPITAL (1)	NINE MONTHS ENDED SEPTEMBER 30, 2002	% OF AVERAGE CAPITAL (1)
REVENUE:				
Finance charges	$ 76,457	22.7%	$ 74,425	20.8%
Lease revenue	5,371	1.6	13,201	3.7
Ancillary product income	14,335	4.3	12,919	3.6
Premiums earned	2,246	0.7	3,495	1.0
Other income	10,354	3.1	16,075	4.5
Total revenue	108,763	32.5	120,115	33.6
COSTS AND EXPENSES:				
General and administrative	15,361	4.5	17,889	4.9
Salaries and wages	25,083	7.5	22,136	6.2
Sales and marketing	6,546	2.0	5,544	1.6
Stock-based compensation expense	2,830	0.8	1,582	0.4
Provision for insurance and service contract claims	637	0.2	1,723	0.5
Provision for credit losses	9,354	2.8	15,973	4.5
Depreciation of leased assets	3,568	1.1	7,758	2.2
United Kingdom asset impairment expense	10,493	3.1	-	-
Interest	5,264	1.6	7,126	2.0
Total costs and expenses	79,136	23.6	79,731	22.3
Operating income	29,627	8.8	40,384	11.3
Foreign exchange gain (loss)	(1,037)	(0.3)	2	-
Income before provision for income taxes	28,590	8.5	40,386	11.3
Provision for income taxes	10,171	3.0	17,111	4.8
Net income	$ 18,419	5.5%	$ 23,275	6.5%
Average capital (1)	$ 447,214		$ 476,081	

(1) Average capital is equal to the average amount of debt and equity during the period in accordance with generally accepted accounting principles in the United States of America ("GAAP"). The calculation of average capital follows:

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Average debt	$109,204	$152,986	$111,927	$172,512
Average shareholders' equity	339,709	313,777	335,287	303,569
Average capital	$448,913	$466,763	$447,214	$476,081

RETURN ON CAPITAL ANALYSIS

Return on capital is equal to net operating profit after-tax (net income plus interest expense after-tax) divided by average capital as follows:

(Dollars in thousands)	THREE MONTHS ENDED SEPTEMBER 30,		NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
Net income	$ 8,818	$ 8,612	$ 18,419	$ 23,275
Interest expense	$ 2,267	$ 2,364	$ 5,264	$ 7,126
Tax rate	65.0%	65.2%	65.0%	65.5%
Interest expense after-tax	$ 1,474	$ 1,541	$ 3,422	$ 4,664
Net operating profit after-tax	$ 10,292	$ 10,153	$ 21,841	$ 27,939
Average capital	$448,913	$466,763	$447,214	$476,081
Return on capital	9.2%	8.7%	6.5%	7.8%

The Company's return on capital increased to 9.2% for the three months ended September 30, 2003 from 8.7% for the same period in 2002. The increase in the

return on capital was due to an increase in the return on capital in the United States and an increase in the percent of total capital invested in the United States to 87.9% in 2003 from 74.8% in 2002. Partially offsetting the increase in the return on capital in the United States was a decrease in the return on capital in the United Kingdom. The increase in the return on capital in the United States was due to: (i) a decrease in provision for credit losses due to a decrease in the provision for losses inherent in the Company's Loan portfolio and (ii) an increase in finance charges, as a percent of average

capital, due to a reduction in the amount advanced to dealer-partners as a percent of the gross Loan amount. This increase in return on capital was partially offset by: (i) a decrease in other income, as a percent of average capital, due to interest income from the Internal Revenue Service received in 2002 in connection with a change in tax accounting methods that affected the characterization and timing of revenue recognition for tax purposes and (ii) an increase in foreign exchange loss as a result of the Company recognizing the fair value of forward contracts entered into to manage foreign currency risk associated with the cash flows anticipated from the exit of the United Kingdom operation.

The Company's return on capital decreased to 6.5% for the nine months ended September 30, 2003 from 7.8% for the same period in 2002. The decrease in return on capital was primarily due to a reduction in the return on capital in the United Kingdom, partially offset by an increase in return on capital in the United States and an increase in the percent of total capital invested in the United States to 84.4% in 2003 from 73.4% in 2002. The decrease in the return on capital in the United Kingdom was primarily a result of the $7,238,000 after-tax adjustment for asset impairment and accrued expenses related to the Company's decision to stop originating Loans in the United Kingdom effective June 30, 2003. This adjustment decreased the Company's reported return on capital by 2.2% for the nine months ended September 30, 2003.

The increase in the return on capital in the United States was due to: (i) an increase in finance charges as a percent of average capital due to a reduction in the amount advanced to dealer-partners as a percent of the gross Loan amount, (ii) a decrease in the provision for income taxes for two tax related adjustments in 2002 and (iii) an increase in ancillary product income, which is recognized upon the sale of the ancillary product. Ancillary product income, as a percent of average capital, increased as a result of Loan originations increasing at a faster rate than average capital in the United States. This increase in return on capital was partially offset by: (i) a decrease in other income, as a percent of average capital, due to interest income from the Internal Revenue Service received in 2002 in connection with a change in tax accounting methods that affected the characterization and timing of revenue recognition for tax purposes and (ii) an increase in foreign exchange loss as a result of the Company recognizing the fair value of forward contracts entered into to manage foreign currency risk associated with the cash flows anticipated from the exit of the United Kingdom operation.

ECONOMIC PROFIT

Economic profit represents net operating profit after-tax less an imputed cost of equity. Economic profit measures how efficiently the Company utilizes its total capital, both debt and equity. To consider the cost of both debt and equity, the Company's calculation of economic profit deducts from net income as determined under GAAP a cost of equity equal to 10% of average equity, which approximates the S&P 500's rate of return since 1965. Management uses economic profit to assess the Company's performance and the amount of value created for shareholders as well as to make capital allocation decisions. Management believes this information is important to shareholders because it allows shareholders to compare the returns earned by the Company investing capital in its core business with the return they could expect if the Company returned capital to shareholders and they invested in other securities. The Company generated an economic profit of $325,000, or $0.01 per diluted share, for the three months ended September 30, 2003 compared to $768,000, or $0.02 per diluted share, for the same period in 2002. The Company generated an economic loss of ($6,728,000), or ($0.16) per diluted share, for the nine months ended September 30, 2003 compared to an economic profit of $507,000, or $0.01 per diluted share, for the same period in 2002.

The following table presents the calculation of the Company's economic profit (loss) for the periods indicated (dollars in thousands, except per share data):

	FOR THE THREE MONTHS ENDED SEPTEMBER 30,		FOR THE NINE MONTHS ENDED SEPTEMBER 30,	
	2003	2002	2003	2002
ECONOMIC PROFIT (LOSS)				
Net income (1)	$ 8,818	$ 8,612	$ 18,419	$ 23,275
Imputed cost of equity at 10% (2)	(8,493)	(7,844)	(25,147)	(22,768)
Total economic profit (loss)	$ 325	$ 768	$ (6,728)	$ 507
Diluted weighted average shares outstanding	43,959,924	43,122,046	43,247,518	43,517,380
Economic profit (loss) per share (3)	$ 0.01	$ 0.02	$ (0.16)	$ 0.01

(1) Consolidated net income from the Consolidated Statement of Income. See "Item 1. Consolidated Financial Statements."

(2) Cost of equity is equal to 10% (on an annual basis) of total average shareholders' equity, which was $339,709,000 and $335,287,000 for the three and nine months ended September 30, 2003, respectively, and $313,777,000 and $303,569,000 for the same periods in 2002, respectively, calculated as described in the Average Capital Analysis.

(3) Economic profit (loss) per share equals the economic profit (loss) divided by the weighted average number of shares outstanding.

CRITICAL ACCOUNTING POLICIES

The Company's consolidated financial statements are prepared in accordance with GAAP. The preparation of these financial statements requires the Company to make estimates and judgments that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. On an on-going basis, the Company evaluates its estimates, including those related to the Allowance for credit losses, including the allowance for earned but unpaid revenue on Loans which were transferred to non-accrual status and the allowance for losses inherent in the Company's Loan portfolio. Item 7 of the Company's Annual Report on Form 10-K discusses several critical accounting policies, which the Company believes involve a high degree of judgment and complexity. There have been no material changes to the estimates and judgments associated with these accounting policies during the three and nine months ended September 30, 2003 other than the stock-based compensation policy described below.

Stock-based compensation expense. Effective June 30, 2003, the Company adopted the fair value recognition and measurement provisions of SFAS No. 123, "Accounting for Stock-Based Compensation", as amended by SFAS No. 148, "Accounting for Stock-Based Compensation -- Transition and Disclosure" for stock-based employee compensation. Under the retroactive restatement transition method selected by the Company described in SFAS No. 148, the Company restated all prior periods to reflect the stock-based compensation expense that would have been recognized had the recognition provisions of SFAS No. 123 been applied to all awards granted to employees or directors after January 1, 1995. In adopting this accounting method, the Company made valuation assumptions in order to calculate the fair value of options granted. These assumptions are estimated on the date of grant using the Black-Scholes option-pricing model. The use of different estimates or assumptions could produce materially different financial results.

LIQUIDITY AND CAPITAL RESOURCES

The Company's primary sources of capital are cash flows from operating activities, collections on Loans receivable and borrowings under the Company's credit agreements and secured financings. The Company's principal need for capital has been to fund cash advances made to dealer-partners in connection with the acceptance of Loans and for the payment of dealer holdbacks to dealer-partners who have repaid their advance balances.

The Company's cash flow requirements are dependent on future levels of Loan originations. In the three and nine months ended September 30, 2003, the Company experienced increases in Loan originations compared to the same periods in 2002 primarily due to increases in the number of active dealer-partners and Loans per active dealer-partner. The Company expects Loan originations to increase in future periods and, to the extent this trend does continue, the Company will experience an increase in its need for capital.

The Company currently finances its operations through: (i) a bank line of credit facility; (ii) secured financings; (iii) a mortgage loan; and (iv) capital lease obligations.

Line of Credit Facility -- At September 30, 2003, the Company had a $135.0 million credit agreement with a commercial bank syndicate. The facility has a commitment period through June 9, 2005. The agreement provides that, at the Company's discretion, interest is payable at either the eurodollar rate plus 140 basis points, or at the prime rate (4.0% as of September 30, 2003). The eurodollar borrowings may be fixed for periods of up to six months. Borrowings under the credit agreement are subject to a borrowing base limitation equal to 65% of advances to dealer-partners and leased vehicles (as reflected in the consolidated financial statements and related notes), less a hedging reserve (not exceeding $1.0 million), the amount of letters of credit issued under the line of credit, and the amount of other debt secured by the collateral which secures the line of credit. Currently, the borrowing base limitation does not inhibit the Company's borrowing ability under the line of credit. The credit agreement has certain restrictive covenants, including a minimum required ratio of the Company's assets to debt, its liabilities to tangible net worth, and its earnings before interest, taxes and non-cash expenses to fixed charges. Additionally, the agreement requires that the Company maintain a specified minimum level of net worth. Borrowings under the credit agreement are secured by a lien on most of the Company's assets. The Company must pay annual and quarterly fees on the amount of the commitment. As of September 30, 2003, there were no borrowings outstanding under this facility.

Secured Financing -- In the second quarter of 2003, the Company's wholly-owned subsidiary, Credit Acceptance Funding LLC 2003-1 ("Funding 2003-1"), completed a secured financing transaction, in which Funding 2003-1 received $100.0 million in financing. In connection with this transaction, the Company conveyed, for cash and the sole membership interest in Funding 2003-1, dealer-partner advances having a carrying amount of approximately $134.0 million to Funding 2003-1, which, in turn, conveyed the advances to a trust, which issued $100 million in notes to qualified institutional investors. A financial insurance policy was issued in connection with the transaction by Radian Asset Assurance. The policy guarantees the timely payment of interest and ultimate repayment of principal on the final scheduled distribution date. The notes are rated "AA" by Standard &

Poor's Rating Services. The proceeds of the conveyance to Funding 2003-1 were used by the Company to reduce outstanding borrowings under the Company's credit facility. Until December 15, 2003, the Company and Funding 2003-1 will receive additional proceeds from the transaction by having the Company convey additional dealer-partner advances to Funding 2003-1 that will then be conveyed by Funding 2003-1 to the trust and used by the trust as collateral to support additional borrowings. As of September 30, 2003, additional dealer-partner advances having a carrying amount of approximately $16.7 million have been conveyed by the Company after the completion of the initial funding. After December 15, 2003, the debt outstanding under the facility will begin to amortize. The total expected term of the facility is 16 months. The secured financing creates loans for which the trust is liable and which are secured by security interests in all assets of the trust and of Funding 2003-1. Such loans are non-recourse to the Company, even though the trust, Funding 2003-1 and the Company are consolidated for financial reporting purposes. The notes bear interest at a fixed rate of 2.77%. The expected annualized cost of the secured financing, including underwriters fees, the insurance premium and other costs is approximately 6.8%. As Funding 2003-1 is organized as a separate legal entity from the Company, assets of Funding 2003-1 (including the conveyed dealer-partner advances) will not be available to satisfy the general obligations of the Company. The Company receives a monthly servicing fee paid out of collections equal to 6% of the collections received with respect to the conveyed dealer-partner advances and related Loans. Except for the servicing fee and payments due to dealer-partners, the Company does not receive, or have any rights in, any portion of such collections until the trust's underlying indebtedness is paid in full, either through collections or through a prepayment of the indebtedness. Thereafter, remaining collections would be paid over to Funding 2003-1 as the sole beneficiary of the trust where they would be available to be distributed to the Company as the sole member of Funding 2003-1, or the Company may choose to cause Funding 2003-1 to repurchase the remaining dealer-partner advances from the trust and then dissolve, whereby the Company would become the owner of such remaining collections.

In the third quarter of 2003, the Company's wholly-owned subsidiary, CAC Warehouse Funding Corp. II ("Warehouse Funding"), completed a revolving secured financing transaction with an institutional investor, in which Warehouse Funding may receive up to $100.0 million in financing when the Company conveys dealer-partner advances to Warehouse Funding for equity in Warehouse Funding. Warehouse Funding will in turn pledge the dealer-partner advances as collateral to the institutional investor to secure loans that will fund the cash portion of the purchase price of the dealer-partner advances. No dealer-partner advances were contributed and no financing proceeds were received at the time of closing. This revolving facility allows conveyances of dealer-partner advances by the Company and related borrowing by Warehouse Funding in which Warehouse Funding will receive 70% of the net book value of the contributed dealer-partner advances up to the $100.0 million facility limit. The facility has a commitment period through September 28, 2004. Provided that the commitment is renewed, there is a requirement that any amounts outstanding under the facility be refinanced, and the facility paid to zero, by December 23, 2003 or the transaction will cease to revolve, will amortize as collections are received and, at the option of the institutional investor, may be the subject of acceleration and foreclosure. Upon completion of the refinancing and pay down, the full facility will again be available to Warehouse Funding. Although Warehouse Funding will be liable for any secured financing under the facility, the loans will be non-recourse to the Company, even though Warehouse Funding and the Company are consolidated for financial reporting purposes. Such loans will bear interest at a floating rate equal to the commercial paper rate plus 65 basis points with a maximum rate limited by an interest rate cap agreement, which will be executed prior to the time the Company draws on the facility. As Warehouse Funding is organized as a separate special purpose legal entity from the Company, assets of Warehouse Funding (including the conveyed dealer-partner advances) will not be available to satisfy the general obligations of the Company. All the assets of Warehouse Funding have been encumbered to secure Warehouse Funding's obligations to its creditors. The Company receives a monthly servicing fee paid out of collections equal to 6% of the collections received with respect to the conveyed dealer-partner advances and related Loans. Except for the servicing fee and payments due to dealer-partners, the Company does not receive, or have any rights in, any portion of such collections until Warehouse Funding's underlying indebtedness is paid in full either through collections or through a prepayment of the indebtedness.

The Company has completed a total of ten secured financing transactions, eight of which have been repaid in full. Information about the currently outstanding secured financing transactions is as follows (dollars in thousands):

Issue Number	Close Date	Facility Limit	Secured Financing Balance at September 30, 2003	Secured Dealer Advance Balance at September 30, 2003	Balance as Percent of Original Balance
2003-1	June 2003	$100,000	$100,000 *	$134,599	100%
2003-2	September 2003	$100,000 **	-	-	-

* Bears a fixed interest rate of 2.77% and is anticipated to fully amortize within 13 months.

** Revolving facility which allows the Company to receive proceeds up to the facility limit until the maturity of the facility.

Mortgage Loan -- The Company has a mortgage loan from a commercial bank that is secured by a first mortgage lien on the Company's headquarters building and an assignment of all leases, rents, revenues and profits under all present and future leases of the building. The loan matures on May 1, 2004, bearing interest at a fixed rate of 7.07%, and requires monthly payments of $99,582 and a balloon payment at maturity for the balance of the loan. The Company believes that the monthly payments under the mortgage loan can be made from cash resources available to the Company and that the balloon payment will be refinanced at the time it is due.

Capital Lease Obligations -- As of September 30, 2003, the Company has twelve capital lease obligations outstanding related to various computer equipment, with monthly payments totaling $82,598. These capital lease obligations bear interest at rates ranging from 4.45% to 9.22% and have maturity dates between June 2004 and March 2006. The Company believes that capital lease obligation payments can be made from cash resources available to the Company at the time such payments are due.

The Company's total balance sheet indebtedness decreased to $106.9 million at September 30, 2003 from $109.8 million at December 31, 2002. In addition to the balance sheet indebtedness as of September 30, 2003, the Company also has contractual obligations resulting in future minimum payments under operating leases.

A summary of the total future contractual obligations requiring repayments is as follows (in thousands):

	PERIOD OF REPAYMENT			
CONTRACTUAL OBLIGATIONS	LESS THAN 1 YEAR	1-3 YEARS	GREATER THAN 3 YEARS	TOTAL
Secured financing	$ 92,308	$ 7,692	$ -	$100,000
Mortgage loan	5,618	-	-	5,618
Capital lease obligations	780	478	-	1,258
Non-cancelable operating lease obligations	295	448	224	967
Total contractual cash obligations	$ 99,001	$ 8,618	$ 224	$107,843

Liquidation of Non-Core Businesses -- As a result of the decision in the second quarter to stop Loan originations in the United Kingdom and Canada and the decision to stop lease originations in early 2002, the Company expects to receive approximately $49.7 million from the liquidation of its United Kingdom, Canadian, and Automobile Leasing businesses. Detail of expected future net liquidation proceeds follows:

(Dollars in thousands)	AS OF SEPTEMBER 30, 2003
United Kingdom	$ 39,500
Canada	6,000
Automobile Leasing	4,200
	$ 49,700

The Company intends to utilize proceeds from businesses being liquidated to: (i) fund dealer-partner advances on loans originated in the United States and (ii) fund share repurchases. During the three months ended September 30, 2003, the Company received $15.9 million in liquidation proceeds and made share repurchases of $2.8 million.

Repurchase and Retirement of Common Stock -- In 1999, the Company began acquiring shares of its common stock in connection with a stock repurchase program announced in August 1999. That program authorized the Company to purchase up to 1.0 million common shares on the open market or pursuant to privately negotiated transactions at price levels the Company deems attractive. On each of February 7, 2000, June 7, 2000, July 13, 2000, November 10, 2000, and May 20, 2002, the Company's Board of Directors authorized increases in the Company's stock repurchase program of an additional 1.0 million shares. As of September 30, 2003, the Company has repurchased approximately 5.4 million shares of the 6.0 million shares authorized to be repurchased under this program at a cost of $37.2 million. The 6.0 million shares represent approximately 13.0% of the shares outstanding at the beginning of the program.

Based upon anticipated cash flows, management believes that cash flows from operations and its various financing alternatives will provide sufficient financing for debt maturities and for future operations. The Company's ability to borrow funds may be impacted by many economic and financial market conditions. If the various financing alternatives were to become limited or unavailable to the Company, the Company's operations could be materially and adversely affected.

FORWARD-LOOKING STATEMENTS

The Company makes forward-looking statements in this report and may make such statements in future filings with the Securities and Exchange Commission. It may also make forward-looking statements in its press releases or other public or shareholder communications. The Company's forward-looking statements are subject to risks and uncertainties and include information about its expectations and possible or assumed future results of operations. When the Company uses any of the words "believes," "expects," "anticipates," "estimates," "forecasts" or similar expressions, it is making forward-looking statements.

The Company claims the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 for all of its forward-looking statements. These forward-looking statements represent the Company's outlook only as of the date of this report. While the Company believes that its forward-looking statements are reasonable, actual results could differ materially since the statements are based on our current expectations, which are subject to risks and uncertainties. Factors that might cause such a difference, without limitation, include the following:

- increased competition from traditional financing sources and from non-traditional lenders,

- the unavailability of funding at competitive rates of interest,

- the Company's potential inability to continue to obtain third party financing on favorable terms,

- the Company's potential inability to generate sufficient cash flow to service its debt and fund its future operations,

- adverse changes in applicable laws and regulations,

- adverse changes in economic conditions,

- adverse changes in the automobile or finance industries or in the non-prime consumer finance market,

- the Company's potential inability to maintain or increase the volume of Loans,

- the Company's potential inability to accurately forecast and estimate future collections and historical collection rates,

- the Company's potential inability to accurately estimate the residual values of the lease vehicles,

- an increase in the amount or severity of litigation against the Company,

- the loss of key management personnel, and

- the effect of terrorist attacks and potential attacks.

Other factors not currently anticipated by management may also materially and adversely affect the Company's results of operations. The Company does not undertake, and expressly disclaims any obligation, to update or alter its forward-looking statements whether as a result of new information, future events or otherwise, except as required by applicable law.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS.

Refer to the Company's Annual Report on Form 10-K for the year ended December 31, 2002 for a complete discussion of the Company's market risk. There have been no material changes to the market risk information included in the Company's 2002 Annual Report on Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES.

As of the end of the period covered by this report, the Company carried out an evaluation, under the supervision and with the participation of the Company's management, including its Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures pursuant to Rule 13a-15 of the Securities Exchange Act of 1934. Based upon that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures are effective to cause the material information required to be disclosed by the Company in the reports that it files or submits under the Securities Exchange Act of 1934 to be recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms. There were no changes in the Company's internal controls over financial reporting during the quarter ended September 30, 2003 that have materially affected, or are reasonably likely to materially affect, the Company's internal controls over financial reporting.

PART II. - OTHER INFORMATION

ITEM 5. OTHER INFORMATION

As a result of a Securities and Exchange Commission review of the Company's Form 10-K for the year ended December 31, 2002 and Form 10-Q for the period ended June 30, 2003, the Company has enhanced its description of its business and operations.

GENERAL

Credit Acceptance Corporation (the "Company" or "Credit Acceptance"), incorporated in Michigan in 1972, is a financial services company specializing in products and services for a network of automobile dealers. Credit Acceptance provides participating dealers with financing sources for consumers with limited access to credit by offering "guaranteed credit approval." The Company delivers credit approvals through the Internet. Other services include marketing, sales training and a wholesale purchasing cooperative. Through its financing program, Credit Acceptance helps consumers change their lives by helping them obtain quality transportation and providing them an opportunity to strengthen and reestablish their credit standing by making timely monthly payments. The Company refers to participating dealers who share its commitment to changing customers' lives as "dealer-partners."

Credit Acceptance was founded to service and collect retail installment contracts (referred to as "Contracts" or "Loans") originated and funded by automobile dealerships owned by the Company's founder and current Chairman, Donald Foss. During the 1980's, the Company began to market this service to non-affiliated dealers and, at the same time, began to offer dealer-partners a non-recourse cash payment (an "advance") against anticipated future collections on Loans serviced for that dealer-partner. Today, the Company's program is offered to dealers throughout the United States.

The Company's Internet address is www.creditacceptance.com. The Company makes available, free of charge on the web site, copies of reports it files with the Securities and Exchange Commission as soon as reasonably practicable after the Company electronically files such reports.

Principal Business

A customer who does not qualify for conventional automobile financing can purchase a vehicle from a Credit Acceptance dealer-partner and finance the purchase through the Company. As payment for the vehicle, the dealer-partner receives the following:

(i) a down payment from the customer;
(ii) a cash advance from the Company; and
(iii) after the advance has been recovered, the cash from payments made on the Loan, net of certain collection costs and the Company's servicing fee.

The Company's servicing fee is equal to a fixed percentage (typically 20%) of each payment collected. In addition, the Company receives fees for other products and services. Customers and dealer-partners benefit as follows:

Customers. The Company helps change the lives of customers who do not qualify for conventional automobile financing by helping them obtain quality transportation and, equally important, providing an opportunity to establish or reestablish their credit through the timely repayment of their Loan.

Dealer-Partners. The Company's program increases dealer-partners' profits in the following ways:

- Enabling dealer-partners to sell cars to customers who may not be able to obtain financing without the Company's program. In addition, customers often become repeat customers by financing future vehicle purchases either through the Company's program or, after they have successfully rehabilitated their credit, through conventional financing.
- The ability to advertise "guaranteed credit approval" attracts many customers who mistakenly assume they do not qualify for conventional financing, but who can actually qualify.
- The customers attracted to dealer-partners by "guaranteed credit approval" often use other services of the dealer-partners and refer friends and relatives to them.
- As part of the Company's unique business model, dealer-partners share in the profits not only from the sale of the vehicle, but also from its financing.

Credit Acceptance derives its revenues from the following principal sources:

(i) servicing fees (recorded as finance charges) earned as a result of servicing Loans originated and assigned to the Company by dealer-partners;
(ii) lease revenue from investments in operating leases; and
(iii) other income, which primarily consists of fees earned from the Company's third party service contract programs, premiums earned on service contract and credit life insurance programs, monthly fees from the Internet origination system, interest income and fees from loans made directly to dealer-partners for floorplan financing and working capital purposes, revenue from secured line of credit loans offered to certain dealer-partners, and fees charged to dealer-partners at the time they enroll in the Company's program.

The following table sets forth the percent relationship to total revenue of each of these sources.

	FOR THE NINE MONTHS ENDED SEPTEMBER 30,		FOR THE YEARS ENDED DECEMBER 31,	
PERCENT OF TOTAL REVENUE	2003	2002	2002	2001
Finance charges	70.3%	61.9%	63.3%	61.2%
Lease revenue	4.9%	11.0%	10.4%	14.8%
Ancillary product income	13.2%	10.8%	10.7%	8.7%
Premiums earned	2.1%	2.9%	2.9%	4.5%
Other income	9.5%	13.4%	12.7%	10.8%
Total revenue	100.0%	100.0%	100.0%	100.0%

The Company's business is seasonal with peak Loan originations occurring during February and March. However, this seasonality does not have a material impact on the Company's interim results.

The Company is organized into four primary business segments: United States, United Kingdom, Automobile Leasing and Other. In early 2002, the Company stopped originating automobile leases and effective June 30, 2003 stopped originating Loans in the United Kingdom and Canada. The Company is in the process of liquidating these portfolios. See Note 12 to the consolidated financial statements for information regarding the Company's reportable segments.

Operations

United States

Sales and Marketing. The Company's target market is a select group of the more than 75,000 independent and franchised automobile dealers in the United States. The Company's market development process identifies high quality dealers in each geographic market and limits the number of automobile dealers in each geographic market that can participate in the Company's program. The selective marketing of the Company's program is intended to: (i) result in a network consisting of the highest quality dealer-partners who share the Company's commitment to changing lives; and (ii) increase the value of the Company's program to the Company's dealer-partners. Dealer-partners pay a one time enrollment fee of $9,850 to join the Company's program. The Company provides the dealer-partner with sales promotion kits, signs, training and initial installation of CAPS. The Company also has a program by which it measures various criteria for each dealer-partner against other dealer-partners in their area as well as the top performing dealer-partners. Sales representatives are required to present the results to the dealer-partner and to develop an action plan on a quarterly basis with the dealer-partner to improve the dealer-partner's overall success with the Company's program. A new dealer-partner is required to execute a Servicing Agreement, which defines the legal relationship between the Company and the dealer-partner.

The Servicing Agreement assigns the responsibilities for administering, servicing and collecting the amounts due on Loans to the Company. The Servicing Agreement provides that collections received by Credit Acceptance during a calendar month on Loans assigned by a dealer-partner are applied on a pool-by-pool basis as follows:

- First, to reimburse Credit Acceptance for some third-party collection costs;
- Second, to pay Credit Acceptance its servicing fee;
- Third, to reduce the aggregate advance balance and to pay any other amounts owing from the dealer-partner to the Company; and
- Fourth, to the dealer-partner as payment of dealer holdback.

Under the typical Servicing Agreement, a dealer-partner represents that it will only submit Loans to Credit Acceptance which satisfy criteria established by the Company, meet certain conditions with respect to the binding nature and the status of the security interest in the purchased vehicle, and comply with applicable state, federal and foreign laws and regulations. Dealer-partners receive a monthly statement from the Company, summarizing all transactions on Loans originated by such dealer-partner.

In the event that the Company discovers a misrepresentation by the dealer-partner relating to a Loan submitted to the Company, the Company can demand that the Loan be repurchased for the then current balance owed on the Loan less the amount of any unearned finance charge plus the applicable termination fee, generally $500. Upon receipt in full of such amount, the Company will reassign the Loan receivable and its security interest in the financed vehicle to the dealer-partner.

The typical Servicing Agreement may be terminated by the Company or by the dealer-partner upon written notice. The Company may terminate the Servicing Agreement immediately in the case of an event of default by the dealer-partner. Events of default include, among other things:

(i) the dealer-partner's refusal to allow the Company to audit it records relating to the Loans assigned to the Company;
(ii) the dealer-partner, without the Company's consent, is dissolved; merges or consolidates with an entity not affiliated with the dealer-partner; or sells a material part of its assets outside the course of its business to an entity not affiliated with the dealer-partner; or
(iii) the appointment of a receiver for, or the bankruptcy or insolvency of, the dealer-partner.

While a dealer-partner can cease submitting Loans to the Company at any time without terminating the Servicing Agreement, if the dealer-partner elects to terminate the Servicing Agreement or in the event of a default, the dealer-partner must immediately pay the Company:

(i) any unreimbursed collection costs;
(ii) any unpaid advances and all amounts owed by the dealer-partner to the Company; and
(iii) a termination fee equal to 15% of the then outstanding amount of the Loans accepted by the Company.

Upon receipt in full of such amounts, the Company will reassign the Loan receivable and its security interest in the financed vehicle to the dealer-partner. In the event of a termination by the Company (or any other termination if the Company and the dealer-partner agree), the Company may continue to service Loans accepted prior to termination in the normal course of business without charging a termination fee.

Loan Origination. Once a dealer-partner has enrolled in the Company's program, the dealer-partner may begin submitting Loans to the Company for approval and funding. A Loan occurs when an individual (the "debtor") enters into a Contract with a dealer-partner that sets forth the terms of the agreement between the individual and the dealer-partner for the payment of the purchase price of the automobile. The amount of the Loan consists of the total principal and interest that the individual is required to pay over the term of the Loan. Applications are submitted to the Company either by facsimile or through the Company's Internet based Credit Application Processing System ("CAPS"). CAPS was installed on a pilot basis in August 2000 and was offered to all dealer-partners located in the United States beginning in January 2001. For the nine months ended September 30, 2003, approximately 99.5% of the Company's Loans were processed through CAPS. CAPS allows dealer-partners to input a credit application and view the response from the Company on-line. CAPS, which is patent pending, allows dealer-partners to: (i) receive an approval from the Company much faster than with traditional methods; and (ii) interact with the Company's credit scoring system to improve the structure of each transaction prior to delivery. All responses include the amount of the advance, as well as any stipulations required for funding. The amount of the advance is determined by using a computer model which considers a number of factors including the timing and amount of cash flows expected on the related Loan and the Company's target return on capital at the time the Loan is originated. The estimated future cash flows are determined based upon a proprietary credit scoring system, which considers numerous variables, including the customer's credit bureau report, data contained in the customer's credit application, the structure of the proposed transaction, vehicle information and other factors, to calculate a composite credit score that corresponds to an expected collection rate. The Company's credit scoring system predicts the probability of default based upon the historical performance of Loans in the Company's portfolio that share similar characteristics. The performance of the credit scoring system is evaluated monthly by comparing projected to actual Loan performance. Adjustments are made to the credit scoring system when necessary.

While a dealer-partner can assign any Contract to the Company for servicing, administration and collection, the decision whether to pay an advance to the dealer-partner and the amount of any advance, is made solely by the Company. The Company performs all significant functions relating to the processing of the Loan applications and bears certain costs of origination, including the cost of assessing the adequacy of Loan documentation, compliance with underwriting guidelines and the cost of verifying employment, residence and other information submitted by the dealer-partner.

CAPS interfaces with the Company's Application and Contract System ("ACS"). ACS has been used by the Company to originate Loans in North America since May 1997. Loan information is entered into ACS either manually or through a download from CAPS. ACS provides credit scoring capability as well as the ability to process Loan packages. ACS compares Loan data against information provided during the approval process and allows the funding analyst to check that all stipulations have been met prior to funding. Loan contracts are written on a contract form provided by the Company and the Loan transaction typically is not completed until the dealer-partner has received approval from the Company. The assignment of the Loan from the dealer-

partner to the Company occurs simultaneously with the vehicle buyer's signing of the Loan contract. Although the dealer-partner is named in the Loan contract, the dealer-partner does not have ownership of the Loan for more than a moment and the Company, not the dealer-partner, is listed as lien holder on the vehicle title. The debtor's payment obligation is directly to the Company. Payments are generally made by the debtor directly to the Company. For these reasons, the Company views the Loan to be an asset of the Company, not the dealer-partner. The customer's failure to pay amounts due under the Loan will result in collection action by the Company and may result in a charge-off of the Loan. See "Credit Loss Policy" for a description of the Company's charge-off policy.

In exchange for the assignment, the Company offers the dealer-partner a non-recourse advance against anticipated future collections on the Loan. Since typically the combination of the advance and the customer's down payment provides the dealer-partner with a cash profit at the time of sale, the dealer-partner's risk in the Loan is limited. The dealer-partner would typically view any future cash flows from dealer holdback payments to be additional profit. The Company cannot demand repayment from the dealer-partner of the advance except in certain situations (e.g. the dealer-partner commits fraud in submitting the credit application and related information). Advances are made only after the Loan is approved, accepted by and assigned to the Company and all other stipulations required for funding have been satisfied.

As advances are originated, they are automatically assigned to the originating dealer-partner's open pool of advances. Periodically, pools are closed and subsequent advances are assigned to a new pool. All advances due from a dealer-partner are secured by the future collections on the dealer-partner's portfolio of Loans. Collections on all related Loans within the pool, after payment of the Company's servicing fee and reimbursement of certain collection costs, are applied to reduce the aggregate advance balance owing against those Loans. Once the advance balance has been repaid, the dealer-partner is entitled to receive future collections from Loans within that pool, after payment of the Company's servicing fee and reimbursement of certain collection costs. If the collections on Loans from a dealer-partner's pool are not sufficient to repay the advance balance, the dealer-partner will not receive the dealer holdback. The Company's acceptance of Loans is generally without recourse to the general assets of the dealer-partner.

The Company records the total payments due under the Loan as a Loan receivable and the amount of its servicing fee as an unearned finance charge which, for balance sheet purposes, is netted from the gross amount of the Loan. The servicing fee represents the portion of the Loan payments above the amount of the advance that the Company is entitled to retain and therefore becomes the interest element on the Loan from the Company's perspective. Amounts contractually due to the dealer-partner, generally 80% of the gross Loan amount are reflected as a liability (dealer holdback) from which the advance on the Loan is netted. The dealer holdback is a contractual obligation to the dealer-partner from the Company and includes the dealer-partner's profit on the sale of the vehicle as well as the dealer-partner's share of the profits from the financing. Actual payments of dealer holdback will be contingent on collections of the related Loans assigned to the Company.

The Company's business model allows it to share the risk and reward of collecting on the Loans with the dealer-partners. Such sharing is intended to motivate the dealer-partner to assign better quality Loans, follow the Company's underwriting guidelines, provide appropriate service and support to the customer after the sale, and occasionally assist the Company in the collection process. The Company believes this arrangement aligns the interests of the Company, the dealer-partner and the debtor.

Information on the Company's Loan originations for each of the last four years and the nine months ended September 30, 2003 and September 30, 2002 is presented in the following table:

AVERAGE LOAN DATA	FOR THE PERIOD ENDED SEPTEMBER 30, 2003	FOR THE PERIOD ENDED DECEMBER 31, 2002	2001	2000	1999
Average size of Loan accepted	$12,177	$11,316	$10,724	$ 8,867	$ 8,849
Percentage growth in average size of Loan	7.6%	5.5%	21.0%	0.2%	5.3%
Average initial maturity (in months)	37	36	36	32	32
Average Advance per Loan	$ 5,716	$ 5,243	$ 5,288	$ 4,657	$ 4,744
Average Advance as a percent of average Loan accepted	46.9%	46.3%	49.3%	52.5%	53.6%

Servicing and Collections. The Company's pre-repossession collectors are organized into teams. The Company's first payment miss team services Loans of customers who have failed to make one of their first three payments on time. A collection call is generally placed to these customers within three days after the payment is due. Once a customer has made their first three payments, a regional collection team services their Loan. Regional teams service all Loans originated by dealer-partners within their geographic area. The Company has implemented an incentive system to encourage collectors to collect the full amount due and eliminate the delinquency on Loans assigned to their team. Collectors may recommend repossession of the vehicle based on a variety of factors including the amount of the delinquency and the estimated value of the vehicle. These recommendations are typically reviewed by a collection team supervisor.

When a Loan is approved for repossession, the account is transferred to the repossession department. Repossession personnel continue to service the Loan as it is being assigned to a third party repossession agent, who works on a contingency fee basis.

Once a vehicle has been repossessed, the customer can negotiate a redemption with the Company, whereby the vehicle is returned to the customer in exchange for paying off the Loan balance, or where appropriate or if required by law, the vehicle is returned to the customer and the Loan reinstated, in exchange for reducing or eliminating the past due balance. If the redemption process is not successful, the vehicle is shipped to a wholesale automobile auction and scheduled for sale. Prior to sale, the vehicle is usually inspected by the Company's remarketing representatives who authorize repair and reconditioning work in order to increase the net sale proceeds at auction.

If the vehicle sale proceeds are not sufficient to satisfy the balance owing on the Loan, the Loan is assigned either to: (i) the Company's senior collection team, in the event that the customer is willing to make payments on the deficiency balance; or, where permitted by law (ii) the Company's legal team, if it is believed that legal action is required to reduce the deficiency balance owing on the Loan. The Company's legal team assigns Loans to third party collection attorneys who file a claim and upon obtaining a judgment, garnish wages or other assets.

Collectors rely on two systems to service accounts, the Collection System ("CS") and the Loan Servicing System ("LSS"). LSS and CS are connected through a batch interface. The present CS has been in service since June 2002. The system interfaces with a predictive dialer and records all activity on a Loan, including details of past phone conversations with the customer, collection letters sent, promises to pay, broken promises, repossession orders and collection attorney activity. LSS was installed in 1997. The system maintains a record of all transactions relating to Loans originated after July 1990 and is the primary source of management reporting including data utilized to:

(i) evaluate the Company's proprietary credit score;
(ii) forecast future collections;
(iii) establish the Company's allowance for credit losses; and
(iv) analyze the profitability of the Company's program.

Service Contracts and Insurance Products

The Company maintains relationships with certain insurance carriers which provide dealer-partners the ability to offer customers credit life and disability insurance. Should the consumer elect to purchase this insurance, the premium on the insurance policy is added to the amount due under the Loan and to the advance balance. The Company is not involved in the actual sale of the insurance; however, the insurance carrier cedes the premiums, less a fee, to a wholly-owned subsidiary of the Company, which reinsures the coverage under the policy. As a result, the Company, through its subsidiary, bears the risk of loss, and earns revenues from premiums ceded and the investment of such funds.

The Company provides dealer-partners located in the United States the ability to offer vehicle service contracts to customers. Under this program, the premium on the service contract is added to the amount due under the Loan. The cost of the service contract, plus a commission earned by the dealer-partner on the sale of the service contract is added to the advance balance. A portion of the amount added to the advance balance is retained by the Company as a fee. Generally, a third party bears all of the risk of loss on claims relating to these service contracts. Historically, the Company also offered a vehicle service contract program where the Company bore the risk of loss on claims. The Company discontinued offering this product effective November 1, 2003.

Revenues derived from the Company's service contract and insurance product businesses during 2002 and 2001 and for the nine months ending September 30, 2003 and September 30, 2002 are as follows:

(Dollars in thousands)	FOR THE NINE MONTHS ENDED SEPTEMBER 30,		FOR THE YEARS ENDED DECEMBER 31,	
	2003	2002	2002	2001
Insurance Products:				
Fees	$ 247	$ 1,962	$ 2,056	$ 1,230
Premiums	1,781	1,902	2,709	3,304
	$ 2,028	$ 3,864	$ 4,765	$ 4,534
Service contracts:				
Fees	$14,088	$10,957	$14,381	$11,661
Premiums	465	1,593	1,803	3,268
	$14,553	$12,550	$16,184	$14,929
Total	$16,581	$16,414	$20,949	$19,463

Businesses in Liquidation

Other

Floorplan Financing. Floorplan financing is offered on a limited basis to certain dealers, most of which participate in the Company's core program. Under these financing arrangements, loans are provided to finance the dealer's inventory. Dealers are charged documentation fees in connection with each vehicle financed, plus interest on the unpaid balance at rates which generally range from 12% to 18% per annum. Security for these loans generally consists of:

(i) a lien on the financed inventory;
(ii) a security interest in the dealer's assets, including the dealer-partners' portfolio of Loans serviced by the Company; and
(iii) the personal guaranty of the owner.

In 2002 and 2003, the Company significantly reduced its investment in the floorplan portfolio after concluding this business was not likely to generate an acceptable return on capital. The Company intends to continue to reduce the amount of capital invested in this business. As of September 30, 2003, the amount of capital invested in this product was $3.2 million.

Secured Line of Credit Loans. Beginning in 2000, the Company offered line of credit arrangements to certain dealers who were not participating in the Company's core program. These lines of credit are secured primarily by loans, originated and serviced by the dealer, with additional security provided by the personal guarantee of the owner. The effective interest rate on these loans varies based upon the amount advanced to the dealer and the percentage of collections on the loan portfolio required to be remitted to the Company. During the third quarter of 2001, the Company discontinued offering this program to new dealers, and is in the process of reducing the amount of capital invested in this business. As of September 30, 2003, the amount of capital invested in this product was $2.5 million.

Beginning in 2000, the Company offered a line of credit arrangement to certain dealers who were not participating in the Company's core business. These lines of credit are secured primarily by loans originated and serviced by the dealer, with additional security provided by the personal guarantee of the dealer's owner. The Company ceased offering this program to new dealers in the third quarter of 2001 and has been reducing the amount of capital invested in this program since that time. Beginning in 2002, entities owned by the Company's majority shareholder and Chairman began offering secured line of credit loans in a manner similar to the Company's prior program, at his dealerships and at two other dealers, one of whom also does business with the Company. The Company's majority shareholder and Chairman does not intend to expand his line of credit lending activities to additional borrowers.

Canada. Effective June 30, 2003, the Company decided to stop originating automobile Loans in Canada. This decision was based upon the conclusion that the Canadian automobile lending business was unlikely to produce a higher return on capital than the Company's United States automobile lending business over the long-term. Prior to this decision, the Company originated and serviced Loans in Canada on approximately the same basis as in the United States. As of September 30, 2003, the amount of capital invested in this product was $5.5 million.

Automobile Leasing

In early 2002, the Company decided to exit the automobile leasing business. This decision was based upon the conclusion that the automobile leasing business was unlikely to produce a higher return on capital than the Company's automobile lending business over the long-term. Prior to this decision, the Company purchased automobile leases from dealer-partners for an amount based on the value of the vehicle as determined by an industry guidebook, assumed ownership of the related vehicle from the dealer-partner and received title to the vehicle. This program differed from the Company's principal business in that, as leases were purchased outright, the Company assumed no liability to the dealer-partner for dealer holdback payments. Additionally, the customer was required to remit a security deposit to the Company. At lease termination, the Company is responsible for the ultimate disposal of the vehicle, which is sold directly to the dealer-partner, to the customer or at auction. Leases generally have an original term ranging from 24 to 48 months, with an average of 37 months. As of September 30, 2003, the amount of capital invested in this product was $3.1 million.

United Kingdom

Effective June 30, 2003, the Company decided to stop originating automobile Loans in the United Kingdom. This decision was based upon the conclusion that the United Kingdom automobile lending business was unlikely to produce a higher return on capital than the Company's United States automobile lending business over the long-term. Prior to this decision, the Company originated and serviced Loans in the United Kingdom on approximately the same basis as in the United States. As of September 30, 2003, the amount of capital invested in this product was $38.0 million.

CREDIT LOSS POLICY

The Company maintains an allowance for credit losses to cover losses inherent in the Company's Loan portfolio. Such losses consist of uncollectible Loans receivable determined to be uncollectible or with expected future collections less than the full contractual amount, less any losses absorbed by dealer holdbacks. By definition, these losses equal the amount of advances to dealer-partners plus accrued income (the "net investment") not expected to be recovered by collections on the related Loans receivable.

To record losses, as required under "SFAS No. 114: Accounting by Creditors for Impairment of a Loan - an amendment of FASB Statements No. 5 and 15", as amended by "SFAS No. 118: Accounting by Creditors for Impairment of a Loan- Income Recognition and Disclosures", the Company utilizes a present value methodology and compares the present value of estimated future collections for each dealer-partner's Loan portfolio to the Company's net investment in that portfolio. The Company maintains historical loss experience for each dealer-partner on a static pool basis and uses this information to forecast the timing and amount of the future collections on each dealer-partner's Loan portfolio. In estimating future, collections for each dealer-partner, the Company considers: (i) a dealer-partner's actual loss data on a static pool basis and (ii) the Company's historical loss and collection experience. The Company's collection forecast for each dealer-partner is updated monthly, and considers the most recent static pool data available for each dealer-partner and the Company's entire portfolio of Loans. Forecasted collections are discounted to present value using a rate equal to the rate of return expected at the origination of the Loan. To the extent that the present value of future collections is less than the Company's net investment in the portfolio, the Company records an allowance equal to the difference between the net investment and the present value of the estimated future collections. Proceeds from one dealer-partner's portfolio cannot be used to offset losses relating to another dealer-partner.

Effective July 1, 2003, the Company eliminated the Reserve for advance losses balance of $19.4 million which was previously classified within Dealer holdbacks, net and transferred the balance into the Allowance for credit losses which is classified within Loans receivable, net. In addition, the Company eliminated its charge-off policy related to dealer advances and modified its Loans receivable charge-off policy to require charge-off of Loans receivable after 270 days of no payment against dealer holdbacks, net and, if such holdback is insufficient, against the Allowance for credit losses. In effect, the Company combined its advance and Loans receivable charge-off policies into a single policy whereby the Loan and related Advance are charged-off at the same time. For the first six months of 2003, advances were charged off when the Company's analysis forecasted no future collections on Loans relating to the dealer-partner advance pool. Prior to January 1, 2003, advances were charged-off or partially charged-off when the Company's analysis determined that the expected discounted cash flows associated with the related Loans were insufficient to recover the outstanding advance balance in the pool.

In addition effective July 1, 2003, the Company implemented a revised policy related to collections of previously charged-off Loans ("recoveries"). Under the new policy, recoveries of Loans charged off are credited to the allowance for credit losses to the extent of any prior losses charged against the allowance, with the remainder credited to Dealer holdbacks. Under the Company's prior policy, 80% of recoveries were credited to Dealer holdbacks and 20% to Finance charges.

A significant percentage of charged off Loans are absorbed by Dealer holdbacks and, as a result, do not result in losses to the Company. The Company's primary protection against losses relates to appropriately managing the spread between the collection rate and the amount advanced to dealer partners at Loan inception.

The Company's allowance for credit losses also covers earned but unpaid servicing fees on Loans receivable in non-accrual status. Servicing fees, which are recorded as finance charges, are recognized under the interest method of accounting until the earlier of the underlying obligation becoming 90 days past due on a recency basis (no payments received for 90 days) or the repossession and sale of the vehicle securing the Loan. At such time, the Company suspends the recognition of revenue and records a provision for credit losses equal to the earned but unpaid revenue. Once a Loan is classified in non-accrual status, it remains in non-accrual status for the remaining life of the Loan. Revenue on non-accrual Loans is recognized on a cash basis.

COMPETITION

The market for customers who do not qualify for conventional automobile financing is large and highly competitive. The market is currently served by banks, captive finance affiliates of automobile manufacturers, credit unions and independent finance companies both publicly and privately owned. Many of these companies are much larger and have greater resources than the Company. These companies typically target higher credit tier customers within the Company's market. While the Company currently is not aware of any other company offering guaranteed credit approval on a national scale, there can be no assurance that direct competition will not emerge and that the Company will be able to compete successfully.

CUSTOMER AND GEOGRAPHIC CONCENTRATIONS

Generally. As of September 30, 2003 approximately 38% of United States dealer-partners were located in Michigan, New York, Ohio, Illinois, and Maryland. These dealer-partners accounted for approximately 35% of the number of Loans accepted in the United States for the nine months ended September 30, 2003. No single dealer-partner accounted for more than 10% of total revenues during any of the last three years.

Affiliated Parties. The Company regularly accepts assignments of Loans originated by affiliated dealer-partners owned by: (i) the Company's majority shareholder and Chairman; (ii) the Company's President; and (iii) a member of the Chairman's family. Loans accepted from these affiliated dealer-partners were approximately $17.2 million, $19.1 million and $21.2 million for the nine months ended September 30, 2003 and years ended December 31, 2002 and 2001, respectively. Loans receivable from

affiliated dealer-partners represented approximately 2.9%, 2.8% and 2.6% of the gross Loans receivable balance as of September 30, 2003, December 31, 2002 and December 31, 2001, respectively. The Company accepts Loans from affiliated dealer-partners and nonaffiliated dealer-partners on the same terms.

Prior to the decision to exit the leasing business, the Company regularly accepted automobile leases originated by affiliated dealer-partners owned by: (i) the Company's majority shareholder and Chairman; and (ii) the Company's President. Automobile leases accepted from affiliated dealer-partners were zero, $11,000, and $1.4 million in the nine months ended September 30, 2003 and years ended December 31, 2002 and 2001, respectively. Affiliated dealer-partners originated approximately 1.0% and 4.6% of the value of automobile leases accepted and approximately 0.8% and 4.2% of the number of automobile leases accepted by the Company during 2002 and 2001, respectively. The Company accepted automobile leases from affiliated dealer-partners and nonaffiliated dealer-partners on the same terms.

GEOGRAPHIC FINANCIAL INFORMATION

The following table sets forth, for each of the last three years for the Company's domestic and foreign operations, the amount of revenues from customers and long-lived assets (in thousands):

	AS OF AND FOR NINE MONTHS ENDED SEPTEMBER 30,		AS OF AND FOR YEARS ENDED DECEMBER 31,	
	2003	2002	2002	2001
Revenues from customers				
United States	$ 96,950	$ 101,192	$ 128,893	$ 118,646
United Kingdom	8,950	14,984	20,038	23,674
Other foreign	2,863	3,939	5,403	5,009
Total revenues from customers	$108,763	$ 120,115	$ 154,234	$ 147,329
Long-lived assets				
United States	$ 17,749	$ 19,840	$ 19,284	$ 18,806
United Kingdom	545	692	667	840
Other foreign	-	-	-	-
Total long-lived assets	$ 18,294	$ 20,532	$ 19,951	$ 19,646

The Company's operations are structured to achieve consolidated objectives. As a result, significant interdependencies and overlaps exist among the Company's domestic and foreign operations. Accordingly, the revenue and identifiable assets shown may not be indicative of the amounts which would have been reported if the domestic and foreign operations were independent of one another.

REGULATION

The Company's businesses are subject to various state, federal and foreign laws and regulations, which:

- (i) require licensing and qualification,
- (ii) regulate interest rates, fees and other charges,
- (iii) require specified disclosures by automobile dealer-partners to customers,
- (iv) govern the sale and terms of the ancillary products; and
- (v) define the Company's rights to collect Loans and repossess and sell collateral.

Failure to comply with, or an adverse change in, these laws or regulations could have a material adverse effect on the Company by, among other things, limiting the states or countries in which the Company may operate, restricting the Company's ability to realize the value of the collateral securing the Loans and leases, or resulting in potential liability related to Loans and leases accepted from dealer-partners. In addition, governmental regulations depleting the supply of used vehicles, such as environmental protection regulations governing emissions or fuel consumption, could have a material adverse effect on the Company. The Company is not aware of any such legislation currently pending.

The sale of insurance products in connection with Loans and leases assigned to the Company by dealer-partners is also subject to state laws and regulations. As the holder of the Loans and leases that contain these products, some of these state laws and regulations may apply to the Company's servicing and collection of the Loans and leases. However, as the Company does not deal directly with consumers in the sale of insurance products, it does not believe that such laws and regulations significantly

affect its business. Nevertheless, there can be no assurance that insurance regulatory authorities in the jurisdictions in which such products are offered by dealer-partners will not seek to regulate the Company or restrict the operation of the Company's business in such jurisdictions. Any such action could materially adversely affect the income received from such products. The Company's credit life and disability reinsurance and property and casualty insurance subsidiaries are licensed and subject to regulation in the state of Arizona and in the Turks and Caicos Islands.

The Company's operations in the United Kingdom and Canada are also subject to various laws and regulations. Generally, these requirements tend to be no more restrictive than those in effect in the United States.

The Company believes that it maintains all material licenses and permits required for its current operations and is in substantial compliance with all applicable laws and regulations. The Company's Servicing Agreement with dealer-partners provides that the dealer-partner shall indemnify the Company with respect to any loss or expense the Company incurs as a result of the dealer-partner's failure to comply with applicable laws and regulations.

EMPLOYEES

As of September 30, 2003 the Company employed 678 persons. The Company's employees have no union affiliations and the Company believes its relationship with its employees is good. The table below presents employees by department:

DEPARTMENT	NUMBER OF EMPLOYEES
Collection and Servicing	443
Loan Origination and Processing	36
Sales and Marketing	60
Finance and Accounting	38
Information Systems	48
Management and Support	53
TOTAL	678

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits

See Index of Exhibits following the signature page.

(b) Reports on Form 8-K

The Company filed a current report on Form 8-K pursuant to Items 7 and 12, dated August 7, 2003, reporting that the Company issued a press release announcing financial results for the three and nine months ended June 30, 2003, a copy of which was filed as Exhibit 99.1.

The Company filed a current report on Form 8-K pursuant to Items 9 and 12, dated September 24, 2003, furnishing presentation materials which were prepared for a presentation to an institutional investor occurring on September 24, 2003, a copy of which was filed as Exhibit 99.1.

The information included in the reports was furnished rather than filed with the SEC. No financial statements were filed with the Forms 8-K.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CREDIT ACCEPTANCE CORPORATION
(Registrant)

By: /s/ Douglas W. Busk

Douglas W. Busk
Chief Financial Officer and Treasurer
November 14, 2003

(Principal Financial Officer, Accounting Officer and Duly Authorized Officer)

INDEX OF EXHIBITS

EXHIBIT NO.	DESCRIPTION
4(f)(53)	Contribution Agreement dated September 30, 2003 between the Company and CAC Warehouse Funding Corporation II.
4(f)(54)	Loan and Security Agreement dated September 30, 2003 among the Company, CAC Warehouse Funding Corporation II, Wachovia Bank, National Association, Variable Funding Capital Corporation, Wachovia Capital Markets, LLC, and Systems & Services Technologies, Inc.
4(f)(55)	Back-Up Servicing Agreement dated September 30, 2003 among the Company, Systems & Services Technologies, Inc., Wachovia Capital Markets, LLC, and CAC Warehouse Funding Corporation II.
4(f)(56)	Intercreditor Agreement, dated September 30, 2003, among the Company, CAC Warehouse Funding Corporation II, Credit Acceptance Funding LLC 2003-1, Credit Acceptance Auto Dealer Loan Trust 2003-1, Wachovia Capital Markets, LLC, JPMorgan Chase Bank, and Comerica Bank.
31(a)	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act.
31(b)	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act.
32(a)	Certification of Chief Executive Officer, pursuant to 18 U.S.C. Section 1350 and Rule 13a-14(b) of the Securities Exchange Act.
32(b)	Certification of Chief Financial Officer, pursuant to 18 U.S.C. Section 1350 and Rule 13a-14(b) of the Securities Exchange Act.

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT, dated as of September 30, 2003 (the "Agreement"), is made between CREDIT ACCEPTANCE CORPORATION, a Michigan corporation ("CAC") and CAC WAREHOUSE FUNDING CORPORATION II, a Nevada corporation ("Funding").

Funding desires to acquire from time to time certain Loans and related rights and collateral, including certain of CAC's rights in the Dealer Agreements, all of the related Contracts, and the Collections (other then Dealer Collections) derived therefrom during the full term of this Agreement, and CAC desires to transfer, convey and assign from time to time such Loans and related property to the Purchaser upon the terms and conditions hereinafter set forth. CAC has also agreed to service the Loans and related property to be transferred, conveyed and assigned to Funding.

In consideration of the premises and the mutual agreements set forth herein, it is hereby agreed by and between CAC and Funding as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Definitions. All capitalized terms used herein shall have the meanings specified herein or, if not so specified, the meaning specified in, or incorporated by reference into the Loan and Security Agreement and shall include in the singular number the plural and in the plural number the singular:

"Contributed Property" means the Initial Contributed Property and the Subsequent Contributed Property.

"Initial Contribution Property" means (i) Loans listed on Exhibit A hereto delivered to the Servicer, the Collateral Agent and the Backup Servicer on the Initial Funding Date and (ii) all Related Security with respect thereto.

"Loan and Security Agreement" shall mean the Loan and Security Agreement dated as of September 30, 2003 among Funding, CAC, the Investors named therein, the CP Conduits named therein, Wachovia Capital Markets, LLC, as the Deal Agent and the Collateral Agent, the Liquidity Agents named therein and Systems & Services Technologies, Inc.

"Related Security" With respect to any Loan all of CAC's interest in:

(i) the Dealer Agreements (other than Excluded Dealer Agreement Rights, but including CAC's rights to service the Loans and the related Contracts and receive the related collection fee and receive reimbursement of certain recovery expenses, in accordance with the terms of the Dealer Agreements) and Contracts securing payment of such Loan;

(ii) all security interests or liens purporting to secure payment of such Loan, whether pursuant to such Loan, the related Dealer Agreement or otherwise, together with all financing statements signed by the related Obligor describing any collateral securing such Loan and all other property obtained upon foreclosure of any security interest securing payment of such Loan or any related Contract;

(iii) all guarantees, insurance (including insurance insuring the priority of perfection of any lien) or other agreements or arrangements of any kind from time to time supporting or securing payment of each Contract whether pursuant to such Contract or otherwise; including any of the foregoing relating to any Contract securing payment of such Loan;

(iv) all of CAC's interests in all Records, documents and writing evidencing or related to such Loan;

(v) all Collections (other than Dealer Collections), the Collection Account, the Reserve Account, and all amounts on deposit therein and investments thereof; and

(vi) the Proceeds of each of the foregoing.

For the avoidance of doubt, the term "Related Security" with respect to any Loan includes all rights arising after the end of the Revolving Period under such Loan which rights are attributable to advances made under such Loan as the result of Contracts being added after the last date of the last full Collection Period during the Revolving Period to the identifiable group of Contracts to which such Loan relates.

"Subsequent Contributed Property" means, with respect to the date of any Incremental Funding, (i) the Loans added to Exhibit A hereto as of the date of such Incremental Funding and (ii) all Related Security with respect thereto.

SECTION 1.2. Other Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC, and not specifically defined herein, are used herein as defined in such Article 9.

SECTION 1.3. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding."

ARTICLE II
CONTRIBUTION AND SERVICING OF LOANS

SECTION 2.1 Contribution and Sale of Loans. (a) In consideration of the payments described in Section 3.1, effective as of the Initial Funding Date, CAC does hereby convey, assign, sell and transfer without recourse, except as set forth herein, to Funding all of its right, title and interest in and to the Initial Contributed Property.

(b) CAC hereby further agrees that on the date of each Incremental Funding during the Revolving Period, in consideration of the payment described in Section 3.1 with respect to the date of such Incremental Funding, CAC shall, and CAC does hereby agree to, convey, assign, sell and transfer without recourse, except as set forth in this Agreement, to Funding all of its right, title and interest in and to the Subsequent Contributed Property with respect to the date of such Incremental Funding.

(c) CAC hereby further agrees that the above-described conveyances shall, without the need for any further action on the part of CAC or Funding, include all rights arising after the end of the Revolving Period under any Loan included in the Initial Contributed Property or Subsequent Contributed Property which rights are attributable to advances made under such Loans as the result of Contracts being added after the last day of the last full Collection Period during the Revolving Period to the identifiable group of Contracts to which such Loan relates.

(d) Each such sale, assignment, transfer and conveyance does not constitute an assumption by Funding of any obligations of CAC or any other Person to Obligors or to any other Person in connection with the Loans or under any Contract, Dealer Agreement or other agreement and instrument relating to the Loans.

(e) In connection with any such foregoing conveyance, CAC agrees to record and file on or prior to the Initial Funding Date, at its own expense, a financing statement or statements with respect to the Contributed Property conveyed by CAC hereunder meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect the interests of Funding created hereby, and to deliver either the originals of such financing statements or a file-stamped copy of such financing statements or other evidence of such filings to Funding on or before the Initial Funding Date.

(f) CAC agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents and take all actions as may be necessary or as Funding may reasonably request in order to perfect or protect the interest of Funding in the Loans and other Contributed Property purchased hereunder or to enable Funding to exercise or enforce any of its rights hereunder. CAC shall, upon request of Funding, obtain such additional search reports as Funding shall request. To the fullest extent permitted by applicable law, Funding shall be authorized and permitted to file continuation statements and amendments to financing statements and assignments thereof to preserve and protect its right, title and interest in, to and under the Contributed Property.

(g) It is the express intent of CAC and Funding that the conveyance of the Loans and other Contributed Property by CAC to Funding pursuant to this Agreement be construed as a absolute sale and contribution of such Loans and other Contributed Property by CAC to Funding. Further, it is not the intention of CAC and Funding that such conveyance be deemed a grant of a security interest in the Loans and other Contributed Property by CAC to Funding in the nature of a consensual lien securing an obligation. However, in the event that, notwithstanding the express intent of the parties, the Loans and other Contributed Property are construed to constitute property of CAC, then (i) this Agreement also shall be deemed to be, and hereby is, a security

agreement within the meaning of the UCC as enacted in the State of Michigan; and (ii) the conveyance by CAC provided for in this Agreement shall be deemed to be, and CAC hereby grants to Funding, a security interest in, to and under all of CAC's right, title and interest in, to and under the Contributed Property, to secure the rights of Funding set forth in this Agreement or as may be determined in connection therewith by applicable law. CAC and Funding shall, to the extent consistent with this Agreement, take such actions as may be necessary to ensure that, if this Agreement were deemed to create a security interest in the Loans and other Contributed Property, such security interest would be deemed to be a perfected security interest in favor of Funding under applicable law and will be maintained as such throughout the term of this Agreement.

(h) In connection with such conveyance, CAC agrees to deliver to Funding on the Initial Funding Date, one or more computer files or microfiche lists containing true and complete lists of all Dealer Agreements and Loans conveyed to Funding on the Initial Funding Date, and all Contracts securing all such Loans, identified by account number, dealer number and pool number. Such file or list shall be marked as Exhibit A to this Agreement, shall be delivered to Funding as confidential and proprietary, and is hereby incorporated into and made a part of this Agreement. Such list and such Exhibit A shall be supplemented and updated by lists delivered by CAC to Funding on the date of each Incremental Funding in the Revolving Period describing all Contributed Property conveyed on the date of each such Incremental Funding so that, on each such date, Funding will have an aggregate list constituting Exhibit A that describes all Loans conveyed by CAC to Funding hereunder on or prior to said date of Incremental Funding and the related Dealer Agreements.

(i) CAC will reflect the transactions described in paragraph (a) of this Section 2.1 on its internal non-consolidated financial statements and on its non-consolidated state tax returns as a sale or other absolute transfer of the Loans from CAC to Funding, even though CAC will reflect this transaction on its consolidated financial statements as an "on-balance sheet" item in accordance with generally accepted accounting principles. CAC will present the data in its consolidated financial statements with an accompanying footnote describing Funding's separate existence and stating that such item is a financing secured by the Loans and is non-recourse to CAC.

SECTION 2.2. Servicing of Loans. The servicing, administering and collection of the Loans shall be conducted by the Servicer, which hereby agrees to perform, take or cause to be taken all such action as may be necessary or advisable to collect each Loan from time to time, all in accordance with applicable laws, rules and regulations and with the care and diligence which the Servicer employs in servicing similar loans for its own account, in accordance with the Credit Guidelines and the Collection Guidelines. Funding hereby appoints the Servicer as its agent to enforce Funding's and any Assignee's rights and interests in, to and under the Loans, the Related Security, the Collections, and the other Contributed Property. The Servicer shall hold in trust for Funding and any Assignees, in accordance with its interests, all Records which evidence or relate to the Loans, Related Security, Collections and other Contributed Property.

ARTICLE III

CONSIDERATION AND PAYMENT; LOANS

SECTION 3.1. Consideration. The consideration for the Loans and other Contributed Property conveyed on the Initial Funding Date to Funding by CAC under this Agreement shall be an amount equal to (i) the net cash proceeds of each advance to Funding under the Loan and Security Agreement used by Funding to purchase the Loans and other Contributed Property conveyed on the Initial Funding Date, plus (ii) the value attributable to CAC's common stock in Funding (which constitutes and will constitute all of the equity interests issued by Funding) as a result of the conveyance of such Loans and other Contributed Property. Thereafter, on the date of each Incremental Funding in the Revolving Period, the consideration for the Loans and other Contributed Property conveyed on the date of such Incremental Funding will be cash in the amount of (i) the Aggregate Outstanding Eligible Loan Net Balance of such Loans, plus (ii) the value attributable to CAC's common stock in Funding (which constitutes and will constitute all of the equity interests issued by Funding) as a result of the conveyance of such Loans and other Contributed Property. The Contributed Property shall be deemed to have a value equal to the aggregate principal amount of the Loans sold and contributed by CAC to Funding.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties. CAC represents and warrants to Funding as of the Closing Date, the Initial Funding Date and the date of each Incremental Funding during the Revolving Period, that:

(a) Organization and Good Standing. CAC is duly organized and is validly existing as a corporation in good standing under the laws of the State of Michigan, with power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted, and has and had at all relevant times, full power, authority, and legal right to acquire, own, sell, and service the Loans and the related Contracts, and to perform its obligations under the Transaction Documents.

(b) Due Qualification. CAC is duly qualified to do business as a foreign corporation in good standing, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business, including the servicing of the Loans and the related Contracts as required by this Agreement, requires such qualifications except where such failure will not have a Material Adverse Effect.

(c) Power and Authority. CAC has the power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to carry out their respective terms; and the execution, delivery, and performance of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by CAC by all necessary corporate action.

(d) Valid Sale; Binding Obligations. This Agreement evidences a valid sale, transfer, and assignment of the Contributed Property enforceable against creditors of and purchasers from

CAC; and this Agreement and the other Transaction Documents to which CAC is a party constitute legal, valid and binding obligations of CAC enforceable in accordance with their terms, subject to the effects of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and to general principles of equity.

(e) No Violation. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and the fulfillment of the terms hereof and thereof do not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the Articles of Incorporation or by-laws of CAC, or any indenture, agreement, or other instrument to which CAC is a party or by which it is or may be bound; nor result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such indenture, agreement (other than this Agreement), or other instrument; or violate any law or, to the best of CAC's knowledge, any order, rule, or regulation applicable to CAC of any court or of any federal or state regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over CAC or its properties.

(f) No Proceedings. There are no proceedings or investigations pending, or to CAC's best knowledge threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over CAC or its properties: A) asserting the invalidity of this Agreement or any other Transaction Document to which it is a party; B) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document to which it is a party; or C) seeking any determination or ruling that might materially and adversely affect the performance by CAC of its obligations under, or the validity or enforceability of, this Agreement, or any other Transaction Document to which it is a party.

(g) Solvency; Fraudulent Conveyance. CAC is solvent, is able to pay its debts as they become due and will not be rendered insolvent by the transactions contemplated by the Transaction Documents and, after giving effect thereto, will not be left with an unreasonably small amount of capital with which to engage in its business. CAC does not intend to incur, nor does it believe that it has incurred, debts beyond its ability to pay such debts as they mature. CAC does not contemplate the commencement of insolvency, bankruptcy, liquidation or consolidation proceedings or the appointment of a receiver, liquidator, conservator, trustee or similar official or any of its assets. The amount of consideration being received by CAC upon the sale or other absolute transfer of the Contributed Property to Funding constitutes reasonably equivalent value and fair consideration for the Contributed Property. CAC is not transferring the Contributed Property to Funding with any intent to hinder, delay or defraud any of its creditors.

(h) Security Interest. As of the Initial Funding Date, CAC has granted a security interest (as defined in the UCC as enacted in the State of Michigan) to Funding in the Contributed Property, which is enforceable in accordance with Applicable Law upon the Initial Funding Date. Upon the filing of UCC-1 financing statements naming Funding as secured party and CAC as debtor, Funding shall have a first priority perfected security interest in the

Contributed Property. All filings (including, without limitation, UCC filings) as are necessary in any jurisdiction to perfect the interest of Funding in the Contributed Property have been made.

(i) Contribution Agreement. This Contribution Agreement is the only agreement pursuant to which Funding purchases Loans from CAC.

(j) Perfection. As of the Initial Funding Date, CAC will be the owner of all of the Loans and the other Contributed Property, free and clear of all Liens. On or prior to the date of each contribution of Loans and the other Contributed Property to Funding pursuant to this Agreement, all financing statements and other documents required to be recorded or filed in order to perfect and protect the ownership interest of Funding in and to the Loans and the other Contributed Property against all creditors of and purchasers from CAC will have been duly filed in each filing office necessary for such purpose and all filing fees and taxes, if any, payable in connection with such filings shall have been paid in full.

(k) Accuracy of Information. All information with respect to the Loans and other Contributed Property provided to Funding hereunder by CAC was true and correct in all material respects as of the date such information was provided to Funding and did not omit to state any material facts necessary to make the statements contained therein not misleading.

(l) Taxes. CAC has filed on or before their respective due dates, all tax returns which are required to be filed in any jurisdiction or has obtained extensions for filing such tax returns and has paid all taxes, assessments, fees and other governmental charges against CAC or any of its properties, income or franchises, to the extent that such taxes have become due, other than any taxes or assessments, the validity of which are being contested in good faith by appropriate proceedings and with respect to which adequate provision has been made on the books of the Seller as may be required by GAAP. To the best of the knowledge of CAC, all such tax returns were true and correct in all material respects and CAC knows of any proposed material additional tax assessment against it nor any basis therefor. Any taxes, assessments, fees and other governmental charges payable by CAC in connection with the execution and delivery of the Transaction Documents have been paid or shall have been paid at or prior to Closing Date.

(m) Place of Business. The principal place of business and chief executive office of CAC is in Southfield, Michigan, and the office where CAC keeps all of its Records is at the address listed in Section 8.3, or such other locations notified to Funding and the Deal Agent in accordance with this Agreement in jurisdictions where all action required by the terms of this Agreement has been taken and completed.

(n) Good Title. Upon the contribution of the Loans and related property to Funding pursuant to this Agreement, Funding shall acquire all of CAC's ownership and other interest in each Loan, and in the Related Security, Collections and proceeds with respect thereto, in each case free and clear of any Lien.

(o) Tradenames, Etc. As of the date hereof CAC has not, within the last five (5) years, operated under any tradenames other than its corporate name, nor has it changed its name,

merged with or into or consolidated with any other corporation or been the subject of any proceeding under Title 11, United States Code (Bankruptcy).

(p) Nature of Loans, Contracts. Each Loan represented by CAC to be an Eligible Loan, or included in the calculation of the Aggregate Outstanding Eligible Loan Balance, at the time of such representation, or at the time of such calculation, as applicable, in fact satisfies the definition of "Eligible Loan" set forth in the Loan and Security Agreement. Each Contract classified as an "Eligible Contract" (or included in any aggregation of balances of "Eligible Contracts") by CAC satisfies at the time of such classification the definition of "Eligible Contract" set forth in the Loan and Security Agreement.

(q) Amount of Loans. The Funding Notice shall provide (A) the aggregate Outstanding Balance of the Contracts; (B) the Aggregate Outstanding Eligible Loan Balance; and (C) the Aggregate Outstanding Eligible Loan Net Balance; each as of the Cut-off Date and as reported in the Loan Servicing System.

(r) Collections and Servicing. Since June 30, 2003, there has been no material adverse change in the ability of the Servicer to service and collect the Loans.

(s) Not an Investment Company. CAC is not, and is not controlled by, an "investment company" within the meaning of the Investment Company Act of 1940, as amended, or each is exempt from all provisions of such Act.

(t) ERISA. CAC is in compliance in all material respects with the Employee Retirement Income Security Act of 1974, as amended.

(u) Bulk Sales. No transaction contemplated by this Agreement requires compliance with any bulk sales act or similar law.

(v) Preference; Voidability. The transfer of the Loans, Collections, Related Security and other Contributed Property by CAC to Funding, has not been made for or on account of an antecedent debt owed by Funding to CAC, or by CAC to Funding, and such transfer is not voidable under any Section of the Bankruptcy Reform Act of 1978 (11 U.S.C. Section Section 101 et seq.), as amended.

(w) No Consents. With respect to each Loan and the other Contributed Property, all consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by CAC, in connection with the pledge of such Contributed Property to Funding have been duly obtained, effected or given and are in full force and effect.

(x) Exhibit A. Upon delivery, Exhibit A to this Agreement and each supplement or addendum thereto will be an accurate and complete listing of all Loans and the related Dealer Agreements and Contracts in all material respects on the date each such Loan was sold to Funding hereunder, and the information contained therein is and will be true and correct in all material respects as of such date.

(y) Adverse Selection. No selection procedure believed by CAC to be adverse to the interests of Funding has been or will be used in selecting the Dealer Agreements or the Loans.

(z) Use of Proceeds. No proceeds of any sale of Contributed Property will be used (i) for a purpose that violates, or would be inconsistent with, Regulation T, U or X promulgated by the Board of Governors of the Federal Reserve System from time to time or (ii) to acquire any security in any transaction which is subject to Section 12, 13 or 14 of the Securities Exchange Act of 1934, as amended.

SECTION 4.2. Reaffirmation of Representations and Warranties by CAC; Notice of Breach. The representations and warranties set forth in Section 4.1 shall survive the conveyance of the Loans to Funding, and termination of the rights and obligations of Funding and CAC under this Agreement. Upon discovery by Funding or CAC of a breach of any of the foregoing representations and warranties, the party discovering such breach shall give prompt written notice to the other within three Business Days of such discovery.

ARTICLE V
COVENANTS OF CAC

SECTION 5.1. Affirmative Covenants. So long as this Agreement is in effect, and until all Loans, which have been conveyed to Funding pursuant hereto, shall have been paid in full or written-off, and all amounts owed by CAC pursuant to this Agreement have been paid in full, CAC hereby covenants and agrees as follows:

(a) Preservation of Corporate Existence; Conduct of Business. CAC will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a material adverse effect on the Contributed Property. CAC will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and do all things necessary to remain duly incorporated, validly existing and in good standing as a domestic corporation in its jurisdiction of incorporation and CAC will maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

(b) Compliance with Laws. CAC will comply in all material respects with all Applicable Laws.

(c) Furnishing of Information and Inspection of Records. CAC will furnish to Funding from time to time such information with respect to the Loans as Funding may reasonably request, including, without limitation, listings identifying the Obligor and the Outstanding Balance for each Loan. CAC will at any time and from time to time during regular business hours permit Funding, or its agents or representatives, (i) to examine and make copies of and abstracts from all Records and (ii) to visit the offices and properties of CAC for the purpose of examining such Records, and to discuss matters relating to Loans or CAC's

performance hereunder with any of the officers, directors, employees or independent public accountants of CAC having knowledge of such matters.

(d) Keeping of Records and Books of Account. CAC will maintain and implement administrative and operating procedures (including without limitation, an ability to recreate records evidencing the Loans and the Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Loans.

(e) Performance and Compliance with Loans and Dealer Agreements. CAC, at its expense, will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Dealer Agreements related to the Loans in all material respects.

(f) Credit and Collection Policies. As long as it is the Servicer, CAC will comply in all material respects with the Credit Guidelines (as in effect on the Closing Date) and the Collection Guidelines in regard to each Loan and the related Dealer Agreement.

(g) Collections Received. CAC shall hold in trust, and deposit to the Collection Account, not later than the close of business on the second Business Day following the Date of receipt, all Collections received from time to time by CAC or the Servicer.

(h) Sale Treatment. CAC agrees to treat the conveyance of the Contributed Property made pursuant to this Agreement for all purposes (including, without limitation, tax and financial accounting purposes) as an absolute contribution and, to the extent any such reporting is required, shall report the transactions contemplated by this Agreement on all relevant books, records, tax returns, financial statements and other applicable documents as a complete disposition of the Contributed Party to Funding.

(i) ERISA. CAC will promptly give Funding written notice upon becoming aware that CAC is not in compliance in all material respects with ERISA or that any ERISA lien on any of the Loans exists.

(j) Preservation of Security Interest. CAC will file such financing and continuation statements and any other documents that may be required by any law or regulation of any Governmental Authority to preserve and perfect the security interest of Funding in, to and under the Contributed Property. CAC will maintain possession of the Dealer Agreements and the Contract Files and Records, as custodian for the Collateral Agent, as set forth in Section 6.2(c) of the Loan and Security Agreement. CAC, as Servicer, will comply with its covenants under Section 5.4(d) of the Loan and Security Agreement.

(k) Separateness. CAC will take such actions that are required on its part to be performed to cause (i) Funding to be in compliance, at all relevant times, with Section 5.2(o) of the Loan and Security Agreement, and (ii) all factual assumptions set forth in the opinion letters delivered by Dykema Gossett PLLC on the date hereof with respect to certain bankruptcy matters to remain true at all relevant times.

SECTION 5.2. Negative Covenants. During the term of this Agreement:

(a) No Sales, Liens, Etc. Except as otherwise provided herein, CAC will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or create or suffer to exist any Lien upon (or the filing of any financing statement) or with respect to (i) any of the Loans, the Related Security, Collections or other Contributed Property, (ii) any goods (other than inventory), the sale, which may give rise to any Loan, Related Security or Collections or other Contributed Property or (iii) any account to which any Collections of any Loan are sent, or, in each case, assign any right to receive income in respect thereof. CAC shall, and will cause each of its Subsidiaries to, specifically exclude from the property subject to any Lien granted on inventory any and all accounts receivable generated by sales of such inventory and the proceeds thereof and shall provide, upon Funding's request, evidence satisfactory to Funding that any such Lien (and each related UCC financing statement or other related filing) expressly excludes any such accounts receivable. CAC will provide Funding and the Deal Agent with a copy of any inventory financing agreement at least three Business Days prior to the effectiveness thereof.

(b) No Extension or Amendment of Loans. CAC will not extend, amend or otherwise modify the terms of any Loan, or amend, modify or waive any term or condition of any Dealer Agreement related thereto, except as permitted by any other Transaction Document.

(c) Credit Guidelines and Collection Guidelines. CAC will not amend, modify, restate or replace, in whole or in part, the Credit Guidelines or Collection Guidelines, which change would impair the collectibility of any Loan or Contract or otherwise adversely affect the interests or the remedies of Funding under this Agreement or any other Transaction Document, unless such change is permitted under the Loan and Security Agreement and unless CAC obtains the prior written consent of Funding.

(d) Change in Payment Instructions to Obligors. CAC will not make any change in its instructions to Obligors regarding payments to be made directly or indirectly, unless such change is permitted under the Loan and Security Agreement and Funding and CAC have each consented to such change and have received duly executed documentation related thereto.

(e) Change of Name, Etc. CAC will not change its name, identity, jurisdiction of organization or structure or location of its chief executive office, unless at least ten (10) days prior to the effective date of any such change CAC delivers to Funding and the Deal Agent such documents, instruments or agreements, including, without limitation, appropriate financing statements under the UCC, executed by CAC, as are necessary to reflect such change and to continue the perfection of Funding's and any assignee's interest in the Loans.

(f) Separate Business. CAC will not: (i) fail to maintain separate books, financial statements, accounting records and other corporate documents from those of Funding; (ii) commingle any of its assets or the assets of any of its Affiliates with those of Funding; (iii) pay from its own assets any obligation or indebtedness of any kind incurred by Funding; (iv) directly, or through any of its Affiliates, borrow funds or accept credit or guaranties from Funding.

SECTION 5.3 Indemnities by CAC.

(a) Without limiting any other rights that any such Person may have hereunder or under Applicable Law, CAC hereby agrees to indemnify Funding, or its assignee, and each of their respective Affiliates and officers, directors, employees and agents thereof (collectively, the "Indemnified Parties"), forthwith on demand, from and against any and all damages, losses, claims, liabilities and related costs and expenses, including attorneys' fees and disbursements (all of the foregoing being collectively referred to as the "Indemnified Amounts") awarded against or incurred by such Indemnified Party arising out of or as a result of this Agreement or in respect of any Loan or any Contract, excluding, however, (a) Indemnified Amounts to the extent resulting from gross negligence or willful misconduct on the part of such Indemnified Party or (b) Indemnified Amounts that arise as a result of non-payment of Loans due to credit problems of the Dealers or Obligors. If CAC has made any indemnity payment pursuant to this Section 5.3 and such payment fully indemnified the recipient thereof and the recipient thereafter collects any payments from others in respect of such Indemnified Amounts then, the recipient shall repay to CAC an amount equal to the amount it has collected from others in respect of such indemnified amounts. Without limiting the foregoing, CAC shall indemnify each Indemnified Party for Indemnified Amounts relating to or resulting from:

(i) any Contract or Loan treated as or represented by CAC to be an Eligible Contract or Eligible Loan that is not at the applicable time an Eligible Contract or Eligible Loan;

(ii) reliance on any representation or warranty made or deemed made by CAC or any of its officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(iii) the failure by CAC to comply with any term, provision or covenant contained in this Agreement or any agreement executed in connection with this Agreement, or with any Applicable Law, with respect to any Loan, Dealer Agreement, any Contract, or the nonconformity of any Loan, Dealer Agreement or Contract with any such Applicable Law;

(iv) the failure to vest and maintain vested in Funding, or its assignees, a first priority perfected security interest in the Contributed Property, free and clear of any Lien;

(v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Contributed Property, whether on the Initial Funding Date or at any subsequent time;

(vi) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Dealer or Obligor) of the relevant Dealer or Obligor to the payment of any Loan or Contract (including, without limitation, a defense based on such Loan or Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(v) any failure of CAC to perform its duties or obligations in accordance with the provisions of this Agreement or any failure by CAC to perform its respective duties under the Loans;

(vi) the failure by CAC to pay when due any Taxes for which CAC is liable, including without limitation, sales, excise or personal property taxes payable in connection with the Contributed Property;

(vii) the commingling of Collections of the Loans and Contracts at any time with other funds;

(viii) any investigation, litigation or proceeding related to this Agreement or in respect of any Loan or Contract; and

(ix) the failure by CAC to pay when due any Taxes for which CAC is liable, including without limitation, sales, excise or personal property taxes payable in connection with the Contributed Property;

(x) the failure of CAC, in its individual capacity, or any of its agents or representatives to remit to the Servicer, the Deal Agent, or the Collateral Agent Collections of the Loans and Contracts remitted to CAC, in its individual capacity, or any such agent or representative;

(xi) the failure of a Contract File to contain the relevant original Contract.

Notwithstanding the foregoing, CAC shall have no indemnification obligation hereunder with respect to any Loan or Contract in respect of which CAC shall have paid the Release Price under the Loan and Security Agreement after the date of such payment.

(b) Any amounts subject to the indemnification provisions of this Section 5.3 shall be paid by CAC to the Indemnified Party within five (5) Business Days following the the Indemnified Party's demand therefor.

(c) The obligations of CAC under this Section 5.3 shall survive the termination of this Agreement.

ARTICLE VI
REPURCHASE OBLIGATION

SECTION 6.1. Mandatory Repurchase upon Breach of Warranty. If any Loan, which has been contributed to Funding by CAC hereunder and which has been reported by CAC to be an Eligible Loan, shall fail to meet the conditions set forth in the definition of "Eligible Loan" on

the date of such report or for which any representation or warranty made herein in respect of such Loan shall fail to be true on the date so made, CAC shall be deemed to have received on such day a Collection of such Loan in full and shall on such day pay to Funding an amount equal to the Release Price of such Loan. If on any day any Contract, which has been contributed to Funding by CAC hereunder and which has been reported by CAC to be an Eligible Contract, shall fail to meet the conditions set forth in the definition of "Eligible Contract" on the date of such report or for which any representation or warranty made herein in respect of such Contract shall fail to be true on the date so made, CAC shall be deemed to have received on such day a Collection in the amount of the Release Price of such Contract and shall on such day pay to Funding an amount equal to the Release Price of such Contract. For purposes of this Section 6.1, Release Price shall be calculated as of the last day of the immediately preceding collection period. Upon the request of CAC, Funding shall release its security interest on the Loans and the Contracts for which payment has been made in accordance with this Section 6.1; provided, however, that any Income Collections relating to any such Loans accrued through the date of the release of the security interest in such Loans shall continue to be owned by Funding.

SECTION 6.2. No Recourse. Except as otherwise provided in this Article VI, the purchase and sale of the Loans under this Agreement shall be without recourse to CAC or the Servicer.

ARTICLE VII
CONDITIONS PRECEDENT

SECTION 7.1. Conditions to Funding's Obligations Regarding Loans. Consummation of the transactions contemplated hereby on the Closing Date, the Initial Funding Date and, where applicable, on the date of each Incremental Funding, shall be subject to the satisfaction of the following conditions:

(a) All representations and warranties of CAC contained in this Agreement shall be true and correct on the Closing Date, the Initial Funding Date and the date of each Incremental Funding with the same effect as though such representations and warranties had been made on such date and the date of each Incremental Funding;

(b) With respect to those Loans contributed on the Initial Funding Date and the date of each Incremental Funding, all information concerning such Loans provided to Funding shall be true and correct in all material respects as of the Initial Funding Date and the date of each Incremental Funding;

(c) CAC shall have substantially performed all other obligations required to be performed by the provisions of this Agreement;

(d) CAC shall have filed or caused to be filed, or shall have delivered for filing, the financing statement(s) required to be filed pursuant to Section 2.1(e);

(e) All corporate and legal proceedings and all instruments in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to

Funding, and Funding shall have received from CAC copies of all documents (including, without limitation, records of corporate proceedings) relevant to the transactions herein contemplated as Funding may reasonably have requested; and

(f) On the Initial Funding Date, CAC shall deliver to Funding and the Deal Agent a Monthly Report as of the Initial Funding Date.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

SECTION 8.1. Amendment. This Agreement and the rights and obligations of the parties hereunder may not be changed orally, but only by an instrument in writing signed by Funding and CAC and consented to in writing by the Deal Agent.

SECTION 8.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

SECTION 8.3. Notices. Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be sent by facsimile transmission with a confirmation of the receipt thereof and shall be deemed to be given for purposes of this Agreement on the day that the receipt of such facsimile transmission is confirmed in accordance with the provisions of this Section 8.3. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section, notices, demands, instructions (including payment instructions) and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses and accounts indicated below, and, in the case of telephonic instructions or notices, by calling the telephone number or numbers indicated for such party below:

(a) in the case of Funding:

CAC Funding Corp.
Silver Triangle Building
25505 West Twelve Mile Road
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Telephone: (248) 353-2700 (ext. 884)
Telecopy: (248) 827-8542

with a copy to:

Wachovia Securities, Inc.
One Wachovia Center, TW-9
Charlotte, North Carolina 28288
Attention: Conduit Administrator
Telephone: (704) 383-9343

Facsimile: (704) 383-6036

(b) in the case of CAC and in the case of the Servicer (for so long as the Servicer is CAC):

Credit Acceptance Corporation
Silver Triangle Building
25505 West Twelve Mile Road
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Telephone: (248) 353-2700 (ext. 884)
Telecopy: (248) 827-8542

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party.

SECTION 8.4. Severability of Provisions. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

SECTION 8.5. Assignment. This Agreement may not be assigned by the parties hereto, except that Funding may assign its rights hereunder pursuant to the Loan and Security Agreement to the Collateral Agent or the Deal Agent, for the benefit of VFCC and any Additional Conduits and the Investors, and that VFCC and any Additional Conduits may assign any or all of its rights to any Liquidity Bank. Funding hereby notifies CAC (and CAC hereby acknowledges) that Funding, pursuant to the Loan and Security Agreement, has assigned its rights hereunder to the Deal Agent. All rights of Funding hereunder may be exercised by the Deal Agent or its assignees, to the extent of their respective rights pursuant to such assignments.

SECTION 8.6. Further Assurances. Funding, CAC and the Servicer agree to do and perform, from time to time, any and all acts and to execute any and all further instruments required or reasonably requested by the other parties in order to more fully to effect the purposes of this Agreement, including, without limitation, the execution of any financing statements or continuation statements or equivalent documents relating to the Loans for filing under the provisions of the UCC or other laws of any applicable jurisdiction.

SECTION 8.7. No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of Funding, CAC or the Deal Agent, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privilege provided by law.

SECTION 8.8. Counterparts. This Agreement may be executed in two or more counterparts including telecopy transmission thereof (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one and the same instrument.

SECTION 8.9. Binding Effect; Third-Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The Deal Agent, the Collateral Agent on behalf of VFCC and the Investors, and any Liquidity Bank are intended by the parties hereto to be third-party beneficiaries of this Agreement.

SECTION 8.10. Merger and Integration. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement. This Agreement may not be modified, amended, waived or supplemented except as provided herein.

SECTION 8.11. Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

SECTION 8.12. Exhibits. The schedules and exhibits referred to herein shall constitute a part of this Agreement and are incorporated into this Agreement for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Funding and CAC each have caused this Contribution Agreement to be duly executed by their respective officers as of the day and year first above written.

FUNDING: CAC WAREHOUSE FUNDING CORPORATION II

By: /s/ DOUGLAS W. BUSK

Name: Douglas W. Busk

Title: Vice President -- Finance and Treasurer

CAC Warehouse Funding Corporation II
Silver Triangle Building
25505 West Twelve Mile Road
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Facsimile No.: 248-827-8542
Confirmation No.: 248-353-2400 (ext. 884)

CAC: CREDIT ACCEPTANCE CORPORATION

By: /s/ DOUGLAS W. BUSK

Name: Douglas W. Busk

Title: Treasurer and Chief Financial Officer

CAC Warehouse Funding Corp.
Silver Triangle Building
25505 West Twelve Mile Road
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Facsimile No. 248-827-8542
Confirmation No.: 248-353-2400 (ext. 884)

EXHIBIT 4(f)54

U.S. $100,000,000

LOAN AND SECURITY AGREEMENT

Dated as of September 30, 2003

Among

CAC WAREHOUSE FUNDING CORPORATION II

as the Borrower

CREDIT ACCEPTANCE CORPORATION

as the Servicer and Custodian

WACHOVIA BANK, NATIONAL ASSOCIATION

as an Investor, and the other Investors
from time to time party hereto

VARIABLE FUNDING CAPITAL CORPORATION

as a CP Conduit and a Lender, and the other CP Conduits
from time to time party hereto

WACHOVIA CAPITAL MARKETS, LLC

as the Deal Agent

WACHOVIA BANK, NATIONAL ASSOCIATION

as the Liquidity Agent for the VFCC Purchaser Group, and the
other Liquidity Agents from time to time party hereto

SYSTEMS & SERVICES TECHNOLOGIES, INC.

as the Backup Servicer

and

WACHOVIA CAPITAL MARKETS, LLC

as the Collateral Agent

TABLE OF CONTENTS

		Page
ARTICLE I	DEFINITIONS	1
Section 1.1.	Certain Defined Terms	1
Section 1.2.	Other Terms	26
Section 1.3.	Computation of Time Periods	26
Section 1.4.	Interpretation	26
ARTICLE II	THE LOAN FACILITY	26
Section 2.1.	Funding of the Advance; Grant of Security Interest	26
Section 2.2.	Acceptance by Collateral Agent	28
Section 2.3.	Procedures for Funding of Advances	30
Section 2.4.	Determination of Yield	31
Section 2.5.	Reduction of the Facility Limit and a Purchaser Group Facility Limit; Repurchase	31
Section 2.6.	Actions with Respect to Advance	32
Section 2.7.	Settlement Procedures	32
Section 2.8.	[Reserved.]	34
Section 2.9.	Collections and Allocations	34
Section 2.10.	Payments, Computations, Etc	35
Section 2.11.	[Reserved.]	35
Section 2.12.	Fees	35
Section 2.13.	Increased Costs; Capital Adequacy; Illegality	36
Section 2.14.	Taxes	37
Section 2.15.	Assignment of the Contribution Agreement	38
Section 2.16.	Take-Out	38
ARTICLE III	CONDITIONS TO THE CLOSING AND EACH FUNDING	40
Section 3.1.	Conditions to the Closing and the Initial Funding	40
Section 3.2.	Conditions Precedent To All Fundings	41
ARTICLE IV	REPRESENTATIONS AND WARRANTIES	43
Section 4.1.	Representations and Warranties of the Borrower	43
Section 4.2.	Representations and Warranties of the Borrower Relating to the Loans and the Related Contracts	47
Section 4.3.	Representations and Warranties of the Servicer	48
Section 4.4.	Representations and Warranties of the Backup Servicer	50
Section 4.5.	Breach of Representations and Warranties	50
ARTICLE V	GENERAL COVENANTS	52
Section 5.1.	Affirmative Covenants of the Borrower	52
Section 5.2.	Negative Covenants of the Borrower	56
Section 5.3.	Covenant of the Borrower Relating to the Hedging Agreement	61
Section 5.4.	Affirmative Covenants of the Servicer	61
Section 5.5.	Negative Covenants of the Servicer	63
Section 5.6.	Negative Covenants of the Backup Servicer	64

ARTICLE VI	ADMINISTRATION AND SERVICING OF CONTRACTS	65
Section 6.1.	Servicing	65
Section 6.2.	Duties of the Servicer and Custodian	65
Section 6.3.	Rights After Designation of Successor Servicer	68
Section 6.4.	Responsibilities of the Borrower	68
Section 6.5.	Reports	68
Section 6.6.	Additional Representations and Warranties of Credit Acceptance as Servicer	69
Section 6.7.	Establishment of the Accounts	70
Section 6.8.	Payment of Certain Expenses by Servicer	71
Section 6.9.	Annual Independent Public Accountant's Servicing Reports	71
Section 6.10.	The Servicer Not to Resign	71
Section 6.11.	Servicer Termination Events	72
Section 6.12.	Appointment of Successor Servicer	73
Section 6.13.	Responsibilities of the Borrower	74
Section 6.14.	Segregated Payment Account	74
ARTICLE VII	BACKUP SERVICER	74
Section 7.1.	Designation of the Backup Servicer	74
Section 7.2.	Duties of the Backup Servicer	74
Section 7.3.	Backup Servicing Compensation	74
ARTICLE VIII	[Reserved]	75
ARTICLE IX	SECURITY INTEREST	75
Section 9.1.	Security Agreement	75
Section 9.2.	Release of Lien	75
Section 9.3.	Further Assurances	75
Section 9.4.	Remedies	75
Section 9.5.	Waiver of Certain Laws	75
Section 9.6.	Power of Attorney	76
ARTICLE X	TERMINATION EVENTS	76
Section 10.1.	Termination Events	76
Section 10.2.	Remedies	78
ARTICLE XI	INDEMNIFICATION	79
Section 11.1.	Indemnities by the Borrower	79
Section 11.2.	Indemnities by the Servicer	81
Section 11.3.	After-Tax Basis	82
ARTICLE XII	THE DEAL AGENT AND THE LIQUIDITY AGENT	82
Section 12.1.	Authorization and Action	82
Section 12.2.	Delegation of Duties	83
Section 12.3.	Exculpatory Provisions	83
Section 12.4.	Reliance	84
Section 12.5.	Non-Reliance on Deal Agent, Liquidity Agents, Collateral Agent and Other Lenders	85
Section 12.6.	Reimbursement and Indemnification	86

Section 12.7. Deal Agent, Liquidity Agents and Collateral Agent in their Individual Capacities....86
Section 12.8. Successor Deal Agent, Liquidity Agents or Collateral Agent....86

ARTICLE XIII ASSIGNMENTS; PARTICIPATIONS....87
Section 13.1. Assignments and Participations....87

ARTICLE XIV MISCELLANEOUS....90
Section 14.1. Amendments and Waivers....90
Section 14.2. Notices, Etc....91
Section 14.3. Ratable Payments....91
Section 14.4. No Waiver; Remedies....92
Section 14.5. Binding Effect; Benefit of Agreement....92
Section 14.6. Term of this Agreement....92
Section 14.7. Governing Law; Consent to Jurisdiction; Waiver of Objection to Venue....92
Section 14.8. Waiver of Jury Trial....92
Section 14.9. Costs, Expenses and Taxes....93
Section 14.10. No Proceedings....93
Section 14.11. Recourse Against Certain Parties....94
Section 14.12. Protection of Right, Title and Interest in Assets; Further Action Evidencing the Funding....95
Section 14.13. Confidentiality; Tax Treatment Disclosure....96
Section 14.14. Execution in Counterparts; Severability; Integration....97
Section 14.15. Waiver of Setoff....97

EXHIBITS

EXHIBIT A	Form of Funding Notice
EXHIBIT B	Form of Assignment and Acceptance
EXHIBIT C	Form of Monthly Report
EXHIBIT D	Form of Joinder
EXHIBIT E	Form of Hedging Agreement (including Schedule and Confirmation)
EXHIBIT F	Form of Officer's Certificate as to Solvency
EXHIBIT G	Form of Take-Out Release
EXHIBIT H	Form of Contribution Agreement
EXHIBIT I	Form of Variable Funding Note
EXHIBIT J-1	Form 1 of Dealer Agreement
EXHIBIT J-2	Form 2 of Dealer Agreement
EXHIBIT K	[Reserved]
EXHIBIT L	Forms of Contracts
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	Form of Backup Servicing Agreement

SCHEDULES

SCHEDULE I	Condition Precedent Documents
SCHEDULE II	Credit Guidelines
SCHEDULE III	Tradenames, Fictitious Names and "Doing Business As" Names
SCHEDULE IV	Location of Records and Contract Files
SCHEDULE V	Loan and Contract List
SCHEDULE VI	Collection Guidelines
SCHEDULE VII	Forecasted Collections
SCHEDULE VIII	Commitment Amount of Each Investor
SCHEDULE IX	List of Dealer Agreements and Pools

THIS LOAN AND SECURITY AGREEMENT (the "Agreement") is made as of September [__], 2003, among:

(1) CAC WAREHOUSE FUNDING CORPORATION II, a Nevada corporation, (the "Borrower");

(2) CREDIT ACCEPTANCE CORPORATION, a Michigan corporation, ("Credit Acceptance", the "Originator", the "Servicer" or the "Custodian");

(3) WACHOVIA BANK, NATIONAL ASSOCIATION, as an investor for the VFCC Purchaser Group (an "Investor") and the other Investors from time to time party hereto;

(4) VARIABLE FUNDING CAPITAL CORPORATION, a Delaware corporation ("VFCC", a "CP Conduit" or a "Lender") and the other CP Conduits from time to time party hereto;

(5) WACHOVIA CAPITAL MARKETS, LLC, a Delaware limited liability company ("WCM"), as deal agent (the "Deal Agent");

(6) WACHOVIA BANK, NATIONAL ASSOCIATION a national banking association with its headquarters in Charlotte, North Carolina ("Wachovia"), as the liquidity agent for the VFCC Purchaser Group (a "Liquidity Agent") and the other Liquidity Agents from time to time party hereto;

(7) SYSTEMS & SERVICES TECHNOLOGIES, INC., a Delaware corporation (the "Backup Servicer"); and

(8) WACHOVIA CAPITAL MARKETS, LLC, a Delaware corporation (the "Collateral Agent").

IT IS AGREED as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms.

(a) Certain capitalized terms used throughout this Agreement are defined above or in this Section 1.1.

(b) As used in this Agreement and its schedules, exhibits and other attachments, unless the context requires a different meaning, the following terms shall have the following meanings:

Accrual Period: For any Payment Date, the period from and including the Payment Date immediately preceding such Payment Date (or in the case of the first Accrual Period, from and including the Closing Date) to but excluding such Payment Date.

Addition Date: With respect to any open Pool, the date on which any additional Loans are added to such Pool.

Additional Amount: Defined in Section 2.14.

Additional Conduit: Each commercial paper conduit which satisfies the conditions set forth in the definition of "Eligible Assignee" and becomes party hereto by execution of a Joinder.

Additional Loans: All Loans that become part of the Collateral after the Initial Funding.

Adjusted Eurodollar Rate: For any Accrual Period, an interest rate per annum equal to the sum of 1.0% and a fraction, expressed as a percentage and rounded upwards (if necessary), to the nearest 1/100 of 1%, (i) the numerator of which is equal to the LIBOR Rate for such Accrual Period and (ii) the denominator of which is equal to 100% minus the Eurodollar Reserve Percentage for such Accrual Period.

Additional Cut-Off Date: Each date on and after which Collections on an Additional Loan are to be transferred to the Collateral.

Additional Principal Payment Amount: With respect to any Payment Date during the Amortization Period, the lesser of: (i) Capital as of the immediately preceding Payment Date (after giving effect to all payments in reduction of principal on such Payment Date); and (ii) Collections remaining after distribution of amounts described in Section 2.7 (a)(i) through (vii).

Administration Agreement: That certain Amended and Restated Administration Agreement, dated as of July 1, 1998, executed between VFCC and WCM, as the same may be amended, supplemented, or otherwise modified from time to time.

Advance: As defined in Section 2.1.

Affected Party: Each of the Lenders, each Investor, each Liquidity Bank, any assignee or participant of any Lender, Investor or Liquidity Bank, WCM, any successor to WCM as Deal Agent, any sub-agent of the Deal Agent, Wachovia and any successor to any initial Liquidity Bank.

Affiliate: With respect to a Person, means any other Person that, directly or indirectly, controls, is controlled by or under common control with such Person, or is a director or officer of such Person. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") when used with respect to any specified Person means the possession, direct or indirect, of the power to vote 5% or more of the voting securities of such Person or to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

Agent's Account: An account at Wachovia Bank, National Association in the name of VFCC or at such other account as may be designated by the Deal Agent from time to time.

Aggregate Outstanding Eligible Loan Balance: On any date of determination, the sum of the Outstanding Balances of all Eligible Loans on such day.

Aggregate Outstanding Eligible Loan Net Balance: On any date of determination the Aggregate Outstanding Eligible Loan Balance less the related Loan Loss Reserves at the end of the most recent Collection Period.

Aggregate Unpaids: At any time, an amount, equal to the sum of all accrued and unpaid Capital, Yield, Breakage Costs, Hedge Breakage Costs and all other amounts owed by the Borrower hereunder, under any Hedging Agreement (including, without limitation, payments in respect of the termination of any such Hedging Agreement or under any other Transaction Document) or by the Borrower or any other Person under any fee letter (including, without limitation, the Fee Letter) delivered in connection with the transactions contemplated by this Agreement (whether due or accrued) and any unpaid fees due to the Backup Servicer, both before and after the Assumption Date.

Alternative Rate: An interest rate per annum equal to the Adjusted Eurodollar Rate; provided, however, that the Alternative Rate shall be the Base Rate if a Eurodollar Disruption Event occurs.

Amortization Event: The occurrence of any of the following events: (i) the Payment Rate averaged for any three (3) consecutive Collection Periods is less than 6.0%; (ii) the Net Yield Percentage is less than 12.0%; (iii) the Weighted Average Performing Advance Rate exceeds 45.0%; (iv) the Weighted Average Total Advance Rate exceeds 40.0%; (v) a Reserve Advance is made, except if on the date of such Reserve Advance, the Capital is zero; or (vi) Collections are less than 75.0% of Forecasted Collections for any two (2) consecutive Collection Periods.

Amortization Period: With respect to each Purchaser Group, the period beginning on the earlier of: (i) the occurrence of an Amortization Event and (ii) the occurrence of the Termination Date, and ending on the Collection Date.

Applicable Law: For any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including, without limitation, usury laws, the Federal Truth in Lending Act, and Regulation Z and Regulation B of the Board of Governors of the Federal Reserve System), and applicable judgments, decrees, injunctions, writs, orders, or line action of any Court, arbitrator or other administrative, judicial, or quasi-judicial tribunal or agency of competent jurisdiction.

Assignment and Acceptance: An assignment and acceptance entered into by an Investor and an Eligible Assignee, and accepted by the Deal Agent and the Liquidity Agent for the related Purchaser Group, in substantially the form of Exhibit B hereto.

Assumption Date: Defined in the Backup Servicing Agreement.

Available Funds: With respect to any Payment Date: (i) all amounts deposited in the Collection Account during the Collection Period (other than Dealer Collections and Repossession Expenses) that ended on the last day of the calendar month immediately preceding the calendar month in which such Payment Date occurs and investment earnings thereon; (ii) all amounts deposited in the Collection Account from the Reserve Account in accordance with

Section 2.9(d) hereof; (iii) all amounts paid by the Borrower pursuant to Section 4.5 hereof during or with respect to the prior Collection Period in respect of Ineligible Loans or Ineligible Contracts; (iv) amounts paid by the Borrower pursuant to Section 2.16 hereof; and (v) all amounts paid under any Dealer Agreement.

Backup Servicer: Systems & Services Technologies, Inc.

Backup Servicing Fee: The fee payable by the Borrower to the Backup Servicer pursuant to the Backup Servicing Agreement and Section 7.3 hereof.

Bankruptcy Code: The United States Bankruptcy Reform Act of 1978 (11 U.S.C.ss. 101, et seq.), as amended from time to time.

Base Rate: On any date, a fluctuating interest rate per annum equal to the higher of (a) the Prime Rate or (b) the Federal Funds Rate plus 2.0%.

Benefit Plan: Any employee benefit plan as defined in Section 3(3) of ERISA in respect of which the Borrower or any ERISA Affiliate of the Borrower is, or at any time during the immediately preceding six years was, an "employer" as defined in Section 3(5) of ERISA.

Borrower: CAC Warehouse Funding Corporation II, a Nevada corporation.

Borrowing Base: On any date of termination, the product of Aggregate Outstanding Eligible Loan Net Balance and (ii) the Net Advance Rate.

Breakage Costs: Any amount or amounts as shall compensate any Lender for any loss, cost or expense incurred by such Lender (as determined by such Lender (or, in the case of VFCC, by the Deal Agent on behalf of VFCC) in such Person's sole discretion) as a result of a prepayment by the Borrower of Capital or Yield.

Business Day: Any day other than a Saturday or a Sunday on which (a) banks are not required or authorized to be closed in New York City, New York, Charlotte, North Carolina, Detroit, Michigan or Nevada, or if the Backup Servicer has become the Servicer, Missouri or Indiana and (b) if the term "Business Day" is used in connection with the determination of the LIBOR Rate, dealings in United States dollar deposits are carried on in the London interbank market.

Capital: The amounts advanced to the Borrower by the Lenders pursuant to Section 2.1(a) and Section 2.3, reduced from time to time by Collections distributed on account of such Capital pursuant to Section 2.7; provided, however, if such Capital shall have been reduced by any distribution and thereafter all or a portion of such distribution is rescinded or must otherwise be returned for any reason, such Capital shall be increased by the amount of such rescinded or returned distribution, as though it had not been made; provided, further, that the aggregate amount of Capital may not, at any time, exceed the lesser of: (i) the Facility Limit and (ii) the Borrowing Base.

Capped Servicing Fee: With respect to any Collection Period when the Backup Servicer has become the Servicer, the greater of (x) an amount equal to the product of (i) 10.00% and (ii)

Collections received during such Collection Period (exclusive of amounts received under any Hedging Agreement) and (y) $5,000.

Carrying Costs: with respect to any Payment Date, the sum of amounts payable under Section 2.7(a)(v)(A)-(C).

Change-in-Control: Any of the following:

(a) the creation or imposition of any Lien on any shares of capital stock of the Borrower; or

(b) the failure by Originator to own all of the issued and outstanding capital stock of the Borrower.

Closing Date: September 30, 2003.

Code: The Internal Revenue Code of 1986, as amended from time to time.

Collateral: Defined in Section 2.2(a).

Collateral Agent: Wachovia Capital Markets, LLC

Collection Account: Defined in Section 6.7(a).

Collection Date: The date following the Termination Date on which the Aggregate Unpaids have been reduced to zero and indefeasibly paid in full.

Collection Guidelines: With respect to Credit Acceptance, the policies and procedures of the Servicer, attached hereto as Schedule VI, relating to the collection of amounts due on contracts for the sale of automobiles and/or light-duty trucks, as in effect on the Cut-Off Date and as amended from time to time in accordance herewith and with the other Transaction Documents, and with respect to the Backup Servicer, as Successor Servicer, the servicing policies and procedures set forth in the Backup Servicing Agreement.

Collection Period: Each calendar month, except in the case of the first Collection Period, the period beginning on the Cut-Off Date to and including the last day of the calendar month in which the Funding Date occurs.

Collections: All payments (including Recoveries, credit-related insurance proceeds, amounts received under any Hedging Agreement and proceeds of Related Security and so long as Credit Acceptance is the Servicer, excluding certain recovery and repossession expenses, in accordance with the terms of the Dealer Agreements) received by the Servicer, Credit Acceptance or the Borrower on or after the Cut-Off Date in respect of the Loans in the form of cash, checks, wire transfers or other form of payment in accordance with the Loans and the Dealer Agreements.

Commercial Paper Notes: With respect to any CP Conduit, on any day, any short-term promissory notes issued by such CP Conduit.

Commitment: For each Investor, the commitment of such Investor to make Advances to the Borrower in an amount not to exceed the amount set forth opposite such Investor's name on Schedule VIII to this Agreement or as set forth in the Joinder executed by such Investor, as the case may be.

Commitment Termination Date: With respect to the each Purchaser Group, 364 days from the Closing Date, or with respect to any Purchaser Group such later date to which the Commitment Termination Date may be extended in the sole discretion of such Purchaser Group in accordance with the terms of Section 2.1(b).

Contract: Each retail installment sales contract, in substantially one of the forms attached hereto as Exhibit L, relating to the sale of a new or used automobile or light-duty truck originated by a Dealer and in which Credit Acceptance shall have been granted a security interest and shall have acquired certain other rights under the related Dealer Agreement to secure the related dealer's obligation to repay one or more related Loans.

Contract Files: With respect to each Contract, the fully executed original counterpart (for UCC purposes) of the Contract, either a copy of the application to the appropriate state authorities for a certificate of title with respect to the related financed vehicle or a standard assurance in the form commonly used in the industry relating to the provision of a certificate of title or other evidence of lien, all original instruments modifying the terms and conditions of such Contract and the original endorsements or assignments of such Contract.

Contribution Agreement: The Contribution Agreement, dated as of the date hereof, substantially in the form of Exhibit H hereto, between Credit Acceptance and the Borrower, as the same may be amended, restated, supplemented or otherwise modified from time to time.

Contractual Obligation: With respect to any Person, means any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

CP Conduit: VFCC and any Additional Conduit.

CP Rate: (a) With respect to VFCC, for any day during any Accrual Period, the per annum rate equivalent to the weighted average of the per annum rates paid or payable by VFCC from time to time as interest on or otherwise (by means of interest rate hedges or otherwise taking into consideration any incremental carrying costs associated with short-term promissory notes issued by VFCC maturing on dates other than those certain dates on which VFCC is to receive funds) in respect of the promissory notes issued by VFCC that are allocated, in whole or in part, by the Deal Agent (on behalf of VFCC) to fund or maintain Capital during such period, as determined by the Deal Agent (on behalf of VFCC) and reported to the Borrower and the Servicer, which rates shall reflect and give effect to (i) the commissions of placement agents and dealers in respect of such promissory notes, to the extent such commissions are allocated, in whole or in part, to such promissory notes by the Deal Agent (on behalf of VFCC) and (ii) other borrowings by VFCC, including, without limitation, borrowings to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market; provided, however,

that if any component of such rate is a discount rate, in calculating the CP Rate, the Deal Agent shall for such component use the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum and (b) with respect to any other CP Conduit, the rate identified as the "CP Rate" in the Joinder related to its Purchaser Group.

Credit Acceptance: Credit Acceptance Corporation, a Michigan corporation, and its successors and permitted assigns.

Credit Acceptance Payment Account: The clearinghouse account number xxxxxx5068 maintained by Credit Acceptance at Comerica Bank, where payments received in respect of all loans and contracts are deposited or paid.

Credit Agreement: The Second Amended and Restated Credit Agreement, dated as of June 9, 2003 among Credit Acceptance, Comerica Bank, as Administrative Agent and Collateral Agent, the banks signatory thereto, Credit Acceptance UK Limited, CAC of Canada Limited and Credit Acceptance Corporation Ireland Limited; provided, however, to the extent the Credit Agreement is amended or terminated after the date hereof, references to the Credit Agreement shall refer to the Credit Agreement on the date hereof unless otherwise consented to by the Deal Agent.

Credit Guidelines: The policies and procedures of Credit Acceptance, relating to the extension of credit to automobile and light-duty truck dealers in respect of retail installment contracts for the sale of automobiles and/or light-duty trucks, including, without limitation, the policies and procedures for determining the creditworthiness of such dealers and relating to this extension of credit to such dealers and the maintenance of installment sale contracts, as in effect on the Cut-Off Date and as amended from time to time in accordance herewith and with the other Transaction Documents, attached hereto as Schedule II.

Custodian: Credit Acceptance, or any person appointed as Custodian pursuant to Section 6.2(d).

Cut-Off Date: With respect to the Initial Funding, August 31, 2003, and with respect to each Incremental Funding, the related Additional Cut-Off Date.

Date of Processing: With respect to any transaction relating to a Loan or a Contract, the date on which such transaction is first recorded on the Servicer's master servicing file (without regard to the effective date of such recordation).

Deal Agent: Defined in the preamble of the Agreement.

Dealer: Any new or used automobile and/or light-duty truck dealer who has entered into a Dealer Agreement with Credit Acceptance.

Dealer Agreement: Each agreement between Credit Acceptance and any Dealer, in substantially the forms attached hereto as Exhibit J-1 and Exhibit J-2.

Dealer Collections: Defined in Section 2.9(d).

Dealer Concentration Limit: With respect to any Dealer, an amount equal to:

(i) in the case of Loans related to any Dealer, 4.0% of the aggregate Net Loan Balance, on the Funding Date; and

(ii) in the case of Contracts related to any Dealer, 2.0% of the Outstanding Balance of all Eligible Contracts on the Funding Date; provided, however, that for no more than three Dealers, such limit shall be 2.3% of the Outstanding Balance of all Eligible Contracts on the Funding Date.

Defaulted Contract: Each Contract for which the amounts due thereunder should be charged off in accordance with the Servicer's accounting policies in effect from time to time. A Contract shall become a Defaulted Contract on the day on which the amounts due under such Contract are recorded as charged off on the Servicer's master file of Contracts, but, in any event, shall be deemed a Defaulted Contract no later than the earlier of (x) the day it becomes 90 days delinquent, based on the date the last payment thereon was received by the Servicer and (y) the day on which an auction check is posted to the relevant account.

Derivatives: Any exchange-traded or over-the-counter (i) forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination thereof, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) any similar transaction, contract, instrument, undertaking or security, or (iii) any transaction, contract, instrument, undertaking or security containing any of the foregoing.

Determination Date: The fourth (4th) Business Day prior to the related Payment Date.

Dissenting Investor: Defined in Section 2.1(b)(ii).

Downgraded Investor: Defined in Section 2.5(b).

Eligible Assignee: With respect to any CP Conduit: (a) a Person whose short-term rating is at least A-1 from S&P and P-1 from Moody's, or whose obligations under this Agreement are guaranteed by a Person whose short-term rating is at least A-1 from S&P and P-1 from Moody's, or (b) such other Person satisfactory to such CP Conduit, the Deal Agent and each of the rating agencies rating the Commercial Paper Notes of such CP Conduit.

Eligible Contract: Each Contract which (i) at the time of its pledge by the applicable Dealer to the Originator, satisfied the requirements for "Qualified Loan" set forth in the related Dealer Agreement and (ii) is not an Overconcentration Contract.

Eligible Dealer Agreement: Each Dealer Agreement:

(a) which was originated by the Originator in compliance with all applicable requirements of law and which complies with all applicable requirements of law;

(b) with respect to which all material consents, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given by the Borrower, Credit Acceptance or by the Servicer in connection with the origination of such Dealer Agreement or the execution, delivery and performance by the Borrower, Credit Acceptance or by the Servicer of such Dealer Agreement have been duly obtained, effected or given and are in full force and effect;

(c) as to which at the time of the transfer of rights thereunder to the Collateral Agent and the Secured Parties, the Borrower will have good and marketable title thereto, free and clear of all Liens;

(d) the Borrower's rights under which have been the subject of a valid grant by the Borrower of a first priority perfected security interest in such rights and in the proceeds thereof in favor of the Collateral Agent;

(e) which will at all times be the legal, valid and binding obligation of the Dealer party thereto (it being understood that recourse for such payment obligation shall be limited to the extent set forth in the Dealer Agreement), enforceable against such Dealer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting the enforcement of creditors' rights in general and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity);

(f) which constitutes either a "general intangible" or "tangible chattel paper" under and as defined in Article 9 of the UCC;

(g) which, at the time of the pledge of the rights to payment thereunder to the Collateral Agent and the Secured Parties, no right to payment thereunder has been waived or modified;

(h) which is not subject to any right of rescission, setoff, counterclaim or other defense (including the defense of usury), other than defenses arising out of applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general;

(i) as to which Credit Acceptance, the Servicer and the Borrower have satisfied all obligations to be fulfilled at the time the rights to payment thereunder are pledged to the Collateral Agent and the Secured Parties;

(j) as to which the related Dealer has not asserted that such agreement is void or unenforceable;

(k) as to which the related Dealer is not bankrupt or insolvent;

(l) as to which the related Dealer is not an Affiliate of or an executive of Credit Acceptance or an Affiliate of Credit Acceptance;

(m) as to which the related Dealer is located in the United States; and

(n) as to which none of Credit Acceptance, the Servicer nor the Borrower has done anything, at the time of its pledge to the Collateral Agent and Secured Parties, to impair the rights of the Collateral Agent and Secured Parties therein.

Eligible Loans: Each Loan, at the time of its transfer to the Borrower under the Contribution Agreement:

(a) which has arisen under a Dealer Agreement that, on the day the Loan was created, qualified as an Eligible Dealer Agreement;

(b) which was created in compliance with all applicable requirements of law and pursuant to an Eligible Dealer Agreement which complies with all applicable requirements of law;

(c) with respect to which all material consents, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority required to be obtained, effected or given by the Borrower, in connection with the creation of such Loan or the execution, delivery and performance by the Borrower, of the related Eligible Dealer Agreement have been duly obtained, effected or given and are in full force and effect;

(d) as to which at the time of the pledge of such Loan to the Collateral Agent and the Secured Parties, the Borrower will have good and marketable title thereto, free and clear of all Liens;

(e) as to which valid first priority perfected security interest in such Loan, related security and in the Proceeds thereof has been granted by the Originator in favor of the Borrower and by the Borrower in favor of the Collateral Agent;

(f) which will at all times be the legal, valid and binding payment obligation of the Obligor thereof (it being understood that recourse for such payment obligation shall be limited to the extent set forth in the Dealer Agreement), enforceable against such Obligor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, now or hereafter in effect, affecting the enforcement of creditors' rights in general and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity);

(g) which constitutes a "general intangible" under and as defined in Article 9 of the UCC as in effect in the Relevant UCC State;

(h) the financing of which with the proceeds of commercial paper would constitute a "current transaction" within the meaning of Section 3(a)(3) of the Securities Act;

(i) which is denominated and payable in United States dollars;

(j) which, at the time of its pledge to the Collateral Agent and the Secured Parties, has not been waived or modified;

(k) which is not subject to any right of rescission (subject to the rights of the related Dealer to repay the outstanding balance of the Loan and terminate the related Dealer Agreement), setoff, counterclaim or other defense (including the defense of usury), other than defenses arising out of applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights in general;

(l) as to which Credit Acceptance, the Servicer and the Borrower have satisfied all obligations to be fulfilled at the time it is pledged to the Collateral Agent and the Secured Parties;

(m) as to which the related Dealer has not asserted that the related Dealer Agreement is void or unenforceable;

(n) as to which the related Dealer is not bankrupt or insolvent;

(o) as to which none of Credit Acceptance, the Servicer nor the Borrower has done anything, at the time of its pledge to the Collateral Agent and the Secured Parties, to impair the rights of the Collateral Agent and the Secured Parties;

(p) is not an Overconcentration Loan; and

(q) the proceeds of which were used to finance the purchases of new or used automobiles and/or light-duty trucks and related products.

ERISA: The United States Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

ERISA Affiliate: (a) Any corporation that is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (b) a trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower, or (c) a member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (a) above or any trade or business described in clause (b) above.

Eurocurrency Liabilities: Defined in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

Eurodollar Disruption Event: The occurrence of any of the following: (a) a determination by a Lender that it would be contrary to law or to the directive of any central bank or other governmental authority (whether or not having the force of law) to obtain United States dollars in the London interbank market to make, fund or maintain the Funding, (b) the failure of one or more of the Reference Banks to furnish timely information for purposes of determining the Adjusted Eurodollar Rate, (c) a determination by a Lender that the rate at which deposits of United States dollars are being offered to such Lender in the London interbank market does not accurately reflect the cost to such Lender of making, funding or maintaining the Funding or (d) the inability of a Lender to obtain United States dollars in the London interbank market to make, fund or maintain the Advance.

Eurodollar Reserve Percentage: Of any Reference Bank for any period, for Capital means the percentage applicable during such period (or, if more than one such percentage shall be so applicable, the daily average of such percentages for those days in such period during which any such percentage shall be so applicable) under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor) for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for such Reference Bank with respect to liabilities or assets consisting of or including Eurocurrency Liabilities having a term of one month.

Excess Reserve Amount: With respect to any Payment Date, the excess, if any, of the amount on deposit in the Reserve Account over the Required Reserve Account Amount.

Excluded Dealer Agreement Rights: With respect to any Dealer Agreement, the rights of Credit Acceptance thereunder related to loans made to the related Dealer which are not Loans pledged by the Borrower to the Collateral Agent hereunder, including rights of set-off and rights of indemnification, related to such Loans.

Facility Fee: With respect to each Purchaser Group, defined in the Fee Letter related to such Purchaser Group.

Facility Limit: Initially, $100,000,000; as such amount may vary from time to time upon the written agreement of the Borrower, Credit Acceptance, the Deal Agent and the Liquidity Agents; provided, however, that on any date on or after the end of the Revolving Period with respect to all Purchaser Groups, the Facility Limit shall mean the aggregate outstanding Capital on such date, and; provided, further, if the Termination Date occurs with respect to fewer than all Purchaser Groups, the Facility Limit shall be equal to the sum of the Purchaser Group Facility Limits for each Purchaser Group for which the Termination Date has not occurred plus the outstanding Capital on the Termination Date for each Purchaser Group for which the Termination Date has occurred.

Federal Funds Rate: For any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the federal funds rates as quoted by Wachovia and confirmed in Federal Reserve Board Statistical Release H.15(519) or any successor or substitute publication selected by Wachovia (or, if such day is not a Business Day, for the next preceding Business Day), or, if, for any reason, such rate is not available on any day, the rate determined, in the sole opinion of Wachovia, to be the rate at which federal funds are being offered for sale in the national federal funds market at 9:00 a.m. Charlotte, North Carolina time.

Fee Letter: With respect to each Purchaser Group, the Fee Letter, dated as of the date hereof, in the case of the VFCC Purchaser Group, or in the case of any other Purchaser Group, the date of the Joinder related to such Purchaser Group, among the Borrower, the Servicer and the Deal Agent, in the case of VFCC, and among the Borrower, the Servicer, the Deal Agent and the related Liquidity Agent, in the case of any other Purchaser Group, as any such letter may be amended, modified, supplemented, restated or replaced from time to time.

Financed Vehicle: With respect to a Contract, any new or used automobile, light-duty truck, minivan or sport utility vehicle, together with all accessories thereto, securing the related Obligor's indebtedness thereunder.

Forecasted Collections: The expected amount of Collections to be received with respect to the Aggregate Outstanding Eligible Loan Balance each month as determined by Credit Acceptance in accordance with its forecasting model, which shall be submitted to the Deal Agent with each Funding Notice related to a proposed Advance.

Funding: An Advance by a Lender pursuant to Section 2.1 and Section 2.3 hereof.

Funding Date: In the case of the Initial Funding, and as to any Incremental Funding, the second Business Day immediately following receipt by the Deal Agent of a Funding Notice, delivered in accordance with Section 2.2, provided that such Funding Notice is received by 5:00 pm, Charlotte time.

Funding Notice: The notice, in the form of Exhibit A hereto, delivered in accordance with Section 2.3 hereof.

GAAP: Generally accepted accounting principles as in effect from time to time in the United States.

Governmental Authority: Any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any body or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over such Person, and any accounting board or authority (whether or not a part of government) which is responsible for the establishment or interpretation of national or international accounting principles, in each case whether foreign or domestic.

H.15: Federal Reserve Statistical Release H.15.

Hedge Breakage Costs: For any Hedge Agreement, any amount payable by the Borrower for the early termination of such Hedge Agreement or any portion thereof.

Hedge Costs: For any Hedging Agreement, any amount payable by the Borrower with respect thereto, including any swap payments, any breakage payments, any termination payments, any notional reduction payments and any other amounts due to the Hedge Counterparty.

Hedge Counterparty: Any entity that (a) on the date of entering into any Hedge Transaction (i) is an interest rate swap dealer that is either a Lender or an Affiliate of a Lender, or has been approved in writing by the Deal Agent (which approval shall not be unreasonably withheld), and (ii) unless otherwise agreed to by the Deal Agent, has a long-term unsecured debt rating of not less than "A" by S&P and not less than "A2" by Moody's ("Long-term Rating Requirement") and a short-term unsecured debt rating of not less than "A-1" by S&P and not less than "P-1" by Moody's ("Short-term Rating Requirement"), and (b) in a Hedging Agreement (i) consents to the assignment of the Borrower's rights under the Hedging Agreement to the Deal

Agent pursuant to Section 2.2(a) and (ii) agrees that in the event that Moody's or S&P reduces its long-term unsecured debt rating below the Long-term Rating Requirement, or reduces its short-term unsecured debt rating below the Short-term Rating Requirement, it shall transfer its rights and obligations under each Hedging Agreement to another entity that meets the requirements of clause (a) and (b) hereof and has entered into a Hedging Agreement with the Borrower on or prior to the date of such transfer.

Hedge Transaction: Each interest rate swap or other interest rate protection transaction between the Borrower and a Hedge Counterparty that is entered into pursuant to Section 5.3 hereof and is governed by a Hedging Agreement.

Hedging Agreement: Each agreement between the Borrower and a Hedge Counterparty that governs one or more Hedge Transactions entered into pursuant to Section 5.3(a) hereof, substantially in the form of Exhibit E hereto or such other form as the Deal Agent shall approve in writing, and each "Confirmation" thereunder confirming the specific terms of each such Hedge Transaction.

Increased Costs: Any amounts required to be paid by the Borrower to an Affected Party pursuant to Section 2.13.

Incremental Funding: Any Advance made after the Initial Funding that increases the aggregate outstanding Capital hereunder.

Independent Director: Defined in Section 5.2(o)(xxvii).

Ineligible Contract: Each Contract other than an Eligible Contract.

Ineligible Loan: Each Loan other than an Eligible Loan.

Indebtedness: With respect to any Person at any date, (a) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or that is evidenced by a note, bond, debenture or similar instrument, (b) all obligations of such Person under leases that shall have been or should be, in accordance with generally accepted accounting principles, recorded as capital leases, (c) all obligations of such Person in respect of acceptances issued or created for the account of such Person, (d) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (e) all indebtedness, obligations or liabilities of that Person in respect of Derivatives, and (f) obligations under direct or indirect guaranties in respect of obligations (contingent or otherwise) to purchase or otherwise acquire, or to otherwise assure a creditor against loss in respect of, indebtedness or obligations of others of the kind referred to in clauses (a) through (e) above.

Indemnified Amounts: Defined in Section 11.1(a).

Indemnified Parties: Defined in Section 11.1(a).

Initial Facility Limit: $100,000,000.

Initial Funding: Defined in Section 2.3(a).

Insolvency Event: With respect to a specified Person, (a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable Insolvency Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days; or (b) the commencement by such Person of a voluntary case under any applicable Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

Insolvency Laws: The Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

Insolvency Proceeding: Any case, action or proceeding before any court or other Governmental Authority relating to any Insolvency Event.

Instrument: Any "instrument" (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

Investors: With respect to the VFCC Purchaser Group, Wachovia Bank, National Association and with respect to each other Purchaser Group, the financial institutions identified as "Investors" on the Joinder related to such Purchaser Group.

Investment: With respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, excluding the acquisition of Assets pursuant to the Contribution Agreement and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business.

Issuer: VFCC, each CP Conduit and any other Lender, whose principal business consists of issuing commercial paper or other securities to fund its acquisition or maintenance of receivables, accounts, instruments, chattel paper, general intangibles and other similar assets.

Joinder: With respect to each Purchaser Group, other than the VFCC Purchaser Group, the agreement among a CP Conduit, its related Investors, its related Liquidity Agent, the Borrower, Credit Acceptance and the Deal Agent, substantially in the form of Exhibit D hereto.

Late Fees: If the Backup Servicer has become the successor Servicer, any late fees collected with respect to any Contract in accordance with the Collection Guidelines.

Lenders: Collectively, VFCC and its related Investors, each other CP Conduit and its related Investors and any other Person that agrees, pursuant to the pertinent Assignment and Acceptance, to make or maintain Fundings pursuant to this Agreement.

LIBOR Rate: For any portion of Capital and any day during any Accrual Period, an interest rate per annum equal to:

(i) the posted rate for 30-day deposits in United States Dollars appearing on Telerate page 3750 as of 11:00 a.m. (London time) on the Business Day which is the second Business Day immediately preceding the first day of the applicable Accrual Period; or

(ii) if no such rate appears on Telerate page 3750 at such time and day, then the LIBOR Rate shall be determined by Wachovia at its principal office in Charlotte, North Carolina as its rate (each such determination, absent manifest error, to be conclusive and binding on all parties hereto and their assignees) at which 30-day deposits in United States Dollars are being, have been, or would be offered or quoted by Wachovia to major banks in the applicable interbank market for Eurodollar deposits at or about 11:00 a.m. (Charlotte, North Carolina time) on such day.

Lien: With respect to any Loan, Dealer Agreement or Contract, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind (other than any tax liens, mechanics' liens, liens of collection attorneys or agents collecting the property subject to such tax lien or mechanics' lien and any liens which attach thereto by operation of law).

Liquidity Agent: With respect to the VFCC Purchaser Group, Wachovia Bank, National Association, and with respect to each other Purchaser Group, the financial institution identified as the "Liquidity Agent" on the Joinder related to such Purchaser Group.

Liquidity Agreement: (a) With respect to VFCC, the Liquidity Purchase Agreement, dated as of the date hereof among VFCC, as seller, the Investors named therein, WCM, as deal agent and documentation agent, and Wachovia Bank, National Association, as liquidity agent and (b) with respect to each other CP Conduit, the liquidity and/or credit support agreement identified as the "Liquidity Agreement" on the Joinder related to such Purchaser Group, which shall include any agreement to purchase an assignment of or participation in a CP Conduit's portion of the Capital.

Liquidity Bank: (i) With respect to VFCC, each liquidity bank that is a party to the Liquidity Agreement and (ii) with respect to each other CP Conduit any bank, insurance company or other financial institution extending or having a commitment to extend funds to or for the account of such CP Conduit (including by an agreement to purchase an assignment of or participation in such CP Conduit's portion of the Capital) under a Liquidity Agreement. Each Investor shall be deemed to be a Liquidity Bank for its related CP Conduit.

Loan: All amounts advanced by Credit Acceptance under a Dealer Agreement and payable from Collections, including servicing charges, insurance charges and service policies and all related finance charges, late charges, and all other fees and charges charged to customers; provided, however, that the term "Loan" shall, for the purposes of this Agreement, include only

those Loans identified from time to time on Schedule V hereto, as amended from time to time in accordance herewith.

Loan Loss Reserve: The loan loss reserve, calculated in accordance with Credit Acceptance's periodic analysis of the performance of each Dealer, maintained against the Loans of such Dealer, equal to the amount by which the Outstanding Balance of such Loans exceeds the present value of Forecasted Collections of the related Contracts.

Material Adverse Effect: With respect to any event or circumstance, means a material adverse effect on (a) the business, condition (financial or otherwise), operations, performance, properties or prospects of the Originator, the Servicer or the Borrower, (b) the validity, enforceability or collectibility of this Agreement or any other Transaction Document or the validity, enforceability or collectibility of the Loans, (c) the rights and remedies of the Deal Agent, the Collateral Agent or Secured Parties, (d) the ability of the Borrower, the Originator or the Servicer to perform its obligations under this Agreement or any Transaction Document, or (e) the status, existence, perfection, priority or enforceability of the Collateral Agent's or any Secured Party's interest in the Collateral.

Material Debt: Defined in Section 6.11(i).

Monthly Principal Payment Amount: With respect to any Payment Date, the amount, if any, necessary to reduce the Capital as of the prior Payment Date to the Borrowing Base as of the last day of the related Collection Period.

Monthly Report: Defined in Section 6.5(a).

Moody's: Moody's Investors Service, Inc., and any successor thereto.

Multiemployer Plan: A "multiemployer plan" as defined in Section 4001(a)(3) of ERISA that is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower or any ERISA Affiliate on behalf of its employees.

Net Advance Rate: 70%.

Net Loan Balance: With respect to any Loan, the excess of the related Outstanding Balance over the related Loan Loss Reserve.

Net Yield Percentage: For any Collection Period, the ratio, expressed as a percentage, the numerator of which is equal to the product of (i) 12 and (ii) the excess of (A) the product of (I) Collections (for the respective Collection Period) and (II) 20% over the (B) the sum of amounts distributed under Section 2.7(a)(i) through (v) and the denominator of which is equal to the Capital as of the first day of such Collection Period.

Nonconforming Contract: Defined in Section 6.2(c)(ii).

Nonextending Investor: Defined in Section 2.1(b).

Note: The Variable Funding Note of the Borrower, issued to the Deal Agent for the benefit of the Lenders pursuant to Section 2.1(c) hereof substantially in the form of Exhibit I hereto.

Obligor: With respect to any Loan, Dealer Agreement or Contract, the Person or Persons obligated to make payments with respect to such Dealer Agreement, Loan or Contract, respectively, including any guarantor thereof.

Officer's Certificate: A certificate signed by any officer of the Borrower or the Servicer, as the case may be, and delivered to the Collateral Agent.

Opinion of Counsel: A written opinion of counsel, which opinion and counsel are reasonably acceptable to the Deal Agent.

Originator: Defined in the preamble of this Agreement.

Outstanding Balance:

(i) With respect to any Contract on any date of determination, all amounts owing under such Contract (whether considered principal or as finance charges) on such date of determination. The Outstanding Balance with respect to a Contract shall be deemed to have been created at the end of the day on the Date of Processing of such Contract; which shall be greater than or equal to zero (except in the case of a Contract as to which the final payment on such Contract is in excess of the amount owed on such Contract on the date of such final payment); and

(ii) with respect to any Loan on any date of determination, the aggregate amount advanced under such Loan plus all collection costs owed to Credit Acceptance under and as defined in the related Dealer Agreement less all Collections applied through such date of determination in accordance with the related Dealer Agreement to the reduction of the balance of such Loan.

Overconcentration Contract: With respect to any Dealer, the amount by which the aggregate Outstanding Balance of all Contracts related to such Dealer, calculated on the Funding Date exceeds the Dealer Concentration Limit described in clause (ii) of the definition of Dealer Concentration Limit.

Overconcentration Loan: With respect to any Dealer, the amount by which the aggregate Net Loan Balance related to such Dealer, calculated on the Funding Date, exceeds the Dealer Concentration Limit described in clause (i) of the definition of Dealer Concentration Limit.

Payment Date: The fifteenth (15th) day of each calendar month or, if such day is not a Business Day, the next succeeding Business Day.

Payment Rate: With respect to any Collection Period, the ratio, expressed as a percentage, the numerator of which is equal to Collections received during such Collection Period and the denominator of which is equal to the Aggregate Outstanding Eligible Loan Net Balance as of the first day of such Collection Period.

Permitted Investments: Any one or more of the following types of investments:

(a) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States of America and that have a maturity of not more than 270 days from the date of acquisition;

(b) marketable obligations, the full and timely payment of which are directly and fully guaranteed by the full faith and credit of the United States and that have a maturity of not more than 270 days from the date of acquisition;

(c) bankers' acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in dollars and issued by any bank with capital, surplus and undivided profits aggregating at least $100,000,000, the short-term obligations of which are rated at least A-1 by S&P and P-1 by Moody's;

(d) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (a), (b) and (c) above entered into with any bank of the type described in clause (c) above;

(e) commercial paper rated at least A-1 by S&P and P-1 by Moody's; and

(f) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States of America or any state thereof (or domestic branches of any foreign bank) and subject to supervision and examination by federal or state banking or depository institution authorities; provided, however that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company shall be at least A-1 by S&P and P-1 by Moody's.

Permitted Liens: Liens for state, municipal or other local taxes if such taxes shall not at the time be due and payable and Liens granted pursuant to by the Transaction Documents and with respect to the Contracts, the second priority lien of the related Dealer therein as set forth in the related Dealer Agreement.

Person: An individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

Pool: An identifiable group of Loans related to a particular Dealer Agreement identified on Schedule V hereto.

Prime Rate: The rate announced by Wachovia from time to time as its prime rate in the United States, such rate to change as and when such designated rate changes. The Prime Rate is not intended to be the lowest rate of interest charged by Wachovia in connection with extensions of credit to debtors.

Proceeds: With respect to any portion of the Collateral, all "proceeds" as such term is defined in Article 9 of the UCC, including, whatever is receivable or received when such portion of Collateral is sold, liquidated, foreclosed, exchanged, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes all rights to payment with respect to any insurance relating thereto.

Program Fee: With respect to each Purchaser Group, as defined in the applicable Fee Letter related to such Purchaser Group.

Program Fee Rate: With respect to each Purchaser Group, on any day, the rate set forth in the Fee Letter related to such Purchaser Group as the "Program Fee Rate."

Purchaser Group: Each CP Conduit, its related Liquidity Agent and the related Investors, all as identified on the Joinder related to such Purchaser Group.

Purchaser Group Facility Limit: With respect to each Purchaser Group, the amount so identified on the Joinder related to such Purchaser Group, and with respect to the VFCC Purchaser Group, $100,000,000.

Qualified Institution: Defined in Section 6.7(a).

Rating Agency: Each of S&P, Moody's and any other rating agency that has been requested to issue a rating with respect to the commercial paper notes issued by the Issuer.

Recency Basis: The method of aging a Contract, pursuant to which the delinquency of a Contract is determined based upon the number of days elapsed since the date the last payment was received.

Records: The Dealer Agreements, Contracts, Contract Files and all other documents, books, records and other information (including, without limitation, computer programs, tapes, discs, punch cards, data processing software and related contracts, records and other media for storage of information) maintained with respect to the Loans and the Contracts and the related Obligors.

Reference Bank: Any bank that furnishes information for purposes of determining the Adjusted Eurodollar Rate.

Recoveries: All amounts, if any, received in respect of the Collateral by the Servicer or Credit Acceptance with respect to Defaulted Contracts.

Register: Defined in Section 13.1(c).

Related Security: With respect to any Loan all of Credit Acceptance's and the Borrower's interest in:

(i) the Dealer Agreements (other than Excluded Dealer Agreement Rights, but including Credit Acceptance's rights to service the Loans and the related Contracts and receive the related collection fee and receive reimbursement of certain recovery

expenses, in accordance with the terms of the Dealer Agreements) and Contracts securing payment of such Loan;

(ii) all security interests or liens purporting to secure payment of such Loan, whether pursuant to such Loan, the related Dealer Agreement or otherwise, together with all financing statements signed by the related Obligor describing any collateral securing such Loan and all other property obtained upon foreclosure of any security interest securing payment of such Loan or any related Contract;

(iii) all guarantees, insurance (including insurance insuring the priority or perfection of any lien) or other agreements or arrangements of any kind from time to time supporting or securing payment of each Contract whether pursuant to such Contract or otherwise, including any of the foregoing relating to any Contract securing payment of such Loan;

(iv) all of the Borrower's interest in all Records, documents and writing evidencing or related to such Loan;

(v) all rights of recovery of the Borrower against the Originator;

(vi) all Collections (other than Dealer Collections), the Collection Account, the Reserve Account, and all amounts on deposit therein and investments thereof;

(vii) all of the Borrower's right, title and interest in and to (but not its obligations under) any Hedging Agreement and any payment from time to time due thereunder;

(viii) all of the Borrower's right, title and interest in and to the Contribution Agreement and the assignment to the Deal Agent of all UCC financing statements filed by the Borrower against the Originator under or in connection with the Contribution Agreement; and

(ix) the Proceeds of each of the foregoing.

For the avoidance of doubt, the term "Related Security" with respect to any Loan includes all rights arising after the end of the Revolving Period under such Loan which rights are attributable to advances made under such Loan as the result of Contracts being added after the last date of the last full Collection Period during the Revolving Period to the identifiable group of Contracts to which such Loan relates.

Release Date: As defined in Section 4.5(b).

Release Price: As defined in Section 4.5(a).

Released Contract Price: As defined in Section 4.5(c).

Reliening Expenses: Defined in Section 6.2(d)(ii).

Repossession Expenses: For any Collection Period, any expenses payable pursuant to the terms of this Agreement, incurred by the Backup Servicer, if it has become the Successor Servicer, in connection with the liquidation or repossession of any Financed Vehicle, in an aggregate amount not to exceed the cash proceeds received by the Backup Servicer, if it has become the Successor Servicer, from the disposition of the Financed Vehicles.

Required Investors: At a particular time, Investors with Commitments in excess of 50% of the Facility Limit.

Required Reports: Collectively, the Monthly Report and the quarterly financial statement of the Servicer required to be delivered to the Deal Agent pursuant to Section 6.5 hereof.

Required Reserve Account Amount: With respect to any date of determination, an amount equal to the product of (i) 1.0% and (ii) the Capital on such date (after the application of funds pursuant to Section 2.7 on the related Payment Date); provided, however, the Required Reserve Account Amount shall at no time be less than the product of 0.5% and the Facility Limit and provided, further, that if the Capital is zero, the Required Reserve Account Amount shall be $100,000.

Reserve Account: The segregated trust account established at the Collateral Agent for the benefit of the Secured parties, established pursuant to Section 6.7(a).

Reserve Advance: Defined in Section 2.7(c)(i).

Responsible Officer: As to any Person any officer of such Person with direct responsibility for the administration of this Agreement and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

Retransfer Amount: Defined in Section 4.5(b).

Revolving Period: The period commencing on the Closing Date and ending on the day immediately preceding the first day of the Amortization Period.

S&P: Standard & Poor's, a division of The McGraw Hill Companies, Inc., and any successor thereto.

Secured Party: (i) The Deal Agent, each Liquidity Agent and each Lender and (ii) each Hedge Counterparty that is either a Lender or an Affiliate of a Lender if that Affiliate is a Hedge Counterparty executes a counterpart of this Agreement agreeing to be bound by the terms of this Agreement applicable to a Secured Party.

Servicer: Credit Acceptance, the Backup Servicer, if it has become the Successor Servicer or any other Successor Servicer, appointed in accordance with the terms hereof as the Servicer of the Loans and Contracts.

Servicer Advance: An advance made by the Servicer pursuant to Section 2.7(c)(ii).

Servicer Termination Event: Defined in Section 6.11.

Servicer Termination Notice: Defined in Section 6.11.

Servicer Expenses: Any expenses incurred by the Backup Servicer, if it has become the Successor Servicer hereunder, other than Repossession Expenses, Reliening Expenses or Transition Expenses.

Servicing Fee: For each Payment Date, a fee payable to Servicer for services rendered during the related Collection Period, equal to: (i) so long as Credit Acceptance is the Servicer, the product of (A) 6.00% and (B) the total Collections for the related Collection Period (exclusive of amounts received under any Hedging Agreement) and (ii) if the Backup Servicer is the Servicer, the sum of (1) the greatest of: (a) the product of 10.0% and the total Collections for the related Collection Period (exclusive of amounts received under any Hedging Agreement), (b) the actual costs incurred by the Backup Servicer as successor Servicer, and (c) the product of (x) $30.00 and (y) the aggregate number of Contracts serviced by it during the related Collection Period, plus (2) without duplication, Late Fees and Servicer Expenses; provided, however, with respect to each Payment Date on which the Backup Servicer is the Servicer, the Servicing Fee shall be at least equal to $5,000.

Solvent: As to any Person at any time, having a state of affairs such that all of the following conditions are met: (a) the fair value of the property of such Person is greater than the amount of such Person's liabilities (including disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (b) the present fair salable value of the property of such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (c) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (d) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature; and (e) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute unreasonably small capital.

SST: Systems & Services Technologies, Inc., a Delaware corporation.

Structuring Fee: The structuring fee set forth in the Fee Letter related to the VFCC Purchaser Group.

Subsidiary: A corporation of which the Originator and/or its Subsidiaries own, directly or indirectly, such number of outstanding shares as have more than 50% of the ordinary voting power for the election of directors.

Successor Servicer: Defined in Section 6.12(a).

Take-Out: The release of all of the Loans and the related contracts from the Lien of this Agreement and the reduction of the Capital to zero.

Take-Out Release: The release to be executed pursuant to Section 2.16 hereto, substantially in the form of Exhibit G hereto.

Taxes: Any present or future taxes, levies, imposts, duties, charges, assessments or fees of any nature (including interest, penalties, and additions thereto) that are imposed by any Governmental Authority.

Termination Date: With respect to each Purchaser Group, the earliest of: (a) the date that the related Liquidity Agreement shall cease to be in full force and effect, (b) the date of the occurrence of a Termination Event pursuant to Section 10.1, (c) the related Commitment Termination Date and (d) the date of termination of the Facility Limit pursuant to Section 2.3.

Termination Event: Defined in Section 10.1.

Total Commitment: On any date of determination, the aggregate Commitments of all the Investors.

Transaction Documents: This Agreement, the Contribution Agreement, the Liquidity Agreements, each Hedging Agreement, the Fee Letters, the Backup Servicing Agreement, each Joinder and any additional document the execution of which is necessary or incidental to carrying out the terms of the foregoing documents.

Transition Expenses: If the Backup Servicer has become the Successor Servicer, the sum of: (i) reasonable costs and expenses incurred by the Backup Servicer in connection with its assumption of the servicing obligations hereunder, related to travel, Obligor welcome letters, freight and file shipping plus (ii) a boarding fee equal to the product of $7.50 and the number of Contracts to be serviced.

UCC: The Uniform Commercial Code as from time to time in effect in the applicable jurisdiction or jurisdictions.

United States: The United States of America.

Unmatured Termination Event: Any event that, with the giving of notice or the lapse of time, or both, would become a Termination Event.

Unreimbursed Servicer Advances: At any time, the amount of all previous Servicer Advances (or portions thereof) as to which the Servicer has not been reimbursed as of such time pursuant to Section 2.7.

Unsatisfactory Audit: The occurrence of any audit exceptions resulting from any audit, inspection or review pursuant to Section 6.1(c), Section 6.2(e) or Section 6.9, which, in the reasonable judgment of the Deal Agent, would have a material adverse effect on the ability of the Servicer to identify and allocate Collections.

VFCC: Variable Funding Capital Corporation.

VFCC Purchaser Group: VFCC, Wachovia Bank, National Association, as Liquidity Agent and Wachovia Bank, National Association, as Investor.

Weighted Average Performing Advance Rate: With respect to any Collection Period, the ratio (expressed as a percentage) the numerator of which is equal to Capital as of the Payment Date immediately following such Collection Period, and the denominator of which is equal to the aggregate Outstanding Balance of all Eligible Contracts less the Outstanding Balance of all Defaulted Contracts, as of the last day of such Collection Period.

Weighted Average Total Advance Rate: With respect to any Collection Period, the ratio (expressed as a percentage) the numerator of which is equal to the Aggregate Outstanding Eligible Loan Balance as of the last day of such Collection Period, and the denominator of which is equal to the aggregate Outstanding Balance of all Eligible Contracts, as of the last day of such Collection Period.

Yield: For the Capital with respect to any Accrual Period, the sum of the products (for each day during such Accrual Period) of:

$$YR \times C \times \frac{1}{360}$$

where:

C = the outstanding principal amount of the Advance; and

YR = the Yield Rate applicable on such day;

provided, however, that (i) no provision of this Agreement shall require the payment or permit the collection of Yield in excess of the maximum permitted by Applicable Law and (ii) Yield shall not be considered paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

Yield Rate: For any Accrual Period and for the aggregate principal amount of the Advance allocated to such Accrual Period:

(a) to the extent the relevant Lender funded the Advance through the issuance of commercial paper, a rate equal to the CP Rate, or

(b) to the extent the relevant Lender did not fund the Advance through the issuance of commercial paper, a rate equal to the Alternative Rate; or

(c) after the occurrence of a Termination Event, with respect to any Purchaser Group, the rate provided in the applicable Fee Letter.

provided, however, the Yield Rate shall be the Base Rate for any Accrual Period for any portion of the Advance as to which (1) any CP Conduit has funded the acquisition or maintenance thereof by the assignment of an interest therein to any Liquidity Bank under its related Liquidity Agreement on any day other than the first day of such Accrual Period and

without giving such Liquidity Bank(s) at least two Business Days' prior notice of such assignment or (2) any Investor has funded the acquisition thereof on any day other than the first day of such Accrual Period and without such Investor(s) having received at least two Business Days' prior notice of such funding pursuant to the provisions of Section 2.1(a).

Section 1.2. Other Terms. All accounting terms used but not specifically defined herein shall be construed in accordance with GAAP. All terms used in Article 9 of the UCC in the State of New York, and not used but specifically defined herein, are used herein as defined in such Article 9.

Section 1.3. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding."

Section 1.4. Interpretation. In each Transaction Document, unless a contrary intention appears:

(i) the singular number includes the plural number and vice versa;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the Transaction Documents;

(iii) reference to any gender includes each other gender;

(iv) reference to any agreement (including any Transaction Document), document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms of the other Transaction Documents, and reference to any promissory note includes any promissory note that is an extension or renewal thereof or a substitute or replacement therefor; and

(v) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision.

ARTICLE II
THE LOAN FACILITY

Section 2.1. Funding of the Advance; Grant of Security Interest.

(a) (i) On the terms and conditions hereinafter set forth (including, without limitation, the conditions set forth in Sections 3.1 and 3.2), the Borrower may, at its option, on

the Closing Date and on any Funding Date request an advance (an "Advance" or a "Funding"). The Deal Agent may act on behalf of and for the benefit of each Purchaser Group in this regard. Each CP Conduit may, in its sole discretion, make such Advance, or if a CP Conduit shall decline to make such Advance, the Liquidity Agent related to such CP Conduit shall make the Advance on behalf of the Investors related to such Purchaser Group, in each case, from time to time requested by the Borrower during the period from the date hereof to but not including the Termination Date. Under no circumstances shall any Lender make an Advance if, after giving effect to such Advance, (A) the aggregate Capital outstanding hereunder would exceed the lesser of (i) the Facility Limit and (ii) the Borrowing Base or (B) with respect to each Purchaser Group, the aggregate Capital funded or maintained by the Lenders in such Purchaser Group would exceed its Purchaser Group Facility Limit.

(b) (i) The Borrower may, within 60 days, but no later than 45 days, prior to the then existing Commitment Termination Date, by written notice to the Deal Agent and each Liquidity Agent, make written request for the CP Conduits and the Investors to extend the Commitment Termination Date for an additional period of 364 days. Each Liquidity Agent will give prompt notice to its Purchaser Group of its receipt of such request for extension of the Commitment Termination Date. Each CP Conduit and each Investor shall make a determination, in their sole discretion, not less than 15 days prior to the then applicable Commitment Termination Date as to whether or not it will agree to extend the Commitment Termination Date; provided, however, that the failure of any CP Conduit or any Investor to make a timely response to the Borrower's request for extension of the Commitment Termination Date shall be deemed to constitute a refusal by such CP Conduit or Investor, as the case may be, to extend the Commitment Termination Date. With respect to each Purchaser Group, the Commitment Termination Date shall only be extended upon the consent of (i) the related CP Conduit and (ii) 100% of the related Investors.

(ii) Any Investor which notifies the applicable Liquidity Agent of its refusal to consent to the extension or which does not expressly notify such Liquidity Agent that it is willing to consent to an extension of the Commitment Termination Date during the time period set forth in clause (b)(i) above shall be deemed to be a (x) Nonextending Investor after the Commitment Termination Date then in effect and (y) a "Dissenting Investor" from the date of its refusal notice or the end of the applicable time period set forth in clause (i) above and such Dissenting Investor's Commitment shall be zero. If an Investor has agreed to extend its Commitment Termination Date, and, at the end of the applicable time period set forth in clause (i) above no Termination Event shall have occurred, the Commitment Termination Date for such Investor then in effect shall be extended to the date which is 364 days following the first day of the time period set forth in clause (i) above or, if such day is not a Business Day, the next preceding Business Day.

(iii) Within two Business Days following the end of the time period set forth in clause (i) above, the Liquidity Agent for each Purchaser Group shall notify each other Investor in such Purchaser Group, the Deal Agent, the Borrower and the Servicer of the identity of any Dissenting Purchaser and the amount of its Commitment, if any. The affected CP Conduit, may (but shall not be required to) request one or more other Investors in such Purchaser Group, with the consent of the Liquidity Agent (which shall not be unreasonably withheld), or seek another financial institution reasonably acceptable to such Liquidity Agent

and, the affected CP Conduit in its sole discretion, to acquire all or a portion of the Commitment of the Dissenting Investor and all amounts payable to it hereunder. Each Dissenting Investor hereby agrees to assign all or a portion of its Commitment and the amounts payable to it hereunder to a replacement investor identified by the Liquidity Agent for its Purchaser Group in accordance with the preceding sentence, subject to ratable payment of such Dissenting Investor's portion of the Capital, together with all accrued and unpaid interest thereon, and a ratable portion of all fees and other amounts due to it hereunder.

(iv) If the Commitment of a Dissenting Investor is not assigned in accordance with subsection (b)(iii), (A) the Purchaser Group Facility Limit shall be reduced by the Commitment of the Dissenting Investor existing on the Commitment Termination Date; and (B) the Facility Limit shall be reduced by the Commitment of the Dissenting Investor existing on the Commitment Termination Date. The Capital outstanding on the date such Investor becomes a Dissenting Investor shall be paid in accordance with Section 2.7(a)(vii).

(c) The Note.

(i) The Borrower's obligation to pay the principal of and interest on all amounts advanced by the Lenders pursuant to the Fundings shall be evidenced by a single variable funding note of the Borrower (the "Note") which shall: (1) be dated the Closing Date; (2) be in the stated principal amount equal to the Facility Limit (as reflected from time to time on the grid attached thereto); (3) bear interest as provided therein; (4) be payable to the order of the Deal Agent for the account of the Lenders, and mature on September 30, 2006; and (5) be substantially in the form of Exhibit I hereto, with blanks appropriately completed in conformity herewith. The Deal Agent shall, and is hereby authorized to, make a notation on the schedule attached to the Note of the date and the amount of the Fundings and the date and amount of the payment of principal thereon, and prior to any transfer of the Note, the Deal Agent shall endorse the outstanding principal amount of the Note on the schedule attached thereto; provided, however, that failure to make such notation shall not adversely affect any Lender's rights with respect to the Note.

(ii) Although the Note shall be dated the Closing Date, interest in respect thereof shall be payable only for the periods during which amounts are outstanding thereunder. In addition, although the stated principal amount of the Note shall be equal to the Facility Limit, the Note shall be enforceable with respect to the Borrower's obligation to pay the principal thereof only to the extent of the unpaid principal amount of the Capital outstanding thereunder at the time such enforcement shall be sought.

Section 2.2. Acceptance by Collateral Agent.

(a) (i) As security for the prompt and complete payment of the Note and the performance of all of the Borrower's obligations under the Note, this Agreement and the other Transaction Documents, the Borrower hereby grants to the Collateral Agent, for the benefit of the Secured Parties, without recourse except as provided herein, a security interest in and continuing Lien on all of the Borrower's property (whether now owned or hereafter acquired or arising, and wherever located) including, without limitation, all of its right, title and interest to: (i) the Loans, and all monies due or to become due in payment thereupon on and after the related

Cut-Off Date; (ii) all Related Security; and (iii) all income and Proceeds of the foregoing (collectively, the "Collateral"). The foregoing pledge does not constitute an assumption by the Collateral Agent of any obligations of the Borrower to Obligors or any other Person in connection with the Collateral or under any agreement or instrument relating to the Collateral, including, without limitation, any obligation to make future advances to or on behalf of such Obligors.

(ii) In connection with such grant, the Borrower agrees to record and file, at its own expense, financing statements with respect to the Collateral now existing and hereafter created meeting the requirements of applicable state law in such manner and in such jurisdictions as are necessary to perfect the first priority security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral, and to deliver a file-stamped copy of such financing statements or other evidence of such filing to the Collateral Agent and the Deal Agent on or prior to each Funding Date. In addition, the Borrower and the Servicer agree to clearly and unambiguously mark their respective general ledgers and all accounting records and documents and all computer tapes and records to show that the Collateral, including that portion of the Collateral consisting of the Dealer Agreements listed on Schedule V hereto (and each addendum thereto), the Loans and the related Contracts and the rights to payment under the related Dealer Agreements, has been pledged to the Collateral Agent for the benefit of the Secured Parties hereunder.

(iii) In connection with such pledge, the Borrower agrees to deliver to the Collateral Agent on the Closing Date, or Funding Date, as the case may be, one or more computer files containing true and complete lists of all Dealer Agreements, Pools and Loans securing the payment of the Note and amounts due under the Transaction Documents and all of the Borrower's obligations under the Note and the Transaction Documents as of the Closing Date, or Funding Date, and all Contracts securing all such Loans, identified by account number, dealer number, and pool number and Outstanding Balance as of the Funding Date. Such file shall be marked as Schedule V hereto or as an addendum thereto, shall be delivered to the Collateral Agent as confidential and proprietary, and such Schedule V and each addendum thereto are hereby incorporated into and made a part of this Agreement.

(iv) In connection with such pledge, each of the Borrower, Credit Acceptance and the Servicer also agrees, within 120 days of the Closing Date or relevant Funding Date, as the case may be, to clearly mark each Contract or Contract folder securing a Loan with the following legend: "THIS AGREEMENT HAS BEEN PLEDGED TO WACHOVIA CAPITAL MARKETS, LLC AS COLLATERAL AGENT FOR THE BENEFIT OF CERTAIN SECURED PARTIES". Such legend shall be in bold, in type face at least as large as 12 point and shall be entirely in capital letters.

(b) The Collateral Agent hereby acknowledges its acceptance, on behalf of the Secured Parties, of the pledge by the Borrower of the Loans and all other Collateral. The Collateral Agent further acknowledges that, prior to or simultaneously with the execution and delivery of this Agreement, the Borrower delivered to the Collateral Agent the computer file or microfiche list represented by the Borrower to be the computer file or microfiche list described in Section 2.2(a)(iii).

(c) The Collateral Agent hereby agrees not to disclose to any Person (including any Secured Party) any of the account numbers or other information contained in the computer files or microfiche lists delivered to the Collateral Agent by the Borrower pursuant to Section 2.2(a)(iii), except as is required in connection with the performance of its duties hereunder or in enforcing the rights of the Secured Parties or to a Successor Servicer; provided, however, that notwithstanding anything to the contrary in this Agreement, the Collateral Agent may reply to a request from any Person for a list of Loans, Dealer Agreements, Contracts or other information referred to in any financing statement. The Collateral Agent agrees to take such measures as shall be necessary or reasonably requested by the Borrower to protect and maintain the security and confidentiality of such information. The Collateral Agent shall provide the Borrower with written notice five Business Days prior to any disclosure pursuant to this subsection 2.2(c).

Section 2.3. Procedures for Funding of Advances. (a) Each Advance hereunder shall be requested by the Borrower delivering to the Deal Agent (with a copy to the Collateral Agent and each Liquidity Agent) a duly completed Funding Notice no later than 5:00 p.m. (Charlotte, North Carolina time) at least two (2) Business Days prior to the proposed Funding Date. Each Funding Notice shall: (i) specify the desired amount of such Funding which amount must (a) in the case of the initial funding hereunder (the "Initial Funding") be in a minimum amount of $1,000,000, and (b) in the case of any Incremental Funding, be in an amount equal to $1,000,000 or an integral multiple of $10,000 in excess thereof, (ii) specify the date of such Funding, and (iii) include a representation that all conditions precedent for a Funding described in Article III hereof have been met. Each Funding shall be allocated pro rata among each Purchaser Group based upon the aggregate Commitments related to each Purchaser Group as a percentage of the Total Commitment. Each Funding Notice shall be irrevocable.

(b) Following receipt of such Funding Notice, the Deal Agent, in the case of the VFCC Purchaser Group, and each Liquidity Agent, in the case of each other Purchaser Group, will consult with VFCC, or the related CP Conduit, as applicable, in order to assist VFCC or the CP Conduit, as applicable, in determining whether or not to make the Advance. If a CP Conduit decides in its sole discretion that it is unwilling or unable to make a proposed Advance, the Investors related to such CP Conduit will make such Advance. Each CP Conduit shall notify its Liquidity Agent by 10:00 am (New York City time) on the applicable Funding Date whether it has elected to effect the proposed Funding and each Liquidity Agent will notify the related Investors by 11:00 am (New York City time) on such Funding Date if the related CP Conduit has elected not to effect all or a portion of the proposed Funding. On the Funding Date, the CP Conduit or Investors shall, upon satisfaction of the applicable conditions set forth in Article III, make available to the Borrower in same day funds, at such bank or other location reasonably designated by Borrower in its Funding Notice given pursuant to this Section 2.3, an amount equal to the lesser of (A) the amount requested by the Borrower from such Purchaser Group for such Advance or (B) the excess of the total Commitments related to such Purchaser Group over such Purchaser Group's portion of Capital then outstanding.

(c) In the event that notwithstanding the fulfillment of the applicable conditions set forth in Article III hereof with respect to a Funding, a CP Conduit elected to make a Funding on a Funding Date but failed to make such amount available to the Borrower on such date, such CP Conduit shall be deemed to have rescinded its election to make such purchase, and neither the Borrower nor any other party shall have any claim against such CP Conduit by reason of its

failure to timely effect such Funding. In any such case, the Liquidity Agent for the related Purchaser Group shall give notice of such failure not later than 2:00 p.m. (New York City time) on the Funding Date to each Investor for such CP Conduit and to the Borrower, which notice shall specify (i) the identity of such CP Conduit and (ii) the amount of the Funding which it had elected but failed to make. Subject to receiving such notice, each of such CP Conduit's Investors shall effect such funding on such Funding Date and otherwise in accordance with this Agreement.

(d) In no event shall an Investor be required on any date to make any Funding which would result in its portion of the Capital, determined after giving effect to such funding, exceeding its Commitment.

Section 2.4. Determination of Yield. The Deal Agent, with respect to the VFCC Purchaser Group, and the related Liquidity Agent with respect to each other Purchaser Group, shall initially determine the applicable Yield Rate and the Yield (including unpaid Yield, if any, due and payable on a prior Payment Date) to be paid by the Borrower with respect to the Advance on each Payment Date for the related Accrual Period and shall advise the Servicer and the Backup Servicer thereof on the third Business Day prior to such Payment Date. Prior to the next succeeding Payment Date, the Deal Agent shall redetermine the applicable Yield Rate and Yield (including unpaid Yield, if any, due and payable on a prior Payment Date) for the prior Accrual Period and the difference, if any, between (i) the Yield Rate and Yield as initially determined for such Accrual Period and (ii) the Yield Rate and Yield as redetermined on the Payment Date for such Accrual Period. The amount owed in respect of the Yield for the next succeeding Accrual Period, as initially determined by the Deal Agent, or Liquidity Agent, as applicable shall be either increased or decreased, if necessary and as appropriate, to reflect such difference in the Yield for the most recently completed Accrual Period.

Section 2.5. Reduction of the Facility Limit and a Purchaser Group Facility Limit; Repurchase.

(a) The Borrower may, upon at least two (2) Business Days' notice to the Deal Agent and each Liquidity Agent, terminate in whole or reduce in part the portion of the Facility Limit that exceeds the aggregate Capital. With respect to any such reduction, (a) the Commitments of the Investors within each Purchaser Group shall be reduced proportionately based upon the total Commitments of such Purchaser Group and (b) each Purchaser Group Facility Limit shall be reduced pro rata based upon the Purchaser Group Facility Limit as a percentage of the Facility Limit; provided, however, that each partial reduction of the Facility Limit shall be in an aggregate amount equal to $1,000,000 or an integral multiple thereof. Each notice of reduction or termination pursuant to this Section 2.5(a) shall be irrevocable.

(b) In the event that an Investor is a Downgraded Investor, the related CP Conduit shall have the right to replace such Investor with a replacement Investor consented to by the Borrower (which consent shall not be withheld except for a commercially reasonable purpose or reason), which replacement Investor shall succeed to the rights of such Investor under this Agreement in respect of its Commitment as an Investor, and such Investor shall assign such Commitment and its interest in the Capital to such replacement Investor in accordance with the provisions of this Section 2.5(b); provided, that (A) such Investor shall not be replaced hereunder

with a new investor until such Investor has been paid in full its outstanding portion of the Capital and all accrued and unpaid interest thereon by such new investor and all other amounts owed to it pursuant to this Agreement. For purposes of this subsection, an Investor shall be a "Downgraded Investor" if and so long as the credit rating assigned to its short-term obligations by Moody's or Standard & Poor's on the date on which it became a party to this Agreement shall have been reduced or withdrawn, or as may be otherwise agreed among the Borrower, such Investor, the CP Conduit in its Purchaser Group and the Deal Agent.

Section 2.6. Actions with Respect to Advance. The Deal Agent, with respect to the VFCC Purchaser Group, and the related Liquidity Agent with respect to each other Purchaser Group may, with the consent of the Lender that has funded the Advance, take any of the following actions at any time with respect to the Advance: (i) divide the Advance funded by such Lender into two or more portions of having aggregate Capital equal to the Capital of such divided Advance; (ii) combine one portion of the Advance funded by such Lender with another portion of the Advance funded by such Lender with an Accrual Period ending on the same day, creating a new Advance having Capital equal to the Capital of the two portions of Advances combined or (iii) combine an Advance funded by such Lender with the Advance to be funded on such day by such Lender, creating a new Advance having Capital equal to the Capital of the two Advances combined.

Section 2.7. Settlement Procedures. (a) On each Payment Date, the Collateral Agent shall withdraw Available Funds and any Excess Reserve Amount, Reserve Advances and Servicer Advances and investment earnings on amounts on deposit in the Collection Account from the Collection Account and allocate and distribute such amounts to the applicable Person in the following order of priority:

(i) FIRST, to the Hedge Counterparty, an amount equal to any Hedge Costs (exclusive of termination payments) and any such Hedge Costs (exclusive of termination payments) unpaid from any prior Payment Date.

(ii) SECOND, to the Servicer, an amount equal to any Unreimbursed Servicer Advances;

(iii) THIRD, to the Backup Servicer so long as it has not become the Servicer hereunder, an amount equal to any accrued and unpaid Backup Servicing Fee due in respect of such Payment Date, any unpaid Backup Servicing Fee from any prior Payment Date, any reasonable out-of-pocket expenses incurred in SST's capacity as Backup Servicer, and any accrued and unpaid Indemnified Amounts owed by the Borrower to SST up to $17,000;

(iv) FOURTH, (A) to the Servicer, an amount equal to any accrued and unpaid Servicing Fees due in respect of such Payment Date and any Servicing Fees unpaid from any prior Payment Date; provided, however, if the Servicer has been replaced pursuant to Section 6.12 such amount shall not exceed the Capped Servicing Fee; and (B) to the Backup Servicer, if it has become the Successor Servicer, any Transition Expenses;

(v) FIFTH, to the Deal Agent for the account of the Lenders, an amount equal to the sum of any accrued and unpaid (A) Yield and Breakage Costs, (B) the Program Fee, and (C) the Facility Fee, Increased Costs and any Additional Amounts due in respect of such Payment Date and any such amounts unpaid from any prior Payment Date;

(vi) SIXTH, during the Revolving Period, to the Deal Agent for the account of the Lenders, an amount equal to the Monthly Principal Payment Amount for such Payment Date;

(vii) SEVENTH, to any Successor Servicer, an amount equal to Reliening Expenses;

(viii) EIGHTH, (i) during the Revolving Period with respect to each Dissenting Investor, pro rata, an amount equal to its outstanding Capital until such Dissenting Investor's Capital has been reduced to zero and (ii) during the Amortization Period, to the Deal Agent for the account of the Lenders, pro rata, the Additional Principal Payment Amount, until Capital has been reduced to zero;

(ix) NINTH, to the Deal Agent for the account of the Lenders and the Backup Servicer, an amount equal to Increased Costs, any Additional Amounts and Indemnified Amounts (provided that, with respect to the Backup Servicer, such Indemnified Amounts shall include only those Indemnified Amounts not paid pursuant to clause THIRD above) due in respect of such Payment Date and unpaid from any prior Payment Date;

(x) TENTH, to the Reserve Account, (A) an amount equal to any outstanding Reserve Advances and (B) an amount equal to cause the amount on deposit in the Reserve Account to equal the Required Reserve Account Amount (after giving effect to any deposits made in subclause (A));

(xi) ELEVENTH, to the Backup Servicer, any Servicing Fee due in respect of such Payment Date, to the extent not paid pursuant to clause FOURTH above and any such Servicing Fee unpaid from any prior Payment Date;

(xii) TWELFTH, to the Deal Agent for the account of any other applicable Person, all remaining amounts up to all Aggregate Unpaids (during the Revolving Period, other than Capital) until paid in full;

(xiii) THIRTEENTH, to the Borrower any remaining amounts.

(b) [Reserved].

(c) (i) If on any Payment Date the amount paid pursuant to Section 2.7(a)(v) and (vi) is insufficient to cover all amounts due thereunder on such Payment Date the Collateral Agent shall withdraw from the Reserve Account an amount equal to such shortfall (such withdrawal, a "Reserve Advance") and deposit such amount to the Collection Account. The Collateral Agent shall pay such amount to the Deal Agent for payment to the Lenders.

(ii) If on any Payment Date the amount on deposit in the Reserve Account is insufficient to pay the insufficiency set forth in Section 2.7(c)(i), on or prior to 9:00 a.m. (Charlotte, North Carolina time) the Servicer shall deposit to the Collection Account an amount equal to such insufficiency (each, a "Servicer Advance"), and the Collateral Agent shall pay such amount to the Deal Agent for payment to the Lenders. The Servicer shall not be required to make any Servicer Advance to the extent it does not reasonably deem such amount to be recoverable from future collections on the Loans.

(iii) If on any Payment Date during the Amortization Period, the amount paid pursuant to Section 2.7(a)(viii) is insufficient to reduce Capital to zero, the Deal Agent, in its sole discretion, may direct the Collateral Agent to withdraw any or all of the amount on deposit in the Reserve Account, and pay such amount to the Deal Agent, for payment to the Lenders.

Section 2.8. [Reserved.]

Section 2.9. Collections and Allocations.

(a) Collections. The Servicer shall transfer, or cause to be transferred, all Collections on deposit in the form of available funds in the Credit Acceptance Payment Account to the Collection Account by the close of business on the second Business Day such Collections are received therein. The Servicer shall promptly (but in no event later than the second Business Day after the receipt thereof) deposit all Collections received directly by it in the Collection Account. The Servicer shall make such deposits or payments on the date indicated therein by wire transfer, in immediately available funds.

(b) Initial Deposits. On the Funding Date, the Servicer will deposit (in immediately available funds) into the Collection Account all Collections received on and after the applicable Cut-Off Date and through and including the day immediately preceding the Funding Date, in respect of the Loans.

(c) Investment of Funds. (i) Until the occurrence of a Termination Event or Unmatured Termination Event, to the extent there are uninvested amounts on deposit in the Collection Account and the Reserve Account, all amounts shall be invested as set forth in Section 6.7(c).(i)

(ii) On the date on which Capital is reduced to zero and all Aggregate Unpaids have been indefeasibly paid in full and all Collateral is released from the Lien of this Agreement, any amounts on deposit in the Reserve Account shall be released to the Borrower.

(d) Allocation of Collections. The Servicer will allocate Collections monthly in accordance with the actual amount of Collections received. The Servicer shall determine each month the amount of Collections received during such month which constitutes amounts which, pursuant to the terms of any Dealer Agreement, are required to be remitted to the applicable Dealer (such collections, "Dealer Collections") and shall so notify the Collateral Agent. Notwithstanding any other provision hereof, the Collateral Agent, at the direction of the Servicer, shall distribute on each Payment Date: (i) to the Borrower, an amount equal to the aggregate

amount of Dealer Collections received during or with respect to the prior Collection Period and (ii) to the Backup Servicer, if it has become the Successor Servicer, an amount equal to any Repossession Expenses related to the prior Collection Period prior to the distribution of Available Funds pursuant to Section 2.7.

Section 2.10. Payments, Computations, Etc.

(a) Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower or the Servicer hereunder shall be paid or deposited in accordance with the terms hereof no later than 11:00 a.m. (Charlotte, North Carolina time) on the day when due in lawful money of the United States in immediately available funds to the Agent's Account. The Borrower shall, to the extent permitted by law, pay to the Secured Parties interest on all amounts not paid or deposited when due hereunder 3.0% per annum above the Base Rate, payable on demand; provided, however, that such interest rate shall not at any time exceed the maximum rate permitted by Applicable Law. Such interest shall be retained by the Deal Agent except to the extent that such failure to make a timely payment or deposit has continued beyond the date for distribution by the Deal Agent of such overdue amount to the Secured Parties, in which case such interest accruing after such date shall be for the account of, and distributed by the Deal Agent, to the Secured Parties. All computations of interest and all computations of Yield and other fees hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first but excluding the last day) elapsed.

(b) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of Yield, interest or any fee payable hereunder, as the case may be.

(c) If the Advance requested by the Borrower for any Funding Date and approved by a Lender, its Liquidity Agent and the Deal Agent pursuant to Section 2.1 and Section 2.3, is not, for any reason made or effectuated, as the case may be, on the requested Funding Date, the Borrower shall indemnify such Lender against any reasonable loss, cost or expense incurred by such Lender, including, without limitation, any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain the Funding.

Section 2.11. [Reserved.]

Section 2.12. Fees.

(a) The Borrower shall pay to the Deal Agent, for the account of each Purchaser Group from the Collection Account on each Payment Date, monthly in arrears, the Program Fee for each Purchaser Group agreed to in each Fee Letter.

(b) The Servicer shall be entitled to receive the Servicing Fee, monthly in arrears in accordance with Section 2.7(a).

(c) The Backup Servicer shall be entitled to receive the Backup Servicing Fee in accordance with Section 2.7(a).

(d) The Borrower shall pay to the Deal Agent, on the Closing Date, the Structuring Fee and reasonable out-of-pocket expenses in immediately available funds.

(e) The Borrower shall pay to Dechert LLP, as counsel to the Deal Agent, on the Closing Date, its estimated reasonable fees and out-of-pocket expenses in immediately available funds and shall pay all additional reasonable fees and out-of-pocket expenses of Dechert LLP within ten (10) Business Days after receiving an invoice for such amounts.

Section 2.13. Increased Costs; Capital Adequacy; Illegality.

(a) If either (i) the introduction of or any change (including, without limitation, any change by way of imposition or increase of reserve requirements) in or in the interpretation of any law or regulation or (ii) the compliance by an Affected Party with any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law), shall (A) subject an Affected Party to any Tax (except for Taxes on the overall net income of such Affected Party), duty or other charge with respect to the Advance made by it hereunder, or any right to make the Funding hereunder, or on any payment made hereunder, (B) impose, modify or deem applicable any reserve requirement (including, without limitation, any reserve requirement imposed by the Board of Governors of the Federal Reserve System, but excluding any reserve requirement, if any, included in the determination of Yield), special deposit or similar requirement against assets of, deposits with or for the amount of, or credit extended by, any Affected Party or (C) impose any other condition affecting the Advance made by it hereunder or a Lender's rights hereunder, the result of which is to increase the cost to any Affected Party or to reduce the amount of any sum received or receivable by an Affected Party under this Agreement, then within ten days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand), the Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate such Affected Party for such additional or increased cost incurred or such reduction suffered.

(b) If either (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive or request or (ii) compliance by any Affected Party with any law, guideline, rule, regulation, directive or request from any central bank or other governmental authority or agency (whether or not having the force of law), including, without limitation, compliance by an Affected Party with any request or directive regarding capital adequacy, has or would have the effect of reducing the rate of return on the capital of any Affected Party as a consequence of its obligations hereunder or arising in connection herewith to a level below that which any such Affected Party could have achieved but for such introduction, change or compliance (taking into consideration the policies of such Affected Party with respect to capital adequacy) by an amount deemed by such Affected Party to be material, then from time to time, within ten days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand), the Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate such Affected Party for such reduction. For avoidance of doubt, any interpretation of Accounting Research Bulletin No.

51 by the Financial Accounting Standards Board shall constitute an adoption, change, request or directive subject to this subsection 2.13(b).

(c) If as a result of any event or circumstance similar to those described in clauses (a) or (b) of this section, any Affected Party is required to compensate a bank or other financial institution providing liquidity support, credit enhancement or other similar support to such Affected Party in connection with this Agreement or the funding or maintenance of the Advance hereunder, then within ten days after demand by such Affected Party, the Borrower shall pay to such Affected Party such additional amount or amounts as may be necessary to reimburse such Affected Party for any amounts payable or paid by it.

(d) In determining any amount provided for in this section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this section shall submit to the Servicer a written description as to such additional or increased cost or reduction and the calculation thereof, which written description shall be conclusive absent demonstrable error.

(e) If a Lender shall notify the Deal Agent that a Eurodollar Disruption Event as described in clause (a) of the definition of "Eurodollar Disruption Event" has occurred, the Deal Agent shall in turn so notify the Borrower, whereupon all Capital in respect of which Yield accrues at the Adjusted Eurodollar Rate shall immediately be converted into Capital in respect of which Yield accrues at the Base Rate.

Section 2.14. Taxes.

(a) All payments made by an Obligor in respect of each Loan and each Contract and all payments made by the Borrower or the Servicer under this Agreement will be made free and clear of and without deduction or withholding for or on account of any Taxes. If any Taxes are required to be withheld from any amounts payable to the Deal Agent, the Liquidity Agent or any Secured Party, then the amount payable to such Person will be increased (such increase, the "Additional Amount") such that every net payment made under this Agreement after withholding for or on account of any Taxes (including, without limitation, any Taxes on such increase) is not less than the amount that would have been paid had no such deduction or withholding been deducted or withheld. The foregoing obligation to pay Additional Amounts, however, will not apply with respect to net income or franchise taxes imposed on a Lender or the Deal Agent, respectively, with respect to payments required to be made by the Borrower or Servicer under this Agreement, by a taxing jurisdiction in which such Lender or Deal Agent is organized, conducts business or is paying taxes as of the Closing Date (as the case may be).

(b) The Borrower will indemnify each Affected Party for the full amount of Taxes payable by such Person in respect of Additional Amounts and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto. All payments in respect of this indemnification shall be made within ten days from the date a written invoice therefor is delivered to the Borrower.

(c) The Borrower will notify the Deal Agent on a quarterly annual basis of any payments by the Borrower in respect of any Taxes, not including those Taxes paid by Credit Acceptance on a consolidated basis.

(d) If a Lender is not created or organized under the laws of the United States or a political subdivision thereof, such Lender shall deliver to the Borrower, with a copy to the Deal Agent, (i) within 15 days after the date hereof, or, if such Lender becomes a Lender after the Closing Date, the date on which such Lender becomes a Lender hereunder, two (or such other number as may from time to time be prescribed by Applicable Laws) duly completed copies of IRS Form W-8BEN or Form W-8ECI (or any successor forms or other certificates or statements that may be required from time to time by the relevant United States taxing authorities or Applicable Laws), as appropriate, to permit the Borrower to make payments hereunder for the account of such Lender, as the case may be, without deduction or withholding of United States federal income or similar Taxes and (ii) upon the obsolescence of or after the occurrence of any event requiring a change in, any form or certificate previously delivered pursuant to this Section 2.14(d), copies (in such numbers as may from time to time be prescribed by Applicable Laws or regulations) of such additional, amended or successor forms, certificates or statements as may be required under Applicable Laws or regulations to permit the Borrower to make payments hereunder for the account of such Lender, without deduction or withholding of United States federal income or similar Taxes.

(e) If, in connection with an agreement or other document providing liquidity support, credit enhancement or other similar support to the Lenders in connection with this Agreement or the funding or maintenance of the Funding hereunder, the Lenders are required to compensate a bank or other financial institution in respect of Taxes under circumstances similar to those described in this section then within 10 days after demand by the Lenders, the Borrower shall pay to the Lenders such additional amount or amounts as may be necessary to reimburse the Lenders for any amounts paid by them.

(f) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this section shall survive the termination of this Agreement.

Section 2.15. Assignment of the Contribution Agreement. The Borrower hereby assigns to the Deal Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right, title and interest in and to, but none of its obligations under, the Contribution Agreement and the Hedge Agreement. The Borrower confirms that the Deal Agent on behalf of the Secured Parties shall have the sole right to enforce the Borrower's rights and remedies under the Contribution Agreement for the benefit of the Secured Parties.

Section 2.16. Take-Out.

(a) On any Business Day (the "Take-Out Date"), the Borrower shall have the right to prepay all of the aggregate Capital in full and require the Collateral Agent to release its security interest and Lien on the related Contracts and Loans (the "Take-Out"), subject to the following terms and conditions:

(i) The Borrower shall have given the Deal Agent, the Backup Servicer and each Liquidity Agent and the Servicer at least five (5) Business Days' prior written notice of its intent to effect the Take-Out, which notice shall be irrevocable; provided however, failure to effect such Take-Out on the Take-Out Date shall not result in a Termination Event (except as specifically set forth in Section 10.1(u)), but the Borrower shall be obligated to pay any Breakage Costs and any other losses incurred by the Lenders in connection therewith;

(ii) Unless the Take-Out is to be effected on a Payment Date (in which case the relevant calculations with respect to such Take-Out shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Deal Agent an Officer's Certificate, together with evidence to the reasonable satisfaction of the Deal Agent (which evidence may consist solely of the Officer's Certificate signed by an officer of the Servicer) that the Borrower shall have sufficient funds on the related Take-Out Date to effect the contemplated Take-Out in accordance with this Agreement. In effecting the Take-Out, the Borrower may use the proceeds of sales of the Loans (which sales must be made in arm's-length transactions to Persons other than the Originator);

(iii) After giving effect to the Take-Out and the release to the Borrower of the Loans and related Contracts on the Take-Out Date, (x) the representations and warranties contained in Section 4.1 and 4.2 hereof shall continue to be correct in all material respects, except to the extent relating to an earlier date and (y) neither an Unmatured Termination Event nor a Termination Event shall have resulted.

(iv) On the Take-Out Date, the Collateral Agent shall have received, for the benefit of the Secured Parties and the Hedge Counterparties, as applicable, in immediately available funds, an amount equal to the sum of: (A) the aggregate outstanding Capital plus (B) an amount equal to all unpaid Yield (including Yield not yet accrued) to the end of the Accrual Period plus (C) an aggregate amount equal to the sum of all other amounts due and owing to the Deal Agent, the Lenders, the Backup Servicer, the Successor Servicer, the Hedge Counterparties and the other Secured Parties, as applicable, under this Agreement and the other Transaction Documents, to the extent accrued to such date and to accrue thereafter (including, without limitation, Breakage Costs and Hedge Costs) plus (D) any outstanding Servicer Advances plus (E) all other Aggregate Unpaids. No such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring that any derivative transaction related thereto be terminated in whole or in part as a result of any such reduction in the Capital and Borrower has paid all Hedge Costs due to the relevant Hedge Counterparty for any such termination.

(v) Upon receipt of the amount set forth in Section 2.16(a)(iv), the Collateral Agent shall apply such amounts first to the pro-rata reduction of the Capital, second to the payment of accrued Yield on the amount of Capital to be repaid and to the payment of any Breakage Costs, by paying such amounts to the Lenders, and third to pay any Hedge Costs related to such reduction of the Capital due to the relevant Hedge Counterparty, and fourth to pay all other Aggregate Unpaids related to such reduction of the Capital due to the relevant party.

(b) The Borrower hereby agrees to pay the reasonable legal fees and expenses of the Deal Agent and the Lenders in connection with any Take-Out (including, but not limited to, expenses incurred in connection with the release of the Lien of the Collateral Agent, the Lenders and any other party having such an interest in the Loans in connection with such Take-Out).

(c) In connection with any Take-Out, on the related Take-Out Date, the Collateral Agent, on behalf of the Lenders, shall, at the expense of the Borrower: (i) execute such instruments of release with respect to the portion of the Loans to be released to the Borrower, in favor of the Borrower as the Borrower may reasonably request; (ii) deliver any portion of the Loans to be released to the Borrower in its possession to the Borrower; and (iii) otherwise take such actions, and cause or permit the Collateral Agent to take such actions, as are necessary and appropriate to release the Lien of the Collateral Agent on the Loans to be released to the Borrower and deliver to the Borrower such Loans.

ARTICLE III
CONDITIONS TO THE CLOSING AND EACH FUNDING

Section 3.1. Conditions to the Closing and the Initial Funding. The Closing Date shall not occur and no Lender shall be obligated to make an Advance hereunder on the occasion of the Initial Funding, nor shall any Lender, the Deal Agent, the Liquidity Agent, the Backup Servicer or the Collateral Agent be obligated to take, fulfill or perform any other action hereunder, until (i) in the case of the Closing Date, the conditions set forth in clauses (a)(i) (other than with respect to the Hedging Agreements), (d), (e), (f) and (j) and (ii) in the case of the Initial Funding, all of the following conditions, after giving effect to the proposed Advance, in each case, have been satisfied, in the sole discretion of, or waived in writing by, the Deal Agent:

(a) (i) Each Transaction Document shall have been duly executed by, and delivered to, the parties hereto and thereto and the Deal Agent shall have received such other documents, instruments, agreements and legal opinions as the Deal Agent shall request in connection with the transactions contemplated by this Agreement, including, without limitation, all those specified in the Schedule of Documents attached hereto as Schedule I, each in form and substance satisfactory to the Deal Agent, provided, however, that Schedules V, VII and IX to the Agreement, Schedule I to the Contribution Agreement, the Funding Date Officer's Certificate regarding the Agreement, the Funding Date Officer's Certificate regarding the Contribution Agreement, the filed financing statements on Form UCC-1, the Funding Notice, the UCC-3 termination statements and the contractual release shall not be required prior to the Initial Funding on the Initial Funding Date, and (ii) the executed Note in the face amount of $100,000,000 shall have been delivered to the Deal Agent.

(b) The Deal Agent shall have received (i) satisfactory evidence that the Borrower, the Originator and the Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Transaction Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate from each of the Borrower, the Originator and the Servicer in form and substance satisfactory to the Deal Agent affirming that no such consents or approvals are required; it being understood that the acceptance of such evidence or officer's certificate shall in no way limit the recourse of

the Deal Agent or any Secured Party against the Borrower, the Originator or Servicer for a breach of its representation or warranty that all such consents and approvals have, in fact, been obtained.

(c) The Borrower, the Originator and the Servicer shall each be in compliance in all material respects with all Applicable Laws and shall have delivered a Certificate to the Deal Agent as to this and other closing matters.

(d) The Borrower shall have paid all fees required to be paid by it on the Closing Date, including all fees required hereunder and under the Fee Letter related to the VFCC Purchaser Group, and shall have reimbursed each Lender, the Backup Servicer, the Deal Agent and the Collateral Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Transaction Documents, including the attorney fees and any other legal and document preparation costs incurred by any Lender, the Backup Servicer, the Deal Agent and/or the Collateral Agent.

(e) No Amortization Event, Termination Event or Unmatured Termination Event shall have occurred.

(f) No Servicer Termination Event or any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.

(g) No adverse selection procedures were used by the Borrower with respect to the Loans, Contracts or Dealer Agreements.

(h) The Borrower shall have deposited to the Reserve Account an amount equal to 1.0% of the Capital after giving effect to the proposed Advance.

(i) The Hedge Agreement shall be in effect.

(j) The Borrower shall have deposited $295,000 to the Reserve Account.

Section 3.2 Conditions Precedent To All Fundings. Each request for a Funding hereunder (each, a "Transaction") shall be subject to the further conditions precedent:

(a) With respect to any Advance (including the Initial Funding), the Borrower shall have delivered to the Deal Agent, on or prior to the date of the Advance in form and substance satisfactory to the Deal Agent, (i) the Funding Notice and (ii) Exhibit A to the Contribution Agreement, including the Schedule of Loans and Contracts attached thereto, thereto dated within 5 days prior to the date of the Advance and containing such additional information as may be reasonably requested by the Deal Agent.

(b) On the date of such Transaction the following statements shall be true and the Borrower shall be deemed to have certified that, after giving effect to the proposed Advance and pledge of Additional Loans:

(i) The representations and warranties contained in Sections 4.1, 4.2 and 4.3 are true and correct on and as of such day as though made on and as of such day and shall be deemed to have been made on such day;

(ii) On and as of such day, after giving effect to the proposed Advance, (A) the outstanding Capital does not exceed the lesser of (1) the Borrowing Base and (2) the Facility Limit and (B) with respect to each Purchaser Group the aggregate Capital funded or maintained by the Lender in such Purchaser Group does not exceed the total Commitments of the Investors in such Purchaser Group or its Purchaser Group Facility Limit;

(iii) On and as of such day, the Borrower, the Originator and the Servicer each has performed all of the agreements contained in this Agreement and the other Transaction Documents to which it is a party to be performed by such person at or prior to such day; and

(iv) No law or regulation shall prohibit, and no order, judgment or decree of any federal, state or local court or governmental body, agency or instrumentality shall prohibit or enjoin, the making of the Funding by the Lender in accordance with the provisions hereof.

(c) The Borrower shall have delivered to the Collateral Agent the information described in Section 2.2(a)(iii).

(d) All financing statements necessary to perfect the Collateral Agent's first priority security interest in the Collateral shall have been filed in the appropriate filing offices.

(e) Forecasted Collections for the Aggregate Outstanding Eligible Loan Net Balance (after giving effect to the proposed Advance) shall be greater than or equal to Capital, after giving effect to the proposed Advance.

(f) (i) All other documents, opinions, certificates and documents listed on Schedule I hereto shall have been delivered to the Deal Agent, in form and substance satisfactory to the Deal Agent and its counsel and (ii) all conditions required to be satisfied in the Contribution Agreement shall have been satisfied.

(g) No Amortization Event, Termination Event or Unmatured Termination Event shall have occurred.

(h) No Servicer Termination Event or any event, that with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.

(i) No adverse selection procedures were used by the Borrower with respect to the Loans, Contracts or Dealer Agreements.

(j) The Borrower shall have deposited to the Reserve Account an amount equal to 1.0% of the Capital after giving effect to the proposed Advance. In addition, the amount on deposit in the Reserve Account shall not be less than the product of (i) 0.50% and (ii) the Facility Limit then in effect.

(k) The Hedge Agreement shall be in effect.

(l) Each CP Conduit shall have received evidence satisfactory to it that its advance of amounts hereunder will not result in a reduction or downgrade of the ratings of its Commercial Paper Notes by the Rating Agencies.

(m) The Deal Agent shall have received such other approvals, opinions or documents as the Deal Agent or its counsel may reasonably require.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Borrower. The Borrower represents and warrants to the Collateral Agent, the Deal Agent, the Backup Servicer and the Secured Parties on the Closing Date and each Funding Date as follows:

(a) Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a corporation in good standing under the laws of the State of Nevada, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own and pledge the Collateral and perform its obligations under this Agreement.

(b) Due Qualification. The Borrower is duly qualified to do business and is in good standing as a corporation and has obtained all necessary licenses and approvals, in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualification, licenses or approvals.

(c) Power and Authority; Due Authorization. The Borrower: (i) has all necessary power, authority and legal right to: (A) execute and deliver this Agreement and the other Transaction Documents to which it is a party, (B) carry out the terms of the Transaction Documents to which it is a party, and (C) transfer and assign each Loan, Related Security and all other Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary action the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the transfer and assignment of the Loans, Related Security and all other Collateral on the terms and conditions herein provided. This Agreement and each other Transaction Document to which it is a party have been duly executed and delivered by it.

(d) Binding Obligation. This Agreement and each other Transaction Document to which the Borrower is a party constitutes a legal, valid and binding obligation of the Borrower, each enforceable against the Borrower in accordance with its terms.

(e) No Violation. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Borrower's certificate of incorporation, bylaws or any Contractual Obligation of the Borrower,

(ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of this Agreement or any other Transaction Document to which the Borrower is a party, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document to which the Borrower is a party or (iii) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Borrower of this Agreement and any other Transaction Document to which the Borrower is a party have been obtained.

(h) Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any "bulk sales" act or similar law by Borrower.

(i) Solvency. The transactions under this Agreement and any other Transaction Document to which the Borrower is a party do not and will not render the Borrower not Solvent and the Borrower shall deliver to the Deal Agent on the Closing Date a certification in the form of Exhibit F. The Originator has confirmed in writing to the Borrower that, so long as the Borrower is Solvent, the Originator will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other Insolvency Laws.

(j) Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Collateral Agent or the Lenders were utilized by the Borrower in identifying and/or selecting Loans or Dealer Agreements. In addition, each Loan shall have been underwritten in accordance with and satisfy the standards of any Credit Guidelines that has been established by the Borrower or the Originator and is then in effect.

(k) Taxes. The Borrower has filed or caused to be filed all tax returns that are required to be filed by it. The Borrower has paid or made adequate provisions for the payment of all Taxes and all assessments made against it or any of its property (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower), and no tax lien has been filed and, to the Borrower's knowledge, no claim is being asserted, with respect to any such Tax, fee or other charge.

(l) Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including, without limitation, the use of the proceeds from the pledge of the Collateral) will violate or result in a violation of Section 7 of the Securities Exchange Act, or any regulations issued pursuant thereto, including, without limitation, Regulations T, U and X of the Board of Governors of the Federal Reserve System, 12 C.F.R., Chapter II. The Borrower does not own or intend to carry or purchase, and no proceeds from the pledge of the Collateral will be

used to carry or purchase, any "margin stock" within the meaning of Regulation U or to extend "purchase credit" within the meaning of Regulation U.

(m) Quality of Title. Each Loan, together with the Related Security related thereto, shall, at all times, be owned by the Borrower free and clear of any Lien except as provided in Section 4.2(a)(iii), and upon each Funding, the Collateral Agent as agent for the Secured Parties shall acquire a valid and perfected first priority security interest in such Loans, the Related Security related thereto and all Collections then existing or thereafter arising, free and clear of any Lien, except as provided in Section 4.2(a)(iii). No effective financing statement or other instrument similar in effect covering any Loan or Dealer Agreement shall at any time be on file in any recording office except such as may be filed (i) in favor of the Borrower in accordance with the Contribution Agreement or (ii) in favor of the Collateral Agent in accordance with this Agreement.

(n) Security Interest. The Borrower has granted a security interest (as defined in the UCC) to the Collateral Agent, as agent for the Secured Parties, in the Collateral, which is enforceable in accordance with applicable law upon execution and delivery of this Agreement. Upon the filing of UCC-1 financing statements naming the Collateral Agent as secured party and the Borrower as debtor, or upon the Collateral Agent obtaining control, in the case of that portion of the Collateral which constitutes chattel paper, the Collateral Agent, as agent for the Secured Parties, shall have a first priority perfected security interest in the Collateral. All filings (including, without limitation, such UCC filings) as are necessary in any jurisdiction to perfect the interest of the Collateral Agent, as agent for the Secured Parties, in the Collateral have been made.

(o) Accuracy of Information. All information heretofore furnished by the Borrower (including without limitation, the Monthly Report and Credit Acceptance's financial statements) to the Deal Agent, Collateral Agent, any Liquidity Agent or any Lender for purposes of or in connection with this Agreement or any other Transaction Document, or any transaction contemplated hereby or thereby, will be true, correct, complete and accurate in every material respect, on the date such information is stated or certified.

(p) Location of Offices. The principal place of business and chief executive office of the Borrower and the office where the Borrower keeps all the Records are located at the address of the Borrower referred to in Section 14.2 hereof (or at such other locations as to which the notice and other requirements specified in Section 5.2(g) shall have been satisfied).

(q) Eligibility of Loans. Each Loan classified as an Eligible Loan (or included in any aggregation of balances of Eligible Loans) by the Borrower or the Servicer in any document or report delivered hereunder was an Eligible Loan as of the date so delivered and (ii) each related Contract classified as an Eligible Contract (or included in any aggregation of balances of Eligible Contracts) by the Borrower or Servicer in any document or report delivered hereunder was an Eligible Contract as of the date so delivered.

(r) Tradenames; Place of Business; Correct Legal Name. (i) Except as described in Schedule III, the Borrower has no trade names, fictitious names, assumed names or "doing business as" names or other names under which it has done or is doing business; (ii) the principal

place of business and chief executive office of the Borrower are located at the address of the Borrower set forth on the signature pages hereto; and (iii) "CAC Warehouse Funding Corporation II" is the correct legal name of the Borrower indicated on the public records of the Borrower's jurisdiction of organization.

(s) Contribution Agreement. The Contribution Agreement is the only agreement pursuant to which the Borrower purchases Loans from the Originator.

(t) Value Given. The Borrower shall have given reasonably equivalent value to the Originator in consideration for the transfer to the Borrower of the Loans and Related Security under the Contribution Agreement, no such transfer shall have been made for or on account of an antecedent debt owed by the Originator to the Borrower, and no such transfer is or may be voidable or subject to avoidance under any section of the Bankruptcy Code.

(u) Accounting. The Borrower accounts for the transfers to it from the Originator of Loans and Related Security under the Contribution Agreement as sales or contributions to capital of such Loans and Related Security in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein.

(v) Special Purpose Entity. The Borrower is in compliance with Section 5.2(o) hereof.

(w) Confirmation from the Originator. The Borrower has received in writing from the Originator confirmation that, so long as the Borrower is not "insolvent" within the meaning of the Bankruptcy Code, the Originator will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other bankruptcy or insolvency laws. Each of the Borrower and the Originator is aware that in light of the circumstances described in the preceding sentence and other relevant facts, the filing of a voluntary petition under the Bankruptcy Code for the purpose of making any Loan or any other assets of the Borrower available to satisfy claims of the creditors of the Originator would not result in making such assets available to satisfy such creditors under the Bankruptcy Code.

(x) Investment Company Act. The Borrower is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(y) ERISA. The present value of all benefits vested under all "employee pension benefit plans," as such term is defined in Section 3 of ERISA, maintained by the Borrower, or in which employees of the Borrower are entitled to participate, as from time to time in effect (herein called the "Pension Plans"), does not exceed the value of the assets of the Pension Plan allocable to such vested benefits (based on the value of such assets as of the last annual violation date). No prohibited transactions, accumulated funding deficiencies, withdrawals or reportable events have occurred with respect to any Pension Plans that, in the aggregate, could subject the Borrower to any material tax, penalty or other liability. No notice of intent to terminate a Pension Plan has been billed, nor has any Pension Plan been terminated under Section 4041(f) of ERISA, nor has the Pension Benefit Guaranty Corporation instituted proceedings to terminate, or appoint a trustee to administer a Pension Plan and no event has occurred or condition exists that

might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan.

(z) [Reserved.]

(aa) Representations and Warranties in Contribution Agreement. The representations and warranties made by the Originator to the Borrower in the Contribution Agreement are hereby remade by the Borrower on each date to which they speak in the Contribution Agreement as if such representations and warranties were set forth herein. For purposes of this Section 4.2(aa), such representations and warranties are incorporated herein by reference as if made by the Borrower to the Deal Agent, the Collateral Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

(bb) Amount of Loans and Contracts; Computer File. Each Funding Notice shall provide (A) the aggregate Outstanding Balance of the Contracts to be pledged to the Collateral Agent on the related Funding Date; (B) the Aggregate Outstanding Eligible Loan Balance; and (C) the Aggregate Outstanding Eligible Loan Net Balance; each as of the applicable Cut-off Date and as reported in the Loan Servicing System or as a product of the Loan Loss Reserve analysis. The computer file or microfiche list delivered pursuant to Section 2.2(a)(iii) hereof is complete and accurately reflects the information regarding the Loans, Dealer Agreements and Contracts in all material respects.

(cc) Use of Proceeds. The proceeds of each Funding will be used by the Borrower to purchase the Loans and related Collateral from the Originator pursuant to the Contribution Agreement.

(dd) Subsidiaries. The Borrower does not have any Subsidiaries.

(ee) Capital Stock. The Issuer has neither sold nor pledged any of its common stock to any entity other than Credit Acceptance.

The representations and warranties set forth in this Section 4.1 shall survive the Borrower's pledge of the Collateral to the Collateral Agent and the termination and rights and obligations of the Servicer. Upon discovery by the Borrower, the Servicer, Credit Acceptance or the Collateral Agent of a breach of any of the representations and warranties set forth herein, the party discovering such breach shall give prompt written notice to the other parties of such breach.

Section 4.2. Representations and Warranties of the Borrower Relating to the Loans and the Related Contracts.

(a) Eligibility of Loans. The Borrower hereby represents and warrants to the Deal Agent, the Collateral Agent, the Backup Servicer and the Secured Parties as of the Closing Date and each Funding Date with respect to the Dealer Agreements, Loans, Contracts and Related Security pledged to the Collateral Agent on such date that:

(i) each Loan classified as an "Eligible Loan" (or included in any aggregation of balances of "Eligible Loans") by the Borrower or the Servicer in any

document or report delivered hereunder satisfied the requirements contained in the definition of Eligible Loan on the date so delivered; each Contract classified as an "Eligible Contract" (or included in any aggregation of balances of "Eligible Contracts") by the Borrower or the Servicer in any document or report delivered hereunder satisfied the requirements contained in the definition of Eligible Contract on the date so delivered;

(ii) all information with respect to the Dealer Agreements and the Loans and the Contracts and the other Collateral provided to the Collateral Agent, any Liquidity Agent or the Deal Agent by the Borrower or the Servicer was true and correct in all material respects as of the date such information was provided to the Collateral Agent, such Liquidity Agent or the Deal Agent, as applicable;

(iii) each Loan and all other Collateral has been pledged to the Collateral Agent free and clear of any Lien of any Person, (other than, with respect to the Contracts, the second priority Lien of the related Dealer therein as set forth in the related Dealer Agreement) and in compliance, in all material respects, with all Applicable Laws;

(iv) with respect to each Dealer Agreement, Loan, Contract and all other Collateral, all consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower, in connection with the pledge of such Dealer Agreement, Loan, Contract or other Collateral to the Collateral Agent have been duly obtained, effected or given and are in full force and effect;

(v) Schedules V and IX to this Agreement (and any addendums thereto) are and will be accurate and complete listings of all Loans, Contracts and Dealer Agreements in all material respects on the date each such Loan, Contract or Dealer Agreement was pledged to the Collateral Agent hereunder, and the information contained therein is and will be true and correct in all material respects as of such date; and (vi) no selection procedure believed by the Borrower to be adverse to the interests of the Secured Parties has been or will be used in selecting the Dealer Agreements, Loans or Contracts.

(b) Notice of Breach. The representations and warranties set forth in this Section 4.2 shall survive the pledge of the Collateral to the Collateral Agent and the termination of the rights and obligations of the Servicer. Upon discovery by the Borrower, Credit Acceptance, the Servicer or the Collateral Agent of a breach of any of the representations and warranties set forth in this Section 4.2, the party discovering such breach shall give prompt written notice to the other parties of such breach.

Section 4.3. Representations and Warranties of the Servicer. The Servicer represents and warrants as follows on the Closing Date and each Funding Date:

(a) Organization and Good Standing. The Servicer has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Michigan, with all requisite corporate power and authority to own or lease its properties and to conduct its

business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and the other Transaction Documents to which it is a party.

(b) Due Qualification. The Servicer is duly qualified to do business as a corporation and is in good standing as a corporation, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business requires such qualification, licenses or approvals.

(c) Power and Authority; Due Authorization. The Servicer (i) has all necessary power, authority and legal right to (A) execute and deliver this Agreement and the other Transaction Documents to which it is a party, (B) carry out the terms of this Agreement and the other Transaction Documents to which it is a party, and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party. This Agreement and each other Transaction Document to which it is a party have been duly executed and delivered by the Servicer.

(d) Binding Obligation. This Agreement and each other Transaction Document to which the Servicer is a party constitutes a legal, valid and binding obligation of the Servicer, each enforceable against the Servicer in accordance with its terms.

(e) No Violation. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's certificate of incorporation, bylaws or any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such Contractual Obligation, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of this Agreement or any other Transaction Document to which the Servicer is a party, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document to which the Servicer is a party or (iii) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of this Agreement and any other Transaction Document to which the Servicer is a party have been obtained.

(h) Reports Accurate. All Monthly Reports and other written and electronic information, exhibits, financial statements, documents, books, records or reports furnished by the Servicer to the Deal Agent, the Backup Servicer, the Collateral Agent, any Liquidity Agent or a Lender in connection with this Agreement are accurate, true, complete and correct in all material respects as of the date delivered.

(i) Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder and under each Transaction Document to which it is a party.

(j) Compliance With Credit Guidelines and Collection Guidelines. The Servicer has, with respect to the Loans and Contracts, complied in all material respects with the Credit Guidelines and the Collection Guidelines.

Section 4.4. Representations and Warranties of the Backup Servicer. The Backup Servicer represents and warrants as follows:

(a) Organization and Good Standing. The Backup Servicer has been duly organized, and is validly existing as a corporation and in good standing under the laws of Delaware, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and each Transaction Document to which it is a party.

(b) Binding Obligation. This Agreement and each other Transaction Document to which it is a party constitutes a legal, valid and binding obligation of the Backup Servicer, each enforceable against the Backup Servicer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) Backup Servicing Agreement. The Backup Servicer hereby remakes the representations and warranties made by it under the Backup Servicing Agreement.

Section 4.5. Breach of Representations and Warranties.

(a) Payment in respect of an Ineligible Loan. If a Loan is an Ineligible Loan, no later than the earlier of (i) knowledge by the Borrower of such Loan being an Ineligible Loan and (ii) receipt by the Borrower from the Deal Agent, the Collateral Agent or the Servicer of written notice thereof the Borrower shall make a payment to the Collection Account in respect of each such Loan in an amount equal to the related Release Price. On and after the date of such payment, the related Loan or Loans shall for all purposes of this Agreement be deemed to be an Ineligible Loan or Ineligible Loans. The Borrower shall make a deposit to the Collection Account (for allocation pursuant to Section 2.7) in immediately available funds an amount (the "Release Price") equal to the sum of (i): the product of the Net Loan Balance related to such Loan as of the last day of the related Collection Period and the Net Advance Rate in effect on the date of such payment; (ii) accrued and unpaid Carrying Costs, Increased Costs, Indemnified Amounts and Additional Amounts related to such Loan through the date of such deposit; (iii) any related Servicer Advances; and (iv) and all Hedge Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more transactions related to the relevant Hedge Agreement, as required by the terms of any Hedging Agreement.

(b) Retransfer of All of the Loans. In the event of a breach of any representation or warranty set forth in Section 4.2 hereof which breach could reasonably be expected to have a

Material Adverse Effect, by notice then given in writing to the Borrower, the Deal Agent may direct the Borrower to accept the release by the Collateral Agent of all of the Loans, in which case the Borrower shall be obligated to accept the release of such Loans on a Payment Date specified by the Deal Agent (such date, the "Release Date"); provided, however, that no such release shall be given effect unless Borrower has complied with the terms of any Hedging Agreement requiring that any derivative transaction related thereto be terminated in whole or in part and the Borrower has paid all Hedge Costs due with respect to such termination. The Borrower shall deposit in the Collection Account on the Release Date an amount equal to: (A) the Aggregate Unpaids minus (B) the amount, if any, available in the Collection Account and Reserve Account on such Payment Date (the "Retransfer Amount") for allocation and distribution in accordance with Section 2.7. On the Release Date, provided that the full Retransfer Amount has been deposited into the Collection Account, the Loans and Related Security related thereto shall be transferred to the Borrower; and the Collateral Agent as agent for the Secured Parties shall, at the sole expense of the Servicer, execute and deliver such instruments of transfer, in each case without recourse, representation or warranty, as shall be prepared and reasonably requested by the Servicer on behalf of the Borrower to vest in the Borrower, or its designee or assignee, all right, title and interest of the Collateral Agent as agent for the Secured Parties in, to and under the Loans.

(c) Payments in Respect of an Ineligible Contract. If any Contract File fails to contain an original Contract following the review described in Section 6.2(c)(ii) and unless such failure shall have been cured by the last day of the first full Collection Period following the discovery thereof, the Borrower shall make a payment in respect of each such Nonconforming Contract to the Collection Account in immediately available funds in an amount (the "Released Contract Price") equal to the sum of (i): (x) the product of the Outstanding Balance of such Contract as of the last day of the related Collection Period and a fraction, the numerator of which is Capital as of the Funding Date and the denominator of which is the Outstanding Balance of Eligible Contracts as of the Funding Date; (ii) accrued and unpaid Carrying Costs, Increased Costs, Indemnified Amounts and Additional Amounts related to such Contract through the date of such deposit; (iii) any related Servicer Advances; and (iv) and all Hedge Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more transactions related to the relevant Hedge Agreement, as required by the terms of any Hedging Agreement. The Aggregate Outstanding Eligible Loan Balance shall be reduced by the Outstanding Balance (as of the end of the most recent Collection Period) related to each such Ineligible Contract. On and after the date of such payment, any such Ineligible Contract shall not be included in the Collateral.

(d) Remedy for Breach. The parties hereto agree that the sole remedy for the breach by the Borrower of the representations and warranties set forth in Section 4.2 hereof with respect to the eligibility of a Loan or Contract shall be set forth in this Section 4.5.

(e) Application. Amounts paid in accordance with Section 4.5(a), (b) and (c) shall be distributed on the next succeeding Payment Date in accordance with Section 2.7.

(f) Notwithstanding anything herein to the contrary (i) during the Revolving Period, payments required under Section 4.5(a), (b) and (c) shall not be required if the Capital is equal to or less than the Borrowing Base.

ARTICLE V
GENERAL COVENANTS

Section 5.1. Affirmative Covenants of the Borrower. From the date hereof until the Collection Date:

(a) Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Loans and Dealer Agreements.

(b) Preservation of Corporate Existence; Conduct of Business. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect. The Borrower will carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted and do all things necessary to remain duly incorporated, validly existing and in good standing as a domestic corporation in its jurisdiction of incorporation and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

(c) Performance and Compliance with Loans, Dealer Agreements and Contracts. The Borrower will, at its expense, timely and fully perform and comply (or cause the Originator to perform and comply pursuant to the Contribution Agreement) with all provisions, covenants and other promises required to be observed by it under the Loans, Dealer Agreements and Contracts in and all other agreements related thereto in all material respects.

(d) Keeping of Records and Books of Account. The Borrower will maintain and implement administrative and operating procedures (including, without limitation, an ability to recreate records evidencing Loans in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Loans.

(e) Originator Assets. With respect to each Loan acquired by the Borrower, the Borrower will: (i) acquire such Loan pursuant to and in accordance with the terms of the Contribution Agreement; (ii) take all action necessary to perfect, protect and more fully evidence the Borrower's ownership of such Loan, including, without limitation, (A) filing and maintaining, effective financing statements (Form UCC-1) against the Originator in all necessary or appropriate filing offices, and filing continuation statements, amendments or assignments with respect thereto in such filing offices, and (B) executing or causing to be executed such other instruments or notices as may be necessary or appropriate; and (iii) take all additional action that the Deal Agent or the Collateral Agent may reasonably request to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral.

(f) Delivery of Collections. Subject to Section 2.9(d) hereof, the Borrower will deposit to the Collection Account promptly (but in no event later than two (2) Business Days after receipt) all Collections received by Borrower in respect of the Loans or the Contracts.

(g) Separate Corporate Existence. The Borrower shall be in compliance with the requirements set forth in Section 5.2(o).

(h) Credit Guidelines and Collection Guidelines. The Borrower will comply in all material respects with the Credit Guidelines and the Collection Guidelines with respect to each Loan and Contract.

(i) Taxes. The Borrower will file and pay any and all Taxes.

(j) Use of Proceeds. The Borrower will use the proceeds of the Funding only to acquire Loans pursuant to the Contribution Agreement or to make distributions to Credit Acceptance.

(k) Reporting. The Borrower will maintain for itself a system of accounting established and administered in accordance with GAAP and furnish or cause to be furnished to the Deal Agent and each Liquidity Agent the following information:

(i) [Reserved];

(ii) Annual Reporting. Within 120 days after the close of the Borrower's and Credit Acceptance's fiscal years, (A) audited financial statements for Credit Acceptance and all of its Subsidiaries, prepared in accordance with GAAP on a consolidated basis and (B) unaudited financial statements for each of (x) Credit Acceptance and all of its Subsidiaries relating to its business segments, and (y) the Borrower, including, in each case, balance sheets as of the end of such period, related statements of operations, shareholder's equity and cash flows, accompanied by an unqualified audit report certified by independent certified public accountants, acceptable to the Deal Agent, prepared in accordance with generally accepted auditing principles and any management letter prepared by said accountants;

(iii) Quarterly Reporting. Within sixty (60) days after the close of the first three quarterly periods of each of the Borrower's and Credit Acceptance's fiscal years, for (x) the Borrower and (y) for Credit Acceptance and its Subsidiaries, in each case, consolidated unaudited balance sheets as at the close of each such period and consolidated related statements of operations, shareholder's equity and cash flows for the period from the beginning of such fiscal year to the end of such quarter, all certified by its chief financial officer as true, accurate and complete in all material respects;

(iv) Compliance Certificate. Together with the financial statements required hereunder, a compliance certificate signed by the Borrower's or Credit Acceptance's, as applicable, chief financial officer stating that (x) the attached financial statements have been prepared in accordance with GAAP and accurately reflect the financial condition of the Borrower or Credit Acceptance as applicable and (y) to the best of such Person's knowledge, no Termination Event or Unmatured Termination Event exists, or if any Termination Event or Unmatured Termination Event exists, stating the nature and status thereof;

(v) Shareholders Statements and Reports. Promptly upon the furnishing thereof to the shareholders of the Borrower or Credit Acceptance, copies of all

financial statements, reports and proxy statements so furnished, to the extent such information has not been provided pursuant to another clause of this Section 5.1(k);

(vi) S.E.C. Filings. Promptly upon the filing thereof, copies of all registration statements and annual, quarterly, monthly or other regular reports which Credit Acceptance or any subsidiary files with the Securities and Exchange Commission;

(vii) Notice of Termination Events or Unmatured Termination Events. As soon as possible and in any event within two (2) days after the occurrence of each Termination Event or each Unmatured Termination Event, a statement of the chief financial officer or chief accounting officer of the Borrower setting forth details of such Termination Event or Unmatured Termination Event and the action which the Borrower proposes to take with respect thereto;

(viii) Change in Collection Guidelines. Prior to the date of the effectiveness of any material change in or amendment to the Collection Guidelines (which shall be in accordance with the terms of this Agreement), a notice describing such change or amendment.

(ix) Collection Guidelines. On the Closing Date, a complete copy of the Collection Guidelines then in effect;

(x) ERISA. Promptly after the filing or receiving thereof, copies of all reports and notices with respect to any Reportable Event (as defined in Article IV of ERISA) which the Borrower, Credit Acceptance or any ERISA Affiliate of the Borrower or Credit Acceptance files under ERISA with the Internal Revenue Service, the Pension Benefit Guaranty Corporation or the U.S. Department of Labor or which the Borrower, Credit Acceptance or any ERISA Affiliates of the Borrower or Credit Acceptance receives from the Internal Revenue Service, the Pension Benefit Guaranty Corporation or the U.S. Department of Labor;

(xi) Proceedings. As soon as possible and in any event within two (2) Business Days after any executive officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), litigation, action, suit or proceeding before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Borrower or any of its Affiliates;

(xii) Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstances that, in the reasonable judgment of the Borrower, is likely to have a Material Adverse Effect; and

(xiii) Other Information. Such other information, documents, records or reports (including non-financial information) as the Deal Agent or the Collateral Agent may from time to time reasonably request with respect to Credit Acceptance, the Borrower, the Servicer or any Subsidiary of any of the foregoing.

(l) Compliance with Applicable Law. The Borrower shall duly satisfy in all material respects its obligations under or in connection with each Loan and Contract, will maintain in effect all material qualifications required under all Applicable Law, and will comply in all material respects with all other Applicable Law in connection with each Loan and Contract the failure to comply with which would have a material adverse effect on the interests of the Secured Parties in the Collateral.

(m) Furnishing of Information and Inspection of Records. The Borrower will furnish to the Deal Agent, each Liquidity Agent, the Backup Servicer and the Collateral Agent, from time to time, such information with respect to the Loans and Contracts as either may reasonably request, including, without limitation, a computer file, microfiche list or other list identifying each Loan and Contract by pool number, account number and dealer number and by the Outstanding Balance and identifying the Obligor on such Loan or Contract. The Borrower will, at any time and from time to time during regular business hours, upon reasonable notice, permit the Deal Agent, each Liquidity Agent, the Backup Servicer and the Collateral Agent, or its agents or representatives, to examine and make copies of and abstracts from all Records, to visit the offices and properties of the Borrower for the purpose of examining such Records, and to discuss matters relating to the Loans or Contracts or the Borrower's performance hereunder and under the other Transaction Documents with any of the officers, directors, employees or independent public accountants of the Borrower having knowledge of such matters; provided, however, that the Deal Agent, each Liquidity Agent and the Collateral Agent each acknowledges that in exercising the rights and privileges conferred in this Section 5.1(m) it or its agents and representatives may, from time to time, obtain knowledge of information, practices, books, correspondence and records of a confidential nature and in which the Borrower has a proprietary interest. The Deal Agent, each Liquidity Agent and the Collateral Agent each agrees that all such information, practices, books, correspondence and records are to be regarded as confidential information and agrees that it shall retain in strict confidence and shall use its reasonable efforts to ensure that its agents and representatives retain in strict confidence, and will not disclose without the prior written consent of the Borrower, any such information, practices, books, correspondence and records furnished to them except that it may disclose such information: (i) to its officers, directors, employees, agents, counsel, accountants, auditors, affiliates, advisors or representatives (provided that such Persons are informed of the confidential nature of such information); (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Deal Agent, any Liquidity Agent, the Collateral Agent or its officers, directors, employees, agents, counsel, accountants, auditors, affiliates, advisors or representatives; (iii) to the extent such information was available to the Deal Agent, any Liquidity Agent or the Collateral Agent on a non-confidential basis prior to its disclosure hereunder; (iv) to the extent the Deal Agent, any Liquidity Agent or the Collateral Agent should be (A) required under the Transaction Documents or in connection with any legal or regulatory proceeding or (B) requested by any bank regulatory authority to disclose such information; (v) to the Liquidity Agent, any Liquidity Bank, or any other person providing liquidity to a CP Conduit; or (vi) to any Lender or prospective assignee or Investor; provided, that the relevant Liquidity Agent shall notify such assignee of the confidentiality provisions of this Section 5.1(m).

(n) Keeping of Records and Books of Account. The Borrower will maintain and implement or cause to be maintained and implemented administrative and operating procedures

(including, without limitation, an ability to recreate records evidencing the Loans and Contracts in the event of the destruction of the originals thereof), and keep and maintain, or obtain, as and when required, all documents, books, records and other information reasonably necessary or advisable for the collection of all amounts due under the Loans and Contracts (including, without limitation, records adequate to permit adjustments to amounts due under each existing Loan and Contract). The Borrower will give the Deal Agent and each Liquidity Agent notice of any material change in the administrative and operating procedures of the Borrower referred to in the previous sentence.

(o) Notice of Liens. The Borrower will advise the Deal Agent, each Liquidity Agent and the Collateral Agent promptly, in reasonable detail of: (i) any Lien asserted by a Person against any of the Loans or Contracts or other Collateral; (ii) any breach by the Borrower, the Originator or the Servicer of any of its representations, warranties and covenants contained herein or in any other Transaction Document; and (iii) of the occurrence of any other event which would have a Material Adverse Effect.

(p) Protection of Interest in Collateral. The Borrower shall file such continuation statements and any other documents reasonably requested by the Collateral Agent, the Deal Agent or any Lender or which may be required by law to fully preserve and protect the interest of the Collateral Agent and the Secured Parties in and to the Loans, the Contracts and the other Collateral.

(q) Contribution Agreement. The Borrower will at all times enforce the covenants and agreements of Credit Acceptance in the Contribution Agreement (including, without limitation, the rights and remedies against the Dealers).

(r) Notice of Delegation of Servicer's Duties. The Borrower promptly shall notify the Collateral Agent of any delegation by the Servicer of any of the Servicer's duties under this Agreement which is not in the ordinary course of business of the Servicer.

(s) Organizational Documents. The Borrower shall only amend, alter, change or repeal its Certificate of Incorporation with the prior written consent of the Deal Agent.

Section 5.2. Negative Covenants of the Borrower. From the date hereof until the Collection Date:

(a) Other Business. Borrower will not: (i) engage in any business other than the transactions contemplated by the Transaction Documents; (ii) incur any indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to the Transaction Documents; or (iii) form any Subsidiary or make any Investments in any other Person.

(b) Loans Not to be Evidenced by Instruments. The Borrower will take no action to cause any Loan that is not, as of the Closing Date, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Loan.

(c) Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien described in Section 4.2(a)(iii)) on any Loan, Contract, Related Security or any other Collateral,

whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Deal Agent of the existence of any Lien on any Loan, Contract, Related Security or any other Collateral and the Borrower shall defend the right, title and interest of the Deal Agent as agent for the Secured Parties in, to and under the Loans, Contracts, Related Security and other Collateral, against all claims of third parties.

(d) Mergers, Acquisitions, Sales, etc. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock of any class of, or any partnership or joint venture interest in, any other Person, or, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any Loan, Contracts, Related Security or other Collateral or any interest therein (other than pursuant to and in accordance with the Transaction Documents).

(e) [Reserved.]

(f) Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person's interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Termination Event or Unmatured Termination Event has occurred and is continuing or would result therefrom, the Borrower may declare and pay cash or stock dividends on its capital stock.

(g) Change of Name or Location of Records Files. The Borrower shall not (x) change its name or state of organization, move the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the location referred to in Section 14.2 or (y) move, or consent to the Custodian or Servicer moving, the Records/Contract Files from the location thereof on the Closing Date, unless the Borrower has given at least thirty (30) days' written notice to the Deal Agent and the Collateral Agent and has taken all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Collateral Agent, as agent for the Secured Parties, in the Collateral.

(h) Accounting of the Contribution Agreement. The Borrower will not account for or treat (whether in financial statements or otherwise) the transaction contemplated by the Contribution Agreement in any manner other than as a contribution, or absolute assignment, of the Loans and related assets by the Originator to the Borrower.

(i) ERISA Matters. The Borrower will not: (i) engage or permit any ERISA Affiliate to engage in any prohibited transaction for which an exemption is not available or has not previously been obtained from the United States Department of Labor; (ii) permit to exist any accumulated funding deficiency, as defined in Section 302(a) of ERISA and Section 412(a) of the Code, or funding deficiency with respect to any Benefit Plan other than a Multiemployer Plan; (iii) fail to make any payments to a Multiemployer Plan that the Borrower or any ERISA Affiliate may be required to make under the agreement relating to such Multiemployer Plan or

any law pertaining thereto; (iv) terminate any Benefit Plan so as to result in any liability; or (v) permit to exist any occurrence of any reportable event described in Title IV of ERISA.

(j) Certificate of Incorporation; Contribution Agreement. The Borrower will not amend, modify, waive or terminate any provision of its Certificate of Incorporation or the Contribution Agreement. The Borrower will not take any action under the Contribution Agreement which would have a Material Adverse Effect.

(k) Changes in Payment Instructions to Obligors. The Borrower will not make any change, or permit Servicer to make any change, in its instructions to Obligors regarding where payments in respect of Contracts are to be made to Borrower or Servicer, unless the Deal Agent shall have consented to such change in writing and has received duly executed copies of all documentation related thereto.

(l) Extension or Amendment. The Borrower will not, except as otherwise permitted hereunder or by law, extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Dealer Agreement, Loan or Contract; provided, however, the Dealer Agreements may be amended in connection with the closing of or opening of a pool.

(m) Collection Guidelines. The Borrower will not permit the amendment, modification, restatement or replacement, in whole or in part, of the Collection Guidelines, which change would materially impair the collectibility of any Loan or Contract or otherwise adversely affect the interests or the remedies of the Deal Agent, Collateral Agent or the Secured Parties under this Agreement or any other Transaction Document, without the prior written consent of the Deal Agent.

(n) No Assignments. The Borrower will not assign or delegate, or grant any interest in, or permit any Lien to exist upon, any of its rights, obligations or duties under this Agreement without the prior written consent of the Deal Agent.

(o) Special Purpose Entity. The Borrower has not and shall not:

(i) engage in any business or activity other than the purchase and receipt of Loans and related assets from the Originator under the Contribution Agreement, the pledge of Loans and related assets under the Transaction Documents and such other activities as are incidental thereto;

(ii) acquire or own any material assets other than (A) the Loans and related assets from the Originator under the Contribution Agreement and (B) incidental property as may be necessary for the operation of the Borrower;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case first obtaining the Deal Agent's consent;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Deal Agent, amend, modify, terminate, fail to comply with the provisions of its Certificate of Incorporation, or fail to observe corporate formalities;

(v) own any subsidiary or make any investment in any Person without the consent of the Deal Agent;

(vi) commingle its assets or funds with the assets or funds of any of its Affiliates, or of any other Person, except for (A) Dealer Collections, (B) erroneous deposits or (C) prior to the identification and separation of such funds or assets by the Servicer in accordance with the Servicer's normal and customary business practices;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than indebtedness to the Lenders hereunder or in conjunction with a repayment of Aggregate Unpaids owed to the Lenders except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

(viii) become insolvent or fail to pay its debts and liabilities from its assets as the same shall become due;

(ix) fail to maintain its records, books of account and bank accounts separate and apart from those of its principal and Affiliates, and any other Person;

(x) enter into any contract or agreement with any of its principals or Affiliates or any other Person, except upon terms and conditions that are commercially reasonable and intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any principal or Affiliates;

(xi) seek its dissolution or winding up in whole or in part;

(xii) fail to correct any known misunderstandings regarding the separate identity of Borrower or Affiliate thereof or any other Person;

(xiii) guarantee, become obligated for, or hold itself out to be responsible for the debt of another Person;

(xiv) make any loan or advances to any third party, including Affiliate, or hold evidence of indebtedness issued by any other Person (other than cash and investment-grade securities);

(xv) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its Affiliates);

(xvi) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xvii) file or consent to the filing or any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors;

(xviii) share any common logo with or hold itself out as or be considered as a department or division of (A) any of its Affiliates or (B) any other Person;

(xix) permit any transfer (whether in any one or more transactions) of more than a 49% direct or indirect ownership interest in the Borrower, unless the Borrower delivers to the Deal Agent an acceptable non-consolidation opinion;

(xx) fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person;

(xxi) fail to pay its own liabilities and expenses only out of its own funds;

(xxii) fail to pay the salaries of its own employees in light of its contemplated business operations;

(xxiii) acquire the obligations or securities of its Affiliates or stockholders;

(xxiv) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xxv) to the extent it has invoices or checks, fail to use separate invoices or checks bearing its own name;

(xxvi) pledge its assets for the benefit of any other Person, other than with respect to payment of the indebtedness to the Lenders hereunder;

(xxvii) fail at any time to have at least two (2) independent directors (each, an "Independent Director") on its board of directors that is not and has not been for at least five (5) years a director, officer, employee, trade creditor or shareholder (or spouse, parent, sibling or child of the foregoing) of (A) the Servicer, (B) the Borrower, or (C) any Affiliate of the Servicer or Borrower; provided, however, such Independent Director may be an independent director or manager of another special purpose entity affiliated with the Servicer;

(xxviii) fail to provide that the unanimous consent of all directors (including the consent of the Independent Directors) is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or insolvent,

(B) institute or consent to the institution of bankruptcy or insolvency proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any applicable federal or state law relating to bankruptcy or insolvency, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of the Borrower's creditors, (F) admit in writing its inability to pay its debts generally as they become due, or (G) take any action in furtherance of any of the foregoing; and

(xxix) take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Dykema Gossett, delivered on the Closing Date, upon which the conclusions expressed therein are based.

Section 5.3. Covenant of the Borrower Relating to the Hedging Agreement. At all times during on and after the Initial Funding until the Collection Date, a Hedging Agreement shall be in place.

Section 5.4. Affirmative Covenants of the Servicer. From the date hereof until the Collection Date:

(a) Compliance with Law. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Loans and the Dealer Agreements or any part thereof.

(b) Preservation of Existence. The Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Obligations and Compliance with Loans and Contracts. The Servicer will duly fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with under or in connection with each Loan and each Contract and will do nothing to impair the rights of the Collateral Agent as agent for the Secured Parties or of the Secured Parties in, to and under the Collateral.

(d) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including without limitation, an ability to recreate records evidencing the Loans and Contracts in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Loans.

(e) Preservation of Security Interest. The Servicer will file such financing and continuation statements and any other documents that may be required by any law or regulation of any Governmental Authority to preserve and protect fully the security interest of the Collateral Agent as agent for the Secured Parties in, to and under the Collateral. In its capacity as Custodian, it will maintain possession of the Contract Files and Records, as Custodian for the Secured Parties, as set forth in Section 6.2(c).

(f) Collection Guidelines. (i) The Servicer will (a) comply in all material respects with the Collection Guidelines in regard to each Loan and Contract, and (b) furnish to the Deal Agent quarterly, prompt notice of any material change in the Collection Guidelines and will deliver a copy of such changes to the Deal Agent and each Liquidity Agent, quarterly.

(ii) The Servicer will not agree to or otherwise permit to occur any material change in the Collection Guidelines, which change would impair the collectibility of any Loan or Contract or otherwise adversely affect the interests or remedies of the Deal Agent, the Collateral Agent or the Secured Parties under this Agreement or any other Transaction Document, without the prior written consent of the Deal Agent.

(g) Amortization Events and Termination Events. The Servicer will furnish to the Deal Agent, as soon as possible and in any event within two (2) Business Days after the occurrence of each Amortization Event, each Termination Event and each Unmatured Termination Event, a written statement of the chief financial officer or chief accounting officer of the Servicer setting forth the details of such event and the action that the Servicer purposes to take with respect thereto.

(h) Other. The Servicer will furnish to the Deal Agent, any Liquidity Agent or the Collateral Agent, as applicable, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of Borrower or the Servicer as the Deal Agent, any Liquidity Agent or the Collateral Agent may from time to time reasonably request in order to protect the interests of the Collateral Agent or the Secured Parties under or as contemplated by this Agreement.

(i) Losses, Etc. In any suit, proceeding or action brought by the Deal Agent, the Collateral Agent or any Secured Party for any sum owing thereto, the Servicer shall save, indemnify and keep the Deal Agent, the Collateral Agent and the Secured Parties harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under a Loan or Contract, arising out of a breach by the Servicer of any obligation under the related Loan or Contract or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such Obligor or its successor from the Servicer, and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against the Deal Agent, the Collateral Agent or any Secured Party.

(j) Notice of Liens The Servicer shall advise the Collateral Agent, each Liquidity Agent and the Deal Agent promptly, in reasonable detail of: (i) any Lien asserted or claim made against any portion of the Collateral; (ii) the occurrence of any breach by the Servicer of any of its representations, warranties and covenants contained herein or in any other Transaction Document; and (iii) the occurrence of any other event which would have a Material Adverse Effect.

(k) Realization on Loans or Contracts. In the event that the Servicer realizes upon any Loan or Contract, the methods utilized by the Servicer to realize upon such Loan or Contract or otherwise enforce any provisions of such Loan or Contract will not subject the Servicer, the Borrower, any Secured Party, the Deal Agent or the Collateral Agent to liability under any

federal, state or local law, and that such enforcement by the Servicer will be conducted in accordance with the provisions of the Credit Guidelines, the Collection Guidelines, Applicable Law and, in the case of Credit Acceptance, this Agreement, and in the case of the Backup Servicer if it has become the Servicer, the Backup Servicing Agreement.

(l) Backup Servicing Agreement. The Servicer shall provide the Backup Servicer with all information, data and reports as required by the terms of the Backup Servicing Agreement.

(m) Change in Accounting Policies or Debt Rating. The Servicer shall notify the Collateral Agent of any material change in or amendment to the Servicer's accounting policies within ten (10) days after the date such change or amendment has been made. Within five (5) days after the date of any change in the Borrower's or Credit Acceptance's public or private debt ratings, if any, a written certification of the Borrower's or Credit Acceptance's public and private debt ratings after giving effect to any such change;

(n) Monthly Reports. Not later than the Determination Date preceding each Payment Date, the Servicer will furnish to the Deal Agent, each Liquidity Agent and the Backup Servicer a Monthly Report relating to the immediately preceding Collection Period

Section 5.5. Negative Covenants of the Servicer. From the date hereof until the Collection Date.

(a) Mergers, Acquisition, Sales, etc. The Servicer will not consolidate with or merge into any other Person or convey or transfer its properties and assets substantially as an entirety to any Person, unless the Servicer is the surviving entity and unless:

(i) the Servicer has delivered to the Deal Agent and the Backup Servicer an Officer's Certificate and an Opinion of Counsel each stating that any consolidation, merger, conveyance or transfer and such supplemental agreement comply with this Section 5.5 and that all conditions precedent herein provided for relating to such transaction have been complied with and, in the case of the Opinion of Counsel, that such supplemental agreement is legal, valid and binding with respect to the Servicer and such other matters as the Deal Agent may reasonably request;

(ii) the Servicer shall have delivered notice of such consolidation, merger, conveyance or transfer to the Deal Agent;

(iii) after giving effect thereto, no Termination Event, Unmatured Termination Event or Servicer Termination Event or event that with notice or lapse of time, or both, would constitute a Servicer Termination Event shall have occurred.

(b) Change of Name or Location of Records. The Servicer shall not (x) change its name or its state of organization, move the location of its principal place of business and chief executive office, and the offices where it keeps records concerning the Loans from the location referred to in Section 14.2 or (y) move, or consent to the Custodian moving, the Records from the location thereof on the Closing Date, unless the Servicer has given at least thirty (30) days' written notice to the Deal Agent and has taken all actions required under the UCC of each

relevant jurisdiction in order to continue the first priority perfected security interest of the Collateral Agent as agent for the Secured Parties in the Collateral.

(c) Change in Payment Instructions to Obligors. The Servicer will not make any change in its instructions to Obligors regarding where payments in respect of Contracts are to be made, unless the Deal Agent has consented to such change and has received duly executed documentation related thereto.

(d) [Reserved].

(e) No Instruments. The Servicer shall take no action to cause any Loan to be evidenced by any instrument (as defined in the UCC as in effect in the Relevant UCC).

(f) No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien described in Section 4.2(a)(iii)) on the Collateral or any interest therein; the Servicer will notify the Collateral Agent and the Deal Agent of the existence of any Lien on any portion of the Collateral immediately upon discovery thereof, and the Servicer shall defend the right, title and interest of the Collateral Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.

(g) Information. The Servicer shall, within two (2) Business Days of its receipt thereof, respond to reasonable written directions or written requests for information that the Backup Servicer, the Borrower, the Deal Agent, any Liquidity Agent or the Collateral Agent might have with respect to the administration of the Loans.

(h) Consent. The Servicer will promptly advise the Borrower, the Backup Servicer, the Deal Agent and the Collateral Agent of any inquiry received from an Obligor which requires the consent of the Borrower, the Deal Agent or the Collateral Agent.

(i) Credit Guidelines and Collection Guidelines. The Servicer will not amend, modify, restate or replace in any material way the Credit Guidelines or the Collection Guidelines, which change would impair the collectibility of any Loan or Contract or otherwise adversely affect the interests or the remedies of the Deal Agent, Collateral Agent or the Secured Parties under this Agreement or any other Transaction Document, without the prior written consent of the Deal Agent.

Section 5.6. Negative Covenants of the Backup Servicer. From the date hereof until the Collection Date.

(a) No Changes in Backup Servicer Fee. The Backup Servicer will not make any changes to the Backup Servicer Fee without the prior written approval of the Deal Agent.

ARTICLE VI
ADMINISTRATION AND SERVICING OF CONTRACTS

Section 6.1 Servicing. (a) The Borrower, the Deal Agent and the Collateral Agent hereby appoint Credit Acceptance as servicer hereunder and Credit Acceptance hereby accepts

such appointment and agrees to manage, collect and administer each of the Loans and Contracts as Servicer. In the event of a Servicer Termination Event, the Deal Agent shall have the right to terminate Credit Acceptance as servicer hereunder. Upon termination of Credit Acceptance as servicer of the Loans pursuant to Section 6.11 hereof, the Deal Agent shall have the right to appoint a Successor Servicer and enter into a servicing agreement with such Successor Servicer at such time and exercise all of its rights under Section 6.3 hereof. Such servicing agreement shall specify the duties and obligations of such Successor Servicer, and all references herein to the Servicer shall be deemed to refer to such Successor Servicer. Notwithstanding the above, the Deal Agent may appoint any established financial institution having a net worth of not less than $50,000,000 and whose regular business includes the servicing of automobile installment sales contracts as the Successor Servicer hereunder.

(b) The Borrower shall cause the Servicer to deposit all Collections to the Collection Account no later than two Business Days after receipt. The Servicer agrees to deposit all Collections to the Collection Account no later than two (2) Business Days after receipt.

(c) On or before 120 days after the end of each fiscal year of the Servicer, beginning with the fiscal year ending December 31, 2003, the Servicer shall cause a firm of independent public accountants (who may also render other services to the Servicer or the Borrower) to furnish a report to the Collateral Agent, the Deal Agent and the Secured Parties to the effect that they have (i) compared the information contained in the Monthly Reports delivered during such fiscal year, based on a sample size provided by the Collateral Agent, with the information contained in the Loans, the Contracts and the Servicer's records and computer systems for such period, and that, on the basis of such agreed upon procedures, such firm is of the opinion that the information contained in the Monthly Reports reconciles with the information contained in the Loans and the Contracts and the Servicer's records and computer system and that the servicing of the Loans and the Contracts has been conducted in compliance with this Agreement, (ii) verified the Aggregate Outstanding Eligible Loan Balance as of the end of each Collection Period during such fiscal year, and (iii) verified that a sample of Loans and Contracts treated by the Servicer as Eligible Loans and as Eligible Contracts, as applicable, in fact satisfied the requirements of the definition thereof contained herein and (iv) conducted a `negative confirmation' of a sample of the Loans and Contracts and verified that the Servicer's records and computer system used in servicing the Loans and Contracts contained correct information with regard to due dates and outstanding balances, except, in each case for (a) such exceptions as such firm shall believe to be immaterial (which exceptions need not be enumerated) and (b) such other exceptions as shall be set forth in such statement.

Section 6.2. Duties of the Servicer and Custodian.

(a) The Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect all amounts due under the Loans and Contracts from time to time, all in accordance with applicable laws, rules and regulations, with reasonable care and diligence, and in accordance with the Collection Guidelines and Credit Guidelines, it being understood that there shall be no recourse to the Servicer with regard to the Loans and Contracts except as otherwise provided herein and in the other Transaction Documents. In performing its duties as Servicer, the Servicer shall use the same degree of care and attention it employs with respect to similar contracts and loans which it services for itself or others. Each of the Borrower, the Deal

Agent, the Collateral Agent and the Secured Parties hereby appoints as its agent the Servicer, from time to time designated pursuant to Section 6.1 hereof, to enforce its respective rights and interests in and under the Collateral. The Servicer shall hold in trust for the Secured Parties all Records and any amounts it receives in respect of the Collateral. In the event that a Successor Servicer is appointed, the outgoing Servicer shall deliver to the Successor Servicer and the Successor Servicer shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral.

(b) The Servicer, if other than Credit Acceptance, shall as soon as practicable upon demand, deliver to the Borrower all records in its possession which evidence or relate to indebtedness of an Obligor which is not a Loan or a Contract.

(c) (i) The Borrower, Deal Agent and Collateral Agent hereby revocably appoint Credit Acceptance as custodian, and Credit Acceptance hereby accepts such appointment, to hold and maintain physical possession of the Contract Files and all Records (in such capacity together with its successors in such capacity, the "Custodian"). The Contract Files and Records are to be delivered to the Custodian or its designated bailee by or on behalf of the Borrower, the Deal Agent and Collateral Agent within two (2) Business Days preceding the Funding Date or within 2 Business Days after each Addition Date, as the case may be, with respect to each Loan acquired on the Funding Date or Addition Date.

(ii) The Custodian shall within 180 days after the Closing Date, or Funding Date, as applicable, review 100% of the Contract Files to verify the presence of the original retail installment contract and security agreement and/or installment loans with respect to each Contract, provided, however, that the Certificate of Title or other evidence of lien with respect to a Contract need not be verified. With respect to any Contract for which any of the foregoing documents have not been delivered to the Custodian within 180 days of the Closing Date, or relevant Funding Date, as the case may be, or corrected (each such Contract, a "Non Conforming Contract"), the Borrower shall with respect to each such Non Conforming Contract, make the payment described in Section 4.5(c).

(iii) The Custodian agrees to maintain the Contract Files and Records which are delivered to it at the offices of the Custodian as shall from time to time be identified to the Deal Agent by written notice. Subject to the foregoing, Credit Acceptance may temporarily move individual Contract Files or Records, or any portion thereof without notice as necessary to allow the Servicer to conduct collection and other servicing activities in accordance with its customary practices and procedures.

(iv) The Custodian shall have the following powers and perform the following duties:

(A) hold the Contract Files and Records for the benefit of the Secured Parties and maintain a current inventory thereof; and

(B) carry out such policies and procedures in accordance with its customary actions with respect to the handling and custody of the Contract

Files and Records so that the integrity and physical possession of the Contract Files and Records will be maintained.

In performing its duties as custodian, the Custodian agrees to act with reasonable care, using that degree of skill and care that it exercises with respect to similar Contracts or Loans owned or held by it for its own account or for any other Person.

(v) Credit Acceptance shall have the obligation (i) to physically segregate the Contract Files from the other custodial files it is holding for its own account or on behalf of any other Person and (ii) to physically mark the Contract folders to demonstrate the transfer of Contract Files and the Collateral Agent's security interest hereunder.

(d) (i) If (A) an Unsatisfactory Audit occurs or (B) a Servicer Termination Event or potential Servicer Termination Event occurs, the Deal Agent shall have the right to terminate Credit Acceptance as the Custodian hereunder and the Deal Agent shall have the right to appoint a successor Custodian hereunder who shall assume all the rights and obligations of the "Custodian" hereunder. On the effective date of the termination of Credit Acceptance as Servicer, Credit Acceptance shall be released of all of its obligations as Custodian arising on or after such date. The Contract Files and Records shall be delivered by Credit Acceptance to the successor Custodian, on or before the date which is two (2) Business Days prior to such date.

(ii) Upon the occurrence of a Servicer Termination Event or potential Servicer Termination Event, the Servicer and the Borrower shall, at the request of the Deal Agent, in its sole discretion, take all steps necessary to cause the Certificate of Title or other evidence of ownership of each Financed Vehicle to be revised to name the Collateral Agent on behalf of the Secured Parties as lienholder. Any costs associated with such revision of the Certificate of Title ("Reliening Expenses") shall be paid by the Servicer and, and to the extent such costs are not paid by the Servicer such unpaid costs shall be recovered as described in Section 2.7 hereof. In no event shall the Collateral Agent be required to expend funds in connection with this Section 6.2(d).

(iii) The Custodian shall provide to the Deal Agent access to the Contract Files and Records and all other documentation regarding the Contracts, Dealer Agreement and the Loans and the related Financed Vehicles in such cases where the Collateral Agent is required in connection with the enforcement of the rights or interests of the Secured Parties, or by applicable statutes or regulations to review such documentation, such access being afforded without charge.

(e) Two times per calendar year, at the expense of the Servicer, the Deal Agent and any Liquidity Agent may review the Servicer's collection and administration of the Loans, Dealer Agreements and Contracts in order to assess compliance by the Servicer with the Servicer's written policies and procedures, as well as with this Agreement and may conduct an audit of the Loans, Dealer Agreements and Contracts and Contract Files in conjunction with such a review. On and after the occurrence of a Termination Event or Servicer Termination Event, the Deal Agent or any Liquidity Agent may conduct such reviews and audits without limitation, at the Servicer's expense.

Section 6.3 Rights After Designation of Successor Servicer. At any time following the designation of a Successor Servicer pursuant to Section 6.12(a):

(i) The Collateral Agent may intercept payments made by or on behalf of Obligors and direct that payment of all amounts payable under any Loan or Contract be made directly to the Collateral Agent or its designee; provided, that the Collateral Agent shall pay to any Dealer, to the extent to which such Dealer is entitled, all related Dealer Collections.

(ii) The Borrower shall, at the Collateral Agent's request and at the Borrower's expense, give notice of the Collateral Agent's interest in the Loans and Contracts to each Obligor and direct that payments be made directly to the Collateral Agent or its designee.

(iii) The Borrower shall, at the Collateral Agent's request, (A) assemble all of the records relating to the Collateral, including all Records with respect to the Loans and Contracts, and shall make the same available to the Collateral Agent at a place selected by the Collateral Agent or its designee, and (B) segregate all cash, checks and other instruments received by it from time to time constituting collections of Collateral in a manner acceptable to the Collateral Agent and shall, promptly upon receipt but in any event within two (2) Business Days, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to the Collateral Agent or its designee.

(iv) The Borrower hereby authorizes the Collateral Agent to take any and all steps in the Borrower's name and on behalf of the Borrower necessary or desirable, in the determination of the Collateral Agent, to collect all amounts due under any and all of the Collateral with respect thereto, including, without limitation, endorsing the Borrower's name on checks and other instruments representing Collections and enforcing the Loans and Contracts.

Section 6.4. Responsibilities of the Borrower. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform all of its obligations under the Loans and Contracts to the same extent as if a security interest in such Loans and Contracts had not been granted hereunder and the exercise by the Collateral Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay when due any taxes, including without limitation, any sales taxes payable in connection with the Loans or Contracts and their creation and satisfaction. Neither the Collateral Agent, the Deal Agent nor any Secured Party shall have any obligation or liability with respect to any Loan, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Section 6.5. Reports.

(a) Monthly Report. On each Determination Date, the Servicer shall deliver to the Deal Agent, each Liquidity Agent and the Collateral Agent a report in substantially the form of Exhibit C attached hereto (the "Monthly Report") for the related Collection Period. The Deal Agent shall provide to the Borrower, the Servicer and the Backup Servicer by the third Business Day prior to each Payment Date, information relating to the amount of each obligation which comprises Carrying Costs, Increased Costs, Indemnified Amounts and Additional Amounts for such Collection Period. The Monthly Report shall specify whether an Amortization Event,

Termination Event or Unmatured Termination Event has occurred with respect to the Collection Period preceding such Determination Date. Upon receipt of the Monthly Report, the Deal Agent and the Collateral Agent shall rely (and shall be fully protected in so relying) on the information contained therein for the purposes of making distributions and allocations as provided for herein. Each Monthly Report shall be certified by a Responsible Officer of the Servicer.

(b) Credit Agreement. The Servicer shall deliver to the Deal Agent and each Liquidity Agent all reports or certificates required to be delivered under Section 7.3 of the Credit Agreement at the times set forth therein.

(c) Financial Statements. The Servicer will submit to the Deal Agent, the Collateral Agent, each Liquidity Agent and the Backup Servicer, within 60 days of the end of each of its fiscal quarters, commencing September 30, 2003 unaudited financial statements as of the end of each such fiscal quarter. The Servicer will submit to the Deal Agent and the Collateral Agent, within 120 days of the end of each of its fiscal years, commencing with the fiscal year ending December 31, 2003 audited financial statements as of the end of each such fiscal year. The Servicer will submit to the Deal Agent, the Collateral Agent, each Liquidity Agent and the Backup Servicer an analysis of the static pool performance of Credit Acceptance for each fiscal quarter.

(d) Annual Statement as to Compliance. The Servicer will provide to the Deal Agent, each Liquidity Agent and the Collateral Agent, within 120 days following the end of each fiscal year of the Servicer, commencing with the fiscal year ending on December 31, 2003, an annual report signed by a Responsible Officer of the Servicer certifying that (a) a review of the activities of the Servicer, and the Servicer's performance pursuant to this Agreement, for the period ending on the last day of such fiscal year has been made under such Person's supervision and (b) the Servicer has performed or has caused to be performed in all material respects all of its obligations under this Agreement throughout such year (or in the case of a Successor Servicer which has been Servicer for less than one year, for so long as such Successor Servicer has been Servicer) and no Servicer Termination Event or potential Servicer Termination Event has occurred and is continuing (or if a Servicer Termination Event has so occurred and is continuing, specifying each such event, the nature and status thereof and the steps necessary to remedy such event, and, if a Servicer Termination Event or potential Servicer Termination Event occurred during such year and no notice thereof has been given to the Deal Agent and the Collateral Agent, specifying such Servicer Termination Event or potential Servicer Termination Event and the steps taken to remedy such event).

Section 6.6. Additional Representations and Warranties of Credit Acceptance as Servicer. Credit Acceptance, in its capacity as Servicer, represents and warrants to the Collateral Agent, the Deal Agent and each Liquidity Agent as of the Closing Date and the Funding Date, that the only material servicing computer systems and related software utilized by the Servicer to service the Loans and Contracts are: (i) provided by Ontario Systems Corporation under an agreement (and related nonexclusive license) and related letter agreements dated May 18, 2001 and (ii) the "loan servicing system" software developed by Credit Acceptance, which is owned by Credit Acceptance. Should the Servicer or any of its Affiliates develop or implement computer software for servicing that is owned by or exclusively licensed to the Servicer or an Affiliate and utilize such software in the servicing of the Loans and Contracts, the Collateral

Agent shall be entitled to compel a license or sublicense for the benefit of the Collateral Agent or its designee of any such rights to the extent the Collateral Agent deems reasonably necessary and appropriate to assure that it or a duly appointed Successor Servicer would be able to continue to service the Loans and Contracts should that be required in accordance with the terms hereof.

Section 6.7. Establishment of the Accounts.

(a) Establishment of the Collection Account and Reserve Account. The Servicer shall cause to be established, on or before the Closing Date, and maintained in the name of the Collateral Agent as agent for the Secured Parties, with an office or branch of a depository institution or trust company (i) a segregated corporate trust account entitled "Collection Account for WCM, as agent for the Secured Parties" (the "Collection Account") and (ii) a segregated corporate trust account entitled "Reserve Account for WCM" as agent for the Secured Parties (the "Reserve Account"), in each case, over which the Collateral Agent as agent for the Secured Parties shall have sole dominion and control and from which neither the Originator, the Servicer nor the Borrower shall have any right of withdrawal; provided, however, that at all times such depository institution or trust company shall be a depository institution organized under the laws of the United States of America or any one of the States thereof or the District of Columbia (or any domestic branch of a foreign bank), (i) (A) that has either (1) a long-term unsecured debt rating of AA- or better by S&P and Aa3 or better by Moody's or (2) a short-term unsecured debt rating or certificate of deposit rating of A-1 or better by S&P or P-1 or better by Moody's, (B) the parent corporation which has either (1) a long-term unsecured debt rating of AA- or better by S&P and Aa3 or better by Moody's or (2) a short-term unsecured debt rating or certificate of deposit rating of A-1 or better by S&P and P-1 or better by Moody's or (C) is otherwise acceptable to the Deal Agent and (ii) whose deposits are insured by the Federal Deposit Insurance Corporation (any such depository institution or trust company, a "Qualified Institution").

(b) Adjustments. If (i) the Servicer makes a deposit into the Collection Account in respect of a Collection of a Loan and such Collection was received by the Servicer in the form of a check that is not honored for any reason or (ii) the Servicer makes a mistake with respect to the amount of any Collection and deposits an amount that is less than or more than the actual amount of such Collection, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake. Any payment in respect of which a dishonored check is received shall be deemed not to have been paid.

(c) Eligible Investments. Funds on deposit in the Collection Account and the Reserve Account shall be invested in Eligible Investments by or at the written direction of the Borrower, provided that if a Termination Event or Unmatured Termination Event shall have occurred, such investments shall be made as directed by the Collateral Agent. Any such written directions shall specify the particular investment to be made and shall certify that such investment is an Eligible Investment and is permitted to be made under this Agreement. Funds on deposit in the Collection Account and the Reserve Account shall be invested in Eligible Investments that will mature so that such funds will be available no later than the Business Day prior to the next Payment Date, except that in the case of funds representing Collections with respect to a succeeding Collection Period, such Eligible Investments may mature so that such funds will be available no later than the Business Day prior to the Payment Date for such

Collection Period. No Eligible Investment may be liquidated or disposed of prior to its maturity. All proceeds of any Eligible Investment shall be deposited in the Collection Account or the Reserve Account, as applicable. Investments may be made in either account on any date (provided such investments mature in accordance herewith), only after giving effect to deposits to and withdrawals from such account on such date. Realized losses, if any, on amounts invested in Eligible Investments shall be charged against investment earnings on amounts on deposit in the Collection Account or the Reserve Account, as applicable.

Section 6.8 Payment of Certain Expenses by Servicer. The Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including fees and disbursements of independent accountants, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The Servicer will be required to pay all reasonable fees and expenses owing to any bank or trust company in connection with the maintenance of the Collection Account, the Reserve Account and the Credit Acceptance Payment Account. The Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Section 6.9 Annual Independent Public Accountant's Servicing Reports. The Servicer will cause a firm of nationally recognized independent public accountants (who may also render other services to the Servicer) to furnish to the Deal Agent and each Liquidity Agent, within 120 days following the end of each fiscal year of the Servicer, commencing with the fiscal year ending on December 31, 2003: (i) a report relating to such fiscal year to the effect that (A) such firm has reviewed certain documents and records relating to the servicing of the Loans and Contracts included in the Collateral, and (B) based on such examination, such firm is of the opinion that the Monthly Reports for such year were prepared in compliance with this Agreement, except for such exceptions as it believes to be immaterial and such other exceptions as will be set forth in such firm's report and (ii) a report covering such fiscal year to the effect that such accountants have applied certain agreed-upon procedures, as set forth in Section 6.1(c) (which procedures shall have been approved by the Deal Agent) to certain documents and records relating to the Loans under any Transaction Document, compared the information contained in the Monthly Reports delivered during the period covered by such report which such documents and records and that no matters came to the attention of such accountants that caused them to believe that such servicing was not conducted in compliance with Article VI of this Agreement, except for such exceptions as such accountants shall believe to be immaterial and such other exception as shall be set forth in such statement.

Section 6.10 The Servicer Not to Resign. The Servicer shall not resign from the obligations and duties hereby imposed on it hereunder except upon the Servicer's determination that (i) the performance of its duties hereunder is or becomes impermissible under Applicable Law and (ii) there is no reasonable action that the Servicer could take to make the performance of its duties hereunder permissible under Applicable Law. Any such determination permitting the resignation of the Servicer shall be evidenced as to clause (i) above by an Opinion of Counsel to such effect delivered to the Deal Agent, the Collateral Agent and the Backup Servicer. No such resignation shall become effective until a Successor Servicer shall have assumed the responsibilities and obligations of the Servicer in accordance with Section 6.12.

Section 6.11 Servicer Termination Events. If any one of the following events (a "Servicer Termination Event") shall occur and be continuing:

(a) any failure by the Servicer to make any payment, transfer or deposit as required by this Agreement or any other Transaction Document;

(b) any failure by the Servicer to give instructions or notice to the Deal Agent as required by this Agreement or any other Transaction Document, or to deliver any required Monthly Report or other required reports hereunder on or before the date occurring two (2) Business Days after the date such instruction, notice or report is required to be made or given, as the case may be, under the terms of this Agreement or the relevant Transaction Document;

(c) any failure on the part of the Servicer duly to observe or perform in any material respect any other covenants or agreements of the Servicer set forth in this Agreement or the other Transaction Documents (other than as set forth in clauses (a) or (b) above) to which the Servicer is a party, which continues unremedied for a period of 10 days;

(d) any material representation, warranty or certification made by the Servicer in any Transaction Document or in any certificate delivered pursuant to any Transaction Document shall prove to have been incorrect when made;

(e) an Insolvency Event shall occur with respect to the Servicer;

(f) any delegation of the Servicer's duties that is not permitted by Section 7.1;

(g) any financial information related to the Collateral reasonably requested by the Deal Agent, the Collateral Agent, any Liquidity Agent or any Lender as provided herein is not reasonably provided as requested;

(h) the rendering against the Servicer of one or more final judgments, decrees or orders for the payment of money in excess of United States $5,000,000 in the aggregate, and the continuance of such judgment, decree or order unsatisfied and in effect for any period of more than 60 consecutive days without a stay of execution;

(i) the Servicer shall fail to pay any principal of or premium or interest on any indebtedness in an aggregate outstanding principal amount of $5,000,000 or more ("Material Debt"), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material Debt; or any other default under any agreement or instrument relating to any Material Debt or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Material Debt; or any such Material Debt shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof;

(j) any change in the control of the Servicer that takes the form of either a merger or consolidation in which the Servicer is not the surviving entity;

(k) a Material Adverse Effect shall have occurred; or

(l) a Termination Event shall have occurred and such Termination Event has not been waived by the Deal Agent;

then notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied, within any applicable cure period prior to the date of the Servicer Termination Notice (defined below), the Deal Agent at the direction of the Required Investors, by written notice to the Servicer (with a copy to the Backup Servicer) (a "Servicer Termination Notice"), may terminate all of the rights and obligations of the Servicer as Servicer under this Agreement.

Section 6.12 Appointment of Successor Servicer.

(a) On and after the receipt by the Servicer of a Servicer Termination Notice pursuant to Section 6.11 or Section 10.2, the Servicer shall continue to perform all servicing functions under this Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Deal Agent in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Deal Agent, until a date mutually agreed upon by the Servicer and the Deal Agent. The Deal Agent may at the time described in the immediately preceding sentence at the direction of the Required Investors, appoint the Backup Servicer by written notice as the Servicer hereunder, and the Backup Servicer shall on such date (which date shall be no less than 30 days after receipt of such written notice) assume all obligations of the Servicer hereunder (except as specifically set forth herein or in the Backup Servicing Agreement), and all authority and power of the Servicer under this shall pass to and be vested in the Backup Servicer. In the event that the Deal Agent does not so appoint the Backup Servicer, there is no Backup Servicer or the Backup Servicer is unable to assume such obligations on such date, the Deal Agent shall as promptly as possible appoint a successor servicer (the "Successor Servicer") who shall be acceptable to the Required Investors, and such Successor Servicer shall accept its appointment by a written assumption in a form acceptable to the Deal Agent. In the event that a Successor Servicer has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Deal Agent shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than United States $50,000,000 and whose regular business includes the servicing of Loans as the Successor Servicer hereunder.

(b) Upon its assumption as Successor Servicer, the Backup Servicer (except as specifically set forth herein or in the Backup Servicing Agreement and subject to Section 6.12(a)) or any other Successor Servicer, as applicable, shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, and all references in this Agreement and the other Transaction Documents to the Servicer shall be deemed to refer to the Backup Servicer or the Successor Servicer, as applicable. In no event shall the Backup Servicer be liable for any actions or omissions of any predecessor Servicer.

(c) All authority and power granted to the Servicer under this Agreement shall automatically cease and terminate upon termination of this Agreement and shall pass to and be vested in the Borrower and, without limitation, the Borrower is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing on the Loans and the Contracts.

(d) Within 30 days of receiving notice that the Backup Servicer is required to serve as the Servicer hereunder pursuant to the foregoing provisions of this Section 6.12 the Backup Servicer will begin the transition to its role as Servicer.

Section 6.13 Responsibilities of the Borrower. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform all of its obligations under the Loans to the same extent as if a security interest in such Loans had not been granted hereunder and (ii) pay when due, from funds available to the Borrower under Section 2.7 hereto, any taxes. Neither the Deal Agent, Collateral Agent nor any Secured Party shall have any obligation or liability with respect to any Loan, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Section 6.14 Segregated Payment Account. Upon the occurrence of a Servicer Termination Event, a potential Servicer Termination Event or an Unsatisfactory Audit, the Deal Agent shall have the right to require the Borrower and the Servicer (i) to establish a segregated payment trust account in the name of the Collateral Agent for Collections related to the Collateral and (ii) to direct all Obligors to make payments into such account.

ARTICLE VII.
BACKUP SERVICER

Section 7.1 Designation of the Backup Servicer. The backup servicing role with respect to the Collateral shall be conducted by the Person designated as Backup Servicer under the Backup Servicing Agreement, which shall initially be SST.

Section 7.2 Duties of the Backup Servicer. On or before the Funding Date, and until its removal pursuant to the Backup Servicing Agreement, the Backup Servicer shall perform, on behalf of the Servicer, the Borrower, the Deal Agent, the Collateral Agent and the Secured Parties, the duties and obligations set forth in the Backup Servicing Agreement.

Section 7.3 Backup Servicing Compensation. As compensation for its backup servicing activities hereunder and under the Backup Servicing Agreement, the Backup Servicer shall be entitled to receive the Backup Servicing Fee pursuant to the provisions of Section 2.7(a). The Backup Servicer's entitlement to receive the Backup Servicing Fee shall cease on the earliest to occur of: (i) it becoming the Successor Servicer; (ii) its removal as Backup Servicer pursuant to the terms of the Backup Servicing Agreement; or (iii) the termination of this Agreement.

ARTICLE VIII.
[Reserved]

ARTICLE IX.
SECURITY INTEREST

Section 9.1 Security Agreement. (a) Then the parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lender to the Borrower under Applicable Law.(a)

(b) The Borrower hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral and Proceeds thereof without the signature of the Borrower where permitted by law. A photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

Section 9.2 Release of Lien. At the same time as any Loan by its terms and all amounts in respect thereof has been paid by the related Obligor and deposited in the Collection Account, the Deal Agent as agent for the Lender will, to the extent requested by the Servicer, release its interest in such Loan and Related Security. The Deal Agent as agent for the Lenders will after the deposit by the Servicer of the proceeds of such sale into the Collection Account, at the sole expense of the Servicer, execute and deliver to the Servicer any assignments, termination statements and any other releases and instruments as the Servicer may reasonably request in order to effect such release and transfer; provided, that the Deal Agent as agent for the Lenders will make no representation or warranty, express or implied, with respect to any such Equipment in connection with such sale or transfer and assignment.

Section 9.3 Further Assurances. The provisions of Section 14.12 shall apply to the security interest granted under Section 2.2(a) as well as to each Funding hereunder.

Section 9.4 Remedies. Upon the occurrence of a Termination Event, the Deal Agent, the Collateral Agent and Secured Parties shall have, with respect to the Collateral granted pursuant to Section 2.2(a), and in addition to all other rights and remedies available to the Deal Agent, the Collateral Agent and Secured Parties under this Agreement or other Applicable Law, all rights and remedies of a secured party upon default under the UCC.

Section 9.5 Waiver of Certain Laws. Each of the Borrower and the Servicer agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in any locality where all or any portion of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of all any portion of the Collateral, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each of the Borrower and the Servicer, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Deal Agent, the Collateral Agent or any court having

jurisdiction to foreclosure the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Deal Agent, the Collateral Agent or such court may determine.

Section 9.6 Power of Attorney. The Borrower hereby irrevocably appoints the Deal Agent and the Servicer and any Successor Servicer as its true and lawful attorney (with full power of substitution) in its name, place and stead and at is expense, in connection with the enforcement of the rights and remedies provided for in this Agreement, including without limitation the following powers: (a) to give any necessary receipts or acquittance for amounts collected or received hereunder, (b) to make all necessary transfers of the Collateral in connection with any such sale or other disposition made pursuant hereto, (c) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, the Borrower hereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, and (d) to sign any agreements, orders or other documents in connection with or pursuant to any Transaction Document or Hedging Agreement. Nevertheless, if so requested by the Deal Agent, the Servicer or any Successor Servicer, the Collateral Agent or a purchaser of the Collateral, the Borrower shall ratify and confirm any such sale or other disposition by executing and delivering to the Deal Agent, the Collateral Agent or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request.

ARTICLE X
TERMINATION EVENTS

Section 10.1 Termination Events. The following events shall be termination events ("Termination Events") hereunder:

(a) the Payment Rate averaged for any three (3) consecutive Collection Periods is less than 4.0%; or

(b) the Weighted Average Total Advance Rate exceeds 45.0%; or

(c) the Termination Date shall have occurred;

(d) the Weighted Average Performing Advance Rate exceeds 50.0%; or

(e) the Net Yield Percentage is less than 10.0%; or

(f) a Servicer Termination Event occurs and is continuing; or

(g) (i) failure on the part of the Borrower or the Originator to make any payment or deposit required by the terms of any Transaction Document on the day such payment or deposit is required to be made; or(i)

(ii) failure on the part of the Borrower or the Originator to observe or perform any of its covenants or agreements set forth in any Transaction Document or any of the other Transaction Documents and such failure continues unremedied for more than five (5) Business Days after written notice to the Borrower or the Originator;

(h) any representation or warranty made or deemed to be made by the Borrower or the Originator under or in connection with this Agreement, any of the other Transaction Documents or any information required to be given by the Borrower or the Originator to the Deal Agent or the Collateral Agent to identify Loans or Contracts pursuant to any Transaction Document, shall prove to have been false or incorrect in any material respect when made, deemed made or delivered; or

(i) the occurrence of an Insolvency Event relating to the Originator, the Borrower or the Servicer; or

(j) the Borrower shall become an "investment company" within the meaning of the Investment Company Act of 1940, as amended or the arrangements contemplated by the Transaction Document shall require registration as an "investment company" within the meaning of the 40 Act; or

(k) a regulatory, tax or accounting body has ordered that the activities of the Borrower or any Affiliate of the Borrower, contemplated hereby be terminated or, as a result of any other event or circumstance, the activities of the Borrower contemplated hereby may reasonably be expected to cause the Borrower or any of its respective Affiliates to suffer materially adverse regulatory, accounting or tax consequences; or

(l) there shall exist any event or occurrence that has a reasonable possibility of causing a Material Adverse Effect; or

(m) the Borrower, the Servicer or Credit Acceptance shall enter into any merger, consolidation or conveyance transaction, unless in the case of Credit Acceptance or the Servicer, the Servicer or Credit Acceptance, as applicable, is the surviving entity; or

(n) the Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or the Originator and such lien shall not have been released within five (5) Business Days, or the Pension Benefit Guaranty Corporation shall file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Borrower or the Originator and such lien shall not have been released within five (5) Business Days; or

(o) the Collateral Agent, as agent for the secured parties, shall fail for any reason to have a first priority perfected security interest in the Collateral; or

(p) any Change-in-Control shall occur; or

(q) (i) any Transaction Document, or any lien or security interest granted thereunder, shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be the legally valid, binding and enforceable obligation of the Borrower, the Originator, or the Servicer (ii) the Borrower, the Originator or the Servicer shall, directly or indirectly, contest in any manner such effectiveness, validity, binding nature or enforceability or (iii) any security interest securing any obligation under any Transaction Document shall, in whole or in part, cease to be a perfected first priority security interest; or

(r) the occurrence of the thirtieth (30th) day after the end of the fiscal quarter in which a breach of any covenant set forth in Sections 7.4, 7.5, 7.6 and 7.7 of the Credit Agreement shall occur unless prior to such date, such breach is cured or waived by the Deal Agent in the Deal Agent's sole discretion; or

(s) Credit Acceptance shall fail to pay any principal of or premium or interest on any Material Debt, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material Debt; or any other default under any agreement or instrument relating to any Material Debt or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such Material Debt; or any such Material Debt shall be declared to be due and payable or required to be prepaid (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof; or

(t) Collections are less than 65.0% of Forecasted Collections for any three consecutive Collection Periods; or

(u) a Take-Out has not occurred within 450 days of the Closing Date, or within 360 days of the most recent Take-Out occurring after the Closing Date.

Section 10.2 Remedies.

(a) Upon the occurrence of a Termination Event (other than a Termination Event described in Section 10.1(i), the Deal Agent shall, at the request, or may with the consent, of the Required Investors, by notice to the Borrower declare the Termination Date to have occurred.

(b) Upon the occurrence of a Termination Event described in Section 10.1(i), the Termination Date shall automatically occur.

(c) Upon any Termination Date pursuant to this Section 10.2: (i) if any CP Conduit is a Lender, each such CP Conduit shall assign its interest in the Note and the Capital to its related Liquidity Agent for the benefit of the related Investors and each Liquidity Agent shall, on behalf of its related Investors, accept such assignment without any further action; (ii) the applicable Yield Rate on the Capital outstanding with respect to each Purchaser Group shall be equal to the rate set forth in the Fee Letter related to such Purchaser Group; (iii) the Deal Agent may, and shall at the direction of the Required Investors by delivery of a Servicer Termination Notice, terminate the Servicer; (iv) the Deal Agent, may, and at the direction of the Required Investors, shall declare the entire outstanding principal amount of the Note be immediately due and payable. The Deal Agent, the Collateral Agent and the Secured Parties shall have, in addition to all other rights and remedies under this Agreement or otherwise, all other rights and remedies provided of a secured party under the UCC of each applicable jurisdiction and other applicable laws, which rights shall be cumulative.

(d) If the Note has been declared due and payable pursuant to Section 10.2(c), the Collateral Agent may institute proceedings to collect amounts due, exercise remedies as a secured party (including foreclosure or sale of the Collateral) or elect to maintain the Collateral

and continue to apply the proceeds from the Collateral as if there had been no declaration of acceleration.

(e) Upon the declaration of the Termination Date, the Borrower may not request and no Lender shall be required to effect any Funding.

ARTICLE XI.
INDEMNIFICATION

Section 11.1 Indemnities by the Borrower.

(a) Without limiting any other rights that any such Person may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify the Deal Agent, the Backup Servicer, the Collateral Agent, the Successor Servicer, the Liquidity Agents, the Secured Parties, and each of their respective Affiliates and officers, directors, employees and agents thereof (collectively, the "Indemnified Parties"), forthwith on demand, from and against any and all damages, losses, claims, liabilities and related costs and expenses, including attorneys' fees and disbursements (all of the foregoing being collectively referred to as the "Indemnified Amounts") awarded against or incurred by such Indemnified Party or other non-monetary damages of any such Indemnified Party any of them arising out of or as a result of this Agreement or the financing or maintenance of the Capital or in respect of any Loan or any Contract, excluding, however, (a) Indemnified Amounts to the extent resulting from gross negligence or willful misconduct on the part of such Indemnified Party or (b) Indemnified Amounts that have the effect of recourse for non-payment of the Loans due to credit problems of the Obligors (except as otherwise specifically provided in this Agreement). If the Borrower has made any indemnity payment pursuant to this Section 11.1 and such payment fully indemnified the recipient thereof and the recipient thereafter collects any payments from others in respect of such Indemnified Amounts then, the recipient shall repay to the Borrower an amount equal to the amount it has collected from others in respect of such indemnified amounts. Without limiting the foregoing, the Borrower shall indemnify each Indemnified Party for Indemnified Amounts relating to or resulting from:

(i) any Contract or Loan treated as or represented by Credit Acceptance to be an Eligible Contract or Eligible Loan that is not at the applicable time an Eligible Contract or Eligible Loan;

(ii) reliance on any representation or warranty made or deemed made by the Borrower or any of its officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(iii) the failure by the Borrower to comply with any term, provision or covenant contained in this Agreement or any agreement executed in connection with this Agreement, or with any Applicable Law, with respect to any Loan, Dealer Agreement, any Contract, or the nonconformity of any Loan, Dealer Agreement or Contract with any such Applicable Law;

(iv) the failure to vest and maintain vested in the Collateral Agent for the Secured Parties a first priority perfected security interest in the Collateral, together with all Collections, free and clear of any Lien whether existing at the time of any Funding or at any time thereafter;

(v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral, whether at the time of the Funding or at any subsequent time;

(vi) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Loan or Contract (including, without limitation, a defense based on such Loan or Contract not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(vii) any failure of the Borrower to perform its duties or obligations in accordance with the provisions of this Agreement or any failure by the Borrower to perform its respective duties under the Loans;

(viii) the failure by Borrower to pay when due any Taxes for which the Borrower is liable, including without limitation, sales, excise or personal property taxes payable in connection with the Collateral;

(ix) any repayment by the Deal Agent, any Liquidity Agent or a Secured Party of any amount previously distributed in reduction of Capital or payment of Yield or any other amount due hereunder or under any Hedging Agreement, in each case which amount the Deal Agent, any Liquidity Agent or a Secured Party believes in good faith is required to be repaid;

(x) the commingling of Collections of the Collateral at any time with other funds;

(xi) any investigation, litigation or proceeding related to this Agreement or the use of proceeds of the Funding or the funding of or maintenance of Capital or in respect of any Loan or Contract;

(xii) any failure by the Borrower to give reasonably equivalent value to the Originator in consideration for the transfer by the Originator to the Borrower of the Loans, Related Security or any portion thereof or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including, without limitation, any provision of the Bankruptcy Code;

(xiii) the use of the Proceeds of the Funding in a manner other than as provided in this Agreement and the Contribution Agreement; or

(xiv) the failure of the Borrower or any of its agents or representatives to remit to the Servicer, the Deal Agent, the Collateral Agent or any other

Secured Party, any Collections of the Collateral remitted to the Borrower or any such agent or representative.

(b) Any amounts subject to the indemnification provisions of this Section 11.1 shall be paid by the Borrower to the relevant Indemnified Party on the next Payment Date.

(c) The obligations of the Borrower under this Section 11.1 shall survive the resignation or removal of the Deal Agent, the Collateral Agent, the Successor Servicer, any Liquidity Agent, any Lender or the Backup Servicer or the termination of this Agreement.

Section 11.2 Indemnities by the Servicer.

(a) Without limiting any other rights that any such Person may have hereunder or under Applicable Law, the Servicer hereby agrees to indemnify each Indemnified Party, forthwith on demand, from and against any and all Indemnified Amounts awarded against or incurred by any such Indemnified Party by reason of any acts, omissions or alleged acts or omissions of the Servicer, including, but not limited to: (i) any representation or warranty made by the Servicer under or in connection with any Transaction Document, any Monthly Report or any other information or report delivered by or on behalf of the Servicer pursuant hereto, which shall have been false, incorrect or misleading in any material respect when made or deemed made; (ii) the failure by the Servicer to comply with any Applicable Law; (iii) the failure of the Servicer to comply with its duties or obligations in accordance with the Agreement or any other Transaction Document to which it is a party; (iv) any litigation, proceedings or investigation against the Servicer; (v) the commingling of Collections at any time with other funds; or (vi) the failure of the Servicer or any of its agents or representatives to remit to the Collection Account, Deal Agent or Collateral Agent any Collections or Proceeds of the Collateral. The provisions of this indemnity shall run directly to and be enforceable by an Indemnified Party subject to the limitations hereof.

(b) Any amounts subject to the indemnification provisions of this Section 11.2 shall be paid by the Servicer to the relevant Indemnified Party within five (5) Business Days following such Person's demand therefor.

(c) The Servicer shall have no liability for making indemnification hereunder to the extent any such indemnification constitutes recourse for uncollectible Contracts.

(d) The obligations of the Servicer under this Section 11.2 shall survive the resignation or removal of the Deal Agent, the Collateral Agent, the Successor Servicer, any Liquidity Agent, any Lender or the Backup Servicer and the termination of this Agreement.

(e) Any indemnification pursuant to this Section 11.2 shall not be payable from the Collateral.

Section 11.3 After-Tax Basis. Indemnification under Sections 11.1 and 11.2 shall be in an amount necessary to make the Indemnified Party whole after taking into account any tax consequences to the Indemnified Party of the receipt of the indemnity provided hereunder, including the effect of such tax or refund on the amount of tax measured by net income or profits that is or was payable by the Indemnified Party.

ARTICLE XII
THE DEAL AGENT AND THE LIQUIDITY AGENT

Section 12.1. Authorization and Action.

(a) Each Secured Party hereby designates and appoints WCM as Deal Agent hereunder, and authorizes the Deal Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Deal Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. The Deal Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Deal Agent shall be read into this Agreement or otherwise exist for the Deal Agent. In performing its functions and duties hereunder, the Deal Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Deal Agent shall not be required to take any action that exposes the Deal Agent to personal liability or that is contrary to this Agreement or Applicable Law. The appointment and authority of the Deal Agent hereunder shall terminate upon the indefeasible payment in full of the Aggregate Unpaids.

(b) Each VFCC Investor hereby designates and appoints Wachovia Bank as Liquidity Agent hereunder, and authorizes the Liquidity Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Liquidity Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. The Liquidity Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Investor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Liquidity Agent shall be read into this Agreement or otherwise exist for the Liquidity Agent. In performing its functions and duties hereunder, the Liquidity Agent shall act solely as agent for the Investors and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Liquidity Agent shall not be required to take any action that exposes the Liquidity Agent to personal liability or that is contrary to this Agreement or Applicable Law. The appointment and authority of the Liquidity Agent hereunder shall terminate upon the indefeasible payment in full of the Aggregate Unpaids.

(c) Each Secured Party hereby designates and appoints WCM as Collateral Agent hereunder, and authorizes the Collateral Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. The Collateral Agent shall not have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Secured Party, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of the Collateral Agent shall be read into this Agreement or otherwise exist for the Collateral Agent. In performing its functions and duties hereunder, the Collateral Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Collateral Agent shall not be required to take any action that exposes the Collateral Agent to personal liability or that is contrary to this

Agreement or Applicable Law. The appointment and authority of the Collateral Agent hereunder shall terminate upon the indefeasible payment in full of the Aggregate Unpaids.

Section 12.2. Delegation of Duties.

(a) The Deal Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Deal Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

(b) Each Liquidity Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Liquidity Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

(c) The Collateral Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Collateral Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.3. Exculpatory Provisions.

(a) Neither the Deal Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of the Deal Agent, the breach of its obligations expressly set forth in this Agreement), or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article III. The Deal Agent shall not be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. The Deal Agent shall not be deemed to have knowledge of any Amortization Event, Unmatured Termination Event, Termination Event or Servicer Termination Event unless the Deal Agent has received notice from the Borrower or a Secured Party.

(b) No Liquidity Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of a Liquidity Agent, the breach of its obligations expressly set forth in this Agreement), or (ii) responsible in any manner to the Deal Agent or any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower contained in this Agreement or in any certificate, report, statement or other document referred to

or provided for in, or received under or in connection with, this Agreement or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article III. No Liquidity Agent shall be under any obligation to the Deal Agent or any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Liquidity Agent shall be deemed to have knowledge of any Amortization Event, Unmatured Termination Event, Termination Event unless such Liquidity Agent has received notice from the Borrower, the Deal Agent or a Secured Party.

(c) Neither the Collateral Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of the Collateral Agent, the breach of its obligations expressly set forth in this Agreement), or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article III. The Collateral Agent shall not be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. The Collateral Agent shall not be deemed to have knowledge of any Amortization Event, Unmatured Termination Event, Termination Event or Servicer Termination Event unless the Collateral Agent has received notice from the Borrower or a Secured Party.

Section 12.4. Reliance.

(a) The Deal Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Deal Agent. The Deal Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other document furnished in connection herewith unless it shall first receive such advice or concurrence of VFCC or the Required Investors or all of the Secured Parties, as applicable, as it deems appropriate or it shall first be indemnified to its satisfaction by the Secured Parties, provided that unless and until the Deal Agent shall have received such advice, the Deal Agent may take or refrain from taking any action, as the Deal Agent shall deem advisable and in the best interests of the Secured Parties. The Deal Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of VFCC or the Required Investors or all of the Secured Parties, as applicable, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Parties.

(b) Each Liquidity Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by such Liquidity Agent. Each Liquidity Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other document furnished in connection herewith unless it shall first receive such advice or concurrence of its related Investors as it deems appropriate or it shall first be indemnified to its satisfaction by its related Investors, provided that unless and until such Liquidity Agent shall have received such advice, such Liquidity Agent may take or refrain from taking any action, as such Liquidity Agent shall deem advisable and in the best interests of its related Investors. Each Liquidity Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of its related Investors and such request and any action taken or failure to act pursuant thereto shall be binding upon all the related Investors.

(c) The Collateral Agent shall in all cases be entitled to rely, and shall be fully protected in relying, upon any document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrower), independent accountants and other experts selected by the Collateral Agent. The Collateral Agent shall in all cases be fully justified in failing or refusing to take any action under this Agreement or any other document furnished in connection herewith unless it shall first receive such advice or concurrence of the Required Investors or all of the Secured Parties, as applicable, as it deems appropriate or it shall first be indemnified to its satisfaction by the Secured Parties, provided that unless and until the Collateral Agent shall have received such advice, the Collateral Agent may take or refrain from taking any action, as the Collateral Agent shall deem advisable and in the best interests of the Secured Parties. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, in accordance with a request of the Required Investors or all of the Secured Parties, as applicable, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Parties.

Section 12.5. Non-Reliance on Deal Agent, Liquidity Agents, Collateral Agent and Other Lenders. Each Secured Party expressly acknowledges that neither the Deal Agent, any Liquidity Agent, the Collateral Agent nor any of their respective officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representations or warranties to it and that no act by the Deal Agent, any Liquidity Agent or the Collateral Agent hereafter taken, including, without limitation, any review of the affairs of the Borrower, shall be deemed to constitute any representation or warranty by the Deal Agent, any Liquidity Agent or the Collateral Agent. Each Secured Party represents and warrants to the Deal Agent, each Liquidity Agent and the Collateral Agent that it has and will, independently and without reliance upon the Deal Agent, any Liquidity Agent, the Collateral Agent or any other Secured Party and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, prospects, financial and other conditions and creditworthiness of the Borrower and made its own decision to enter into this Agreement or Hedging Agreement, as the case may be.

Section 12.6. Reimbursement and Indemnification. The Investors agree to reimburse and indemnify the Deal Agent, the related Liquidity Agent, the Collateral Agent and each of their respective officers, directors, employees, representatives and agents ratably according to their pro rata shares, to the extent not paid or reimbursed by the Borrower (i) for any amounts for which a Liquidity Agent, acting in its capacity as Liquidity Agent for its related Investors, the Deal Agent, acting in its capacity as Deal Agent, or the Collateral Agent, acting in its capacity as Collateral Agent is entitled to reimbursement by the Borrower hereunder and (ii) for any other expenses incurred by a Liquidity Agent, acting in its capacity as Liquidity Agent for its related Investors, the Deal Agent, in its capacity as Deal Agent or the Collateral Agent, acting in its capacity as Collateral Agent and acting on behalf of the Secured Parties, in connection with the administration and enforcement of this Agreement.

Section 12.7. Deal Agent, Liquidity Agents and Collateral Agent in their Individual Capacities. The Deal Agent, the Liquidity Agents, the Collateral Agent and each of their respective Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower or any Affiliate of the Borrower as though the Deal Agent, the Liquidity Agents or the Collateral Agent, as the case may be, were not the Deal Agent, a Liquidity Agent or the Collateral Agent, as the case may be, hereunder. With respect to each Funding pursuant to this Agreement, the Deal Agent, the Liquidity Agents, the Collateral Agent and each of their respective Affiliates shall have the same rights and powers under this Agreement as any Lender and may exercise the same as though it were not the Deal Agent, a Liquidity Agent or the Collateral Agent, as the case may be, and the terms "Investor," "Lender," "Investors" and "Lenders" shall include the Deal Agent, the Collateral Agent or the Liquidity Agents, as the case may be, each in its individual capacity.

Section 12.8. Successor Deal Agent, Liquidity Agents or Collateral Agent.

(a) The Deal Agent may, upon 5 days' notice to the Borrower and the Secured Parties, and the Deal Agent will, upon the direction of VFCC resign as Deal Agent. If the Deal Agent shall resign, then VFCC during such 5-day period shall appoint a successor agent. If for any reason no successor Deal Agent is appointed by VFCC during such 5-day period, then effective upon the expiration of such 5-day period, the Secured Parties shall perform all of the duties of the Deal Agent hereunder and the Borrower shall make all payments in respect of the Aggregate Unpaids or under any fee letter delivered in connection herewith directly to the applicable Secured Party and for all purposes shall deal directly with each Secured Party. After any retiring Deal Agent's resignation hereunder as Deal Agent, the provisions of Article XI and Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Deal Agent under this Agreement.

(b) Each Liquidity Agent may, upon 5 days' notice to the Borrower, the Deal Agent and its related Investors, and a Liquidity Agent will, upon the direction of all of the related Investors (other than such Liquidity Agent, in its individual capacity) resign as Liquidity Agent for such Investors. If a Liquidity Agent shall resign, then the related Investors during such 5-day period shall appoint from among such Investors a successor Liquidity Agent. If for any reason no successor Liquidity Agent is appointed by the related Investors during such 5-day period, then effective upon the expiration of such 5-day period, the related Investors shall perform all of such duties of such Liquidity Agent hereunder and all payments in respect of the Aggregate Unpaids.

After any retiring Liquidity Agent's resignation hereunder as a Liquidity Agent, the provisions of Article XI and Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was a Liquidity Agent under this Agreement.

(c) The Collateral Agent may, upon 5 days' notice to the Borrower and the Secured Parties, and the Collateral Agent will, upon the direction of all of the Secured Parties resign as Collateral Agent. If the Collateral Agent shall resign, then the Secured Parties, during such 5-day period shall appoint a successor agent. If for any reason no successor Collateral Agent is appointed by the Secured Parties during such 5-day period, then effective upon the expiration of such 5-day period, the Secured Parties shall perform all of the duties of the Collateral Agent hereunder and the Borrower shall make all payments in respect of the Aggregate Unpaids or under any fee letter delivered in connection herewith directly to the applicable Secured Party and for all purposes shall deal directly with each Secured Party. After any retiring Collateral Agent's resignation hereunder as Collateral Agent, the provisions of Article XI and Article XII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent under this Agreement.

ARTICLE XIII
ASSIGNMENTS; PARTICIPATIONS

Section 13.1. Assignments and Participations.

(a) Each Investor may upon at least 30 days notice to its related CP Conduit, the Deal Agent, the Collateral Agent, the related Liquidity Agent and S&P and Moody's, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Investor's rights and obligations under this Agreement; (ii) the amount of the Commitment of the assigning Investor being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (A) $15,000,000 or an integral multiple of $1,000,000 in excess of that amount and (B) the full amount of the assigning Investor's Commitment; (iii) each such assignment shall be to an Eligible Assignee; (iv) the parties to each such assignment shall execute and deliver to the Deal Agent, for its acceptance and recording in the Register, an Assignment and Acceptance, together with a processing and recordation fee of $3,500 or such lesser amount as shall be approved by the Deal Agent; (v) the parties to each such assignment shall have agreed to reimburse the Deal Agent, the Liquidity Agents, the Collateral Agent and the CP Conduits for all fees, costs and expenses (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for each of the Deal Agent, the Liquidity Agents and the CP Conduits) incurred by the Deal Agent, the Liquidity Agents, the Collateral Agent and the CP Conduits, respectively, in connection with such assignment; and (vi) there shall be no increased costs, expenses or taxes incurred by the Deal Agent, the Liquidity Agents, the Collateral Agent or the CP Conduits upon such assignment or participation, and provided further that upon the effective date of such assignment the provisions of Section 3.03(f) of the Administration Agreement shall be satisfied. Upon such execution, delivery and acceptance by the Deal Agent, the Collateral Agent and

the Liquidity Agents and the recording by the Deal Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Deal Agent, the Collateral Agent and the Liquidity Agents, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of an Investor hereunder and (ii) the Investor assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Investor's rights and obligations under this Agreement, such Investor shall cease to be a party hereto).

(b) By executing and delivering an Assignment and Acceptance, the Investor assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Investor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assigning Investor makes no representation or warranty and assumes no responsibility with respect to the financial condition of its related CP Conduit or any other CP Conduit or the performance or observance by its related CP Conduit or any other CP Conduit of any of its obligations under this Agreement or any other instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the Deal Agent, the Collateral Agent or the Liquidity Agents, such assigning Investor or any other Investor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assigning Investor and such assignee confirm that such assignee is an Eligible Assignee; (vi) such assignee appoints and authorizes each of the Deal Agent, the Collateral Agent and the Liquidity Agents to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as an Investor.

(c) The Deal Agent shall maintain at its address referred to herein a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Investors and the Commitment of, and the Capital of the Funding (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and each CP Conduit, the Borrower and the Investors may treat each Person whose name is recorded in the Register as an Investor hereunder for all purposes of this Agreement. The Register shall be available for inspection by each CP Conduit, the Liquidity Agents or any Investor at any reasonable time and from time to time upon reasonable prior notice.

(d) Subject to the provisions of Section 13.1(a), upon its receipt of an Assignment and Acceptance executed by an assigning Investor and an assignee, the Deal Agent, the Collateral Agent and the Liquidity Agents shall each, if such Assignment and Acceptance has

been completed and is in substantially the form of Exhibit D hereto, accept such Assignment and Acceptance, and the Deal Agent shall then (i) record the information contained therein in the Register and (ii) give prompt notice thereof to each CP Conduit.

(e) Each Investor may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and its portion of the Funding and related Collateral); provided, however, that (i) such Investor's obligations under this Agreement (including, without limitation, its Commitment hereunder) shall remain unchanged; (ii) such Investor shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) the Deal Agent and the other Investors shall continue to deal solely and directly with such Investor in connection with such Investor's rights and obligations under this Agreement; and, provided, further, that the Deal Agent shall have confirmed that upon the effective date of such participation the provisions of Section 3.03(f) of the Administration Agreement shall be satisfied. Notwithstanding anything herein to the contrary, each participant shall have the rights of an Investor (including any right to receive payment) under Sections 2.13 and 2.14; provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Investor granting its participation had such participation not been granted, and no Investor granting a participation shall be entitled to receive payment under either such Section in an amount that exceeds the sum of (i) the amount to which such Investor is entitled under such Section with respect to any portion of the Capital that is not subject to any participation plus (ii) the aggregate amount to which its participants are entitled under such Sections with respect to the amounts of their respective participations. With respect to any participation described in this Section 13.1, the participant's rights as set forth in the agreement between such participant and the applicable Investor to agree to or to restrict such Investor's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights that such Investor may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 14.1 of this Agreement.

(f) Each Investor may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 13.1, disclose to the assignee or participant or proposed assignee or participant any information relating to the Borrower or its related CP Conduit furnished to such Investor by or on behalf of the Borrower or its related CP Conduit.

(g) In the event (i) an Investor ceases to qualify as an Eligible Assignee, or (ii) an Investor makes demand for compensation pursuant to Section 2.13 or Section 2.14, the related CP Conduit may, and, upon the direction of the Borrower and prior to the occurrence of a Termination Event, shall, in any such case, notwithstanding any provision to the contrary herein, replace such Investor with an Eligible Assignee by giving three (3) Business Days prior written notice to such Investor. In the event of the replacement of an Investor, such Investor agrees (i) to assign all of its rights and obligations hereunder to an Eligible Assignee selected by the related CP Conduit upon payment to such Investor of the amount of such Investor's Capital together with any accrued and unpaid Yield thereon, all accrued and unpaid commitment fees owing to such Investor and all other amounts owing to such Investor hereunder and (ii) to execute and

deliver an Assignment and Acceptance and such other documents evidencing such assignment as shall be necessary or reasonably requested by the related CP Conduit or the Deal Agent. In the event that any Investor ceases to qualify as an Eligible Assignee, such affected Investor agrees (1) to give the Deal Agent, the Borrower and the related CP Conduit prompt written notice thereof and (2) subject to the following proviso, to reimburse the Deal Agent, the related Liquidity Agent, the Borrower, the related CP Conduit and the relevant assignee for all fees, costs and expenses (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for each of the Deal Agent, the Liquidity Agents, the Collateral Agent, the Borrower and the related CP Conduit and such assignee) incurred by the Deal Agent, the related Liquidity Agent, the Collateral Agent, the Borrower, the related CP Conduit and such assignee, respectively, in connection with any assignment made pursuant to this Section 13.1(g) by such affected Investor; provided, however, that such affected Investor's liability for such costs, fees and expenses shall be limited to the amount of any up-front fees paid to such affected Investor at the time that it became a party to this Agreement.

(h) Nothing herein shall prohibit any Investor from pledging or assigning as collateral any of its rights under this Agreement to any Federal Reserve Bank in accordance with Applicable Law and any such pledge or collateral assignment may be made without compliance with Section 13.1(a) or Section 13.1(b).

(i) In the event any Investor causes increased costs, expenses or taxes to be incurred by the Deal Agent, Liquidity Agents, the Collateral Agent or the CP Conduits in connection with the assignment or participation of such Investor's rights and obligations under this Agreement to an Eligible Assignee, then such Investor agrees that it will make reasonable efforts to assign such increased costs, expenses or taxes to such Eligible Assignee in accordance with the provisions of this Agreement.

(j) VFCC may at any time assign, or grant a security interest in or sell a participation interest in the Capital and the Collateral (or portion thereof) to any Person. The parties to any such assignment, grant or sale of participation interest, shall execute and deliver to the Deal Agent, for its acceptance and recording in its books and records, such agreement or document as may be satisfactory to such parties and the Deal Agent.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Amendments and Waivers.

(a) Except as provided in this Section 14.1, no amendment, waiver or other modification of any provision of this Agreement shall be effective without the written agreement of the Borrower, the Deal Agent, the Collateral Agent and the Required Investors; provided, however, that no such amendment, waiver or modification shall affect the rights or obligations of any Hedge Counterparty or the Backup Servicer without the written agreement of such Person. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No amendment, waiver or other modification of this Agreement shall:

(i) without the consent of each affected Lender, (A) extend the Commitment Termination Date or the date of any payment or deposit of Collections by the Borrower or the Servicer, (B) reduce the rate or extend the time of payment of Yield (or any component thereof), (C) reduce any fee payable to the Deal Agent for the benefit of the Lenders, (D) except pursuant to Article XIII hereof, change the amount of the Capital of any Lender, an Investor's pro rata share or an Investor's Commitment, (E) amend, modify or waive any provision of the definition of Required Investors or this Section 14.1(b), (F) consent to or permit the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement or (G) amend or modify any defined term (or any defined term used directly or indirectly in such defined term) used in clauses (A) through (F) above in a manner that would circumvent the intention of the restrictions set forth in such clauses; or

(ii) without the written consent of the Deal Agent or the Collateral Agent, as applicable, amend, modify or waive any provision of this Agreement if the effect thereof is to affect the rights or duties of the Deal Agent or the Collateral Agent, as applicable.

(c) Notwithstanding the foregoing provisions of this Section 14.1, without the consent of the Investors, the Deal Agent may, with the consent of the Borrower amend this Agreement solely to add additional Persons as Investors hereunder. Any modification or waiver shall apply to each of the Lenders equally and shall be binding upon the Borrower, the Lenders, the Collateral Agent and the Deal Agent.

Section 14.2. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including telex communication and communication by facsimile copy) and mailed, telexed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof, in the Joinder related to such party or specified in such party's Assignment and Acceptance, as the case may be, or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of (a) notice by mail, five days after being deposited in the United States mail, first class postage prepaid, (b) notice by telex, when telexed against receipt of answer back, or (c) notice by facsimile copy, when verbal communication of receipt is obtained, except that notices and communications pursuant to Article XIV shall not be effective until received with respect to any notice sent by mail or telex.

Section 14.3. Ratable Payments. If any Secured Party, whether by setoff or otherwise, has payment made to it with respect to any portion of the Aggregate Unpaids owing to such Secured Party (other than payments received pursuant to Section 11.1 in a greater proportion than that received by any other Secured Party), such Secured Party agrees, promptly upon demand, to purchase for cash without recourse or warranty a portion of the Aggregate Unpaids held by the other Secured Parties so that after such purchase each Secured Party will hold its ratable proportion of the Aggregate Unpaids; provided, however, that if all or any portion of such excess amount is thereafter recovered from such Secured Party, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

Section 14.4. No Waiver; Remedies. No failure on the part of the Deal Agent, the Collateral Agent, the Backup Servicer or a Secured Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Section 14.5. Binding Effect; Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Deal Agent, the Backup Servicer, the Collateral Agent, the Secured Parties and their respective successors and permitted assigns and, in addition, the provisions of 2.7(a)(i) and 2.7(a)(xi) shall inure to the benefit of each Hedge Counterparty, whether or not that Hedge Counterparty is a Secured Party.

Section 14.6. Term of this Agreement. This Agreement, including, without limitation, the Borrower's representations, warranties and covenants set forth in Articles IV and V, and the Servicer's representations, warranties and covenants set forth in Articles V and VI hereof, create and constitute the continuing obligation of the parties hereto in accordance with its terms, and shall remain in full force and effect until the Collection Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower or Servicer pursuant to Articles III and IV and the indemnification and payment provisions of Article XI and Article XII and the provisions of Section 14.10 and Section 14.11 shall be continuing and shall survive any termination of this Agreement.

Section 14.7. Governing Law; Consent to Jurisdiction; Waiver of Objection to Venue. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO AND EACH HEDGE COUNTERPARTY HEREBY AGREES TO THE NON-EXCLUSIVE JURISDICTION OF ANY FEDERAL COURT LOCATED WITHIN THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO AND EACH SECURED PARTY HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

Section 14.8. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO AND EACH HEDGE COUNTERPARTY HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Section 14.9. Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification granted to the Deal Agent, the Liquidity Agents, the Backup Servicer, the Collateral Agent, the Secured Parties and its or their Affiliates and officers, directors, employees and agents thereof under Article XI hereof, the Borrower agrees to pay on demand all costs and expenses of the Deal Agent, the Liquidity Agents, the Backup Servicer, the Collateral Agent and the Secured Parties incurred in connection with the preparation, execution, delivery, administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement, the other Transaction Documents and the other documents to be delivered hereunder or thereunder, or in connection herewith or therewith (excluding any Hedging Agreement), including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for the Deal Agent, the Liquidity Agents, the Backup Servicer, the Collateral Agent and the Secured Parties with respect thereto and with respect to advising the Deal Agent, the Liquidity Agents, the Backup Servicer, the Collateral Agent and the Secured Parties as to their respective rights and remedies under this Agreement, the other Transaction Documents and the other documents to be delivered hereunder or thereunder, or in connection herewith or therewith (excluding any Hedging Agreement), and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by the Deal Agent, the Liquidity Agents, the Backup Servicer, the Collateral Agent or the Secured Parties in connection with the enforcement of this Agreement, the other Transaction Documents and the other documents to be delivered hereunder or thereunder, or in connection herewith or therewith (including any Hedging Agreement).

(b) The Borrower shall pay on demand any and all stamp, sales, excise and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement, the other Transaction Documents, the other documents to be delivered hereunder or any agreement or other document providing liquidity support, credit enhancement or other similar support to the Lender in connection with this Agreement or the funding or maintenance of any Funding hereunder.

(c) The Borrower shall pay on demand all other costs, expenses and Taxes (excluding income taxes) incurred by any Issuer or any shareholder of such Issuer ("Other Costs"), including, without limitation, all costs and expenses incurred by the Deal Agent in connection with periodic audits of the Borrower's or the Servicer's books and records and the cost of rating such Issuer's commercial paper with respect to financing any Advance hereunder by independent financial rating agencies.

Section 14.10. No Proceedings.

(a) Each of the parties hereto (other than each CP Conduit, as to itself only) and each Hedge Counterparty (by accepting the benefits of this Agreement) hereby agrees that it will not institute against, or join any other Person in instituting against any CP Conduit (other than itself) any Insolvency Proceeding so long as any commercial paper issued by such CP Conduit shall be outstanding and there shall not have elapsed one year and one day since the last day on which any such commercial paper shall have been outstanding.

(b) Each of the parties hereto (other than the Deal Agent and each CP Conduit) hereby agrees that it will not institute against, or join any other Person in instituting against the Borrower any Insolvency Proceeding so long as there shall not have elapsed one year and one day since the Collection Date.

Section 14.11. Recourse Against Certain Parties.

(a) No recourse under or with respect to any obligation, covenant or agreement (including, without limitation, the payment of any fees or any other obligations) of any Secured Party as contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against any administrator of such Secured Party or any incorporator, affiliate, stockholder, officer, employee or director of such Secured Party or of any such administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of such Secured Party contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Secured Party, and that no personal liability whatsoever shall attach to or be incurred by any administrator of such Secured Party or any incorporator, stockholder, affiliate, officer, employee or director of such Secured Party or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Secured Party contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Secured Party and each incorporator, stockholder, affiliate, officer, employee or director of such Secured Party or of any such administrator, or any of them, for breaches by such Secured Party of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement. The provisions of this Section 14.11 shall survive the termination of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, no CP Conduit shall have any obligation to pay any amount required to be paid by it hereunder in excess of any amount available to such CP Conduit after paying or making provision for the payment of its Commercial Paper Notes. All payment obligations of each CP Conduit hereunder are contingent on the availability of funds in excess of the amounts necessary to pay its Commercial Paper Notes; and each of the other parties hereto agrees that it will not have a claim under Section 101(5) of the Bankruptcy Code if and to the extent that any such payment obligation owed to it by any CP Conduit exceeds the amount available to such CP Conduit to pay such amount after paying or making provision for the payment of its Commercial Paper Notes.

Section 14.12. Protection of Right, Title and Interest in Assets; Further Action Evidencing the Funding.

(a) Each of the Borrower and the Servicer shall cause this Agreement, all amendments hereto and/or all financing statements and continuation statements and any other necessary documents covering the right, title and interest of the Deal Agent as agent for the Secured Parties and of the Secured Parties to the Assets to be promptly recorded, registered and

filed, and at all times to be kept recorded, registered and filed, all in such manner and in such places as may be required by law fully to preserve and protect the right, title and interest of the Deal Agent as agent for the Secured Parties hereunder to all property comprising the Assets. Each of the Borrower and the Servicer shall deliver to the Deal Agent file-stamped copies of, or filing receipts for, any document recorded, registered or filed as provided above, as soon as available following such recording, registration or filing. The Borrower shall cooperate fully with the Servicer in connection with the obligations set forth above and will execute any and all documents reasonably required to fulfill the intent of this Section 14.12(a).

(b) Each of the Borrower and the Servicer agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that the Deal Agent may reasonably request in order to perfect, protect or more fully evidence the Funding hereunder, or to enable the Deal Agent or the Secured Parties to exercise and enforce their rights and remedies hereunder or under any Transaction Document.

(c) If the Borrower or the Servicer fails to perform any of its obligations hereunder, the Deal Agent or any Secured Party may (but shall not be required to) perform, or cause performance of, such obligation; and the Deal Agent's or such Secured Party's costs and expenses incurred in connection therewith shall be payable by the Borrower (if the Servicer that fails to so perform is the Borrower or an Affiliate thereof) as provided in Article XI, as applicable. The Borrower irrevocably authorizes the Deal Agent and appoints the Deal Agent as its attorney-in-fact to act on behalf of the Borrower (i) to execute on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Deal Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Assets and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Assets as a financing statement in such offices as the Deal Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Assets. This appointment is coupled with an interest and is irrevocable.

(d) Without limiting the generality of the foregoing, Borrower will, not earlier than six (6) months and not later than three (3) months prior to the fifth anniversary of the date of filing of the financing statement referred to in Section 3.1 or any other financing statement filed pursuant to this Agreement or in connection with the Funding hereunder, unless the Collection Date shall have occurred:

(i) execute and deliver and file or cause to be filed an appropriate continuation statement with respect to such financing statement; and

(ii) deliver or cause to be delivered to the Deal Agent an opinion of the counsel for Borrower, in form and substance reasonably satisfactory to the Deal Agent, confirming and updating the opinion delivered pursuant to Section 3.1 with respect to perfection and priority and otherwise to the effect that the grant of the security interest in the Collateral hereunder continues to be an enforceable and perfected first priority security interest, subject to no other Liens of record except as provided herein or otherwise permitted hereunder, which opinion may contain usual and customary assumptions, limitations and exceptions.

Section 14.13. Confidentiality; Tax Treatment Disclosure.

(a) Each of the Deal Agent, the Secured Parties, the Liquidity Agents, the Servicer, the Collateral Agent, the Backup Servicer and the Borrower shall maintain and shall cause each of its employees and officers to maintain the confidentiality of the Agreement and all information with respect to the other parties, including all information regarding the business of the Borrower and the Servicer hereto and their respective businesses obtained by it or them in connection with the structuring, negotiating and execution of the transactions contemplated herein, except that each such party and its officers and employees may (i) disclose such information to its external accountants, attorneys, investors, potential investors and the agents of such Persons ("Excepted Persons"), provided, however, that each Excepted Person shall, as a condition to any such disclosure, agree for the benefit of the Deal Agent, the Secured Parties, the Liquidity Agents, the Servicer, the Collateral Agent, the Backup Servicer and the Borrower that such information shall be used solely in connection with such Excepted Person's evaluation of, or relationship with, the Borrower and its affiliates, (ii) disclose the existence of the Agreement, but not the financial terms thereof, (iii) disclose such information as is required by the Transaction Documents or Applicable Law and (iv) disclose the Agreement and such information in any suit, action, proceeding or investigation (whether in law or in equity or pursuant to arbitration) involving any of the Transaction Documents or any Hedging Agreement for the purpose of defending itself, reducing its liability, or protecting or exercising any of its claims, rights, remedies, or interests under or in connection with any of the Transaction Documents or any Hedging Agreement. It is understood that the financial terms that may not be disclosed except in compliance with this Section 14.13(a) include, without limitation, all fees and other pricing terms, and all Termination Events, Servicer Termination Events, and priority of payment provisions.

(b) Anything herein to the contrary notwithstanding, each of the Borrower and the Servicer hereby consents to the disclosure of any nonpublic information with respect to it (i) to the Deal Agent, the Liquidity Agents, the Collateral Agent, the Backup Servicer or the Secured Parties by each other, (ii) by the Deal Agent or the Lender to any prospective or actual assignee or participant of any of them or (iii) by the Deal Agent, the Collateral Agent, any Liquidity Agent or a Lender to any Rating Agency, commercial paper dealer or provider of a surety, guaranty or credit or liquidity enhancement to a Lender and to any officers, directors, employees, outside accountants and attorneys of any of the foregoing, provided each such Person is informed of the confidential nature of such information. In addition, the Secured Parties, the Liquidity Agents, the Backup Servicer and the Deal Agent may disclose any such nonpublic information as required pursuant to any law, rule, regulation, direction, request or order of any judicial, administrative or regulatory authority or proceedings (whether or not having the force or effect of law).

(c) Notwithstanding anything herein to the contrary, the foregoing shall not be construed to prohibit (i) disclosure of any and all information that is or becomes publicly known, (ii) disclosure of any and all information (A) if required to do so by any applicable statute, law, rule or regulation, (B) to any government agency or regulatory body having or claiming authority to regulate or oversee any respects of the Collateral Agent's or Backup Servicer's business or that of their affiliates, (C) pursuant to any subpoena, civil investigative demand or similar demand or request of any court, regulatory authority, arbitrator or arbitration to which the

Collateral Agent or Backup Servicer or an affiliate or an officer, director, employer or shareholder thereof is a party, (D) in any preliminary or final offering circular, registration statement or contract or other document pertaining to the transactions contemplated herein approved in advance by the Borrower or Servicer or (E) to any affiliate, independent or internal auditor, agent, employee or attorney of the Collateral Agent or Backup Servicer having a need to know the same, provided that the Collateral Agent or Backup Servicer advises such recipient of the confidential nature of the information being disclosed, or (iii) any other disclosure authorized by the Transaction Documents or the Borrower or Servicer.

(d) Notwithstanding anything herein to the contrary, any party to this Agreement (and any employee, representative or other agent of any party to this Agreement) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided, however, that such disclosure may not be made to the extent required to be kept confidential to comply with any applicable federal or state securities laws; and provided further that (to the extent not inconsistent with the foregoing) such disclosure shall be made without disclosing the names or other identifying information of any party.

Section 14.14. Execution in Counterparts; Severability; Integration. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement and any agreements or letters (including fee letters) executed in connection herewith contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter delivered by the Originator to the Deal Agent and the Lenders.

Section 14.15. Waiver of Setoff. Each of the parties thereto (other than each CP Conduit, as to itself) hereby waives any right of setoff it may have or to which it may be entitled under this Agreement from time to time against any CP Conduit or its assets.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE BORROWER: CAC WAREHOUSE FUNDING CORPORATION II

By: /s/ Douglas W. Busk

Name: Douglas W. Busk

Title: Vice President - Finance & Treasurer

CAC Warehouse Funding Corporation II
Silver Triangle Building
25505 West Twelve Mile Road
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Facsimile No. 248-827-8542
Confirmation No.: 248-353-2400 (ext. 884)

THE SERVICER: CREDIT ACCEPTANCE CORPORATION

By: /s/ Douglas W. Busk

Name: Douglas W. Busk

Title: Treasurer and Chief Financial Officer

CAC Warehouse Funding Corporation II
Silver Triangle Building
25505 West Twelve Mile Road
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Facsimile No. 248-827-8542
Confirmation No.: 248-353-2400 (ext. 884)

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

THE INVESTOR FOR THE VFCC PURCHASER GROUP:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Prakash B. Wadhwani

Name: Prakash B. Wadhwani
Title: Vice President

Wachovia Bank, National Association
One Wachovia Center
Charlotte, North Carolina 28288-0610
Attention: Investment Management
Facsimile No.: (704) 383-9106
Confirmation No: (704) 374-3455

VFCC:

VARIABLE FUNDING CAPITAL CORPORATION

By: Wachovia Capital Markets, LLC, as attorney-in-fact

By: /s/ Douglas R. Wilson

Name: Douglas R. Wilson, Sr.
Title: Vice President

Variable Funding Capital Corporation
c/o Wachovia Capital Markets, LLC
One Wachovia Center
Charlotte, North Carolina 28288-0610
Attention: Conduit Administration
Facsimile No.: (704) 383-9579
Confirmation No.: (704) 383-9343

With respect to notices required pursuant to Section 14.2, a copy of notices sent to VFCC shall be sent to:

Lord Securities Corp.
2 Wall Street, 19th Floor
New York, New York 10005
Attention: Vice President
Facsimile No.: (212) 346-9012
Confirmation No.: (212) 346-9008

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

THE DEAL AGENT: WACHOVIA CAPITAL MARKETS, LLC

By: /s/ Prakash B. Wadhwani

Name: Prakash B. Wadhwani
Title: Vice President

Wachovia Capital Markets, LLC
One Wachovia Center
Charlotte, North Carolina 28288-0610
Attention: Conduit Administration
Facsimile No.: (704) 383-9579
Telephone No.: (704) 383-9343

THE LIQUIDITY AGENT FOR THE VFCC PURCHASER GROUP: WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Prakash B. Wadhwani

Name: Prakash B. Wadhwani
Title: Vice President

Wachovia Bank, National Association
One Wachovia Center
Charlotte, North Carolina 28288-0610
Attention: Conduit Administration
Facsimile No.: (704) 383-9579
Telephone No.: (704) 383-9343

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

THE COLLATERAL AGENT: WACHOVIA CAPITAL MARKETS, LLC, as Collateral Agent

By: /s/ Prakash B. Wadhwani

Name: Prakash B. Wadhwani

Title: Vice President

Wachovia Capital Markets, LLC
One Wachovia Center, TW-9
Charlotte, North Carolina 28288
Attention: Conduit Administration
Facsimile No.: (704) 383-9579
Telephone No.: (704) 383-9343

THE BACKUP SERVICER: SYSTEMS & SERVICES TECHNOLOGIES, INC. as Backup Servicer

By: /s/ Joseph D. Booz

Name: Joseph D. Booz

Title: EVP/General Counsel

Systems & Services Technologies, Inc.
4315 Pickett Road
St. Joseph, MO 64503
Attention: John Chappell, President,
Joseph Booz, EVP/General Counsel
Facsimile: (816) 671-2029
Telephone: (816) 671-2022; (816) 671-2028

EXHIBIT A

FORM OF FUNDING NOTICE

Reference is made to the Loan and Security Agreement, dated as of September ___, 2003 (as amended, supplemented or otherwise modified and in effect from time to time, the "Agreement"), by and among CAC Warehouse Funding Corporation II, as borrower (in such capacity, the "Borrower"), Credit Acceptance Corporation, as servicer (in such capacity, the "Servicer"), Variable Funding Capital Corporation ("VFCC"), as Lender, the Investors named therein, Wachovia Bank, National Association, as Liquidity Agent, Wachovia Capital Markets, LLC, as Deal Agent and Collateral Agent, Systems & Services Technologies, Inc., as the Backup Servicer and each other CP Conduit, Investor and Liquidity Agent party thereto. Terms defined in the Agreement, or incorporated therein by reference, are used herein as therein defined.

(A) Funding Request. The Borrower hereby requests the Funding pursuant to Section 2.1 and Section 2.3 of the Loan Agreement.

(B) Funding Information. The Funding shall (a) take place on [__________] and (b) shall be in an amount equal to $[_______]. Each Purchaser Group's pro rata share of the Funding shall be: [(i) ______________; and (ii) ______________.]

(C) Representations. The Borrower hereby represents and warrants that (i) all conditions precedent to the Funding described in Article III of the Agreement have been satisfied and (ii) no Termination Event or Unmatured Termination Event shall have occurred. This Funding Notice has been made in accordance with the provisions of Section 2.1(a) of the Agreement.

(D) Irrevocable. This Funding Notice shall be irrevocable.

(E) Governing Law. This Funding Notice shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Funding Notice to be duly executed and delivered by its duly authorized officer as of the date first above written.

CAC Warehouse Funding Corporation II

By

Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ACCEPTANCE

EXHIBIT B

FORM OF ASSIGNMENT AND ACCEPTANCE

Dated __________, 20__

Reference is made to the Loan and Security Agreement dated as of September ___, 2003 (as amended or modified from time to time, the "Agreement") among CAC Warehouse Funding Corporation II, as borrower (the "Borrower"), Credit Acceptance Corporation, as servicer (the "Servicer"), the investors named therein, Variable Funding Capital Corporation, as a lender, Wachovia Capital Markets, LLC, as deal agent and as collateral agent (the "Deal Agent" and the "Collateral Agent"), Systems & Services Technologies, Inc., as backup servicer, Wachovia Bank, National Association, a national banking association, as a liquidity agent (the "Liquidity Agent") and each other CP Conduit, Investor and Liquidity Agent party thereto. Terms defined in the Agreement are used herein with the same meaning.

__________________ (the "Assignor") and ___________________ (the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor's rights and obligations under the Agreement as of the date hereof which represents the percentage interest specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor under the Agreement, including, without limitation, such interest in the Investor's Commitment of the Assignor and the Advance made by the Assignor. After giving effect to such sale and assignment, the Investor's Commitment and the amount of the Capital made by the Assignee will be as set forth in Section 2 of Schedule 1.

2. The Assignor: (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Adverse Claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Agreement or any other instrument or document furnished pursuant thereto; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of [its related CP Conduit] or the performance or observance by [its related CP Conduit] of any of its obligations under the Agreement or any other instrument or document furnished pursuant thereto; and (iv) confirms that the Assignee is an Eligible Assignee.

3. The Assignee: (i) confirms that it has received a copy of the Agreement, together with copies of such financial statements and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (ii) agrees that it will, independently and without reliance upon the Deal Agent, the Liquidity Agents, the Collateral Agent, the Assignor or any other Investor and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Agreement; (iii) confirms that it is an Eligible Assignee; (iv) appoints and authorizes the Deal Agent, the Collateral Agent and the

related Liquidity Agent each to take such action as agent on its behalf and to exercise such powers under the Agreement as are delegated to the Deal Agent and the related Liquidity Agent, respectively, by the terms thereof, together with such powers as are reasonably incidental thereto; (v) agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Agreement are required to be performed by it as an Investor; and (vi) agrees and acknowledges that the Assignee, as Investor and Secured Party is bound by the confidentiality provisions of Section 14.13 of the Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to each of the Deal Agent, the Collateral Agent and the related Liquidity Agent for acceptance and recording by the Deal Agent. The effective date of this Assignment and Acceptance (the "Assignment Date") shall be the date of acceptance thereof by the Deal Agent and the related Liquidity Agent, unless a later date is specified in Section 3 of Schedule 1.

5. Upon such acceptance by the Deal Agent, the Collateral Agent and the related Liquidity Agent and upon such recording by the Deal Agent, as of the Assignment Date, (i) the Assignee shall be a party to the Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of an Investor thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance, relinquish its rights and be released from its obligations under the Agreement.

6. Upon such acceptance by the related Liquidity Agent and upon such recording by the Deal Agent, from and after the Assignment Date, the Deal Agent, the Collateral Agent and the related Liquidity Agent shall make, or cause to be made, all payments under the Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and Facility Fee with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Agreement for periods prior to the Assignment Date directly between themselves.

7. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by their respective officers thereunto duly authorized, as of the date first above written, such execution being made on Schedule 1 hereto.

[ASSIGNOR]

By: --
Name:
Title:

Address for notices

[Address]

[ASSIGNEE]

By: --
Name:
Title:

Address for notices

[Address]

Acknowledged and accepted this --- day of

- -----------, ----

[------------------------------],
as Liquidity Agent for the [-----------] Purchaser Group

By: ------------------------------------
Name:
Title:

Acknowledged and accepted this --- day of

- -----------, ----

WACHOVIA CAPITAL MARKETS, LLC,
as Deal Agent and Collateral Agent

By: ------------------------------------
Name:
Title:

Schedule 1
to
Assignment and Acceptance
Dated __________, 200_

Section 1.

Percentage Interest: _________%

Section 2.

Assignee's Commitment: $______________

Aggregate Outstanding Advance owing to the Assignee: $______________

Section 3.

Assignment Date: ______________, 200_

EXHIBIT C

Form of Monthly Report

Form of Joinder

JOINDER

JOINDER, dated as of _______________, 20__ (this "Joinder"), among the commercial paper conduit identified in Item 2 of Schedule I hereto (the "Proposed Conduit"), the Liquidity Agent for the Proposed Conduit named in Item 3 of Schedule I hereto (a "Liquidity Agent"), its related investors ("Investors"), CAC Warehouse Funding Corporation II (the "Borrower"), Credit Acceptance Corporation, as originator and servicer ("Credit Acceptance"), and Wachovia Capital Markets, LLC, as deal agent (the "Deal Agent").

W I T N E S S E T H:

WHEREAS, this Joinder is being executed and delivered under the Loan and Security Agreement, dated as of September __, 2003, among the Borrower, Credit Acceptance, Wachovia Bank, National Association, as an investor for the VFCC Purchaser Group (an "Investor") and the other Investors from time to time party thereto, Variable Funding Capital Corporation (a "CP Conduit") and the other CP Conduits from time to time party thereto, the Deal Agent, Wachovia Bank, National Association, as Liquidity Agent for the VFCC Purchaser Group and the other Liquidity Agents from time to time party thereto, Systems & Services Technologies, Inc. (the "Backup Servicer") and Wachovia Capital Markets, LLC, as collateral agent (the "Collateral Agent") (as from time to time amended, supplemented or otherwise modified in accordance with the terms thereof, the "Loan Agreement" and

WHEREAS, the Proposed Conduit wishes to become an Additional Conduit designated as a CP Conduit party to the Loan Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

(a) Upon receipt by the Deal Agent of an executed counterpart of this Joinder, to which is attached a fully completed Schedule I and Schedule II, each of which has been executed by the Proposed Conduit, its related Investors, its related Liquidity Agent, the Borrower, Credit Acceptance and the Deal Agent, the Deal Agent will transmit to the Proposed Conduit, its related Investors and its related Liquidity Agent, a Joinder Effective Notice, substantially in the form of Schedule III to this Joinder (a "Joinder Effective Notice"). Such Joinder Effective Notice shall be executed by the Deal Agent and shall set forth, inter alia, the date on which the joinder effected by this Joinder shall become effective (the "Joinder Effective Date"). From and after the Joinder Effective Date, the Proposed Conduit shall be an Additional Conduit designated as a CP Conduit party to the Loan Agreement for all purposes thereof.

(b) Each of the parties to this Joinder agrees and acknowledges that at any time and from time to time upon the written request of any other party, it will execute and deliver such further documents and do such further acts and things as such other party may reasonably request in order to effect the purposes of this Joinder.

(c) By executing and delivering this Joinder, the Proposed Conduit confirms to and agrees with the Deal Agent, the Liquidity Agents, the Borrower, Credit Acceptance and the CP Conduits as follows: (i) none of the Deal Agent, the Liquidity Agents or the CP Conduits makes any representation or warranty or assumes any responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any other instrument or document furnished pursuant thereto, or with respect to the Note issued to the Deal Agent pursuant to Section 2.1(c) the Loan Agreement, or the Collateral or the financial condition of the Borrower or Credit Acceptance, or the performance or observance by the Borrower or Credit Acceptance of any of their respective obligations under the Loan Agreement, any other Transaction Document or any other instrument or document furnished pursuant thereto; (ii) the Proposed Conduit confirms that it has received a copy of such documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder; (iii) the Proposed Conduit will, independently and without reliance upon the Deal Agent, any Liquidity Agent or any other CP Conduit and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement; (iv) the Proposed Conduit appoints and authorizes its Liquidity Agent to take such action as agent on its behalf and to exercise such powers under the Loan Agreement as are delegated to the Liquidity Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with Article 12 of the Loan Agreement; (v) the Proposed Conduit appoints and authorizes the Deal Agent to take such action as agent on its behalf and to exercise such powers under the Loan Agreement as are delegated to the Deal Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with Article 12 of the Loan Agreement; (vi) the Proposed Conduit agrees (for the benefit of the parties hereto and the other CP Conduits) that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement are required to be performed by it as an Additional Conduit designated as a CP Conduit; (vii) the Proposed Conduit agrees that its related Liquidity Agent shall not have any duties or responsibilities, except those expressly set forth in the Loan Agreement, or any fiduciary relationship with any Investor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities on the part of its related Liquidity Agent shall be read into this Joinder or otherwise exist for its related Liquidity Agent; (viii) the Proposed Conduit agrees that its related Liquidity Agent, in performing its functions and duties under the Loan Agreement, shall act solely as agent for its related Investors and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns; (ix) the Proposed Conduit agrees that its related Liquidity Agent shall not be required to take any action that exposes such Liquidity Agent to personal liability or that is contrary to the Loan Agreement or Applicable Law; and (x) the Proposed Conduit agrees that the appointment and authority of its related Liquidity Agent hereunder shall terminate upon the indefeasible payment in full of the Aggregate Unpaids.

(d) Schedule II hereto sets forth administrative information with respect to the Proposed Conduit.

(e) This Joinder shall be governed by, and construed in accordance with, the laws of the State of New York.

(f) Capitalized terms used herein and not defined herein have the meanings given such terms in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to be executed by their respective duly authorized officers on Schedule I hereto as of the date set forth in Item 1 of Schedule I hereto.

SCHEDULE I TO
JOINDER

COMPLETION OF INFORMATION AND
SIGNATURES FOR JOINDER

Re: Loan and Security Agreement, dated as of September __, 2003, among CAC Warehouse Funding Corporation II, as borrower, Credit Acceptance Corporation, as servicer and custodian, Wachovia Bank, National Association, as an investor for the VFCC Purchaser Group (an "Investor") and the other Investors from time to time party hereto, Variable Funding Capital Corporation (a "CP Conduit") and the other CP Conduits from time to time party hereto, Wachovia Capital Markets, LLC, as deal agent, Wachovia Bank, National Association, as liquidity Agent for the VFCC Purchaser Group ("Liquidity Agent") and the other Liquidity Agents from time to time party hereto, Systems & Services Technologies, Inc., as backup servicer and Wachovia Capital Markets, LLC, as collateral agent.

Item 1: Date of Joinder: ____________________

Item 2: Proposed Conduit: ____________________

Item 3: Name of Liquidity Agent: ____________________

Item 4: Name of Purchaser Group: ____________________

Item 5: Name(s) of Investor(s) and Commitment: ____________________

Item 6: Proposed Conduit's Commitment (if any): ____________________

Item 7: Purchaser Group Facility Limit: ____________________

Item 8: Purchaser Group CP Rate: ____________________

Item 9: Purchaser Group Yield Rate upon the Termination Date: ____________________

Item 10: Signatures of Parties to Joinder:

PROPOSED CONDUIT:	[NAME OF PROPOSED CONDUIT] By: --------------------------------- Name: Title:
NEW PURCHASER GROUP'S LIQUIDITY AGENT:	[NAME OF LIQUIDITY AGENT] By: --------------------------------- Name: Title:
DEAL AGENT:	WACHOVIA CAPITAL MARKETS, LLC By: --------------------------------- Name: Title:
ADDITIONAL INVESTOR:	[NAME OF NEW INVESTOR] By: --------------------------------- Name: Title:
BORROWER:	CAC WAREHOUSE FUNDING CORPORATION II By: --------------------------------- Name: Title:
ORIGINATOR AND SERVICER:	CREDIT ACCEPTANCE CORPORATION By: --------------------------------- Name: Title:

SCHEDULE II TO
JOINDER

LIST OF INVESTING OFFICES, ADDRESS
FOR NOTICES AND WIRE INSTRUCTIONS

Address for Notices: ___________________________
____
____

Investing Office: ___________________________

Wire Instructions: ___________________________

SCHEDULE III TO
JOINDER

FORM OF
JOINDER EFFECTIVE NOTICE

To: [Name and address of the Borrower, the Liquidity Agent and Proposed Conduit]

The undersigned, as Deal Agent under the Loan and Security Agreement, dated as of September __, 2003, among the Borrower, Credit Acceptance, the Investors, the CP Conduits, the Deal Agent, the Liquidity Agents, the Backup Servicer and the Collateral Agent (as from time to time amended, supplemented or otherwise modified in accordance with the terms thereof) acknowledges receipt of an executed counterpart of a completed Joinder. [Note: attach copies of Schedules I and II from such Loan Agreement.] Terms defined in such Joinder are used herein as therein defined.

Pursuant to such Joinder, you are advised that the Joinder Effective Date for [Name of Proposed Conduit] will be _____________ and such Proposed Conduit will be an Additional Conduit designated as a CP Conduit.

Very truly yours,

WACHOVIA CAPITAL MARKETS,
LLC, as Deal Agent

By: ----------------------------
Name:
Title:

SCHEDULE IV TO
JOINDER

PURCHASER GROUP FEE LETTER

SCHEDULE V TO
JOINDER

PURCHASER GROUP LIQUIDITY AGREEMENT

EXHIBIT E

Form of Hedging Agreement

EXHIBIT F

Form of Officer's Certificate
as to Solvency

EXHIBIT G

FORM OF TAKE-OUT RELEASE

Reference is hereby made to the Loan and Security Agreement dated as of September [___], 2003 among CAC Warehouse Funding Corporation II, as the Borrower, Credit Acceptance Corporation, as the Servicer, the Investors named therein, Variable Funding Capital Corporation, as a Lender, Wachovia Capital Markets, LLC, as the Deal Agent and Collateral Agent, Wachovia Bank, National Association, as a Liquidity Agent, Systems & Services Technologies, Inc., as the Backup Servicer, and each other CP Conduit, Liquidity Agent and Investor party thereto as it may from time to time be amended, supplemented or otherwise modified in accordance with the terms thereof (the "Agreement").

Capitalized terms not defined herein shall have the meaning given such terms in the Agreement.

Pursuant to Section 2.16(a) of the Agreement, the Borrower requests the Collateral Agent to release all of its right, title and interest, including any security interest and Lien, in and to all of the Loans and Related Security. The Take-Out Date is as of [_____________________].

Pursuant to Section 2.16(a)(ii) of the Agreement, the Servicer and the Borrower hereby certify that the Borrower will have sufficient funds on the Take-Out Date to effect the Take-Out in accordance with the Security Agreement.

Pursuant to Section 2.16(a)(iii) of the Security Agreement, the Servicer and Borrower hereby certify that after giving effect to the Take-Out and the release to the Borrower of the Loans and Related Security on the Take-Out Date, (x) the representations and warranties contained in Article IV of the Agreement shall continue to be correct in all material respects, except to the extent relating to an earlier date, and (y) neither an Unmatured Termination Event nor a Termination Event has occurred.

Upon deposit in the Collection Account of $[___________] in immediately available funds, the Collateral Agent hereby releases all of its right, title and interest, including any security interest and Lien, in and to the Loans and the Related Security:

(i) all Loans and the Related Security related thereto, all monies due or to become due with respect thereto, whether accounts, chattel paper, general intangibles or other property, all monies or remittances on deposit in the Credit Acceptance Payment Account which constitute proceeds of such Loans and the Loans;

(ii) the security interests in the Contracts granted by Obligors pursuant to the related Loan and all security related thereto;

(iii) all of the Borrower's rights under the Contribution Agreement and each Dealer Agreement with respect to such Loans and the Related Security;

(iv) the proceeds of any and all of the foregoing.

[REMAINDER OF PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

Executed as of __________.

Credit Acceptance Corporation, as the Servicer

By:____
Name:
Title:

CAC Warehouse Funding Corporation II, as the Borrower

By:____
Name:
Title:

Wachovia Capital Markets, LLC, as the Deal Agent and Collateral Agent

By:____
Name:
Title:

Signature Page

EXHIBIT H

Form of Contribution Agreement

EXHIBIT I

FORM OF VARIABLE FUNDING NOTE

New York, New York
September ___, 2003

FOR VALUE RECEIVED, the undersigned, CAC WAREHOUSE FUNDING CORPORATION II, a Nevada corporation (the "Borrower"), promises to pay to the order of Wachovia Capital Markets, LLC, as Deal Agent, on behalf of the Lenders, on the date specified in Section 2.1(c) of the Loan and Security Agreement (as hereinafter defined), at One Wachovia Center, Charlotte, North Carolina 28288, in lawful money of the United States of America and in immediately available funds, the principal amount of One Hundred Million Dollars ($100,000,000), or, if less, the aggregate unpaid principal amount of the all Advances made by the Lenders to the Borrower pursuant to the Loan and Security Agreement, and to pay interest at such office, in like money, from the date hereof on the unpaid principal amount of the Advance from time to time outstanding at the rates and on the dates specified in the Loan and Security Agreement.

The Deal Agent is authorized to record, on the schedules annexed hereto and made a part hereof or on other appropriate records of the Deal Agent, the date and the amount of the Advance made by the Lenders, each continuation thereof, the funding period for such Advance and the date and amount of each payment or prepayment of principal thereof. Any such recordation shall constitute prima facie evidence of the accuracy of the information so recorded; provided that the failure of the Deal Agent to make any such recordation (or any error in such recordation) shall not affect the obligations of the Borrower hereunder, under the Loan and Security Agreement in respect of the Advance.

This Variable Funding Note is the Note referred to in the Loan and Security Agreement, dated as of September 30, 2003 (as amended, supplemented, or otherwise modified and in effect from time to time, the "Loan and Security Agreement"), among CAC Warehouse Funding Corporation II (the "Borrower"); Credit Acceptance Corporation (the "Servicer"); the financial institutions listed on the signature pages thereto under the heading "The Investors" (the "Investors"); Variable Funding Capital Corporation ("VFCC"); Wachovia Capital Markets, LLC, as deal agent (the "Deal Agent"); Wachovia Bank, National Association, a national banking association, as liquidity agent (the "Liquidity Agent"); Systems & Services Technologies, Inc. (the "Backup Servicer"); Wachovia Capital Markets, LLC, as the Collateral Agent (the "Collateral Agent"), and each other CP Conduit, Liquidity Agent and Investor party thereto, and is entitled to the benefits thereof. Capitalized terms used herein and defined herein have the meanings given them in the Loan and Security Agreement.

This Variable Funding Note is subject to optional and mandatory prepayment as provided in the Loan and Security Agreement.

Upon the occurrence of a Termination Event, the Secured Parties shall have all of the remedies specified in the Loan and Security Agreement. The Borrower hereby waives presentment, demand, protest, and all notices of any kind.

THIS VARIABLE FUNDING NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

CAC WAREHOUSE FUNDING CORPORATION II,
as Borrower

By: /s/ Douglas W. Busk

Name: Douglas W. Busk
Title: Vice President - Finance and Treasurer

Schedule 1 to
VARIABLE FUNDING NOTE

Principal of the Advances	Yield on the Advances	Prepayment of the Advances	Notation by Date

EXHIBIT J-1

Form 1 of Dealer Agreement

EXHIBIT J-2

Form 2 of Dealer Agreement

EXHIBIT K

[Reserved]

EXHIBIT L

Forms of Contracts

EXHIBIT M

[Reserved]

EXHIBIT N

[Reserved]

EXHIBIT O

Form of Backup Servicing Agreement

SCHEDULE I

CONDITION PRECEDENT DOCUMENTS

CONDITION PRECEDENT DOCUMENTS	RESPONSIBLE PARTY
I. TRANSACTION DOCUMENTS	Dechert
A. LOAN AND SECURITY AGREEMENT	
EXHIBITS TO LOAN AND SECURITY AGREEMENT	
Exhibit A Form of Funding Notice	WCM
Exhibit B Form of Assignment and Acceptance	Dechert
Exhibit C Form of Monthly Report	WCM
Exhibit D Form of Joinder	Dechert
Exhibit E Form of Hedging Agreement (including Schedule and Confirmation)	WCM
Exhibit F Form of Officer's Certificate as to Solvency	Borrower
Exhibit G Form of Take-Out Release	Dechert
Exhibit H Form of Contribution Agreement	Dykema
Exhibit I Form of Variable Funding Note	Dechert
Exhibit J-1 Form 1 of Dealer Agreement	Credit Acceptance
Exhibit J-2 Form 2 of Dealer Agreement	Credit Acceptance
Exhibit K [Reserved]	
Exhibit L Form of Contracts	Credit Acceptance
Exhibit M [Reserved]	
Exhibit N [Reserved]	
Exhibit O Form of Backup Servicing Agreement	Dechert
SCHEDULES TO LOAN AND SECURITY AGREEMENT	
Schedule I Condition Precedent Documents	Dechert
Schedule II Credit Guidelines	Dykema
Schedule III Tradenames, Fictitious Names and "Doing Business As" Names	Credit Acceptance
Schedule IV Location of Records and Contract Files	Credit Acceptance
Schedule V Loan, Pool and Contract List	Credit Acceptance
Schedule VI Collection Guidelines	Credit Acceptance
Schedule VII Forecasted Collections	Credit Acceptance
Schedule VIII Commitment Amount of Each Investor	Dechert
Schedule IX List of Dealer Agreements and Pools	Credit Acceptance
B. Contribution Agreement	Dykema

		Exhibit A List of Loans	Credit Acceptance
II.		DOCUMENTS RELATING TO THE BORROWER	
	A.	Secretary's Certificate with the following items attached: - Resolutions of the Board of Directors of the Borrower - Certificate of Incorporation of the Borrower - Bylaws of the Borrower - Incumbency	Borrower/Dykema
	B.	On the Closing Date, an Officer's Certificate of the Borrower certifying the matters set forth in Section 3.1 of the Loan and Security Agreement and the Solvency Certificate described in Section 4.1(i) of the Loan and Security Agreement	Borrower/Dykema
		On the Funding Date, an Officer's Certificate of the Borrower certifying the matters set forth in Section 3.1 of the Loan and Security Agreement	Borrower/Dykema
	C.	Certificate of Incorporation of the Borrower certified by the Secretary of State of Nevada	Borrower/Dykema
	D.	Good Standing Certificate issued by the Secretary of State of the State of Nevada with respect Borrower	Borrower/Dykema
	E.	Copies of filed financing statement on Form UCC-1 naming the Borrower as debtor and the Collateral Agent, for the benefit of the Secured Parties, as secured party	Borrower/Dykema
III.		DOCUMENTS RELATING TO Credit Acceptance	
	A.	Secretary's Certificate with the following items attached: - Resolutions of the Board of Directors of Credit Acceptance - Certificate of Incorporation of Credit Acceptance - Bylaws of Credit Acceptance - Incumbency	Credit Acceptance/Dykema
	B.	On the Closing Date, an Officer's Certificate of Credit Acceptance certifying the matters set forth in Section 3.1 of the Loan and Security Agreement	Credit Acceptance/Dykema
		On the Funding Date, an Officer's Certificate of Credit Acceptance certifying that no Unmatured Termination Event, Termination Event, Servicer Termination Event or potential Servicer Termination Event shall have occurred	Credit Acceptance/Dykema

	C.	Certificate of Incorporation certified by the Secretary of State of the State of Michigan	Credit Acceptance/Dykema
	D.	Good Standing Certificate issued by the Secretary of State of the State of Michigan with respect to Credit Acceptance	Credit Acceptance/Dykema
	E.	Copies of filed financing statement on Form UCC-1 naming the Originator as the debtor/seller, the Borrower as the secured party/purchaser, and the Collateral Agent as Assignee	Credit Acceptance/Dykema
IV.	OPINIONS OF COUNSEL		
	A.	Opinion of Dykema as to true sale matters	Dykema
	B.	Opinion of Dykema covering non-consolidation matters	Dykema
	C.	Opinion of Dykema as to certain corporate, and perfection and priority matters	Dykema
	D.	Opinion of counsel to the Backup Servicer as to certain corporate and enforceability matters	S&K
V.	ADDITIONAL CLOSING DOCUMENTS/ACTIONS		
	A.	A certificate of an officer of the Borrower certifying that all of the conditions to funding set forth in Sections 3.1 and 3.2 of the Contribution Agreement have been satisfied	Borrower/Dykema
	B.	Funding Notice	Borrower
	C.	UCC-3 Termination Statements, terminating all security interests in the Collateral pledged to the Collateral Agent under the Loan and Security Agreement and the related Contractual Release	Credit Acceptance/Dykema
	D.	UCC search results (i) for the Borrower in Nevada and (ii) for Credit Acceptance in Michigan	Dykema
	E.	Evidence that the Collection Account and the Reserve Account have been established	Credit Acceptance
	F.	Evidence that the Structuring Fee and any other fees or amounts due and payable on the Closing Date in accordance with the Fee Letter have been paid in full	Borrower

G.	Evidence that the Reserve Account has been funded	Borrower

Key:

Wachovia Capital Markets, LLC	WCM, the Deal Agent or the Collateral Agent
Wachovia Bank, National Association	WB
Credit Acceptance Corporation	Credit Acceptance
CAC Warehouse Funding Corporation II	Borrower
Dechert	Dechert
Dykema	Dykema Gossett
Systems & Services Technologies, Inc.	Backup Servicer
Seward & Kissel LLP	S&K

Schedule II

Credit Guidelines

[On File with Servicer and Deal Agent]

Schedule III

Tradenames, Fictitious Names and "Doing Business As" Name

None

Schedule IV

Location of Records and Contract Files

Schedule V

Loan and Contract List
[Disc on File with Deal Agent]

Schedule VI

Collection Guidelines

[On File with Servicer]

Schedule VII

Forecasted Collections

Schedule VIII
Commitment Amount of Each Investor

Purchaser Group	Investor	Commitment Amount
VFCC Purchaser Group	Wachovia Bank, National Association	$100,000,000

Schedule IX

List of Dealer Agreements and Pools

BACKUP SERVICING AGREEMENT

BACKUP SERVICING AGREEMENT (the "Agreement"), dated as of September 30, 2003, among SYSTEMS & SERVICES TECHNOLOGIES, INC., a Delaware corporation ("SST" or the "Backup Servicer"), CREDIT ACCEPTANCE CORPORATION, a Michigan corporation ("Credit Acceptance" or the "Servicer"), WACHOVIA CAPITAL MARKETS, LLC, a Delaware limited liability company (in its capacity as deal agent, the "Deal Agent", and in its capacity as collateral agent, the "Collateral Agent") and CAC WAREHOUSE FUNDING CORPORATION II, a Nevada corporation (the "Borrower").

W I T N E S S E T H :

WHEREAS, Credit Acceptance, the Borrower, the Backup Servicer, Wachovia Bank, National Association, as an investor for the VFCC Purchaser Group (an "Investor") and the other Investors from time to time party thereto, Variable Funding Capital Corporation, (a "Lender") and the other CP Conduits from time to time party thereto, the Deal Agent, Wachovia Bank, National Association, as the liquidity agent for the VFCC Purchaser Group (the "Liquidity Agent") and the other Liquidity Agents from time to time party thereto, and the Collateral Agent have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the parties to the Loan Agreement desire to obtain the services of the Backup Servicer to perform certain servicing functions and assume certain obligations with respect to the Loan Agreement, all as set forth herein, and the Backup Servicer has agreed to perform such functions and assume such obligations; and

WHEREAS, for its services hereunder and with respect to the Loan Agreement, the Backup Servicer will receive a fee payable as described herein;

NOW THEREFORE, in consideration for the mutual agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

SECTION 1.1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings specified in, or incorporated by reference to, the Loan Agreement. The following terms shall have the meanings specified below:

"Aggregate Basis" means verification of only such aggregated amounts as are stated in the Monthly Report, and not as to any amount related to any Loan or Contract.

"Assumption Date" has the meaning specified in Section 2.3(a).

"Backup Servicer Event of Default" has the meaning specified in Section 4.1.

"Backup Servicer's Certificate" has the meaning specified in Section 2.10.

"Backup Servicing Fee" means, as to each Payment Date, $4,000; provided, however, that if the Backup Servicer becomes the Successor Servicer, such fee shall no longer be paid.

"Continued Errors" has the meaning specified in Section 2.2(c)(iii).

"Errors" has the meaning specified in Section 2.2(c)(iii).

"Liability" has the meaning specified in Section 2.2(c)(i).

"Live Data Files" has the meaning specified in Section 2.6(c).

"Servicer's Data File" has the meaning specified in Section 2.1(a).

"Service-Related Activities" means the services and service-related activities and the servicer-related responsibilities of the Servicer provided for under the Loan Agreement as modified or eliminated herein with respect to the Backup Servicer.

"Servicing Fee" has the meaning given such term in the Loan Agreement.

"Successor Backup Servicer" has the meaning specified in Section 2.4(b).

"Third Party" has the meaning specified in Section 2.9(d).

SECTION 1.2. Usage of Terms. With respect to all terms in this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to "writing" include printing, typing, lithography, and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Agreement; references to Persons include their permitted successors and assigns; and the term "including" means "including without limitation."

SECTION 1.3. Section References. All section references shall be to Sections in this Agreement (unless otherwise provided).

ARTICLE 2
ADMINISTRATION AND COLLECTION

SECTION 2.1. Reconciliation of Monthly Report.

(a) No later than 9:00 A.M. New York time on the third Business Day following the end of each Collection Period, the Servicer shall send to the Backup Servicer an electronic file, detailing the Collections received during the prior Collection Period and all other information relating to the Loans and the Contracts as may be necessary for the complete and correct completion of the Monthly Report (the "Servicer's Data File"). Such electronic file shall

be in the form and have the specifications as may be agreed to between the Servicer and the Backup Servicer from time to time. The Backup Servicer shall, within one (1) Business Day of the receipt thereof, load the Servicer's Data File and confirm that it is in readable form. If the Backup Servicer determines that the Servicer's Data File is not in readable form, the Backup Servicer shall immediately upon discovery thereof notify the Servicer and the Deal Agent by telephone, and upon such notification, the Servicer shall prepare and send a replacement Servicer's Data File to the Backup Servicer satisfying the Backup Servicer's specifications, for receipt by the Backup Servicer on the next Business Day.

(b) No later than the end of the second Business Day prior to each Determination Date, the Servicer shall furnish to the Backup Servicer the Monthly Report related to the prior Collection Period together with all other information necessary for preparation of such Monthly Report and necessary to determine the application of Collections as provided in the Loan Agreement. The Backup Servicer shall review the information contained in the Monthly Report against the information on the Servicer's Data File, on an Aggregate Basis. No later than three (3) Business Days after the Backup Servicer's receipt of each Monthly Report, the Backup Servicer shall notify the Servicer and the Deal Agent of any inconsistencies between the Monthly Report and the information contained in the Servicer's Data File; provided, however, in the absence of a reconciliation, the Monthly Report shall control for the purpose of calculations and distributions with respect to the related Payment Date. If the Backup Servicer and the Servicer are unable to reconcile discrepancies with respect to a Monthly Report prior to the related Payment Date, the Servicer shall cause a firm of independent accountants, at the Servicer's expense, to audit the Monthly Report and, prior to the third Business Day, but in no event later than the fifth calendar day, of the following month, reconcile the discrepancies. The effect, if any, of such reconciliation shall be reflected in the Monthly Report for such next Payment Date. The Backup Servicer shall only review the information provided by the Servicer in the Monthly Report and in the Servicer's Data File and its obligation to report any inconsistencies shall be limited to those determinable from such information.

(c) The Backup Servicer and the Servicer shall attempt to reconcile any such inconsistencies and/or to furnish any omitted information and the Servicer shall amend the Monthly Report to reflect the results of the reconciliation or to include any omitted information.

(d) The Servicer shall provide monthly, or as otherwise requested, to the Backup Servicer, or its agent, information on the Loans and related Contracts sufficient to enable the Backup Servicer to assume the responsibilities as Successor Servicer under the Loan Agreement and service and collect the Loans and related Contracts.

(e) The Servicer shall provide the Backup Servicer with any and all updates to the master file data layout and copy book information necessary due to system changes or modifications, which may require changes to the Backup Servicer's applications necessary to read the Servicer's Data File.

SECTION 2.2. Review and Verification.

(a) Notwithstanding anything in Section 2.1 to the contrary, on or before the end of the second Business Day prior to each Determination Date, the Servicer and the Deal

Agent shall provide sufficient data to the Backup Servicer to allow the Backup Servicer to review and to verify the mathematical accuracy of the Monthly Report on an Aggregate Basis related thereto and determine the following:

(i) that such Monthly Report is complete on its face;

(ii) that the amounts credited to and withdrawn from the Collection Account and the balance of such account, as set forth in the records of the Collateral Agent are the same as the amount set forth in the Monthly Report; and

(iii) that the amounts credited to and withdrawn from the Reserve Account and the balance of such account, as set forth in the records of the Collateral Agent are the same as the amount set forth in the Monthly Report.

(b) The Backup Servicer shall, on or before the Determination Date with respect to any Collection Period, verify the mathematical accuracy of the Monthly Report in its entirety, which shall include but not be limited to the following:

(i) the amount of the related distribution allocable to principal;

(ii) the amount of the related distribution allocable to interest;

(iii) the amount of the related distribution payable out of the Reserve Account;

(iv) the Aggregate Outstanding Eligible Loan Net Balance, the Aggregate Outstanding Eligible Loan Balance and the aggregate Outstanding Balance of all Eligible Contracts as of the close of business on the last day of the preceding Collection Period;

(v) outstanding Capital;

(vi) the amount of the Servicing Fee paid to the Servicer with respect to the related Collection Period and/or due but unpaid with respect to such Collection Period or prior Collection Periods, as the case may be;

(vii) the total amount of Collections for the related Collection Period; and

(viii) the aggregate Release Price for the Ineligible Loans and the aggregate Released Contract Price for the Ineligible Contracts, if any, that was paid in such period.

(c) The Backup Servicer shall provide written notice to the Deal Agent with respect to whether there are any inconsistencies or deficiencies with respect to its review and verification set forth in paragraphs (a) and (b) above and, if any, shall provide a description thereof as set forth in Section 2.10 hereof. In the event of any discrepancy between the information set forth in subparagraphs (a) and (b) above, as calculated by the Servicer, from that

determined or calculated by the Backup Servicer, the Backup Servicer shall promptly notify the Servicer and, if within five (5) days of such notice being provided to the Servicer, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Deal Agent of such discrepancy.

(i) Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no duty, responsibility, obligation, or liability (collectively "Liability") for any action taken or omitted by the Servicer.

(ii) The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Deal Agent, to succeed within thirty (30) days to the duties and obligations of the Servicer pursuant to Section 2.3.

(iii) Except as otherwise provided in this Agreement, the Backup Servicer may accept and reasonably rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall have no Liability for the acts or omissions of the Servicer or for the inaccuracy of any data provided, produced or supplied by the Servicer. If any error, inaccuracy or omission (collectively, "Errors") exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, "Continued Errors"), the Backup Servicer shall have no Liability for such Continued Errors; provided, however, that this provision shall not protect the Backup Servicer against any Liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in discovering or correcting any Error or in the performance of its duties hereunder or under the Loan Agreement. In the event the Backup Servicer becomes aware of Errors or Continued Errors which, in the opinion of the Backup Servicer impairs its ability to perform its services hereunder, the Backup Servicer may, with the prior consent of the Deal Agent, undertake to reconstruct and reconcile such data as it deems appropriate to correct such Errors and Continued Errors and prevent future Continued Errors. The Backup Servicer shall be entitled to recover its costs thereby expended from the Servicer.

(iv) The Backup Servicer and its officers, directors, employees and agents shall be indemnified by the Servicer from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorney's fees and expenses) arising out of claims asserted against the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the Assumption Date, except for any claims, damages, losses or expenses arising from the Backup Servicer's own willful misfeasance, bad faith or gross negligence. The obligations of the Servicer under this Section shall survive the termination of this Agreement and the earlier resignation or removal of the Backup Servicer.

(v) To the extent the Backup Servicer requires any information, supplementary reports or data that is to be provided to it pursuant to the Transaction Documents in order to complete its verification duties, the Backup Servicer's verification duties are conditioned upon timely receipt by the Backup Servicer of such information.

SECTION 2.3. Assumption of Servicer's Obligations.

(a) The Backup Servicer agrees that within 30 days of receipt of a written notice from the Deal Agent, and without further notice, the Backup Servicer shall, subject to the exclusions stated herein, assume the Service-Related Activities of Credit Acceptance under the Loan Agreement (the "Assumption Date") and further agrees that it shall assume all such Service-Related Activities in accordance with the requirements, terms and conditions set forth in the Loan Agreement and this Agreement. In the event of a conflict between any provision of the Loan Agreement and this Agreement, this Agreement shall be controlling.

(b) In the event of an assumption by the Backup Servicer of the Service-Related Activities of Credit Acceptance under the Loan Agreement, the Backup Servicer shall not be obligated to perform the obligations imposed in the following Sections of the Loan Agreement: Sections 2.7(c)(ii), 2.14, 2.16, 3.1(b), 3.1(c), 4.2(b) (provided that the Backup Servicer shall be obligated to inform the other parties to this Agreement of breaches detailed in Section 4.2 of which a Responsible Officer has actual knowledge), 4.3, 4.5 (provided that the Backup Servicer shall be obligated to inform the other parties to this Agreement of breaches detailed in Section 4.5 of which a Responsible Officer has actual knowledge), 5.4(c), 5.4(e), 5.4(f), 5.4(g) (provided that the Backup Servicer shall be obligated to inform the other parties to this Agreement of breaches detailed in Section 5.4(g) of which a Responsible Officer has actual knowledge), 5.4(i), 5.4(j), 5.4(k) (only with respect to the Credit Guidelines), 5.4(m) (only with respect to Servicer's obligation to provide written certification of a change in debt rating), 5.5(a), 5.5(b), 5.5(f) (only with respect to the Servicer's obligation to defend the right, title and interest of the Collateral Agent in the Collateral on behalf of the Secured Parties against the claims of third parties), 5.5(i) (only with respect to the Credit Guidelines), 6.1(b) (only with respect to the amount of time in which the Servicer is required to remit Collections to the Collection Account which, in the case of SST after the Assumption Date, will be within one (1) Business Day of receipt of such Collections with respect to cleared funds, and in all other cases will be within three (3) Business Days of receipt of such Collections), 6.1(c), 6.2(e) (provided that the Deal Agent and any Liquidity Agent may review the Backup Servicer's collection and administration of the Loans, Dealer Agreements and Contracts two times per calendar year, at the expense of the party requesting such review, with prior written notice and without undue disruption of the Backup Servicer's business before the occurrence of a Servicer Termination Event at a time after the Assumption Date, and the Deal Agent and any Liquidity Agent may conduct such review, with prior written notice but otherwise without limitation, at the Servicer's expense if the Servicer Termination Event is due to the actions of the current Servicer and otherwise at the expense of the party requesting such review, after the occurrence of a Servicer Termination Event at a time after the Assumption Date), 6.5(a) (provided that the Backup Servicer shall be responsible for all of the obligations of Section 6.5(a) so long as it receives sufficient assistance from the Borrower), 6.5(b), 6.5(c), 6.6, 6.8, 6.9, 6.11(h) (only with respect to the applicable amount referenced in Section 6.11(h) which shall be $10,000,000 instead of $5,000,000), 6.11(i)

(only with respect to the applicable amount referenced in Section 6.11(i) which shall be $10,000,000 instead of $5,000,000), 6.11(j), 6.11(l), 9.2, 10.1(m), 11.2 (provided that the Backup Servicer shall be liable under Section 11.2(a) of the Loan Agreement as to action taken by it as Successor Servicer) and 14.12.

SECTION 2.4. Servicing and Retention of Servicer.

(a) Subject to early termination of the Backup Servicer due to the occurrence of a Backup Servicer Event of Default, or pursuant to Article 4, or as otherwise provided in this Section 2.4, on and after the Assumption Date, the Backup Servicer shall be responsible for the servicing, administering, managing and collection of the Loans and Contracts in accordance herewith and the Loan Agreement.

(b) In the event of a Backup Servicer Event of Default, the Deal Agent shall have the right to terminate the Backup Servicer as Successor Servicer and Backup Servicer hereunder. Upon the termination or resignation of the Backup Servicer hereunder, the Deal Agent shall have the right to appoint a successor Backup Servicer (the "Successor Backup Servicer") and enter into a backup servicing agreement with such Successor Backup Servicer at such time and exercise all of its rights under Section 6.12(a) of the Loan Agreement; provided, however, that if such termination or resignation of the Backup Servicer occurs prior to the Assumption Date, the appointment of the Successor Backup Servicer shall be mutually acceptable to Credit Acceptance and the Deal Agent. Such backup servicing agreement shall specify the duties and obligations of the Successor Backup Servicer, and all references herein and in the Loan Agreement to the Backup Servicer shall be deemed to refer to such Successor Backup Servicer.

(c) Except as provided in Section 4.3 hereof, the Backup Servicer shall not resign from the obligations and duties imposed on it by this Agreement or the Loan Agreement, as successor servicer or as Backup Servicer, as applicable, except upon a determination that by reason of a change in legal requirements, the performance of its duties hereunder or under the Loan Agreement would cause it to be in violation of such legal requirements in a manner which would have a material adverse effect on the Backup Servicer, and the Deal Agent does not elect to waive the obligations of the Backup Servicer to perform the duties which render it legally unable to act or to delegate those duties to another Person. Any such determination permitting the resignation of the Backup Servicer pursuant to this Section 2.4(c) shall be evidenced by an opinion of counsel to such effect delivered and acceptable to the Deal Agent. No resignation of the Backup Servicer shall become effective until an entity reasonably acceptable to the Deal Agent and the Required Investors shall have assumed the responsibilities and obligations of the Backup Servicer.

(d) Any Person: (i) into which the Backup Servicer may be merged or consolidated; (ii) resulting from any merger or consolidation to which the Backup Servicer shall be a party; (iii) which acquires by conveyance, transfer or lease substantially all of the assets of the Backup Servicer; or (iv) succeeding to the business of the Backup Servicer, in any of the foregoing cases shall execute an agreement of assumption to perform every obligation of the Backup Servicer under this Agreement and the Loan Agreement, whether or not such assumption agreement is executed, shall be the successor to the Backup Servicer under this Agreement and

the Loan Agreement without the execution or filing of any paper or any further act on the part of any of the parties to this Agreement or the Loan Agreement, anything herein or therein to the contrary notwithstanding; provided, however, that nothing contained herein or therein shall be deemed to release the Backup Servicer from any obligation hereunder or under the Loan Agreement.

(e) Following the Assumption Date, the Backup Servicer shall be required to deliver to the Deal Agent on or before one hundred twenty (120) days after the end of the Backup Servicer's fiscal year, with respect to such fiscal year, a copy of its annual SAS-70 and its audited financial statements for such fiscal year.

(f) Concurrently with the delivery of the financial reports delivered under (e) above, a report certified by the chief financial officer of the Backup Servicer, certifying that no Backup Servicer Event of Default and no event which, with the giving of notice or the passage of time, would become a Backup Servicer Event of Default has occurred and is continuing or, if any such Backup Servicer Event of Default or other event has occurred and is continuing, such a Backup Servicer Event of Default has occurred and is continuing, the action which the Backup Servicer has taken or proposes to take with respect thereto, shall be delivered to the Deal Agent.

SECTION 2.5. Servicing Duties of the Backup Servicer. On and after the Assumption Date:

(a) The Backup Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect all amounts due under the Loans and Contracts from time to time, all in accordance with applicable laws, rules and regulations, with reasonable care and diligence, and in accordance with the Collection Guidelines. There shall be no recourse to the Backup Servicer with regard to the Loans and Contracts. The Backup Servicer shall hold in trust for the Collateral Agent all records which evidence or relate to all or any part of the Collateral. In the event that a Successor Backup Servicer is appointed, the outgoing Backup Servicer shall deliver to the Successor Backup Servicer and the Successor Backup Servicer shall hold in trust for the Collateral Agent all records which evidence or relate to all or any part of the Collateral.

(b) The Backup Servicer shall as soon as practicable upon demand, deliver to the Deal Agent all records in its possession which evidence or relate to indebtedness of an Obligor which is not a Loan or Contract.

(c) The Backup Servicer shall remit to the Collection Account within one (1) Business Day of receipt all Collections with respect to cleared funds, and within three (3) Business Days of receipt Collections in all other cases.

(d) In addition to the obligations of the Backup Servicer under this Agreement, the Backup Servicer shall perform all of the obligations of the Servicer as servicer under the Loan Agreement, except as set forth in Section 2.3(b) hereof. Without limiting the foregoing and anything provided for herein, the Backup Servicer shall perform the following in substantially the same manner and level at which Credit Acceptance performs such on the date hereof: (a) customer service inquiries/responsibilities; (b) collections on delinquent and charged-off accounts; (c) insurance monitoring and the making of claims with respect thereto; (d) creating

the Monthly Reports; (e) repossession and other legal actions; (f) statements to performing accounts and other correspondence; (g) reconciliation of dealer holdback payments; (h) inventory management; (i) maintenance of lock-box accounts; (j) electronic skip tracing; and (k) document storage and title maintenance.

SECTION 2.6. Other Obligations of the Backup Servicer and Servicer.

(a) In order to ensure preparedness to carry out the Service-Related Activities, the Backup Servicer agrees that immediately upon execution of this Agreement, it will begin to formulate a contingency plan designed to execute a transition of the Service-Related Activities from Credit Acceptance.

(b) [Reserved]

(c) No later than the 10th day of each calendar month until the earlier of the Assumption Date or the termination of this Agreement, Credit Acceptance shall provide a Live Data File (as defined below) transmission to the Backup Servicer, which shall include the Loan and Contract master file, the transaction history file and all other files necessary to carry out the Service-Related Activities received in connection herewith (the "Live Data Files"). The Backup Servicer shall convert the Live Data Files to its internal systems, and no later than five (5) Business Days after the receipt thereof, shall confirm in writing to Credit Acceptance the accuracy and completeness of the conversion; provided, however, that such confirmation shall not be deemed to apply to the accuracy of the Live Data Files as provided by Credit Acceptance, but shall be deemed only to apply to the accuracy of the conversion of the Live Data Files to the Backup Servicer's internal systems. In the event of any changes in format with respect to either Credit Acceptance or the Backup Servicer, Credit Acceptance and the Backup Servicer shall coordinate with each other for the replacement of the data files with files in the correct format, modified accordingly. To verify that Live Data Files have been accurately converted to the Backup Servicer's internal servicing system, the Backup Servicer will provide Credit Acceptance with such reports as are mutually agreed upon by Credit Acceptance and the Backup Servicer from time to time. Credit Acceptance reserves the right to review converted data on the Backup Servicer's system either by performing an onsite review of the Backup Servicer's systems or, at Credit Acceptance's sole expense, by having remote access to the Backup Servicer's systems.

(d) In connection with the Backup Servicer assuming the obligations of Servicer hereunder and under the Loan Agreement, Credit Acceptance agrees that it shall: (i) promptly make available to the Backup Servicer access to all records and information in the possession of Credit Acceptance related to the Loans and the Contracts as may be necessary or reasonably requested by the Backup Servicer in connection with the performance of the Backup Servicer's obligations hereunder and thereunder; and (ii) cooperate in good faith with the Backup Servicer and the Deal Agent in connection with any transition of the servicing of the Loans and Contracts to the Backup Servicer.

SECTION 2.7. Servicing Compensation. As compensation for the performance of its obligations under this Agreement and with respect to the Loan Agreement, the Backup Servicer is entitled to: (i) prior to the Assumption Date, the Backup Servicing Fee and (ii) after the

Assumption Date, the sum of: (A) the Servicing Fee, (B) any Repossession Expenses, (C) any Reliening Expenses and (D) any Transition Expenses.

SECTION 2.8. Collateral Agent's Rights. At any time following the Assumption Date:

(a) The Collateral Agent or the Backup Servicer may direct that payment of all amounts payable under any Loans or Contracts be made directly to the Backup Servicer, the Collateral Agent or its designee.

(b) The Servicer shall, (unless otherwise directed by the Collateral Agent) (i) assemble all of the records relating to the Collateral and shall make the same available to the Backup Servicer (or the Collateral Agent if so directed by the Collateral Agent) at a place selected by the Backup Servicer or the Collateral Agent, as applicable; provided, however, that the Servicer will be entitled to retain copies of all records provided pursuant to this Section 2.8(b), and (ii) segregate all cash, checks and other instruments received by it from time to time constituting Collections in a manner acceptable to the Collateral Agent and shall, promptly upon receipt but no later than one (1) Business Day after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, as directed by the Collateral Agent or the Backup Servicer.

(c) Credit Acceptance hereby authorizes the Collateral Agent and the Backup Servicer to take any and all steps in Credit Acceptance's name and on behalf of Credit Acceptance necessary or desirable, in the determination of the Backup Servicer or the Collateral Agent acting in "good faith" (as such term is defined in Article 9 of the UCC), to collect all amounts due under any and all of the Loans, including, without limitation, endorsing Credit Acceptance's name on checks and other instruments representing Collections and enforcing the Loans and Contracts; provided, however, that the Collateral Agent shall not have an affirmative obligation to carry out such duties.

SECTION 2.9. Liability of the Backup Servicer; Standard of Care.

(a) The Backup Servicer shall not be liable for its actions or omissions hereunder except for its negligence, willful misconduct or breach of this Agreement not caused by another party to this Agreement, or for any recitals, statements, representations or warranties made expressly by the Backup Servicer.

(b) The Backup Servicer shall indemnify, defend and hold harmless the Servicer and its respective officers, directors, agents and employees from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon the Servicer through the Backup Servicer's breach of this Agreement, the willful misfeasance, bad faith or negligence of the Backup Servicer in the performance of its duties under this Agreement or by reason of reckless disregard of its obligations and duties under this Agreement.

(c) The Servicer shall indemnify, defend and hold harmless the Backup Servicer and its respective officers, directors, agents and employees from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon the Backup Servicer through the

Servicer's breach of this Agreement, the willful misfeasance, bad faith or negligence of the Servicer in the performance of its duties under this Agreement or by reason of reckless disregard of its obligations and duties under this Agreement.

(d) The Backup Servicer may accept and reasonably rely on all accounting and servicing records and other documentation provided to the Backup Servicer by or at the direction of the Servicer, including documents prepared or maintained by any originator, or previous servicer, or any party providing services related to the Loans or Contracts (collectively, the "Third Party"). The Servicer agrees to indemnify (subject to the limitation provided in subsection (e) below) and hold harmless the Backup Servicer, its respective officers, employees and agents against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that the Backup Servicer may sustain in any way related to the negligence or misconduct of any Third Party with respect to the Loans or Contracts. The Backup Servicer shall have no Liability for the acts or omissions of any such Third Party or for the inaccuracy of any data provided, produced or supplied by such Third Party. If any Error exists in any information provided to the Backup Servicer and such Errors cause or materially contribute to the Backup Servicer making a Continuing Error, the Backup Servicer shall have no liability for such Continued Errors; provided, however, that this provision shall not protect the Backup Servicer against any liability which would otherwise be imposed by reason of willful misfeasance, bad faith or gross negligence in discovering or correcting any error or in the performance of its duties contemplated herein.

In the event the Backup Servicer becomes aware of Errors and/or Continued Errors which, in the opinion of the Backup Servicer, impair its ability to perform its services hereunder, the Backup Servicer shall promptly notify the Servicer and the Deal Agent of such Errors and/or Continued Errors. With the prior consent of the Servicer and the Deal Agent, the Backup Servicer may undertake to reconstruct any data or records appropriate to correct such Errors and/or Continued Errors and to prevent future Continued Errors. The Backup Servicer shall be entitled to recover its costs thereby expended from the Servicer.

(e) Indemnification under this Section shall include, without limitation, reasonable fees and expenses of counsel (including in-house counsel) and expenses of litigation. If the indemnifying party has made any indemnity payments pursuant to this Section and the recipient thereafter collects any of such amounts from others, the recipient shall promptly repay such amounts collected to the indemnifying party, together with any interest earned thereon.

(f) In performing the Service-Related Activities contemplated by this Agreement, the Backup Servicer agrees to comply in all respects with the applicable state and federal laws and will carry out such activities with the same degree of care as that provided for the Servicer under the Loan Agreement. The Backup Servicer shall maintain all state and federal licenses and franchises necessary for it to perform Service-Related Activities. The Backup Servicer shall not have any Liability for any Error or Continued Error by the Servicer, or for any error, inaccuracy or omission of the Servicer before the Backup Servicer assumes the Service-Related Activities.

(g) Neither the Backup Servicer nor any of the directors or officers or employees or agents of the Backup Servicer shall be under any liability to the Servicer or any

party to this Agreement or the Loan Agreement except as provided in this Agreement, for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement; provided, however, that this provision shall not protect the Backup Servicer or any such person against any liability that would otherwise be imposed by reason of a breach of this Agreement or willful misfeasance, bad faith or gross negligence (excluding errors in judgment) in the performance of duties, by reason of reckless disregard of obligations and duties under this Agreement or any violation of law by the Backup Servicer or such person, as the case may be. The Backup Servicer and any director, officer, employee or agent of the Backup Servicer may conclusively rely and shall be fully protected in acting or refraining from acting upon any document, certificate, instrument, opinion, notice, statement, consent, resolution, entitlement order, approval or conversation believed by it to be genuine and made by the proper person and upon the advice or opinion of counsel or other experts selected by it. The Backup Servicer shall not be liable for an error of judgment made in good faith by a Responsible Officer of the Backup Servicer, unless it shall be proven that the Backup Servicer was negligent in ascertaining the pertinent facts.

(h) The Backup Servicer shall maintain its existence and rights as a corporation under the laws of the jurisdiction of its incorporation, and will obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which the failure to so qualify would have an adverse effect on the validity or enforceability of any Contract, Dealer Agreement, this Agreement or on the ability of the Backup Servicer to perform its duties under this Agreement.

(i) The provisions of this Section shall survive the termination of this Agreement.

(j) The Backup Servicer shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

(k) The Backup Servicer may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care.

(l) To the extent that the Backup Servicer is not indemnified by the Servicer pursuant to Section 2.2 hereunder and under the Loan Agreement, such amounts shall be reimbursable by the Borrower pursuant to Section 2.7(a) of the Loan Agreement.

SECTION 2.10. Backup Servicer's Certificate. Prior to the Assumption Date, on or before 12:00 noon (New York City time) on the Business Day preceding each Payment Date, the Backup Servicer shall deliver or cause to be delivered to the Deal Agent a certificate (the "Backup Servicer's Certificate"), in form and substance satisfactory to the Deal Agent, signed by an officer of the Backup Servicer, stating that (i) the Backup Servicer has loaded the Servicer's Data File as described in Section 2.1(a) on its hardware, (ii) a review of the Monthly Report for the related Payment Date has been made under such officer's supervision, (iii) the Backup Servicer has received the Live Data File described in 2.6(c), and (iv) to such officer's knowledge, (x) the electronic media is in readable form; (y) with respect to the review and

verification set forth in Section 2.2(a) and 2.2(b), the data on the Servicer's Data File tie to the related Monthly Report resulting in no discrepancies between them, and (z) the Monthly Report does not contain any errors in accordance with the review criteria set forth in Section 2.2(a) hereunder. If the preceding statements cannot be made in the affirmative, the applicable officer shall state the nature of any and all anomalies, discrepancies and errors, and indicate all actions it is currently taking with the Servicer to reconcile and/or correct the same. Each Backup Servicer's Certificate shall be dated as of the related Determination Date. Upon the request of the Deal Agent, a Backup Servicer's Certificate shall be accompanied by copies of any third party reports relied on or obtained in connection with the Backup Servicer's duties hereunder. The Backup Servicer, with respect to the Backup Servicer's Certificate, shall not be responsible for delays attributable to the Servicer's or Borrower's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. After the Assumption Date, the Backup Servicer shall deliver the Monthly Report in accordance with Section 6.5(a) of the Loan Agreement.

SECTION 2.11. Backup Servicer's Expenses. The Backup Servicer shall be required to pay all expenses incurred by it in connection with its activities hereunder, including fees and disbursements of independent accountants, taxes imposed on the Backup Servicer and expenses incurred in connection with distributions and reports to the Servicer, the Collateral Agent and the Deal Agent. When the Backup Servicer incurs expenses after the occurrence of a Servicer Termination Event specified in Section 6.11 of the Loan Agreement, the parties hereto intend that such expenses constitute expenses of administration under the Bankruptcy Code or any other applicable Federal or State bankruptcy, insolvency or similar law.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties of the Backup Servicer. The Backup Servicer represents, warrants and covenants as of the date of execution and delivery of this Agreement:

(a) Organization and Good Standing. The Backup Servicer has been duly organized and is validly existing as a corporation in good standing under the laws of Delaware, with power, authority and legal right to own its properties and to conduct its business as such properties are currently owned and such business is currently conducted, and had at all relevant times, and now has, power, authority and legal right to enter into and perform its obligations under this Agreement or the Loan Agreement.

(b) Due qualification. The Backup Servicer is duly qualified to do business as a foreign corporation in good standing, and has obtained all necessary licenses and approvals, in all jurisdictions where the failure to do so would materially and adversely affect the performance of its obligations under this Agreement or the Loan Agreement.

(c) Power and Authority. The Backup Servicer has the power and authority to execute and deliver this Agreement and to carry out the terms hereof; and the execution, delivery and performance of this Agreement have been duly authorized by the Backup Servicer by all necessary corporate action.

(d) Binding Obligation. This Agreement shall constitute the legal, valid and binding obligation of the Backup Servicer enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Violation. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the fulfillment of the terms hereof, shall not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time, or both) a default under, the certificate of incorporation or bylaws of the Backup Servicer, or any indenture, agreement, mortgage, deed of trust or other instrument to which the Backup Servicer is a party or by which it is bound, or result in the creation or imposition of any lien upon any of its properties pursuant to the terms of any such indenture, agreement, mortgage, deed of trust or other instrument, other than this Agreement, or violate any law, order, rule or regulation applicable to the Backup Servicer of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Backup Servicer or any of its properties.

(f) No Proceedings. There are no proceedings or investigations pending or, to the Backup Servicer's knowledge, threatened against the Backup Servicer, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over the Backup Servicer or its properties: (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that might materially and adversely affect the performance by the Backup Servicer of its obligations under, or the validity or enforceability of, this Agreement.

(g) The Backup Servicer is not required to obtain the consent of any other party or any consent, license, approval or authorization, or registration or declaration with, any governmental authority, bureau or agency in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

(h) Facilities. The Backup Servicer has adequate facilities and employees in place to handle the following, in accordance with its Collection Guidelines, including, but not limited to: (i) customer service inquiries/responsibilities; (ii) collections on delinquent and charged-off accounts; (iii) insurance monitoring and the making of claims with respect thereto; (iv) creating the Monthly Reports; (v) repossession and other legal actions; (vi) statements to performing accounts and other correspondence; (vii) reconciliation of dealer holdback payments; (viii) inventory management; (ix) maintenance of lock-box accounts; (x) electronic skip tracing; and (xi) document storage and title maintenance.

(i) The Backup Servicer shall take all actions it deems necessary to commence servicing within 30 days of receipt of written notice from the Deal Agent, including without limitation, hiring and training new personnel and purchasing any necessary equipment.

(j) The Backup Servicer will keep gateways, hardware, software, systems and the interface used to fulfill its obligations hereunder up-to-date as necessary to ensure continuing compatibility with Credit Acceptance's systems, utilized by Credit Acceptance in its capacity as Servicer, and otherwise maintain a technology platform that will enable the Backup Servicer to fulfill its obligations at all times, provided that the Backup Servicer will not be responsible for ensuring compatibility with systems changed or modified by Credit Acceptance unless Credit Acceptance notifies the Backup Servicer of such changes or modifications.

(k) The Backup Servicer and all of its employees performing the services described hereunder will perform such services in accordance with industry standards applicable to the performance of such services, and with the same degree of care as it applies to the performance of such services for any assets which the Backup Servicer holds for its own account.

(l) Upon a Backup Servicer Event of Default, the Backup Servicer shall promptly notify the Deal Agent that a Backup Servicer Event of Default has occurred.

ARTICLE 4
TERMINATION

SECTION 4.1. Backup Servicer Event of Default.

For purposes of this Agreement, any of the following shall constitute a "Backup Servicer Event of Default":

(a) Failure on the part of the Backup Servicer duly to observe or perform in any material respect any covenant or agreement of the Backup Servicer set forth in this Agreement, which failure continues unremedied for a period of 30 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Backup Servicer by the Deal Agent.

(b) Any failure by the Backup Servicer (x) after the Assumption Date to deposit to the Collection Account any amount required to be deposited by the Servicer (except for any amounts required to be deposited by the Servicer under Section 4.5 of the Loan Agreement) and such failure shall continue unremedied for a period of two (2) days or (y) to deliver to the Deal Agent the Backup Servicer's Certificate one (1) Business Day prior to the related Payment Date that shall continue unremedied for a period of one (1) Business Day.

(c) The entry of a decree or order by a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator, receiver, or liquidator for the Backup Servicer in any insolvency, readjustment of debt, marshalling of assets and liabilities, or similar proceedings, or for the winding up or liquidation of its respective affairs, and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days or the entry of any decree or order for relief in respect of the Backup Servicer under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, or similar law, whether now or hereafter in effect, which decree or order for relief continues unstayed and in effect for a period of 60 consecutive days.

(d) The consent by the Backup Servicer to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities, or similar proceedings of or relating to the Backup Servicer or relating to substantially all of its property; or the admission by the Backup Servicer in writing of its inability to pay its debts generally as they become due, the filing by the Backup Servicer of a petition to take advantage of any applicable insolvency or reorganization statute, the making by the Backup Servicer of an assignment for the benefit of its creditors, or the voluntarily suspension by the Backup Servicer of payment of its obligations.

(e) Any representation, warranty or statement of the Backup Servicer made in this Agreement or any certificate, report or other writing delivered by the Backup Servicer pursuant hereto shall prove to be incorrect in any material respect as of the time when the same shall have been made and, within 30 days after written notice thereof shall have been given to the Backup Servicer by the Deal Agent, the circumstances or condition in respect of which such representation, warranty or statement was incorrect shall not have been eliminated or otherwise cured.

SECTION 4.2. Consequences of a Backup Servicer Event of Default.

If a Backup Servicer Event of Default has occurred and is continuing, the Deal Agent may, by notice given in writing to the Backup Servicer, terminate all of the rights and obligations of the Backup Servicer under this Agreement. On or after the receipt by the Backup Servicer of such written notice, all authority, power, obligations and responsibilities of the Backup Servicer under this Agreement shall be terminated. The terminated Backup Servicer agrees to cooperate with the Deal Agent in effecting the termination of the responsibilities and rights of the terminated Backup Servicer under this Agreement.

SECTION 4.3. Backup Servicing Termination.

Prior to the time the Backup Servicer receives a notice from the Deal Agent that the Backup Servicer will become the Servicer, the Backup Servicer may terminate this Agreement for any reason in its sole judgment and discretion upon delivery of 90 days advance written notice to the Deal Agent of such termination.

SECTION 4.4. Return of Confidential Information.

Upon termination of this Agreement, the Backup Servicer shall, at the direction of the Deal Agent, promptly return all written confidential information and any related electronic and written files and correspondence in its possession as are related to this Agreement and the Service-Related Activities contemplated hereunder.

SECTION 4.5. Access to Facilities and Information.

The Backup Servicer shall provide reasonable access to its facilities and assistance to any Successor Servicer or other party assuming the servicing responsibilities, provided, however, that such access shall not unreasonably interfere with the Backup Servicer conducting its day to day operations. The Backup Servicer will furnish to the Deal Agent, any Liquidity Agent or the Collateral Agent, as applicable, promptly, from time to time, such other

information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Backup Servicer as the Deal Agent, any Liquidity Agent or the Collateral Agent may from time to time reasonably request in order to protect the interests of the Collateral Agent or the Secured Parties under or as contemplated by this Agreement or the Loan Agreement.

ARTICLE 5
MISCELLANEOUS

SECTION 5.1. Notices, Etc.

(a) On and after the Assumption Date, the Borrower, the Collateral Agent, Credit Acceptance and the Deal Agent hereby agree to provide to the Backup Servicer all notices required to be provided to the Servicer pursuant to the Loan Agreement and the other Transaction Documents, as well as a hard copy sent by a nationally recognized courier service with item tracking capability.

(b) Except where telephonic instructions or notices are authorized herein to be given, all notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be sent by facsimile transmission with a confirmation of the receipt thereof and shall be deemed to be given for purposes of this Agreement on the day that the receipt of such facsimile transmission is confirmed in accordance with the provisions of this Section 5.1. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section, notices, demands, instructions (including payment instructions) and other communications in writing shall be given to or made upon the respective parties hereto at their respective addresses and accounts indicated below, and, in the case of telephonic instructions or notices, by calling the telephone number or numbers indicated for such party below:

If to the Servicer:

Credit Acceptance Corporation
Silver Triangle Building
25505 West Twelve Mile Road, Suite 3000
Southfield, Michigan 48034-8339
Attention: James D. Murray, Jr.
Telephone: (248) 353-2400 (ext. 884)
Telecopy: (248) 827-8542

If to the Deal Agent:

Wachovia Capital Markets, LLC
One Wachovia Center
Charlotte, North Carolina 28288-0610
Attention: Conduit Administration
Facsimile No.: (704) 383-9579
Telephone No.: (704) 383-9343

If to the Collateral Agent:

Wachovia Capital Markets, LLC
One Wachovia Center
Charlotte, North Carolina 28288-0610
Attention: Conduit Administration
Facsimile No.: (704) 383-9579
Telephone No.: (704) 383-9343

If to the Backup Servicer:

Systems & Services Technologies, Inc.
4315 Pickett Road
St. Joseph, MO 64503
Attention: John Chappell, President and Joseph Booz,
Executive Vice President/General Counsel
Telephone: (816) 671-2022
Telecopy: (816) 671-2029

SECTION 5.2. Successors and Assigns. This Agreement shall be binding upon the Backup Servicer, and shall inure to the benefit of the Collateral Agent, the Lenders, the Deal Agent, the Investors, the Liquidity Agent and their respective successors and permitted assigns; provided that the Backup Servicer shall not assign any of its rights or obligations hereunder without the prior written consent of the Deal Agent, and any such assignment in contradiction of the foregoing shall be null and void.

SECTION 5.3. No Bankruptcy Petition Against the Borrower.

(a) Each of the parties hereto hereby agrees that it will not institute against, or join any other Person in instituting against any CP Conduit any Insolvency Proceeding so long as any commercial paper issued by such CP Conduit shall be outstanding and there shall not have elapsed one year and one day since the last day on which any such commercial paper shall have been outstanding.

(b) Each of the parties hereto (other than the Deal Agent) hereby agrees that it will not institute against, or join any other Person in instituting against the Borrower any Insolvency Proceeding so long as there shall not have elapsed one year and one day since the Collection Date.

SECTION 5.4. Severability Clause. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 5.5. Amendments. This Agreement and the rights and obligations of the parties hereunder may not be changed orally but only by an instrument in writing signed by the parties hereto.

SECTION 5.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

SECTION 5.7. Counterparts. This Agreement may be executed in any number of copies, and by the different parties hereto on the same or separate counterparts, each of which shall be deemed to be an original instrument.

SECTION 5.8. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

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IN WITNESS WHEREOF, the Servicer, the Deal Agent, the Collateral Agent, the Backup Servicer and the Borrower have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CREDIT ACCEPTANCE CORPORATION,
as Servicer

By: /S/ Douglas W. Busk

Name: Douglas W. Busk
Title: Treasurer & Chief Financial Officer

WACHOVIA CAPITAL MARKETS, LLC,
as Deal Agent and Collateral Agent

By: /S/ Prakash D. Wadhwani

Name: Prakash D. Wadhwani
Title: Vice President

SYSTEM & SERVICES TECHNOLOGIES, INC.,
as Backup Servicer

By: /S/ Joseph D. Booz

Name: Joseph D. Booz
Title: EVP/General Counsel

CAC WAREHOUSE FUNDING CORPORATION II,
as Borrower

By: /S/ Douglas W. Busk

Name: Douglas W. Busk
Title: Vice President - Finance & Treasurer

INTERCREDITOR AGREEMENT

This Intercreditor Agreement (this "Agreement"), dated September __, 2003, is among Credit Acceptance Corporation ("CAC"), CAC Warehouse Funding Corporation II ("Funding"), Credit Acceptance Funding LLC 2003-1, Credit Acceptance Auto Dealer Loan Trust 2003-1 (the "2003-1 Trust"), Wachovia Capital Markets, LLC, as deal agent and collateral agent under the Wachovia Securitization Documents (as hereinafter defined) ("Wachovia"), JPMorgan Chase Bank, as trustee under the 2003-1 Securitization Documents (as hereinafter defined) (the "Trustee"), Comerica Bank, as agent under the CAC Credit Facility Documents (as hereinafter defined) ("Comerica"), and each other creditor who becomes a party hereto after the date hereof.

BACKGROUND

A. Pursuant to the terms of the various Dealer Agreements between CAC and the Dealers, Collections from a particular Pool are first used to pay certain collection costs, CAC's servicing fee and to pay back the Pool's Advance balance. After the Advance balance under such Pool has been reduced to zero, the Dealer to whom the Pool relates has a contractual right under the related Dealer Agreement to receive a portion of any further Collections with respect to the Pool (such portion of further Collections otherwise payable to the Dealer is referred to herein as "Back-end Dealer Payments"), subject to CAC's right of offset as described in paragraph F below.

B. CAC has granted a security interest in CAC's rights with respect to its Pools (to the extent not released) and related assets generally under the CAC Credit Facility Documents to Comerica, as collateral agent for the banks which are parties thereto.

C. CAC and the Trustee have entered into a transaction as set forth in the 2003-1 Securitization Documents (the "2003-1 Securitization") pursuant to which the security interest with respect to certain specifically identified Pools and related assets was released by Comerica (and will be released by Comerica during the revolving period under the 2003-1 Securitization Documents), CAC sold and contributed (and will contribute) such Pools and related assets to its wholly-owned subsidiary, Credit Acceptance Funding LLC 2003-1, who subsequently sold (and will sell) such Pools and related assets to the 2003-1 Trust, a trust the depositor of which is Credit Acceptance Funding LLC 2003-1, and the 2003-1 Trust granted (and is granting) the Trustee a security interest in its right, title and interest in and to such Pools and related assets (such Pools and related assets are referred to herein as the "2003-1 Pools").

D. CAC, Wachovia and certain other parties are entering into a transaction as set forth in the Wachovia Securitization Documents (the "Wachovia Securitization") pursuant to which the security interest with respect to certain specifically identified Pools and related assets is being (and during the revolving period under the Wachovia Securitization Documents will be) released by Comerica, CAC is (and will be) contributing such Pools and related assets to its wholly-owned subsidiary, Funding, and Funding is granting Wachovia, in its capacity as collateral agent, a security interest in Funding's rights to such Pools and related assets (such Pools and related assets are referred to herein as the "Wachovia Pools").

E. Comerica retains a security interest in Pools and related assets which has not been and will not be released, and has not been and will not be granted to the Trustee, pursuant to the 2003-1 Securitization, and which security interest will not be released pursuant to the Wachovia Securitization (such unreleased Pools and related assets are referred to herein as the "Comerica Pools").

F. The Dealer Agreements permit CAC and its assignees, under certain circumstances, to set off any Collections received with respect to any Pool of a Dealer against Advances under other Pools of that Dealer and such set off rights are authorized and permitted under the 2003-1 Securitization Documents and the Wachovia Securitization Documents.

G. The parties hereto acknowledge that the rights of CAC or its assigns, pursuant to the Dealer Agreements, to set off Collections received with respect to a Pool against the outstanding balance under any other Pool are not intended, and should not be permitted, to be used to prejudice the collateral position of any of the parties hereto, and therefore the exercise of such rights should be limited to Back-end Dealer Payments.

In consideration of the mutual premises and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

1. Confirmation. Notwithstanding any statement or provision contained in the Financing Documents or otherwise to the contrary, and irrespective of the time, order or method of attachment or perfection of security interests granted pursuant to the Financing Documents, respectively, or the time or order of filing or recording of any financing statements, or other notices of security interests, liens or other interests granted pursuant to the Financing Documents, respectively, or the giving of or failure to give notice of the acquisition or expected acquisition of purchase money or other security interests, and irrespective of anything contained in any filing or agreement to which any Creditor may now or hereafter be a party and irrespective of the ordinary rules for determining priority under the Uniform Commercial Code or under any other law governing the relative priorities of secured creditors, subject, however, to the terms and conditions of this Agreement:

(a) RELEASE BY THE TRUSTEE. The Trustee (i) releases any and all rights in and to any Collections with respect to the Comerica Pools or the Wachovia Pools or in any Back-end Dealer Payments; provided, that no release shall have been granted with respect to amounts collected under any Pools which are Back-end Dealer Payments that have been set off by CAC or by Comerica pursuant to the CAC Credit Facility Documents against amounts owing under the 2003-1 Pools, and (ii) relinquishes all rights it has or may have to require CAC, individually or as servicer, any successor servicer or Credit Acceptance Funding LLC 2003-1 or Credit Acceptance Auto Dealer Loan Trust 2003-1 to use Collections on its behalf contrary to clause (a)(i). The 2003-1 Trust agrees that the lien and security interest granted to the Trustee pursuant to the 2003-1 Securitization Documents to which it is a party does not and shall not attach to any Comerica Pools or Wachovia Pools (or related Collections) or to any Back-end Dealer Payments and shall not assert any claim thereto.

(b) RELEASE BY WACHOVIA. Wachovia, as the collateral agent, (i) releases any and all rights in and to any Collections with respect to the Comerica Pools or the 2003-1 Pools or in any Back-end Dealer Payments; provided, that no release shall have been granted with respect to amounts collected under any Pools which are Back-end Dealer Payments that have been set off by CAC or by Comerica pursuant to the CAC Credit Facility Documents against amounts owing under the Wachovia Pools, and (ii) relinquishes all rights it has or may have to require CAC, individually or as servicer, any successor servicer or Funding to use Collections on its behalf contrary to clause (b)(i). Wachovia, as collateral agent, agrees that the lien and security interest granted to it pursuant to the Loan and Security Agreement does not and shall not attach to any Comerica Pools or 2003-1 Pools (or related Collections) or to any Back-end Dealer Payments and shall not assert any claim thereto.

(c) RELEASE BY COMERICA. Comerica (i) releases any and all rights in and to any Collections with respect to the Wachovia Pools and the 2003-1 Pools, other than amounts collected under the Wachovia Pools or the 2003-1 Pools which are owed to Dealers as Back-end Dealer Payments and which are subject to set off by CAC pursuant to the related Dealer Agreement and which have not been set off by CAC or by Comerica pursuant to the CAC Credit Facility Documents against amounts owing under the Wachovia Pools or the 2003-1 Pools, and (ii) relinquishes all rights it has or may have to require CAC, individually or as servicer, or any successor servicer to use Collections on its behalf contrary to clause (c)(i) above. Except for Back-end Dealer Payments to the extent provided in clause (c)(i) above, Comerica agrees that the lien and security interest granted to it pursuant to the CAC Credit Facility Documents does not and shall not attach to any Wachovia Pools or 2003-1 Pools and shall not assert any claim against the Wachovia Pools or the 2003-1 Pools or Collections related thereto.

2. Covenant of the CAC Entities.

(a) Each of the CAC Entities covenants that it shall not use any right it may have under the Dealer Agreements, whether at the direction of Comerica, Wachovia or the Trustee or otherwise, to set off any Collections, other than amounts which are owed to Dealers as Back-end Dealer Payments, from one Pool against amounts owed under another Pool encumbered in favor of another Creditor.

(b) Each of the CAC Entities covenants that it will require any other person or entity which hereafter acquires any security interest in the Pools, Dealer Agreements and related assets from a CAC Entity to become parties to this Agreement by executing an amendment or acknowledgment, in form and substance reasonably satisfactory to CAC and the Creditors, by which such persons or entities agree to be bound by the terms of this Agreement, and delivering such signed amendment or acknowledgement hereof to each of the CAC Entities and the Creditors; provided, however, that in the event the amount owed by the CAC Entities to any Creditor shall be reduced to zero and such Creditor shall have no obligation or agreement to make any further advances to any CAC Entity, such Creditor shall have no rights under this Section 2(b).

3. Turnover of Proceeds. The parties hereto agree that if, at any time, a Creditor (a "Receiving Creditor") (x) receives any payment, distribution, security or the proceeds thereof to which another Creditor or Creditors shall, under the terms of Section 1 of this Agreement, be

entitled and (y) the Receiving Creditor either (A) had actual knowledge, at the time of such receipt, that such payment, distribution or proceeds were wrongfully received by it or (B) another Creditor or Creditors shall have given written notice to the Receiving Creditor, prior to such receipt, of its good faith belief that such payments, distributions or proceeds are being misapplied, and such notice contains evidence reasonably satisfactory to the Receiving Creditor of such misapplication, then such Receiving Creditor shall receive and hold the same separately and in trust for the benefit of, and shall forthwith pay over and deliver the same to the relevant Creditor. For purposes of the foregoing, the actual knowledge of the Trustee shall be determined based on the actual knowledge of the Trustee's Responsible Officers (as defined in the Indenture dated as of June 27, 2003 between the Trustee and the 2003-1 Trust), it being understood that each such Responsible Officer shall have no duty to make any inquiry regarding the propriety of any payment, distribution or proceeds.

4. Further Assurances. Each Creditor and CAC Entity agrees that it shall be bound by all of the provisions of this Agreement. Without limiting any other provision hereof, each of the Creditors and CAC Entities agrees that it will promptly execute such instruments, notices or other documents as may be reasonably requested in writing by any party hereto for the purpose of confirming the provisions of this Agreement or better effectuating the intent hereof. CAC will reimburse each Creditor for all reasonable expenses incurred by such Creditor pursuant to this Section 4.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without regard to its conflicts of laws rules. Each of the parties hereto agrees to the non-exclusive jurisdiction of any federal court located within the State of New York. Each of the Parties hereto hereby waives any objection based on forum non conveniens and any objection to venue of any action instituted hereunder in any of the aforementioned courts, and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

6. Counterparts. This Agreement may be executed in two or more counterparts including facsimile transmission thereof (and by different parties on separate counterparts), each of which shall be an original, but all of which together shall constitute one of the same instrument.

7. Severability. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

8. No Proceedings. Each of the parties hereto hereby agrees that it will not institute against, or join any other person in instituting against Funding, Credit Acceptance Funding LLC 2003-1 or Credit Acceptance Auto Dealer Loan Trust 2003-1, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any federal or state bankruptcy or similar law so long as there shall not have elapsed one year and one day after there are no remaining amounts owed to any of the Creditors by any of the CAC Entities pursuant to the Wachovia Securitization Documents and the 2003-1 Securitization Documents.

9. Amendment. This Agreement and the rights and obligations of the parties hereunder may not be changed orally, but only by an instrument in writing executed by all of the parties hereto; provided further that if the amount owed by the CAC Entities to any Creditor shall be reduced to zero and such Creditor shall have no obligation or agreement to make any further advances to any CAC Entity, this Agreement may be amended by the other parties hereto without the consent of such Creditor.

10. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in Appendix A attached hereto and made part of this Agreement.

11. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

12. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, including any successor or assignor trustee under the 2003-1 Securitization Documents.

13. Notices. Except as otherwise provided herein, all notices or demand hereunder to the parties hereto shall be sufficient if made in writing, and either: (i) sent via certified or registered mail (or the equivalent thereof), postage prepaid, (ii) delivered by messenger or overnight courier, or (iii) transmitted via facsimile with a confirmation of the receipt thereof. Notice shall be deemed to be given for purposes of this Agreement on the day of receipt. Unless otherwise specified in a notice sent or delivered in accordance with the foregoing provisions of this Section, notices, demands and other communications in writing shall be given to or made upon the respective parties hereto: (a) in the case of any of the CAC Entities, to Silver Triangle Building, 25505 West Twelve Mile Road, Southfield, Michigan 48034-8339, Attention: James D. Murray, Jr., telephone: (248) 353-2700 (ext. 884), facsimile: (248) 827-8542; (b) in the case of Wachovia, to One Wachovia Center, 301 South College Street, Charlotte, North Carolina 28288-0610, Attention: Conduit Administration, telephone: (704) 383-9343, facsimile: (704) 383-9579; (c) in the case of the Trustee, to its Corporate Trust Office, 4 New York Plaza, 6th Floor, New York, NY 10004, Attention: Institutional Trust Services/Structured Finance, telephone: (212) 623-5600, facsimile: (212) 623-5932; and (d) in the case of Comerica, to One Detroit Center, 6th Floor, 500 Woodward Avenue, Detroit, Michigan 48226, Attention: Scott Dorn, telephone: (313) 222-5868, facsimile: (313) 222-7475.

14. Termination. Each party's rights and obligations under this agreement shall terminate at the time all amounts due to or owed by such party have been paid in full and such party's applicable Financing Documents have been terminated so long as each party whose rights and obligations are subject to termination pursuant to this Section 14 (i) has no actual knowledge or written notice of payments, distributions, security or the proceeds thereof to which another Creditor or Creditors is entitled, as provided in Section 3 hereof, and (ii) has not received a written notice from the Agent under the CAC Credit Facility Documents that there is a Default or an Event of Default (as such terms are defined therein) at the time of the termination of the applicable Financing Documents.

15. Termination of Prior Agreement. This Agreement is intended to supersede the Prior Agreement in its entirety. Each of Comerica, Wachovia and the CAC Entities that were

parties to the Prior Agreement further acknowledge and agree that, as among themselves, this Agreement supersedes the Prior Agreement with respect to their rights as against each other and that this Agreement shall govern their rights against each other and the other parties hereto.

[signature page follows]

This Intercreditor Agreement has been executed and delivered by the parties hereto on _____________, 2003.

CREDIT ACCEPTANCE CORPORATION

/s/ Douglas W. Busk
- --------------------------------
BY: Douglas W. Busk
TITLE: Treasurer and Chief Financial Officer

WACHOVIA CAPITAL MARKETS, LLC, AS AGENT

/s/ Prakash B. Wadhwani

BY: Prakash B. Wadhwani
TITLE: Vice President

JPMORGAN CHASE BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE

/s/ Daniel C. Brown, Jr.
- --------------------------------
BY: Daniel C. Brown, Jr.
TITLE: Vice President

COMERICA BANK, AS AGENT

/s/ Scott Dorn

BY: Scott Dorn
TITLE: AVP

CAC WAREHOUSE FUNDING CORPORATION II

/s/ Douglas W. Busk
- --------------------------------
BY: Douglas W. Busk
TITLE: Vice President - Finance & Treasurer

CREDIT ACCEPTANCE FUNDING LLC 2003-1

/s/ Douglas W. Busk

BY: Douglas W. Busk
TITLE: V.P. - Finance & Treasurer

CREDIT ACCEPTANCE AUTO DEALER LOAN TRUST 2003-1

BY: WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE

/s/ Sterling C. Correia
- --------------------------------
BY: Sterling C. Correia
TITLE: Vice President

[Signature Page to Intercreditor Agreement]

APPENDIX A

DEFINITIONS

2003-1 Securitization Documents: The Sale and Serving Agreement dated as of June 27, 2003 among Credit Acceptance Auto Dealer Loan Trust 2003-1, Credit Acceptance Funding LLC 2003-1, CAC, the Trustee, and Systems & Services Technologies, Inc., the Indenture dated as of June 27, 2003 between the Trustee and the 2003-1 Trust, and the documents related thereto.

Advance: Amounts advanced to a Dealer upon the acceptance of a Contract by CAC pursuant to a Dealer Agreement.

CAC Credit Facility Documents: The Second Amended and Restated Credit Acceptance Corporation Credit Agreement, dated as of June 9, 2003, as amended, by and among the Banks signatory thereto, Comerica Bank, CAC, Credit Acceptance Corporation UK Limited, CAC of Canada Limited and Credit Acceptance Corporation Ireland Limited and the documents related thereto.

CAC Entities: Each of CAC, CAC Warehouse Funding Corporation II, Credit Acceptance Funding LLC 2003-1 and Credit Acceptance Auto Dealer Loan Trust 2003-1.

Collections: All money, amounts or other payments received or collected by CAC, individually or as servicer, or any successor servicer or any other CAC Entity with respect to a Contract in the form of cash, checks, wire transfers or other form of payment in accordance with the Contracts or the Dealer Agreements, including, without limitation, with respect to a Pool amounts collected under any other Pool which are Back-end Dealer Payments that have been set off by CAC or by Comerica pursuant to the CAC Credit Facility Documents, against amounts owing under such Pool.

Contract: A retail installment contract for the sale of new or used motor vehicles assigned outright by Dealers to CAC or a subsidiary of CAC or written by Dealers in the name of CAC or a subsidiary of CAC (and funded by CAC or such subsidiary) or assigned by Dealers to CAC or a subsidiary of CAC, as nominee for the Dealer, for administration, servicing, and Collection, in each case pursuant to an applicable Dealer Agreement.

Creditor: Each of Comerica, Wachovia and the Trustee.

Dealer: A person engaged in the business of the retail sale or lease of new or used motor vehicles, including both businesses exclusively selling used motor vehicles and businesses principally selling new motor vehicles, but having a used vehicle department, including any such person which constitutes an affiliate of CAC.

Dealer Agreement: The sales and/or servicing agreements between CAC or its subsidiaries and a participating Dealer which sets forth the terms and conditions under which CAC or its subsidiaries (i) accepts, as nominee for such Dealer, the assignment of Contracts for purposes of administration, servicing and collection and under which CAC

or its subsidiary may make Advances to such Dealers and (ii) accepts outright assignments of Contracts from Dealers or funds Contracts originated by such Dealer in the name of CAC or any of its subsidiaries, in each case as such agreements may be in effect from time to time.

Financing Documents: The CAC Credit Facility Documents, the Wachovia Securitization Documents and the 2003-1 Securitization Documents.

Pool: A grouping on the books and records of CAC or any of its subsidiaries of Advances, Contracts originated or to be originated with CAC or any of its subsidiaries by a Dealer and bearing the same pool identification number assigned by CAC's computer system.

Prior Agreement: The Intercreditor Agreement dated June 27, 2003 among CAC, CAC Warehouse Funding Corp., Credit Acceptance Funding LLC 2003-1, Credit Acceptance Auto Dealer Loan Trust 2003-1, Wachovia, the Trustee and Comerica.

Wachovia Securitization Documents: The Loan and Security Agreement dated as of September ___, 2003 among CAC Warehouse Funding Corporation II, CAC, Wachovia Bank, National Association, Variable Funding Capital Corporation, Wachovia Capital Markets, LLC as collateral agent and deal agent, and Systems & Services Technologies, Inc. and the other parties from time to time party thereto, and the documents related thereto.

EXHIBIT 31(a)

I, Brett A. Roberts, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Credit Acceptance Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 14, 2003

/S/ Brett A. Roberts
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Brett A. Roberts
Chief Executive Officer

EXHIBIT 31(b)

I, Douglas W. Busk, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Credit Acceptance Corporation (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

November 14, 2003

/S/ Douglas W. Busk

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Douglas W. Busk
Chief Financial Officer

EXHIBIT 32(a)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Credit Acceptance Corporation (the "Company") on Form 10-Q for the period ending September 30, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brett A. Roberts, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Brett A. Roberts
- --------------------

Brett A. Roberts
- ----------------
Chief Executive Officer
November 14, 2003

EXHIBIT 32(b)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Credit Acceptance Corporation (the "Company") on Form 10-Q for the period ending September 30, 2003 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Douglas W. Busk, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

/s/ Douglas W. Busk
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Douglas W. Busk
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Chief Financial Officer
November 14, 2003