

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): June 14, 2007

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

Michigan (State or other jurisdiction of incorporation)	000-20202 (Commission File Number)	38-1999511 (I.R.S. Employer Identification No.)
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25505 West Twelve Mile Road, Suite 3000, Southfield, Michigan (Address of principal executive offices)	48034-8339 (Zip Code)
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Registrant's telephone number, including area code: 248-353-2700

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

- (a) On June 14, 2007, the Company executed the Third Amendment (the "Amendment"), dated as of June 14, 2007, to the Fourth Amended and Restated Credit Agreement (the "Revised Credit Agreement"), dated February 7, 2006, between the Company, the Banks which are parties thereto from time to time, and Comerica Bank as Administrative Agent for the Banks. The Amendment extends the maturity of the credit facility from June 20, 2008 to June 20, 2009. The Amendment also reduces the amount of the facility from \$135 million to \$75 million because the amount of borrowings available under this facility and the Company's \$325 million warehouse facility exceed the Company's current borrowing needs. The interest rate on borrowings under the facility has been reduced from the prime rate or 1.30% over the Eurocurrency rate, at the Company's option, to the prime rate minus 1.65% or 1.25% over the Eurocurrency rate, at the Company's option. In addition, the borrowing base limitation was modified to increase the advance rate from 75% to 80% of the net book value of Dealer Loans and from 75% to 80% of the net book value of Consumer Loans purchased by the Company. The Amendment also relaxed the funded debt to tangible net worth ratio and fixed charge coverage ratio financial covenants, eliminated the minimum tangible net worth covenant and added a covenant requiring positive consolidated net income as of the end of each fiscal quarter (calculated for the two fiscal quarters then ending). The Revised Credit Agreement continues to be secured by a lien on most of the Company's assets. The Revised Credit Agreement is attached as Exhibit 4(c)(21) to this Form 8-K and incorporated herein by reference.

ITEM 8.01. OTHER EVENTS.

On June 14, 2007, the Company issued a press release announcing the execution of the Revised Credit Agreement. The press release is attached as Exhibit 99.1 to this Form 8-K and incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

- (d) Exhibits.

4(c)(19) First Amendment, dated as of September 20, 2006, to Fourth Amended and Restated Credit Agreement, dated February 7, 2006, between the Company, the Banks which are parties thereto from time to time, and Comerica Bank as Administrative Agent for the Banks

4(c)(20) Second Amendment, dated as of January 19, 2007, to Fourth Amended and Restated Credit Agreement (the "Revised Credit Agreement"), dated February 7, 2006, between the Company, the Banks which are parties thereto from time to time, and Comerica Bank as Administrative Agent for the Banks

4(c)(21) Third Amendment, dated as of June 14, 2007, to Fourth Amended and Restated Credit Agreement (the "Revised Credit Agreement"), dated February 7, 2006, between the Company, the Banks which are parties thereto from time to time, and Comerica Bank as Administrative Agent for the Banks.

99.1 Press Release dated June 14, 2007

SIGNATURES

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 hereunto duly authorized.

CREDIT ACCEPTANCE CORPORATION
(Registrant)

By: /s/ Douglas W. Busk

Douglas W. Busk
Treasurer
June 19, 2007

EXECUTION COPY

FIRST AMENDMENT
TO
FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

This FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT ("First Amendment") is made as of September 20, 2006 by and among Credit Acceptance Corporation, a Michigan corporation ("Company"), Comerica Bank and the other banks signatory hereto (individually, a "Bank" and collectively, the "Banks") and Comerica Bank, as administrative agent for the Banks (in such capacity, "Agent").

RECITALS

A. Company, Agent and the Banks entered into that certain Fourth Amended and Restated Credit Acceptance Corporation Credit Agreement dated as of February 7, 2006 (the "Credit Agreement") under which the Banks renewed and extended (or committed to extend) credit to the Company, as set forth therein.

B. The Company has requested that Agent and the Banks agree to certain amendments to the Credit Agreement and Agent and the Banks are willing to do so, but only on the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, Company, Agent and the Banks agree:

1. Section 1 of the Credit Agreement is hereby amended by amending and restating, the following definitions:

"Borrowing Base Limitation" shall mean, as of any date of determination, an amount equal to (i) seventy-five percent (75%) of Dealer Loans Receivable, plus (ii) seventy-five percent (75%) of the Purchased Contract Balance, minus (iii) the Hedging Reserve and minus (iv) the aggregate principal amount outstanding from time to time of any Debt (other than the Indebtedness) secured by any of the Collateral; provided, however, that, at any time, the portion of the Borrowing Base Limitation derived from the Purchased Contract Balance under clause (ii) of this definition shall not exceed a maximum of twenty-five percent (25%) of the aggregate Borrowing Base Limitation; and provided, further, that if, at any time, the advance rates under any Securitization Transaction (other than a Bridge Securitization) set forth in the related Securitization Documents ("Securitization Advance Rates") are lower than the applicable advance rates expressed in clauses (i) or (ii) of this definition ("Credit Agreement Advance Rates"), the applicable Credit Agreement Advance Rates shall be deemed to be automatically reduced to the lowest Securitization Advance Rates then in effect, such reduction to remain in effect so long as the Securitization Advance Rates are lower than the Credit Agreement Advance Rates set forth in this definition. At no time, however, shall the Credit Agreement Advance Rates exceed seventy-five percent (75%)."

"Dealer Loans Receivable" shall mean, as of any applicable date of determination, the amount of loans receivable, as such amount would appear in the Consolidated financial statements of the Company and its Subsidiaries prepared in accordance with GAAP (net of any reserves established by the Company as an allowance for credit losses related to such dealer loans receivable, provided that, for purposes of determining the Borrowing Base and compliance with the covenants under Section 7.4 through 7.7 hereof, Dealer Loans Receivable shall not include (a) the net book value of Dealer Loan Pools transferred or encumbered pursuant to a Permitted Securitization (whether or not attributable to the Company under GAAP), unless and until such Dealer Loan Pools are reassigned to the Company or a Domestic Subsidiary of the Company or such encumbrances are discharged and a Uniform Commercial Code financing statement or amendment is on file to perfect or re-perfect, as the case may be, the Lien over such pools (and the Dealer Advances and other financial assets covered thereby) in favor of Agent for and on behalf of the Banks, or (b) Dealer Loans which are not secured by the Installment Contracts relating thereto."

"Permitted Securitization(s)" shall mean each transfer or encumbrance (each a "disposition") of (I) specific Dealer Loan Pools (and any interest in and lien on the Installment Contracts, motor vehicles, and other rights and financial assets relating thereto) or specific Purchased Contracts (and any interest in and lien on motor vehicles and other rights and financial assets relating thereto, or (II) the trust certificate issued to evidence the residual interest in Dealer Loan Pools and other financial assets transferred or encumbered pursuant to a prior Permitted Securitization, in each case by the Company or one or more of its Subsidiaries to one or more Special Purpose Subsidiaries or, in the case of a Securitization Transaction described in Clause (II) of this definition (a "Bridge Securitization"), from one Special Purpose Subsidiary to another Special Purpose Subsidiary, conducted in accordance with the following requirements:

(a) Each disposition in clause (I) shall identify with reasonable certainty the specific Dealer Loan Pools or Purchased Contracts, as applicable, covered by such disposition; and (x) such Dealer Loan Pools or Purchased Contracts shall have performance and other characteristics so that the quality of such Dealer Loan Pools or Purchased Contracts, as the case may be, is comparable to, but not materially better than, the overall quality of the Company's Dealer Loan Pools or Purchased Contracts, as applicable, as determined in good faith by the Company in its reasonable discretion or (y) with respect to any such assets assigned to an uncapped Dealer Loan Pool subsequent to such Dealer Loan Pool becoming a Securitized Pool in conformity with the standards set forth in clause (x) of this subparagraph (a), the assets covered by such dispositions were assigned to such Dealer Loan Pool in the order such assets were originated and without the exercise of any discretion by the Company;

(b) Both before and after giving effect to such disposition (and taking into account any reduction in the Indebtedness with the proceeds of such disposition as required hereunder), the Company shall be in compliance with the Borrowing Base Limitation, and, in the case of any disposition to an uncapped Securitized Pool, none of the assets covered by such disposition were included, prior to such

disposition, in the most recent Borrowing Base Certificate delivered to Agent under Section 7.3(d);

(c) Each such Securitization Transaction shall be structured on the basis of the issuance of Debt or other similar securities by one or more Special Purpose Subsidiaries which Debt or other securities shall be without recourse to Company and its other Subsidiaries, except to the extent of normal and customary representations and warranties given as of the date of each such disposition, and not as continuing representations and warranties, and otherwise on normal and customary terms and conditions for comparable asset based securitization transactions, which may include Cleanup Call provisions (it being understood that, for purposes of this subparagraph (c), the terms and conditions governing Securitization Transactions made by the Company prior to the date of this Agreement shall be deemed to have been made on normal and customary terms and conditions for comparable securitization transactions);

(d) Concurrently with each such disposition (except for dispositions to an uncapped Securitized Pool whether or not pursuant to a revolving, expansion or relending feature included in a Prior Securitization (for purposes of this definition, a "Revolving Feature")), in each case to the extent that no disposition proceeds are available as a result of such dispositions for application hereunder), the net proceeds of such disposition (net of customary third party transaction fees and expenses and, if applicable, after applying the proceeds of such disposition to repay any Debt to which the related financial assets are subject):

shall be applied to reduce the principal balance outstanding under the Revolving Credit (to the extent then outstanding, and including the aggregate amount of drawings made under any Letter of Credit for which the Agent has not received full payment) by the amount of such net proceeds, subject to the right to reborrow in accordance with this Agreement;

provided, however, that to the extent that, on the date any reduction of the principal balance outstanding under the Revolving Credit shall be required under this clause (d), the Indebtedness under the Revolving Credit is being carried, in whole or in part, at the Eurodollar-based Rate and no Default or Event of Default has occurred and is continuing, the Company may, after prepaying that portion of the Indebtedness then carried at the Prime-based Rate, deposit the amount of such required principal reductions in a cash collateral account to be held by the Agent, for and on behalf of the Banks (which shall be an interest-bearing account), on such terms and conditions as are reasonably acceptable to Agent and the Majority Banks and, subject to the terms and conditions of such cash collateral account, sums on deposit therein shall be applied (until exhausted) to reduce the principal balance of the Revolving Credit on the last day of each Interest Period attributable to the applicable Eurodollar-based Advances of the Revolving Credit; and provided further that Agent and the Banks acknowledge that any proceeds of any such Debt incurred pursuant to a Permitted Securitization remaining after the application of such proceeds as required by this clause (d) may be held or invested

in Permitted Investments or otherwise invested or applied in any manner not prohibited by this Agreement; and

(e) Both immediately before and after such disposition, no Default or Event of Default (whether or not related to such disposition) has occurred and is continuing.

In connection with each Permitted Securitization to be conducted hereunder, the Company shall provide the following:

(i) other than in the case of a Bridge Securitization, to the Agent, (x) not less than three (3) Business Days prior to the date of consummation thereof (or such lesser period as approved by Agent) or (y) solely in the case of dispositions to uncapped Securitized Pools pursuant to a Revolving Feature, not less than three (3) Business Days prior to the date of the release of the financial assets covered by such disposition (or such lesser period as approved by Agent), (I) a certification that, after giving effect to such disposition, it will be in compliance with the Borrowing Base Limitation and that none of the assets covered by such disposition were included in the most recent quarterly Borrowing Base Certificate delivered to Agent under Section 7.3(d) hereof prior to such disposition or (II) a new Borrowing Base Certificate (and any supporting information reasonably required by the Agent) dated as of the proposed date of the applicable disposition or release and, based on projected information, giving effect to such disposition and confirming compliance with the Borrowing Base Limitation;

(ii) to the Agent and the Banks (x) not less than five (5) Business Days prior to the date of consummation thereof (or such lesser period as approved by Agent), proposed drafts of the material Securitization Documents covering the applicable Securitization Transaction (and the term sheet or commitment relating thereto) and (y) within ten (10) Business Days following the consummation thereof, executed copies of such Securitization Documents, including, if applicable, a summary of any material changes from the draft documents delivered to Agent and the Banks prior thereto, except that if such Securitization Transaction consists solely of dispositions pursuant to a Revolving Feature, the Company shall only be required (I) under clause (x) of this subparagraph (ii), to deliver to Agent, not less than three (3) Business Days prior to the consummation thereof (or such lesser period as approved by Agent), a certification that the applicable Securitization Documents remain in effect substantially in the form previously furnished to Agent and the Banks (or identifying any material changes, and attaching any proposed amendment, supplement or other document delivered under such prior Securitization Documents to effect such dispositions) and (II) under clause (y) of this subparagraph (ii), to deliver to Agent executed copies of any such amendment, supplement or other document;

(iii) except in the case of dispositions to uncapped Securitized Pools or any Bridge Securitization, to the Agent, not less than three (3) Business Days prior to the date of consummation thereof (or such lesser period as approved by Agent), (I) a schedule substantially in the form delivered for Permitted Securitizations under the Prior Credit Agreement identifying the specific Dealer Loan Pools or Purchased Contracts, as applicable, proposed to be covered by such transaction, accompanied by (II) a request that the Agent release such assets from the Lien of the Security Agreement and a certification that the proposed Securitization Transaction (and related dispositions) constitutes a Permitted Securitization hereunder, whereupon the financial assets covered by such dispositions which have been originated prior to the date of such release shall be promptly released by Agent; and in the case of a disposition to an uncapped Securitized Pool in a Prior Securitization, all remaining financial assets assigned thereafter to the applicable uncapped Securitized Pool in the ordinary course, whether originated before or after the date of release, shall be so released and the Lien of the Security Agreement shall be deemed not to attach to any such assets when the Company or any of its Subsidiaries subsequently acquires rights in, to or under such assets and such assets are assigned to an uncapped Securitized Pool; and

(iv) only if the applicable Securitization Transaction is not related to a Prior Securitization, is a Bridge Securitization or involves the disposition or release of any assets which were covered by the most recent quarterly Borrowing Base Certificate delivered to Agent under Section 7.3(d) hereof and the aggregate net book value of the Dealer Loan Pools (as included in Dealer Loans Receivable) or Purchased Contracts, as applicable, covered by such dispositions (or related series of dispositions) in any calendar month exceeds or would exceed (after giving effect to any proposed disposition) Seven Million Five Hundred Thousand Dollars (\$7,500,000), collection information regarding the Installment Contracts securing the Dealer Loan Pools or Purchased Contracts of the Company and its Subsidiaries proposed to be covered by such transaction (with evidence supporting its determination under clause (x) of subparagraph (a) of this definition, if applicable, including without limitation a "static pool analysis" comparable to the static pool analysis required to be delivered under Section 7.3(c) hereof with respect to such Dealer Loan Pools or Purchased Contracts)."

2. Section 7 of the Credit Agreement is amended by amending and restating the preamble thereof, as follows:

"Company covenants and agrees that it will, and, as applicable, it will cause its Subsidiaries (but excluding, for purposes of Sections 7.1, 7.3 through 7.8, 7.17 and 7.18 through 7.20 hereof, any Special Purpose Subsidiary) to, so long as any of the Banks are committed to make any Advances under this Agreement and thereafter so long as any Indebtedness remains outstanding under this Agreement:"

3. Section 8 of the Credit Agreement is amended by amending and restating clause (j) of Section 8.8, as follows:

"(j) Investments in any Subsidiary (including, without limitation, any Special Purpose Subsidiary) from and after the date hereof, consisting of (v) dispositions made pursuant to a Permitted Securitization and the resultant Debt issued by a Special Purpose Subsidiary to another Subsidiary as part of a Permitted Securitization, in each case to the extent constituting Investments hereunder; (w) advances by Company (as servicer or administrative agent) which are permitted under the definition of Permitted Guaranties; (x) the repurchase or replacement from and after the Effective Date hereof of an aggregate amount (based on the net book value thereof) not to exceed \$5,000,000 in Dealer Loan Pools or Purchased Contracts or related pools thereof subsequently determined not to satisfy the eligibility standards contained in the applicable Securitization Documents relating to a Permitted Securitization or otherwise required to be repurchased by the applicable Securitization Documents entered into in compliance with the terms of this Agreement, so long as (i) such replacement is accompanied by the repurchase of or release of encumbrances on such financial assets previously transferred or encumbered pursuant to such securitization and in the amount thereof, (ii) any replacement Dealer Loan Pools or Purchased Contracts which are selected by Company according to the requirements set forth in clause (a) of the definition of Permitted Securitization and (iii) such replacements are made at a time when (both before and after giving effect thereto) no Default or Event of Default has occurred and is continuing; (y) capital contributions made from time to time to a Special Purpose Subsidiary in connection with a Bridge Securitization concurrent with the purchase of the applicable trust certificate, each such capital contribution in an amount not to exceed the value of the trust certificate being purchased by such Special Purpose Subsidiary pursuant to such Bridge Securitization so long as each such Investment (i) is accompanied by the concurrent receipt by the Company of proceeds from the sale of the applicable trust certificate equal to 100% of the value of such trust certificate and (ii) is effected by ledger entries, cross receipts and similar documentation and not by the transfer of cash or other financial assets (other than the trust certificate), plus cash Investments from time to time, to the extent necessary to cover the establishment of reserves (A) for facility fees due in respect of such Bridge Securitization and (B) in connection with each advance under a Bridge Securitization, for up to one year's interest due in respect of such advance; (z) amounts required to fund any Cleanup Call under the terms of a Permitted Securitization, provided, however, that in connection with any Cleanup Call under a Permitted Securitization where the trust certificate representing the residual interest therein has been assigned or encumbered pursuant to a subsequent Bridge Securitization, the take-out in respect of such trust certificate under such Bridge Securitization shall have been executed concurrently with such Cleanup Call and the aggregate amount invested or otherwise expended to fund both such Cleanup Call and the related take-out does not exceed the maximum amount permitted to be invested to fund such Cleanup Call under the definition thereof, plus any amounts advanced toward the repurchase by the Company or its Subsidiaries of any related financial assets in connection with such takeout, to the extent such repurchases have been made on terms not materially less favorable to the Company or such repurchasing Subsidiary, taking into account the applicable Securitization Advance Rates, than would be usual and customary in similar transactions

between Persons dealing at arms length; and (zz) the disposition to the Company or any Subsidiary (other than a Special Purpose Subsidiary) of the capital stock of any Special Purpose Subsidiary;

4. This First Amendment shall become effective, according to the terms and as of the date hereof, upon satisfaction by the Company of the following conditions:
 - (a) Agent shall have received counterpart originals of (i) this First Amendment, duly executed and delivered by the Company and the requisite Banks, and (ii) that certain Reaffirmation of Certain Loan Documents, dated as of the date hereof, duly executed and delivered by the applicable Subsidiaries in form satisfactory to Agent; and
 - (b) Agent shall have received from a responsible senior officer of the Company a certification (i) that all necessary actions have been taken by the Company to authorize execution and delivery of this First Amendment, supported by such resolutions or other evidence of corporate authority or action as reasonably required by Agent and the Majority Banks and that no consents or other authorizations of any third parties are required in connection therewith; and (ii) that, after giving effect to this First Amendment, no Default or Event of Default has occurred and is continuing on the proposed effective date of the First Amendment.
5. The Company ratifies and confirms, as of the date hereof and after giving effect to the amendments contained herein, each of the representations and warranties set forth in Sections 6.1 through 6.18, inclusive, of the Credit Agreement and acknowledges that such representations and warranties are and shall remain continuing representations and warranties during the entire life of the Credit Agreement.
6. Except as specifically set forth above, this First Amendment shall not be deemed to amend or alter in any respect the terms and conditions of the Credit Agreement, any of the Notes issued thereunder or any of the other Loan Documents, or to constitute a waiver by the Banks or Agent of any right or remedy under or a consent to any transaction not meeting the terms and conditions of the Credit Agreement, any of the Notes issued thereunder or any of the other Loan Documents.
7. Unless otherwise defined to the contrary herein, all capitalized terms used in this First Amendment shall have the meaning set forth in the Credit Agreement.
8. This First Amendment may be executed in counterpart in accordance with Section 13.10 of the Credit Agreement.
9. This First Amendment shall be construed in accordance with and governed by the laws of the State of Michigan.

[SIGNATURES FOLLOW ON SUCCEEDING PAGES]

WITNESS the due execution hereof as of the day and year first above written.

COMERICA BANK,
as Agent

By: /s/ Harve C. Light

Harve C. Light
Its: Vice President

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

CREDIT ACCEPTANCE CORPORATION

By: /s/ Douglas W. Busk

Douglas W. Busk
Its: Treasurer

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

BANKS:

COMERICA BANK

By: /s/ Harve C. Light

Harve C. Light
Its: Vice President

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

BANK OF AMERICA, N.A.

By: /s/ Charles W. Hagel

Charles W. Hagel
Its: Senior Vice President

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ David H. Sherer

David H. Sherer
Its: Senior Vice President

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

HARRIS N.A.

By: /s/ Paul Rubrich

Paul Rubrich
Its: Vice President

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

FIFTH THIRD BANK
(EASTERN MICHIGAN)

By: /s/ John Antonczak

John Antonczak

Its: Vice President

SIGNATURE PAGE FOR
CAC FIRST AMENDMENT

NATIONAL CITY BANK OF THE MIDWEST,
FORMERLY KNOWN AS NATIONAL CITY BANK OF
MICHIGAN/ILLINOIS

By: /s/ Michael Kell

Michael Kell

Its: Vice President

SECOND AMENDMENT
TO
FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

This SECOND AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT ("Second Amendment") is made as of January 19, 2007 by and among Credit Acceptance Corporation, a Michigan corporation ("Company"), Comerica Bank and the other banks signatory hereto (individually, a "Bank" and collectively, the "Banks") and Comerica Bank, as administrative agent for the Banks (in such capacity, "Agent").

RECITALS

A. Company, Agent and the Banks entered into that certain Fourth Amended and Restated Credit Acceptance Corporation Credit Agreement dated as of February 7, 2006 (as amended by that First Amendment dated September 20, 2006, the "Credit Agreement") under which the Banks renewed and extended (or committed to extend) credit to the Company, as set forth therein.

B. The Company has requested that Agent and the Banks agree to certain amendments to the Credit Agreement and Agent and the Banks are willing to do so, but only on the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, Company, Agent and the Banks agree:

1. Section 1 of the Credit Agreement is hereby amended by amending and restating, the following definitions:

"Borrowing Base Limitation" shall mean, as of any date of determination, an amount equal to (i) seventy-five percent (75%) of Dealer Loans Receivable, plus (ii) seventy -five percent (75%) of the Purchased Contract Balance, minus (iii) the Hedging Reserve and minus (iv) the aggregate principal amount outstanding from time to time of any Debt (other than the Indebtedness) secured by any of the Collateral; provided, however, that if, at any time, the advance rates under any Securitization Transaction (other than a Bridge Securitization) set forth in the related Securitization Documents ("Securitization Advance Rates") are lower than the applicable advance rates expressed in clauses (i) or (ii) of this definition ("Credit Agreement Advance Rates"), the applicable Credit Agreement Advance Rates shall be deemed to be automatically reduced to the lowest Securitization Advance Rates then in effect, such reduction to remain in effect so long as the Securitization Advance Rates are lower than the Credit Agreement Advance Rates set forth in this definition. At no time, however, shall the Credit Agreement Advance Rates exceed seventy-five percent (75%)."

2. Exhibit 0 to the Credit Agreement is hereby amended and restated by deleting such Exhibit and inserting the replacement Exhibit 0 attached hereto as Attachment 1 in its place.
3. This Second Amendment shall become effective, according to the terms and as of the date hereof, upon satisfaction by the Company of the following conditions:
 - (a) Agent shall have received counterpart originals of (i) this Second Amendment, duly executed and delivered by the Company and the requisite Banks.
 - (b) Agent shall have received from a responsible senior officer of the Company a certification (i) that all necessary actions have been taken by the Company to authorize execution and delivery of this Second Amendment, supported by such resolutions or other evidence of corporate authority or action as reasonably required by Agent and the Majority Banks and that no consents or other authorizations of any third parties are required in connection therewith; and (ii) that, after giving effect to this Second Amendment, no Default or Event of Default has occurred and is continuing on the proposed effective date of the Second Amendment.
4. The Company ratifies and confirms, as of the date hereof and after giving effect to the amendments contained herein, each of the representations and warranties set forth in Sections 6.1 through 6.18, inclusive, of the Credit Agreement and acknowledges that such representations and warranties are and shall remain continuing representations and warranties during the entire life of the Credit Agreement.
5. Except as specifically set forth above, this Second Amendment shall not be deemed to amend or alter in any respect the terms and conditions of the Credit Agreement, any of the Notes issued thereunder or any of the other Loan Documents, or to constitute a waiver by the Banks or Agent of any right or remedy under or a consent to any transaction not meeting the terms and conditions of the Credit Agreement, any of the Notes issued thereunder or any of the other Loan Documents.
6. Unless otherwise defined to the contrary herein, all capitalized terms used in this Second Amendment shall have the meaning set forth in the Credit Agreement.
7. This Second Amendment may be executed in counterpart in accordance with Section 13.10 of the Credit Agreement.
8. This Second Amendment shall be construed in accordance with and governed by the laws of the State of Michigan.

[SIGNATURES FOLLOW ON SUCCEEDING PAGES]

WITNESS the due execution hereof as of the day and year first above written.

COMERICA BANK,
as Agent

By: /s/ Harve C. Light

Harve C. Light
Its: Vice President

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

CREDIT ACCEPTANCE CORPORATION

By: /s/ Douglas W. Busk

Douglas W. Busk
Its: Treasurer

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

BANKS:

COMERICA BANK

By: /s/ Harve C. Light

Harve C. Light
Its: Vice President

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

BANK OF AMERICA, N.A.

By: /s/ Daniel R. Petrik

Daniel R. Petrik
Its: Senior Vice President

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

LASALLE BANK NATIONAL ASSOCIATION

By: /s/ David H. Sherer

David H. Sherer
Its: Senior Vice President

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

HARRIS N.A.

By: /s/ Michael Cameli

Michael Cameli
Its: Director

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

FIFTH THIRD BANK
(EASTERN MICHIGAN)

By: /s/ John Antonczak

John Antonczak

Its: Vice President

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

NATIONAL CITY BANK OF THE MIDWEST,
FORMERLY KNOWN AS NATIONAL CITY BANK OF
MICHIGAN/ILLINOIS

By: /s/ Michael Kell

Michael Kell

Its: Vice President

SIGNATURE PAGE FOR
CAC SECOND AMENDMENT

EXECUTION COPY

THIRD AMENDMENT
TO
FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

This THIRD AMENDMENT TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT ("Third Amendment") is made as of June 14, 2007 by and among Credit Acceptance Corporation, a Michigan corporation ("Company"), Comerica Bank and the other banks signatory hereto (individually, a "Bank" and collectively, the "Banks") and Comerica Bank, as administrative agent for the Banks (in such capacity, "Agent").

RECITALS

A. Company, Agent and the Banks entered into that certain Fourth Amended and Restated Credit Acceptance Corporation Credit Agreement dated as of February 7, 2006 (as amended by that First Amendment dated September 20, 2006 and that Second Amendment dated January 19, 2007, the "Credit Agreement") under which the Banks renewed and extended (or committed to extend) credit to the Company, as set forth therein.

B. The Company has requested that Agent and the Banks agree to certain amendments to the Credit Agreement and Agent and the Banks are willing to do so, but only on the terms and conditions set forth in this Third Amendment.

NOW, THEREFORE, Company, Agent and the Banks agree:

1. Section 1 of the Credit Agreement is hereby amended by amending and restating (in their entirety) the following specified definitions, and deleting certain definitions, in each case, as follows:

"Additional Commitment Fee" is deleted.

"Borrowing Base Limitation" shall mean, as of any date of determination, an amount equal to (i) eighty percent (80%) of Dealer Loans Receivable, plus (ii) eighty percent (80%) of the Purchased Contract Balance, minus (iii) the Hedging Reserve and minus (iv) the aggregate principal amount outstanding from time to time of any Debt (other than the Indebtedness) secured by any of the Collateral; provided, however, that if, at any time, the advance rates under any Securitization Transaction (other than a Bridge Securitization and the Securitization Transaction pursuant to the Sale and Servicing Agreement dated April 18, 2006 among the Company, Credit Acceptance Auto Dealer Loan Trust 2006-1, Credit Acceptance Funding LLC 2006-1, JPMorgan Chase Bank, N.A., and Systems & Services Technologies, Inc.) set forth in the related Securitization Documents ("Securitization Advance Rates") are lower than the applicable advance rates expressed in clauses (i) or (ii) of this definition ("Credit Agreement Advance Rates"), the applicable Credit Agreement Advance Rates shall be deemed to be automatically reduced to the lowest Securitization Advance Rates then in effect, such reduction to remain in effect so

long as the Securitization Advance Rates are lower than the Credit Agreement Advance Rates set forth in this definition. At no time, however, shall the Credit Agreement Advance Rates exceed eighty percent (80%)."

"Consolidated Net Assets" shall mean, as of any applicable date of determination, the sum of (i) 100% of all cash and the value (at book) of all Permitted Investments and (ii) 80% of the aggregate net book value of Dealer Loans Receivable and Purchased Contracts; determined on a Consolidated basis for the Company and its Subsidiaries according to GAAP, but including the amount of any such assets held by a Special Purpose Subsidiary, whether or not includible under GAAP, and excluding such assets of the Trusts to the extent such assets are Consolidated under GAAP.

"Fees" shall mean the Agent's Fees, the Revolving Credit Facility Fee and the Letter of Credit Fees."

"Revolving Credit Maturity Date" shall mean the earlier to occur of (i) June 20, 2009, as such date may be extended from time to time pursuant to Section 2.16 hereof, and (ii) the date on which the Revolving Credit Maximum Amount shall be terminated pursuant to Section 2.15 or 9.2 hereof."

"Revolving Credit Maximum Amount" shall mean Seventy Five Million Dollars (\$75,000,000), subject to any increases in the Revolving Credit Maximum Amount pursuant to Section 2.17 of this Agreement, by an amount not to exceed the Revolving Credit Optional Increase, and subject to any reductions or termination of the Revolving Credit Maximum Amount under Sections 2.15 or 9.2 of this Agreement."

"Swing Line Maximum Amount" shall mean Ten Million Dollars (\$10,000,000)."

2. Section 2.13 of the Credit Agreement is amended to delete clause (c) thereof (thereby eliminating the Additional Commitment Fee referred to therein).
3. Section 7.5 of the Credit Agreement is hereby amended and restated as follows:

"7.5 Maintain Funded Debt Ratio Level.

On a Consolidated basis, maintain as of the end of each fiscal quarter a ratio of Consolidated Funded Debt (including in the calculation thereof, for purposes of this Section 7.5, all Debt incurred by a Special Purpose Subsidiary, whether or not included therein under GAAP) to the Company's Consolidated Tangible Net Worth equal to or less than 4.0 to 1.0."

4. Section 7.6 of the Credit Agreement is hereby amended and restated as follows:

"7.6 Maintain Minimum Net Income.

On a Consolidated basis, maintain as of the end of each fiscal quarter calculated for the two fiscal quarters then ending, Consolidated Net Income of not less than \$1.00."

5. Section 7.7 of the Credit Agreement is hereby amended and restated as follows:
- "7.7. Maintain Fixed Charge Coverage Ratio. On a Consolidated basis, maintain as of the end of each fiscal quarter a Fixed Charge Coverage Ratio of not less than 1.75 to 1.0."
6. Schedule 1.1 to the Credit Agreement is hereby amended and restated by deleting such Schedule and inserting the replacement Schedule 1.1 attached hereto as Attachment 1 in its place.
7. Exhibit D to the Credit Agreement is hereby amended and restated by deleting such Exhibit and inserting the replacement Exhibit D attached hereto as Attachment 2 in its place.
8. Exhibit O to the Credit Agreement is hereby amended and restated by deleting such Exhibit and inserting the replacement Exhibit O attached hereto as Attachment 3 in its place.
9. On the date on which the conditions set forth in Section 10 of this Third Amendment shall have been satisfied (the "Third Amendment Effective Date"), each Bank shall have (i) a Percentage equal to the applicable percentage set forth in Attachment 2 hereto, (ii) its own Advances of the Revolving Credit (and participation in Letters of Credit) in its Percentage of all such Advances (and Letters of Credit) outstanding on the Third Amendment Effective Date and (iii) the Terminating Bank (defined below) shall no longer be considered a Bank under the Credit Agreement. To facilitate the foregoing, each Bank which as a result of the adjustments of Percentages shown on Attachment 2 is to have a greater principal amount of Advances of the Revolving Credit outstanding than such Bank had outstanding under the Credit Agreement immediately prior to the Third Amendment Effective Date shall deliver to the Agent immediately available funds to cover such Advances of Revolving Credit (and the Agent shall, to the extent of the funds so received, disburse funds to each Bank which, as a result of the aforesaid adjustment of the Percentages, is to have a lesser principal amount of Advances of the Revolving Credit outstanding than such Bank had under the Credit Agreement immediately prior to the Third Amendment Effective Date). Each Bank which was a party to the Credit Agreement prior the Third Amendment Effective Date, upon receipt of its New Note(s) (which Notes are to be in exchange for and not in payment of the predecessor Revolving Credit Notes) issued by the Company to such Bank, shall return its predecessor Notes including, if applicable, its Swing Line Note, to the Agent which shall stamp such Notes "Exchanged" and deliver said Notes to the Company. The Banks agree that all interest and fees accrued under the Credit Agreement prior to the Third Amendment Effective Date shall constitute the property of the Banks which were parties to the Credit Agreement prior to the Third Amendment Effective Date and shall be distributed (to the extent distributed by Agent received from the Company) to such Banks on the basis of the Percentages in effect prior to the Third Amendment Effective Date. Furthermore, it is acknowledged and agreed that all fees paid prior to the Third Amendment Effective Date shall not be recalculated, redistributed or reallocated by Agent among the Banks.

10. This Third Amendment shall become effective, according to the terms and as of the date hereof, upon satisfaction by the Company of the following conditions:

(a) Agent shall have received counterpart originals of (i) this Third Amendment, duly executed and delivered by the Company and the requisite Banks.

(b) Agent shall have received a release letter executed by Company and LaSalle Bank National Association (the "Terminating Bank") in form and substance satisfactory to Agent, and shall have complied with the conditions set forth therein such that the Terminating Bank shall no longer be a Bank under the Credit Agreement.

(c) The Company, to the extent applicable, shall have reduced the aggregate face amount of the Letters of Credit and principal amount of the Advances issued or outstanding under the Credit Agreement to an amount not in excess of the reduced Revolving Credit Maximum Amount provided for under this Third Amendment and shall have paid to Agent, for distribution to the Bank's based on their Percentages in effect prior to the Third Amendment Effective Date, (i) all interest on the outstanding Advances and (ii) the Revolving Credit Facility Fee, in each case accrued to the Third Amendment Effective Date.

(d) Agent shall have received for distribution to the Banks, based on their respective new Percentages set forth in this Third Amendment, an upfront fee equal to \$281,250.

(e) Agent shall have received executed replacement Revolving Credit Notes for each Bank reflecting the new Percentages set forth on Attachment 2 hereto and the reduction of the Revolving Credit Maximum Amount pursuant to this Third Amendment.

(f) Agent shall received an executed replacement Swing Line Note in the amount of \$10,000,000.

(g) Agent shall have received from a responsible senior officer of the Company a certification (i) that all necessary actions have been taken by the Company to authorize execution and delivery of this Third Amendment, supported by such resolutions or other evidence of corporate authority or action as reasonably required by Agent and the Majority Banks and that no consents or other authorizations of any third parties are required in connection therewith; and (ii) that, after giving effect to this Third Amendment, no Default or Event of Default has occurred and is continuing on the proposed effective date of the Third Amendment.

11. The Company ratifies and confirms, as of the date hereof and after giving effect to the amendments contained herein, each of the representations and warranties set forth in Sections 6.1 through 6.18, inclusive, of the Credit Agreement and acknowledges that

such representations and warranties are and shall remain continuing representations and warranties during the entire life of the Credit Agreement.

12. Except as specifically set forth above, this Third Amendment shall not be deemed to amend or alter in any respect the terms and conditions of the Credit Agreement, any of the Notes issued thereunder or any of the other Loan Documents, or to constitute a waiver by the Banks or Agent of any right or remedy under or a consent to any transaction not meeting the terms and conditions of the Credit Agreement, any of the Notes issued thereunder or any of the other Loan Documents.
13. Unless otherwise defined to the contrary herein, all capitalized terms used in this Third Amendment shall have the meaning set forth in the Credit Agreement.
14. This Third Amendment may be executed in counterpart in accordance with Section 13.10 of the Credit Agreement.
15. This Third Amendment shall be construed in accordance with and governed by the laws of the State of Michigan.

[SIGNATURES FOLLOW ON SUCCEEDING PAGES]

ATTACHMENT 1

SCHEDULE 1.1(1)

PRICING MATRIX

NOTWITHSTANDING THE COMPANY'S RATING LEVEL:	THE APPLICABLE MARGIN FOR		APPLICABLE FEE PERCENTAGE FOR	
	ADVANCES AT THE PRIME-BASED RATE SHALL BE	ADVANCES OF THE REVOLVING CREDIT CARRIED AT THE EURODOLLAR-BASED RATE SHALL BE	REVOLVING CREDIT FACILITY FEE	LETTER OF CREDIT FEE
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
	minus 1.65%	1.25%	.3750%	1.375% (inclusive of facing fee)

- - - - -
(1) All terms as defined in the Agreement.

ATTACHMENT 2

REPLACEMENT EXHIBIT D
(PERCENTAGES)

BANK -----	REVOLVING CREDIT COMMITMENT -----	PERCENTAGE -----
Comerica Bank	\$21,000,000	28%
National City Bank of the Midwest	\$13,500,000	18%
Fifth Third Bank (Eastern Michigan)	\$13,500,000	18%
BMO Capital Markets Financing, Inc.	\$13,500,000	18%
Bank of America, N.A.	\$13,500,000	18%
	-----	---
Total	\$75,000,000	100%
	=====	===

ATTACHMENT 3
EXHIBIT 0

BORROWING BASE CERTIFICATE

This certificate submitted for the fiscal quarter ending _____, as follows:

(A) Dealer Loans Receivable(1)	\$ _____	
times Advance Rate (80%)	\$ _____	
(B) Purchased Contract Balance(1)	\$ _____	
times Advance Rate (80%)	\$ _____	
Total (A PLUS B)		\$ _____
MINUS:		
(C) Hedging Reserve(2) (see attached breakdown)		\$ _____
MINUS		
(D) Other Debt Secured by the Collateral (excluding Indebtedness under Credit Agreement)(3)		
(1) Future Debt	\$ [0]	
Subtotal		\$ _____
Borrowing Base Limitation		\$ _____

- - - - -

- (1) Calculated as of the most recent quarter end for regular quarterly certificates and as of the most recent month end for which financial information is available for all other certificates.
- (2) Calculated as of the most recent quarter end, and with disclosure of additional Hedging Agreements not included in calculation. Adequacy of reserve subject to review and approval of Majority Banks and affected Banks, upon request.
- (3) These amounts calculated as of the date of the certificate set forth in the signature block.

The undersigned authorized officer certifies the matters contained in this Borrowing Base Certificate as correct, accurate and complete as of the date set forth below.

CREDIT ACCEPTANCE CORPORATION

By: /s/ Douglas W. Busk

Douglas W. Busk

Its: Treasurer

ATTACHMENT TO BORROWING BASE CERTIFICATE

(Breakdown of Hedging Reserve
for _____ [month or quarter] ending _____)

(I) HEDGING RESERVE AS ALLOCATED TO BANKS OR AFFILIATES BY CREDIT ACCEPTANCE CORPORATION AS OF MOST RECENT QUARTER END:

1. Bank (or Affiliate)	_____	\$ _____
2. Bank (or Affiliate)	_____	\$ _____
3. Bank (or Affiliate)	_____	\$ _____
Subtotal		\$ _____
Maximum: Hedging Reserve Cannot Exceed \$1,000,000		\$ _____

(II) HEDGING AGREEMENTS NOT INCLUDED IN HEDGING RESERVE CALCULATION (ENTERED INTO AFTER MOST RECENT QUARTER END):

1. Bank (or affiliate)	_____	_____

2. Bank (or affiliate)	_____	_____

3. Bank (or affiliate)	_____	_____

[Brief description, including date,
nature of instrument, etc.]

WITNESS the due execution hereof as of the day and year first above written.

COMERICA BANK,
as Agent

By: /s/ Harve C. Light

Harve C. Light
Its: Vice President

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

CREDIT ACCEPTANCE
CORPORATION

By: /s/ Douglas W. Busk

Douglas W. Busk
Its: Treasurer

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

BANKS:

COMERICA BANK

By: /s/ Harve C. Light

Harve C. Light
Its: Vice President

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

BANK OF AMERICA, N.A.

By: /s/ Daniel R. Petrik

Daniel R. Petrik
Its: Senior Vice President

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

BMO CAPITAL MARKETS FINANCING, INC.

By: /s/ Robert Bomben

Robert Bomben
Its: Director

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

FIFTH THIRD BANK
(EASTERN MICHIGAN)

By: /s/ John Antonczak

John Antonczak

Its: Vice President

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

NATIONAL CITY BANK OF THE MIDWEST,
FORMERLY KNOWN AS NATIONAL CITY BANK OF
MICHIGAN/ILLINOIS

By: /s/ Michael Kell

Michael Kell

Its: Vice President

SIGNATURE PAGE FOR
CAC THIRD AMENDMENT

SILVER TRIANGLE BUILDING
25505 WEST TWELVE MILE ROAD, SUITE 3000
SOUTHFIELD, MI 48034-8339
(248) 353-2700
CREDITACCEPTANCE.COM

NEWS RELEASE

FOR IMMEDIATE RELEASE

DATE: JUNE 14, 2007

INVESTOR RELATIONS: DOUGLAS W. BUSK
TREASURER
(248) 353-2700 EXT. 4432
IR@CREDITACCEPTANCE.COM

NASDAQ: CACC

CREDIT ACCEPTANCE ANNOUNCES EXTENSION AND MODIFICATIONS OF
CREDIT AGREEMENT

SOUTHFIELD, MICHIGAN - JUNE 14, 2007 - CREDIT ACCEPTANCE CORPORATION (NASDAQ: CACC) (the "Company") announced today that it has extended the maturity of its credit facility with a commercial bank syndicate from June 20, 2008 to June 20, 2009. The Company also reduced the amount of the facility from \$135 million to \$75 million because the amount of borrowings available under this facility and the Company's \$325 million warehouse facility exceed the Company's current borrowing needs.

The interest rate on borrowings under the facility has been reduced from the prime rate or 1.30% over the Eurocurrency rate, at the Company's option to the prime rate minus 1.65% or 1.25% over the Eurocurrency rate, at the Company's option. In addition, the borrowing base limitation was modified to increase the advance rate from 75% to 80% of the net book value of Dealer Loans and from 75% to 80% of the net book value of Consumer Loans purchased by the Company. The agreement continues to be secured by a lien on most of the Company's assets. As of June 13, 2007 the Company had \$59.7 million outstanding under the agreement.

DESCRIPTION OF CREDIT ACCEPTANCE CORPORATION

Since 1972, Credit Acceptance has provided auto loans to consumers, regardless of their credit history. Our product is offered through a nationwide network of automobile dealers who benefit from sales of vehicles to consumers who otherwise could not obtain financing; from repeat and referral sales generated by these same customers; and from sales to customers responding to advertisements for our product, but who actually end up qualifying for traditional financing.

Without our product, consumers may be unable to purchase a vehicle or they may purchase an unreliable one, or they may not have the opportunity to improve their credit standing. As we report to the three national credit reporting agencies, a significant number of our customers improve their lives by improving their credit score and move on to more traditional sources of financing. Credit Acceptance is publicly traded on the NASDAQ under the symbol CACC. For more information, visit creditacceptance.com.