

FORM OF MEMBERSHIP AGREEMENT

MEMBERSHIP AGREEMENT (the "Agreement"), dated _____, 20____, by and between GOLD CROWN MANAGERS ACCEPTANCE CORP., a Delaware non-stock corporation ("Crown MAC") and _____ (the "Member").

RECITALS

(1) Crown MAC was formed for the purpose of making loans to qualifying members of Crown MAC, or loans guaranteed by Gold Crown Retailers;

(2) It is a condition to becoming a member of Crown MAC that each applicant for membership make the Member Representations and Warranties and agree to be bound by the terms and conditions of membership in Crown MAC; and

(3) _____ wishes to become a member of Crown MAC.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Member hereby agrees with Crown MAC as follows:

SECTION 1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in Annex X hereto, which is incorporated by reference.

SECTION 2. Membership. Upon execution and delivery of this Membership Agreement, the Member shall become a member of Crown MAC entitled to the rights and benefits of membership and subject to the obligations of membership provided in this Agreement and in the Certificate of Incorporation and By-Laws of Crown MAC.

SECTION 3. Representations and Warranties. The Member hereby makes the Member Representations and Warranties to Crown MAC. See Exhibit I.

SECTION 4. Termination of Membership by Crown MAC. Upon the occurrence of any of the events described below (each a "Member Termination Event"), Crown MAC may terminate the Member's membership in Crown MAC.

(a) The discovery by Crown MAC of a breach of any of the Member Representations and Warranties as of the time such representation and warranty was made and the continued unremedied breach thereof for a period of five Business Days or more after notice of such breach is delivered by Crown MAC to the Member.

(b) The failure by the Member to comply with any of its obligations or covenants hereunder or under the Retailer Credit Agreement, which failure continues unremedied for a period of five Business Days or more after notice thereof is delivered by Crown MAC to the Member.

(c) The failure by the Member to meet any of the eligibility requirements for membership in Crown MAC.

(d) The attempt by the Member to transfer its membership in Crown MAC.

SECTION 5. Voluntary Withdrawal by Member. The Member may voluntarily withdraw its membership in Crown MAC at any time upon sixty (60) days' prior notice, provided the Member shall have satisfied and fulfilled all of its obligations and covenants hereunder and under the Retailer Credit Agreement, including any obligation to prepay the loan thereunder.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the date first written above.

GOLD CROWN MANAGERS ACCEPTANCE
CORP.

By: Freedom Services Financial Group, LLC,
as Administrator

By: _____
Name: _____
Title: _____
Address: Freedom Services Financial Group, LLC
921 Park Drive, Suite A
Lake Geneva, WI 53147

[Member]

By: _____
Name: _____
Title: _____
Address: _____

EXHIBIT I

Member Representations and Warranties

(a) If the Member is not an individual, the Member is duly organized, validly existing and in good standing under the laws of the state of _____ and is qualified to do business, and is in good standing, in every jurisdiction where the nature of its business requires it to be so qualified, except where the failure so to qualify has no reasonable likelihood of having a materially adverse effect on its financial condition or results of operations.

(b) The execution, delivery and performance by the Member of this Agreement are within the Member's powers, have been duly authorized by all necessary action, do not contravene (i) the Member's organizational or constituent documents if the Member is not an individual or (ii) any law or any contractual restriction binding on or affecting the Member, and do not result in or require the creation of any adverse claim upon or with respect to any of the Member's properties.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Member of this Agreement.

(d) This Agreement is the legal, valid and binding obligation of the Member enforceable against the Member in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws or equitable principles relating to or limiting creditors' rights generally.

(e) There is no pending or threatened action or proceeding affecting the Member or, if the Member is not an individual, any of its subsidiaries, before any court, governmental agency or arbitrator which has a reasonable likelihood of materially adversely affecting (i) the financial condition or operations of the Member or, if the Member is not an individual, any of its subsidiaries taken as a whole, or (ii) the ability of the Member to perform its obligations under this Agreement, or which purports to affect the legality, validity or enforceability of this Agreement.

(f) The Member has received and reviewed a copy of the Certificate of Incorporation and By-Laws of Crown MAC, and has been afforded adequate opportunity to ask such questions and to review such other documents and information as the Member has deemed necessary in determining to become a member of Crown MAC.

(g) The Member is a Gold Crown Retailer in good standing.

(h) The Member hereby represents that he has received a copy of and has reviewed Article II, Sections 8 and 9, and Article III of the By-laws of the Company, which describe the manner in which the Company may make patronage distributions to its patrons and indicate the Member's consent to include distributions with respect to the Member's patronage with the Company and the face amount of any per-unit retain certificates issued to the Member by the Company in the income of the Member for federal income tax purposes. The Member hereby acknowledges that it understands that by executing this Membership Agreement, the Member has consented to take into account in its federal income tax return (A) both cash and noncash

distributions (referred to as qualified written notices of allocation) related to the Member's patronage with Crown MAC and (B) the face amount of any per-unit retain certificates issued to such Member, in each case, as representing a cash distribution which such Member has constructively received and has reinvested in the Crown MAC, as more fully described in the Crown MAC's By-Laws.

(i) The Member otherwise meets the requirements for eligibility for membership in Crown MAC set forth in Article I, Section 2 of the By-Laws of Crown MAC.

Covenants. The Member hereby agrees with Crown MAC:

(a) To promptly pay when due all interest, fees and other charges imposed upon the Member under any Retailer Credit Agreement with Crown MAC to which the Member becomes a party (the "Retailer Credit Agreement") together with any interest thereon in accordance with the Retailer Credit Agreement.

(b) To otherwise comply in all respects with the duties and obligations of the Member under the Retailer Credit Agreement.

(c) If the Member is a partnership or corporation, to deliver, on or before January 1, of each year, to such person as the Crown MAC Board of Directors shall direct, a certificate of the general partner, an executive or chief financial officer, as applicable, of the Member confirming the representations and warranties set forth in this Agreement, as it may be amended from time to time.

(d) That the Member will not institute against, cause or join with any other Person in instituting against Crown MAC any Involuntary Insolvency Proceeding or Voluntary Insolvency Proceedings (as defined below).

"Involuntary Insolvency Proceeding" shall mean that an involuntary proceeding or an involuntary petition shall be commenced or filed against Crown MAC under any bankruptcy, insolvency, or similar law or seeking the dissolution or reorganization of Crown MAC or the appointment of a receiver, trustee, custodian or liquidator for Crown MAC, or any writ, order, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial part of the property, assets or business of Crown MAC.

"Voluntary Insolvency Proceeding" shall mean that either: (a) an order for relief under Title 11 of the United States Code shall be entered in a case in which Crown MAC is a debtor, or Crown MAC shall become insolvent or generally fail to pay, or admit in writing its inability to pay, its debts as they become due, or shall voluntarily commence any proceeding or file any petition under any bankruptcy, insolvency or similar law or shall seek dissolution or reorganization or the appointment of a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, assets or business or to effect a plan or other arrangement with its creditors, or shall file any answer admitting the jurisdiction of the court and the material allegations of an involuntary petition filed against it in any bankruptcy, insolvency or similar proceeding, or shall be adjudicated bankrupt, or shall mean a general assignment for the benefit of creditors, or shall consent to, or acquiesce in the appointment of, a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, assets or business; or (b) if the Member is a corporation, corporate action shall be taken by Crown MAC for the purpose of effectuating any of the foregoing.