



## Instructions to Properly Execute Dealer Agreement

Thank you for your interest in becoming a Crédito Real USA Finance (“CRUSAFin”) Dealer Partner. Please remember all the information provided and attached to this application will be verified prior to activating your account for funding. Please read the Agreement carefully as it explains the terms of your relationship with CRUSAFin. All pages of the Agreement must be initialed in the designated spaces and a signature is required on the last page.

In order to process your application promptly, the following documentation is required:

### **Independent Application Checklist**

- CRUSAFin Dealer Application page (completely filled out and signed by all parties)
- Signed Authorization Agreement for Automated Deposits
- Copy of Voided Check
- Copy of State Dealer License
- Copy of Retail Installment Sales/Finance License (if applicable)
- Rate Cap State Filing (SC only)
- Copy of Surety Bond
- Copy of Principal(s) Driver’s License(s)
- Signed and Initialed Dealer Agreement (Only to be executed by owner(s))
- Copy of Current Floor Plan Statement (within 30 days/must list limit) **or** 3 Months Most Recent Bank Statements
- Recent Photo of Business (lot with building and inventory)



**DEALER APPLICATION**

**Business Information**  
\* Please write legibly and fill out completely in order to avoid delays in the application process.

Legal Business Name: \_\_\_\_\_ # of locations: \_\_\_\_\_

DBA (Doing Business As): \_\_\_\_\_

Address (Physical): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Phone: (    ) \_\_\_\_\_ Main Fax: (    ) \_\_\_\_\_

Dealership email: \_\_\_\_\_ Website address: \_\_\_\_\_

Type of Entity:  Corporation  Sole Proprietorship  Partnership  LLC  Other:

Business Organized: Date: \_\_\_\_\_ State: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

DMS name: \_\_\_\_\_ Portal (Select): DealerTrack #: \_\_\_\_\_ RouteOne #: \_\_\_\_\_ None

**Lot Information**

Time at this location: \_\_\_\_\_ Rent or Own? \_\_\_\_\_

Current # of cars on lot: \_\_\_\_\_ Avg. # of cars financed monthly: \_\_\_\_\_ Avg. vehicle mileage: \_\_\_\_\_

Avg. # of cars sold monthly: \_\_\_\_\_ # of cars in floor plan: \_\_\_\_\_ Avg. vehicle year: \_\_\_\_\_

Funding sources: (please list up to 4 active lenders): \_\_\_\_\_

% of BPH? \_\_\_\_\_ Do you sell warranties: \_\_\_\_\_ yes \_\_\_\_\_ no

**Contact Information**

General Mgr: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Office Mgr: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Finance Mgr: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Sales Mgr: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Title Clerk: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Other: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_



**Ownership & Personal Information**

\*All owners must be included. Please attach an additional page if there are more than 2 owners.

<b>1. Principal Name:</b>			Title: _____			_____ % of Ownership		
Home Address:								
City, State & Zip:								
SSN:			DOB:			Driver's License #:		
Home Phone:			Cell Phone:			Personal Email:		
<b>2. Principal Name:</b>			Title: _____			_____ % of Ownership		
Home Address:								
City, State & Zip:								
SSN:			DOB:			Driver's License #:		
Home Phone:			Cell Phone:			Personal Email:		

**Floorplan References (if applicable)**

1. Company:	Contact Name:	Phone #:
Year Start:	Credit Line:	Balance:
2. Company:	Contact Name:	Phone #:
Year Start:	Credit Line:	Balance:

**Other References (list a banking or credit reference)**

1. Company:	Contact Name:	Phone #:
Year Start:	Credit Line:	Balance:
2. Company:	Contact Name:	Phone #:
Year Start:	Credit Line:	Balance:

**Landlord Reference (if applicable)**

1. Company:	Contact Name:	Phone #:
Year Start:	Credit Line:	Balance:

By signing below, I/we affirm that the information in this application and the attached documentation is true and correct to the best of my/our knowledge, under penalty of perjury. I/we hereby authorize Crédito Real USA Finance LLC, sometimes doing business as AFS Acceptance LLC, and its affiliates or assignees to investigate all information provided, including contacting and requesting information from the abovementioned trade and credit references. Furthermore, I understand and authorize that a copy of my personal credit history may be obtained and that along with the information contained within this application it will be used for the purpose of determining credit worthiness. The information provided will be verified through a credit reporting agency, and state and federal records. I/we further understand that during the existence of any outstanding obligations with AFS, AFS may run such credit bureau inquiries as it sees necessary and that this information will be kept on file for future reference. In addition, I understand that by providing email addresses, I or employees of my dealership may receive periodic email communications from Crédito Real USA Finance LLC.

Name/Signature of Dealer Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Signature of Dealer Principal: \_\_\_\_\_ Date: \_\_\_\_\_

1475 W. Cypress Creek Rd., Suite 300 • Fort Lauderdale, FL 33301 • Phone (954) 475-6000 • sales@crealusa.com



# Authorization Agreement for Automated Deposits

Crédito Real USA Finance, LLC must receive this form completed for disbursement.

Crédito Real USA Finance, LLC uses ACH electronic payment for fast, reliable and consistent Funding.

This method pays the same day, but the funds will not be available until 12:00 AM (Eastern Standard Time) the following business day. The cut-off time for Funding to receive all the required documentation is 2:00 PM (Eastern Standard Time).

**By completing this form, you will allow CRUSAFin to deposit funds immediately to your designated bank account.**

I (we) hereby authorize, Crédito Real USA Finance, LLC sometimes doing business as AFS Acceptance LLC, Autobank, Autobank Financial Services, hereinafter called "CRUSAFin" to initiate credit entries and, if necessary, debit entries and adjustments for any entries in errors to my account indicated below and the Dealer named below, hereinafter called "DEALER" to credit and/or debit the same account.

(Please note: CRUSAFin cannot deposit into depository accounts)

<b>Bank Information</b>	
Bank Name: _____	Branch: _____
City: _____	State: _____ Zip Code: _____
ABA Routing Number: _____	
Checking Account Number: _____	
<b>(PLEASE ENCLOSE A VOIDED CHECK)</b>	

This authority remains in full force and effect until CRUSAFin and DEALER has received notification from me (or either of us) of its termination in such time and in such manner as to allow CRUSAFin and DEALER a reasonable opportunity to act on it.

Federal ID: \_\_\_\_\_

Dealership Name	Date
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By: _____ Authorized Account Signer (Printed Name)	_____ Authorized Account Signer (Signature)
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## **DEALER AGREEMENT**

This agreement (“Agreement”) is entered into between Crédito Real USA Finance, LLC (“CRUSAFIN”) dba AFS Acceptance, LLC, a Florida Limited Liability Company with an address at 1475 W. Cypress Creek Road, Suite 300, Fort Lauderdale, Florida 33309, its successors and/or assigns, and \_\_\_\_\_ (“Dealer”) with an address at \_\_\_\_\_.

Dealer may submit applications directly or indirectly and offer to assign and sell to CRUSAFIN (all of which are the “Sale”), and CRUSAFIN may agree to purchase, on such terms and conditions as CRUSAFIN agrees to in writing (including this Agreement, any Recourse Addenda or other Addenda hereto and any Call Back Sheets), at any time and from time to time, certain retail motor vehicle installment sales contracts, together with all related documents and instruments (all of which are the “Contract”) which Dealer entered into, as the seller with certain retail purchasers (all of which are the “Buyer”) of new or used motor vehicles, as the case may be (all of which, together with all other goods and services provided by or through Dealer, are the “Collateral”). Dealer and CRUSAFIN further agree as follows:

**1. Purchase Price:** The purchase price (“Dealer Advance”) for each contract which CRUSAFIN agrees to purchase will be as CRUSAFIN agrees in writing. CRUSAFIN has no obligation to purchase any Contract. If CRUSAFIN elects to purchase a Contract offered by Dealer, the Sale shall be completed as soon as CRUSAFIN has received all of the documents, information and instruments CRUSAFIN requires and has paid the Dealer Advance. Dealer unconditionally agrees to repurchase any contract upon notice from CRUSAFIN that a Buyer has not made his/her/their minimum number of monthly payments as set forth in Section 3 of this Agreement or, as stipulated between Dealer and CRUSAFIN in writing applicable to certain vehicles from time to time, on the Call Back Sheet or a Recourse Addendum. In the event that the date of purchase by CRUSAFIN is within ten days of a payment becoming due, the amount of the payment due shall be deducted from the funding proceeds payable to Dealer.

**2. Representations, Warranties and Covenants:** For each Contract sold pursuant to this Agreement, Dealer makes the following representations and warranties, which shall survive the purchase or rejection of any particular Contract, or termination of this Agreement: (a.) The Contract arose from a bona fide sale to the Buyer on only the terms set forth in the Contract; (b.) The Collateral is completely and accurately described in the Contract; (c.) The Collateral was delivered to and accepted by the Buyer and Dealer has timely and properly given Buyer all required legal disclosures and notices; (d.) Dealer has furnished, installed and paid for all labor and materials used in connection with the Collateral; (e.) Dealer has made/will make timely application for appropriate registration and title (i.e., maximum of 30 days) to the vehicle in the State of the Buyer’s residence to reflect CRUSAFIN’ first priority security interest in the Collateral; (f.) All documentation furnished from Buyer reflects the security interest of CRUSAFIN in the Collateral; (g.) the security interest of CRUSAFIN in the Collateral has been fully, timely and properly perfected as a first lien holder; (h.) At the time of sale, Dealer has sole title and interest and there are no other liens or security interests in the Collateral; (i.) Title to the subject vehicle is free and clear, unencumbered and is not a grey market, frame damage or rebuilt title; is not a salvaged or lemon law title; the odometer has not been tampered with or rolled back; and there has been no flood or other damage to the vehicle; (j.) Dealer will ensure that title will be delivered within 30 days from the date of assignment to CRUSAFIN; (k.) Dealer has all necessary licenses to conduct its business and has the right and authority to assign its security interest in the Collateral and sell the Contract to CRUSAFIN free and clear of all other interests, claims and encumbrances and has

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delivered to CRUSAFIN all original counterpart copies of the contract; (l.) All Statements made by or on behalf of Buyer(s) and furnished to CRUSAFIN by Dealer are true; (m.) Dealer did not modify or alter the cash price to reflect, in whole or in part, any of the terms or conditions of the Sale for any cost, fee or discount CRUSAFIN may charge Dealer; (n.) Except as Dealer has disclosed to CRUSAFIN in writing, Dealer has not extended credit to the Buyer or assisted the Buyer in obtaining credit to be used in whole or in part to provide the down payment; (o.) Dealer has not and will not make any payments on behalf of the Buyer; (p.) The down payment is accurately reflected in the Contract and represents actual cash given by the Buyer (i.e., not any third party) to the Dealer; (q.) Buyer has full legal capacity to purchase the Collateral, execute the Contract and the Contract is genuine, legally valid and fully enforceable in accordance with its terms and not subject to any offsets, counterclaims, rescission rights or defenses; (r.) Dealer has not made any oral or written promise, affirmation, warranty or representation to the Buyer not explicitly contained in the Contract; (s.) Dealer has not represented and will not represent that the Dealer is CRUSAFIN' agent or representative; (t.) Dealer shall comply at all times, and is currently in compliance in all respects, with all requirements of applicable federal, state and local statutes and regulations, as amended from time to time including, but not limited to, the federal Truth-in-Lending Act and Regulation Z, the Equal Credit Opportunity Act and Regulation B, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Federal Trade Commission Act, the Gramm- Leach-Bliley Act, the Magnuson-Moss Warranty Act, the Patriot Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, Federal Trade Commission rules including, but not limited to, Red Flags, Identity Theft, Used Car Rule and Risk Based Pricing Rule, and any regulations implementing such Acts, state usury provisions, dealer licensing laws, state retail installment sales acts, and state adaptations of the Uniform Commercial Code and the Uniform Consumer Credit Code and any other consumer credit, consumer protection, or equal opportunity laws applicable to the transaction contemplated herein; (u.) Dealer has fully complied with and the Contract is valid under any and all applicable federal and state laws, rules and regulations; (v.) Neither Dealer nor any of its employees, officers or agents has made any untruthful or misleading representation to the Buyer regarding the Collateral; (w.) Neither Dealer nor any of its employees, officers or agents has encouraged or induced Buyer to make any untruthful or misleading representations to CRUSAFIN or any third party regarding the Collateral; (x.) Dealer has fully disclosed to the Buyer the true condition of the Collateral; (y.) Dealer has fully inspected the Collateral prior to delivery to Buyer for any mechanical malfunctions, undesirable conditions and roadworthiness; has corrected or repaired the same prior to selling the Collateral; at the time of delivery to Buyer and at the time of the Sale, the Collateral is in safe mechanical condition with no physical or mechanical defects or undesirable conditions that would significantly interfere with its operation, use or enjoyment; (z.) the Collateral has not been in any accidents or, if it has, then Dealer has fully informed the Buyer in writing about the subject vehicle's accident history (aa.) Dealer has not acted as a broker or middleman regarding the transaction on behalf of another, including but not limited to selling the vehicle for a wholesaler; (bb.) Dealer was the legal owner of the vehicle at the time of the sale to the Buyer and any prior contract has been rescinded, in writing, by the Buyer; (cc.) Dealer has not provided any Dealer or Manufacturer credit or rebate to any Buyer that is disclosed as cash down payment on the Buyer's Order or Finance Contract; (dd.) The Buyer is the person primarily driving the subject vehicle and is not a straw purchaser; and (ee.) each of Applicant, Co- Applicant, Buyer, Co-Buyer, and/or Co-Signor, as applicable, has given the Dealer written authorization to access his/her credit report(s).

It is understood and agreed that the covenants, representations and warranties of Dealer set forth in this Agreement shall be incorporated in each assignment of a Contract notwithstanding any restrictive or qualified endorsement on any Contract or separate assignment or the examination or lack of examination of any Buyer file and in the event of any language in any related document to the contrary, this section shall supersede. The term "Buyer" as used in this Agreement shall be

Initials: \_\_\_\_\_

deemed to include the Buyer, Co-Buyer, Co-Signor, Applicant, and Co- Applicant.

**3. Repurchase and Deficiency Balances.** In the event that (a.) the Buyer fails to timely make its first payment due to CRUSAFIN after the Sale of such Contract (the “First Payment”) or (b.) any representation, warranty or covenant Dealer has made to CRUSAFIN is breached or untrue, Dealer shall repurchase without recourse, whether or not the Buyer has defaulted, such Contract for, and pay CRUSAFIN in cash upon demand, the balance owed by the Buyer to CRUSAFIN, including repossession costs, rebates from Ancillary Products (as defined in Section 12) and expenses and attorney’s fees and any other sums owed by Buyer and Dealer to CRUSAFIN with respect to such Contract and this Agreement, as amended (“Repurchase Price”). CRUSAFIN shall not be obligated to first repossess the subject vehicle prior to reimbursement by Dealer. Dealer’s obligation to repurchase a Contract and the Repurchase Price will not be affected by CRUSAFIN or Dealer’s inability to obtain possession of the Collateral or the physical condition of the Collateral. This repurchase obligation by Dealer remains effective even if Buyer makes its first payment after the payment date, in which event Buyer’s payment shall be credited to the Repurchase Price. Upon payment of the Repurchase Price, CRUSAFIN shall assign the applicable Contract to Dealer “as-is,” with no representation or warranty of any kind and without recourse. In situations where Collateral is substituted with other Collateral, Dealer shall pay CRUSAFIN in cash upon demand, any additional fees incurred with respect to the new Collateral.

As security for Dealer’s performance and any other obligations Dealer may now or in the future have with CRUSAFIN, Dealer grants CRUSAFIN a security interest in any monies which pursuant to this Agreement or any other agreement with Dealer, CRUSAFIN may now or in the future be obligated to pay to or for the account of Dealer. Should Dealer (i.) cease to be active in the vehicle sales business, (ii.) fail to complete the repurchase of any Contract as provided herein, or (iii.) be in default with respect to any of Dealer’s obligations to CRUSAFIN, CRUSAFIN may cease remitting current or future distributions while such condition exists and may from time to time, at CRUSAFIN’ sole discretion, apply sums owed to Dealer to any of Dealer’s obligations to CRUSAFIN. In addition, CRUSAFIN may take all legal remedies against Dealer to enforce its rights, as provided in this Agreement and pursuant to applicable law.

**4. Insurance:** Each vehicle sold under a Contract must be covered by fire, theft and comprehensive and collision insurance with a deductible not to be greater than One Thousand Dollars (\$ 1,000) fully protecting CRUSAFIN’ interest in the Vehicle and naming CRUSAFIN as loss payee and an additional named insured. It is the Dealer’s responsibility to submit with each Purchased Contract evidence of such insurance satisfactory to CRUSAFIN.

**5. Power of Attorney:** Dealer hereby irrevocably constitutes and appoints CRUSAFIN and its authorized officers and attorneys-in-fact of each, as its true and lawful agent and attorney-in-fact, with full power and authority to: (a.) receive, endorse, cash, collect and or negotiate any check, or other instrument of payment by any Buyer under any Contract, including, but not limited to, any payments received from a Chapter 7 and/or Chapter 13 bankruptcy trustee (the “Receivables”); (b.) take any and all steps to service the Receivables, repossess the underlying Collateral and sign title and court documents with respect to same; (c.) place, enforce, release, modify and transfer the rights and interests granted to Dealer with respect to the Contracts and Collateral, including, but not limited to, rights with respect to insurance policies, rebates from Ancillary Products (as defined in Section 12), motor vehicles, certificate of title and motor vehicle liens; (d.) to endorse checks payable to Dealer from insurance carriers in payment of casualty insurance claims arising

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from any Collateral on which CRUSAFIN is the lien holder; (e.) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices all certificates, documents and other instruments that CRUSAFIN deems appropriate or necessary to effect any of the foregoing or its rights hereunder; and (f.) take any and all further action as may be required with respect to the Collateral. The foregoing power of attorney is hereby declared to be irrevocable and a special power combined with an interest, in recognition of the fact that CRUSAFIN will be relying upon this power to act as contemplated by this Agreement, and it shall extend to such Dealer's successors and assigns. Dealer shall execute and deliver to CRUSAFIN, within fifteen (15) days after receipt of the CRUSAFIN' request therefore, such further designation, powers of attorney and other instruments as CRUSAFIN deems necessary to effectuate this Agreement and its rights hereunder.

**6. Applicable Law:** The interpretations and construction of this Agreement, wherever made and executed and wherever performed, shall be governed by the laws of the State of Florida. Should any provision of the Agreement, or any phrase, sentence, clause or paragraph be determined to be unenforceable by any court of competent jurisdiction, such enforceability shall not affect any other term or condition of this Agreement; rather, this Agreement shall be construed as if such invalid, illegal, or unenforceable terms or condition had never been contained in the Agreement.

**7. Indemnity:** (a.) Dealer agrees to indemnify, defend and hold CRUSAFIN harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses, damages and liabilities, including strict liability in tort and including court costs and attorney's fees incurred by CRUSAFIN in connection with a Contract or Collateral arising out of (i) Dealer's breach or misrepresentation under this Agreement or (ii) Any event, which occurs whether before or after Dealer is obligated to repurchase the Contract; (b.) After CRUSAFIN becomes aware of any claim that it has pursuant to Section 7(a) (a "Liability Claim"), it shall give notice of such Liability Claim to Dealer in reasonable detail and indicate the amount (estimated, if necessary and to the extent feasible) of the loss that has been or may be suffered by CRUSAFIN. No delay in the failure to give such notice will adversely affect any of the other rights or remedies that CRUSAFIN has under this Agreement or alter or relive Dealer of its obligation to indemnify CRUSAFIN; (c.) Dealer has the right, exercisable by written notice to CRUSAFIN within fifteen (15) days after receipt of the notice described in Section 7(b) to assume and conduct the defense of such Liability Claim in accordance with the limitations set forth in this Agreement with counsel selected by CRUSAFIN; *provided, however,* that the (i) defense of such Liability Claim by Dealer will not, in the reasonable judgment of CRUSAFIN, have a material adverse effect of CRUSAFIN, (ii) Dealer has sufficient financial resources, in the reasonable judgment of CRUSAFIN, to satisfy the amount of any adverse monetary judgment that is reasonably likely to result; (iii) the Liability Claim solely seeks (and continues to seek) monetary damages; (iv) the Liability Claim does not include criminal charges and (v) Dealer expressly agrees in writing to be fully responsible for all losses relating to such Liability Claim (the conditions set forth in clauses (i) through (v) are, collectively, the "Litigation Conditions"); (d.) If Dealer does not assume the defense of a Liability Claim in accordance with Section 7(c), then CRUSAFIN may continue to defend the Liability Claim. If Dealer has assumed the defense of a Liability Claim as provided in Section 7(c), Dealer will not be liable for any legal expenses subsequently incurred by CRUSAFIN in connection with the defense of the Liability Claim; provided, however, that if (i) any of the Litigation Conditions ceases to be met or (ii) Dealer fails to take reasonable steps necessary to defend diligently such Liability Claim, CRUSAFIN may assume its own defense, and Dealer will be liable for all reasonable attorney's fees, costs or expenses paid or incurred in connection with such defense. Dealer, if it has assumed the defense of any Liability Claim as

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provided in this Agreement, may not, without the prior written consent of CRUSAFIN, consent to a settlement of, or the entry of any judgment arising from, any such Liability Claim that (1) does not include as an unconditional term thereof the giving by the claimant or the plaintiff to CRUSAFIN of a complete release from all liability in respect of such Liability Claim, (2) grants any injunctive or equitable relief or (3) may reasonably be expected to have an adverse effect on the affected business of CRUSAFIN; CRUSAFIN has the right to settle any Liability Claim, the defense of which has not been assumed by Dealer.

Furthermore, CRUSAFIN will be fully indemnified and Dealer shall assume any and all liabilities, attorney's fees, costs and expenses as may be incurred due to any claim asserted against CRUSAFIN for any punitive damages under holder in due course allegation(s) resulting from any action, malfeasance or nonfeasance as may be alleged against Dealer.

**8. Effective Date and Termination:** This Agreement shall become effective on the date indicated below and shall be binding on Dealer and CRUSAFIN and any respective successors and assigns as to all Contracts Dealer sells to CRUSAFIN whether before or after the date hereof until terminated by receipt of written notice by either party from the other. Any such termination shall not relieve either party from any obligation or liability incurred prior to the effective date of termination.

**9. Jurisdiction and Venue:** The parties acknowledge that this Agreement was entered in Broward County, Florida. Dealer and CRUSAFIN agree that any administrative proceeding or lawsuit arising out of related to or in connection with this contract must be brought exclusively in Federal or State Court located in Broward County in the State of Florida. Dealer consents to personal jurisdiction in the State of Florida and venue in Broward County, Florida.

**10. Attorney's Fees and Costs:** The prevailing party in any action brought to enforce the terms of this Agreement shall be entitled to recover all legal costs to include attorneys' fees at all levels from the non-prevailing party.

**11. Modification:** This contract cannot be modified, altered, amended or changed except by written instrument signed by both parties.

**12. Ancillary Products:** In the event the Buyer is entitled to a refund or rebate of any payment or premium for ancillary or external products, including but not limited to GAP insurance, warranties and service contracts, credit, life and disability insurance, interior/exterior coverage, and vehicle theft registration systems (VTR) ("Ancillary Products"), Dealer shall, within fifteen (15) days after notice, pay to CRUSAFIN any refund due to the Buyer, but only to the extent that the Dealer has actually received said payment or premium.

**13. Miscellaneous:** CRUSAFIN may assign or transfer, in whole or in part, this Agreement and in such event CRUSAFIN' assignee or transferee shall have all of CRUSAFIN' rights, powers, privileges and remedies to the extent of the Assignment. DEALER MAY NOT ASSIGN, TRANSFER, PLEDGE, OR HYPOTHECATE IN ANY FASHION ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART WITHOUT CRUSAFIN' WRITTEN CONSENT. Any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original

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but all of which together shall constitute one and the same agreement. A facsimile copy of a signature shall be treated as an original. Both Dealer and CRUSAFIN acknowledge that the entire agreement and understanding is in this Agreement and there are no other prior contemporaneous written or oral agreements, understandings, undertakings, negotiations, promises, discussions, warranties or covenants not specifically referred to or contained in this Agreement and that any such negotiations merge into this Agreement. **CRUSAFIN RESERVES THE RIGHT TO AMEND THIS AGREEMENT FROM TIME TO TIME AND IN EACH SUCH INSTANCE WILL PROVIDE DEALER WITH WRITTEN NOTICE OF SAID AMENDMENTS; DEALER'S CONTINUED BUSINESS TRANSACTIONS WITH CRUSAFIN AFTER RECEIPT OF SAID NOTICE SIGNIFY DEALER'S CONSENT TO SAID AMENDMENTS.** No waiver of any other provision (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. Headings at the beginning of each paragraph are for convenience only and are not intended to otherwise influence or affect the interpretations of any provision of this Agreement. All notices required or permitted to be given must be in writing and will be effective if by personal delivery, telefax or overnight courier upon receipt, or if by mail, five business days following deposit in the United States mails, postage prepaid and properly addressed as indicated below or as otherwise changed by proper notice of such change. Dealer authorizes CRUSAFIN to send faxes to the facsimile number set forth below and emails to the email address set forth below.

[Remainder of Page Intentionally Blank; Signatures on Following Page(s)]



IN WITNESS WHEREOF, this Agreement is executed by Dealer on the date shown by Dealer's signature below and accepted by CRUSAFIN on the date shown by CRUSAFIN' signature below.

**Crédito Real USA Finance, LLC**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:** \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**CO-OWNER:** \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was executed and acknowledged before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20 by \_\_\_\_\_ as \_\_\_\_\_

*Name of Person Signing*

*Title/Authority of Person Signing*

for \_\_\_\_\_, who is [ ] personally known to me

*Name of Dealership*

or [ ] produced \_\_\_\_\_ as identification.

*Type of Identification Produced*

(Seal) *Notary Signature:* \_\_\_\_\_

*Print, Type or Stamp Name of Notary:* \_\_\_\_\_

Initials: \_\_\_\_\_