

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 Massachusetts 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 Massachusetts 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 RMV-1.

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 and applicable Massachusetts laws.

Dealer agrees to follow all Federal and State Laws regarding advertising and fair lending, Compliance, ECOA, Regulation Z, MA 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