



146 South Liberty Drive, Unit 11B
P.O. Box 121
Stony Point, NY 10980-0121
845-942-0020 • Fax: 845-942-2810
www.newcityfunding.net

Dear Dealership Management:

Thank you for considering New City Funding Corporation for your lending needs. We are confident that you will be very satisfied with the services that we offer. To increase your auto sales, we offer sub-prime financing to customers that traditional lending institutions will not finance. Our aim is to review each contract individually and formulate a plan that you and your customers will be happy with. As your needs change, we will be more than happy to help you evaluate those needs and offer you the services that will help you achieve your new goals.

The information enclosed will help you make the most of our services. If you have any questions, please contact us at (845) 942-0020. Again thank you for choosing New City Funding Corp.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald Steinberg", is written over a light blue horizontal line.

Ronald Steinberg
Vice President

NCFC New York Financing Program

- Customer must have 20% to 25% cash deposit for the dealer.
- We take a 16% Discount off the Financed amount.

Example:

Price of Car	7,000.00
Deposit	- 2,000.00
Amount to Finance	5,000.00
Less 16% Discount	- 800.00
Sub Total	4,200.00
VSI	-125.00
Dealers Net Check	4,075.00

Dealers Net Check from New City Funding	4,075.00
VSI collected from Customer	+125.00
Dealers Deposit from Customer	+2,000.00
Dealers Net Payment from Auto Sale	6,200.00

- Dealer's payment will be sent out as soon as all required information from our dealer's checklist is met and the delivery of the car is verified.
- Our company finances, based on the NADA Average Trade book valuation and customer's history (no recent repossession in past 12 months and not in bankruptcy or foreclosure).
- All cars must have VSI Insurance, a one time charge of \$125.00 over and above the deposit paid by the customer purchasing the vehicle.
- Cars generally are 2003 or newer and 150,000 miles and under (No salvage and branded titles).

New City Funding looks forward to doing business with you. We hope to be of service to you and your customers with all your car financing needs.

Lien Filing Code: **66932**



146 South Liberty Dr. Unit 11B
P.O. Box 121
Stony Point, NY 10980
845-942-0020 * Fax 845-942-2810

All Sections Must Be Completed Correctly Before Payment Is Issued To Dealer!

NY DEALER CHECKLIST FOR DISCOUNTING

APPLICANT SECTION 1 / Requirements prior to Discounting for: _____
(Customer's Name)

- 1. NCFC Credit application completed and signed by Applicant.
- 2. Retail sales order disclosing the sale signed by Applicant and dealer.
- 3. Copy of valid Driver's License for state of residence for applicant (if applicant has a permit or an ID card then they have to add a Co-applicant).
- 4. Copies of 2 recent pay stubs for applicant.
- 5. If Self-Employed or Job letter applicant must send 3 bank statements.
- 6. Proof of maker's residence must be a utility bill, lease agreement or cell phone bill.
- 7. Verify that references are filled out on reference sheet.
- 8. Contract must be signed by applicant.

CO-SIGNER SECTION 2

- 1. NCFC Credit application completed and signed by co-applicant.
- 2. Copy of valid Driver's License for state of residence for co-applicant.
- 3. Copies of 2 recent pay stubs for co-applicant.
- 4. If self-employed or Job letter applicant, send 3 recent bank statements.
- 5. Proof of co-maker's residence must be a utility bill, lease agreement or cell phone.
- 6. List at least one reference for the co-applicant.
- 7. Contract must be signed by co-applicant.

DEALER SECTION 3

- 1. Contract must be completed with no blank spaces.
- 2. Doc fees must be added to selling price on the contract.
- 3. Contract must be signed by seller.
- 4. Original and Pink copy of contract must be mailed to NCFC.
- 5. Insurance binder sent to NCFC showing \$500 dedt. And NCFC as loss payee..
- 6. Trade-In description and VIN #.
- 7. Copy of the old Title showing no liens pending.
- 8. Spare key supplied to New City Funding (or a \$25 fee)..
- 9. "Starter Interrupter Disclosure" contract signed by applicant and co-applicant.
- 10. Customer Verification of pickup.
- 11. VSI form signed by applicant and co-applicant.
- 12. Loan applicant must be the title holder.
- 13. Copy MV-50 and MV-82 showing New City Funding Corp. with lien filing code 66932 for NYS Titles only.

All necessary documentation requested is to be included in the package and sent to New City Funding Corp

Credit Application

DEALER'S NAME:	DEALER'S PHONE:	DEALER'S FAX:	CONTACT:
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VEHICLE INFORMATION (PLEASE PRINT CLEARLY)			
YEAR:	MAKE:	MODEL:	MILEAGE:
CASH PRICE \$:	NET TRADE \$:	DOWN PAYMENT \$:	TOTAL AMOUNT \$:
OPTIONS:	NADA-RETAIL:	VIN #:	
	NADA-TRADE IN:	TRADE INFO:	

APPLICANT INFORMATION (PLEASE PRINT CLEARLY)					
NAME: (LAST)		NAME: (FIRST)		SS #:	
ADDRESS:				D.O.B.:	
CITY:			STATE:	ZIP:	YEARS THERE:
HOME PHONE #:	CELL PHONE #:	EMAIL:			
NAME, ADDRESS & PHONE # OF LANDLORD OR MORTGAGE HOLDER:				MONTHLY PAYMENT \$:	
PREVIOUS ADDRESS (IF CURRENT LESS THAN 4 YEARS)					
NAME OF EMPLOYER:			ADDRESS OF EMPLOYER:		
BUSINESS PHONE #:			ANNUAL SALARY \$:	YEARS:	
PREVIOUS EMPLOYER:					YEARS:

REFERENCES PERSONAL - FAMILY		
NAME:	NAME:	NAME:
ADDRESS:	ADDRESS:	ADDRESS:
PHONE #:	PHONE #:	PHONE #:

By signing this application:

- 1).- I authorize Dealer, New City Funding Corp. and finance company, bank, other financial institution to which the Dealer or New City Funding submits my application ("you" or "your") to investigate my credit and employment history, obtain credit reports, and release information above your credit experience with our company as the law permits.
- 2).- If an account is created, I authorized you to obtain credit report for the purpose of reviewing of taking collection action on the account or for other legitimate purpose associated with account.
- 3).- I certify that I have read and agree to the terms of this application and that the information in it is complete and true.
- 4).- I authorize New City Funding Corp. to start a credit investigation based on the information voluntarily provided by me which is true and correct, and reflects all my current debts. In addition I authorized NCFC to obtain federal and state records of employment and income history, including State Employment Security Agency ("SESA"). A bankruptcy proceeding is not progress.

"New City Funding Corp. is an Equal Opportunity Lender"

SIGNATURE OF APPLICANT:	DATE:	SIGNATURE OF CO-APPLICANT:	DATE:
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REFERENCES FORM

Please provide two family members and three other personal references. These contacts will be verified.

NAME:		
PHONE:	RELATIONSHIP:	
ADDRESS:	CITY:	STATE:

NAME:		
PHONE:	RELATIONSHIP:	
ADDRESS:	CITY:	STATE:

NAME:		
PHONE:	RELATIONSHIP:	
ADDRESS:	CITY:	STATE:

NAME:		
PHONE:	RELATIONSHIP:	
ADDRESS:	CITY:	STATE:

NAME:		
PHONE:	RELATIONSHIP:	
ADDRESS:	CITY:	STATE:

I understand that in the event New City Funding Corp. is unable to get in contact with me, and my loan goes into default, the above references will be contacted in order to get in contact with me. **No personal information will be disclosed to my references.**

SIGN

DATE:

INSURANCE VERIFICATION FORM

*This form must be completed, signed by the customer, and submitted with every contract purchased by New City Funding Corp.

NAME OF PURCHASER: _____
(Must match names (s) on Certificate of Title)

YEAR, MAKE, AND MODEL OF AUTO PURCHASED: _____

INSURANCE COMPANY: _____

POLICY OF BINDER NUMBER: _____

NAME OF AGENT: _____

AGENT PHONE NUMBER: _____

DEDUCTIBLE COMPREHENSIVE: \$500 Max _____ COLLISION: \$500 Max _____

DATE VEHICLE ADDED TO POLICY: _____

DATE EXISTING POLICY EXPIRES: _____
(If Applicable)

IS A PHOTO INSPECTION REQUIRED BY THE INSURANCE COMPANY? Yes No

IS NEW CITY FUNDING CORP. at either P.O. Box 121 or 146 South Liberty Drive, Unit 11B, Stony Point, NY 10980 listed as LIEN HOLDER (LOSS PAYEE) for the financed vehicle? Yes No

VERIFIED BY: _____
(Dealer)

I, _____, understand that I am obligated to carry comprehensive and collision insurance coverage, at deductibles no higher than \$500.00 for each coverage, on my financed vehicle for the entire term of my loan with **NEW CITY FUNDING CORP.** Within 60 days of purchase of my vehicle, I will deliver to **NEW CITY FUNDING CORP.** an endorsed auto policy, showing my financed vehicle, full coverage insurance, and **NEW CITY FUNDING CORP.** listed as LIEN HOLDER. Additionally, if you change your insurance carrier or are involved in an auto accident, you are responsible for noticing NCFC **immediately.**

(Customer Signature)

New City Funding Corp. requires all of its customers to maintain VSI Insurance. VSI insurance is a blanket vendor's single interest policy written by Ohio Indemnity Company to cover New City Funding Corp.'s complete vehicle portfolio. VSI insurance protects the finance company in the event of a total loss where the borrower has failed to secure and maintain required collision insurance coverage. New City Funding Corp.'s VSI cost is a one-time fee to cover the cost of the policy provided by Ohio Indemnity Company, and the borrower has the opportunity to seek their own VSI insurance.

What is VSI Insurance?

VSI stands for Vendor's Single Interest Insurance, and it potentially protects New City Funding Corp. when there is a total loss to the vehicle, and the borrower did not have the required collision insurance coverage. If the insurance company provides a denial letter, this scenario could potentially be covered by the VSI insurance policy.

The borrower needs to understand that they are to maintain the required auto insurance based on the various state laws. If they default on the loan, this coverage does not protect them from their obligation to the lender.

Borrower:

_____ Date: ____/____/____

_____ Date: ____/____/____



**NEW CITY
FUNDING CORP.**

AUTO FINANCING

146 South Liberty Drive (Unit 11B)

P.O. Box 121

Stony Point, N.Y. 10980

PH#: 845-942-0020 * Fax#:845-942-2810

Direct Payment Authorization Form: Fixed Payments

We are pleased to offer you a new service, the Direct Payment Plan. Now you can have your payment deducted automatically from your checking or savings account. And, you won't have to change your present banking relationship to take advantage of this service.

The Direct Payment Plan will help help you in several ways:

- * It saves time, fewer checks to write and mail.
- * Helps pay your bills in a convenient and timely manner, even if you're on vacation or out of town.
- * Your payment is always on time it helps maintain good credit.
- * It saves postage, many people spend close to \$100 a year on postage.

Here's how the Direct Payment Plan works:
You authorize regulary scheduled payments to be made from your checking or savings account. Then just sit back and relax. Your payments will be made automatically on the specified day. And proof of payment will appear on your statement. The authority you give to charge your account will remain in effect until you notify us, in writing, to terminate the authorization. If the amount of your payment changes we will notify you 10 (ten) days before paymnet date. To take advantage of this service complete the attached authorization form and return it to us.

- All you need to do is:
- 1) Mark the box before type of account, to indicate whether your payment will be be deducted from your checking or savings account.
 - 2) Fill in your name, financial institution name and location, and date.
 - 3) Attach a voided check for verification of all financial institute information. If you are unable to attach the voided check, please fill in your account number and routing number.

Be sure to attach a copy of VOIDED CHECK !!!
Be sure to sign the form!

Please complete the information below and include a copy of your voided check

Name (Please Print): _____ Phone #: _____

I, _____ authorize New City Funding Corp. to initiate electric debit entries to my: _____ checking account (or) _____ savings account.

For payment of my Auto loan with New City Funding Corp: I acknowledge that the origination of ACH transactions to my account must comply with U.S. law. This authority will remain in effect until I have cancelled it in writing.

I would like you to start automatic debits as of _____ . Please withdraw \$ _____ on the _____ of every month.

FINANCIAL INSTITUTION NAME (PLEASE PRINT): _____

ACCOUNT NUMBER AT FINANCIAL INSTITUTION: _____

FINANCIAL INSTITUTION ROUTING NUMBER: _____

FINANCIAL INSTITUTION CITY AND STATE: _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

As of January 1, 2013, an email address is **required** to process all direct authorization transactions. Please mail the completed form to: New City Funding, PO Box 121, Stony Point, NY 10980 or fax the completed form to (845) 942-3914. Please remember to include a copy of your voided check.



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Customer Text Messaging & Electronic Communication Authorization Form

Please sign me up to receive information and alerts from New City Funding Corp. via text messages, e-mails, and/or any other electronic means of communication. I understand this program is voluntary and that text messaging rates and fees may apply as determined by my cellular provider. New City Funding Corp is in no way responsible for any fees charged to me by my cellular provider. If at any time I wish to discontinue receiving text messages from New City Funding Corp., I must complete the required form to withdraw from the text messaging and electronic communication program.

Customer Name: _____

Account Number: _____

Cell Phone Number (Including Area Code): _____

Name of Cellular Provider: _____

Email Address: _____

Customer Signature: _____ Date: _____

OR

I do not wish to participate in the Customer Text Messaging & Electronic Communication Program.

Customer Signature: _____ Date: _____

DEALER APPLICATION

PRINCIPALS • OFFICERS • OWNERS

NAME:		TITLE:	
ADDRESS:			
CITY, STATE, ZIP:		PHONE:	
NAME:		TITLE:	
ADDRESS:			
CITY, STATE, ZIP:		PHONE:	

DATE DEALERSHIP ESTABLISHED:

DEALER LICENSE #:

DEALERSHIP INFORMATION

NAME:		TAX ID:	
DBA:			
ADDRESS:			
CITY, STATE, ZIP:			
PHONE #:		FAX:	
EMAIL ADDRESS:			

BANK INFORMATION

NAME:		ACCT #:	
PHONE #:		CONTACT:	

FLOOR PLAN INFORMATION

NAME:		ACCT #:	
PHONE #:		CONTACT:	

TRADE REFERENCES

NAME:		ACCT #:	
ADDRESS:			
CITY, STATE, ZIP:			
PHONE #:			
NAME:		ACCT #:	
ADDRESS:			
CITY, STATE, ZIP:			
PHONE #:			

I authorize New City Funding Corp. to verify all trade and banking relationships. This information will be used solely for the purpose of entering into the enclosed dealer agreement and will be held confidential. I (we) certify that all the information listed on this form is true and correct.

SIGNATURE (PRINCIPAL • OFFICER • OWNER)

TITLE:		TITLE:	
DATE:		DATE:	

General Dealer Agreement

In anticipation of a friendly, profitable, and lasting relationship, I ask you to review the facts regarding New City Funding Corp.

1. The purpose of this agreement is to set forth rules that will govern the purchase of acceptable paper by New City Funding Corp.

2. Assignment. Dealer's assignments of Paper (the "Assignments" and each an "Assignment") to New City Funding Corp. shall be without recourse except as provided in this Agreement or in the Assignments. The assignments shall be required to be acceptable to New City Funding Corp. in its sole discretion.

3. Dealer Representations and Warranties. In order to induce New City Funding Corp. to purchase Paper, Dealer Represents and warrants that:

- (a). Each item of Paper, related information and documents provided to New City Funding Corp. are genuine, contain the valid signatures of Buyers and Guarantors, correctly state the terms of the transaction, and are true and accurate in every material respect.
- (b). All signers had the legal capacity to contract at the time of their signature.
- (c). The goods and services are truly and accurately described in the Paper and have delivered to, together with a copy of the Paper, and willingly accepted by Buyer.
- (d). The down payments have been paid in full by the Buyer without help from the Dealer and were actually paid in cash or merchandise received in trade as shown.
- (e). Title to the goods and services is vested in Buyer under the paper, and New City Funding Corp. holds a valid first lien upon the goods.
- (f). Title to the goods and services is not branded, nor is the title required to be branded as rebuilt, salvage, flood or other designation which may decrease the market of value of the goods and services. If so, Dealer agrees to repurchase contract.
- (g). Dealer possesses all of the requisite state and other jurisdictional licenses required to engage in its business and to sell the Paper to New City Funding Corp.
- (h). No payments have yet been received on the balance of the purchase price as set forth in the Paper.
- (i). No representations and warranties have been made to the Buyer other than those contained in the Paper and the Paper represents the entire agreement of Buyer and Dealer.
- (j). Such steps as are necessary to perfect New City Funding Corp. security interest in the goods have been taken.
- (k). Dealer has furnished New City Funding Corp. with copies of all disclosures required to be given to the Buyer under applicable law in connection with the sale of the goods and services that are the subject of each Paper, and such disclosures and the manner in which they are given conform to all applicable laws and regulations.
- (l). The sales transaction and the Paper arising from such sale comply with all applicable federal, state, and local laws and regulations.

4. Dealer Breach and Reassignment. If there is any breach of Dealer's representations or warranties with regards to any item of Paper, then upon demand, Dealer shall immediately repurchase that Paper from New City Funding Corp. for the Repurchase Amount, which are all the amounts due under that Paper, including New City Funding Corp.'s out-of-pocket expenses, less holdbacks (not discounts), and unearned finance and insurance charges. Upon payment of such Repurchase Amount, New City Funding Corp. shall reassign the Paper to Dealer.

A. New City Funding Corp. requires a copy of your New York Automobile Dealer's License and New York Banking Department Installment Seller's License Prior to the acceptance of your first deal. Contracts must show your Corporate or Company name as it is listed on the Installment Sellers License. New City Funding Corp.'s checks will be issued accordingly.

B. New City Funding Corp. require an acquisition fee, which will deducted from the cash advance and calculated discretely from each deal. The Federal Trade Commission has issued a staff opinion stating that the sale of a Consumer Credit Contract to a finance company which charges an acquisition fee is not Consumer Credit Transaction under the Truth in Lending Act, although the contract itself is subject to the act. Acquisition fees paid by you to New City Funding Corp. have nothing to do with the extension of credit by you to your customer, thus making disclosure of this transaction to the consumer unnecessary. THIS COST MUST NOT BE PASSED ON TO THE CUSTOMER.

C. A starter interrupt unit must be installed in every vehicle prior to customer taking possession of vehicle and removed at the end of the loan. The device must be returned to New City Funding Corp.

5. Buyer Defenses or Complaints. If Buyer makes a complaint to or raises a defense against Dealer or New City Funding Corp., upon demand of New City Funding Corp., Dealer will have thirty (30) days to provide a prompt good faith response to attempt to mutually satisfy all parties to the transaction. When responding to Buyer's complaint or defense, Dealer will comply with all applicable state and federal laws and regulations.

6. Collections. New City Funding Corp. shall have the sole right to collect the Paper it purchases from Dealer and to notify each Buyer to pay directly to New City Funding Corp. Dealer agrees not to solicit collections or make any repossession, settlements, or adjustments with respect to the Paper it sells to New City Funding Corp. and agrees to forward to New City Funding Corp. All communications, inquires, and identical remittances Dealer may receive with reference to said Paper to New City Funding Corp. within 24 hours. Further, Dealer shall not accept the return of nor make any substitution of any of the goods covered by any such Paper except pursuant to New City Funding Corp. written instruction.

Payment Price and Reserve Accounts:

A. The financial terms under which New City Funding Corp. will purchase Paper from dealer will vary as agreed between the parties from time to time and from contract. On purchase of Paper from Dealer, the Reserve Account will be credited with general holdbacks. The Reserve Account is subject to the following condition, Holdback Account can be used to offset any Dealer Guarantees and will be released.

B. At New City Funding Corp. discretion, Holdbacks and Guarantees on a deal is per deal basis. Holdback monies may be used to satisfy any account which Dealer has breached any representations or warranties.

C. New City Funding Corp. shall hold and may collect the Delinquent Paper after it has been charges to the Holdback Account, Collections of principal thereafter will be credited back to the Holdback Account less one-third for New City Funding Corp.'s general expenses after full reimbursement of any court costs, legal, repossession or other fees incurred by New City Funding Corp. However, the Paper charged against the Holdback Account shall be deemed to be worthless after three years without payment, and New City Funding Corp. shall not be liable or accountable to Dealer in any manner for its non-return.

D. Service contracts and GAP Waiver policies. If Buyer, Dealer or New City Funding Corp. is entitled to a credit due to prepayment, cancellation or charge-off, Dealer's refund to New City Funding Corp. shall be in same proportion as provided for by the policy multiplied by the amount New City Funding Corp. paid Dealer for the policy.

7. Insurance. Prior to purchase of the contract by New City Funding Corp. Dealer shall bear the responsibility for loss to the collateral.

(a) Every deal must include Vendors Single Interest Insurance (VSI).

(b) Spare Key must be given to New City Funding Corp. for each vehicle (no exceptions!!!)

8. Title. The appropriate New York vehicle title with New City Funding Corp.'s lien recorded will be in New City Funding Corp. possession within 45 days from the date the contract is purchased. Otherwise, Dealer will, on demand, repurchase the contract for the Repurchase Amount and will hold New City Funding Corp. harmless from all damages, losses and costs that may ensue.

9. Indemnity. Dealer will indemnify and hold New City Funding Corp. and its officers, agents, affiliates and employees harmless from any and all liabilities, losses, costs, and expenses (including attorney's fees), resulting from any obligation, liability, or action of Dealer or its agents or losses, costs and expenses (including attorney's fee), resulting from any obligation, liability, or action of New City Funding Corp. or its agents or employees. This indemnification shall survive termination of this Agreement and is in addition to and not in lieu of any other indemnities now or in the future, whether under other provisions of this agreement or otherwise.

10. Specific Holdbacks and Discounts. In addition to amounts for the Reserve Account, there are other kinds of holdbacks that Dealer may allow New City Funding Corp. to take from time to time:

(a) Specific Holdback. Applies to the specific contract from which it is taken. When that specific contract is paid in full or when the specified number of monthly payments has been made, if earlier, the specific Holdback will be paid to the dealer.

(b) Discounts. Belongs to New City Funding Corp. forever, and New City Funding Corp. is in no way obligated to account for it To Dealer.

11. Successors and Assigns. This Agreement shall insure the benefit of and bind New City Funding Corp. and Dealer and their respective heirs, representatives, successors and assigns. However, the Dealer may not assign this Agreement except with prior written consent of New City Funding Corp.

12. Termination. Either New City Funding Corp. or Dealer may terminate this Agreement with or without cause at any time, but such termination shall not affect any obligation on the part of either New City Funding Corp. or Dealer which arose out of the purchase of Paper hereunder prior to the termination.

13. Waiver of Jury Trial. Each of the parties to this agreement hereby waives any right to a trial by Jury in any action or proceeding to enforce or defend any rights under this Agreement, any note, any other Amendment, instrument, document or Agreement delivered or which may be in the future delivered in Connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

14. All dealers must comply with all "Red Flag Rules".

A complete, signed application to include personal references must accompany all transactions, as well as a copy of VALID New York Driver's License. A mileage or odometer statement must also be included.

I guarantee that the customer will be the registered owner and our security interest shall appear as the only security on any certificate of title now or hereafter issued. The dealership must file a financing statement (notice of our security interest filed for public record) covering New City Funding Corp. security interest. Forms MV 50 and MV 82.

The dealer agrees that they will follow all Federal Laws and State Laws regarding advertising and fair lending. Federal laws being ECOA and Regulation Z. State laws being at New York Personal Property Law Article 9 and New York 296A, also along with any applicable laws.

Dealer agrees to follow all Federal and State Laws regarding advertising and fair lending, Compliance, ECOA, Regulation Z, NY Sales Finance Act, "Privacy Act", "Patriot Act" all applicable State and Federal Laws.

Please use New City Funding Corp. checklist in order to eliminate errors or omissions.

Agreement Acceptance: The Dealer Agreement and the Guaranty, if any, set forth below are not effective until signed at its executive office located in Stony Point, New York.

Accepted: Stony Point, New York.

New City Funding Corp.
146 South Liberty Drive, Unit 11B
P.O. Box 121
Stony Point, New York 10980

By: _____
Officer

_____ day of _____, _____

Dealer: _____

By: _____
Officer, Partner or Owner

_____ day of _____, _____

DEALER'S AUTHORIZED SIGNERS:

Name and Title

Name and Title

Name and Title