SELLER’S ASSIGNMENT OF CONTRACT

For value received, the undersigned ("Assignor") does hereby sell, assign and transfer to Freeway Funding, Inc. ("Freeway") all of its right, title and interest in the attached and below-referenced contract for purchase of a motor vehicle ("Contract") between Assignor and the below-referenced buyer ("Buyer"), the property described therein ("Unit"), and the monies to become due hereunder, such assignment made with limited recourse as defined in the Master Dealer Agreement and any other agreements then in effect between Freeway and Assignor.

Assignor represents and warrants that it is bound by the terms of the Master Dealer Agreement between it and Freeway. Should any of the representations or warranties in the Master Dealer Agreement between Assignor and Freeway be false or breached, Assignor agrees to pay Freeway upon written demand the full recourse amount then due according to the terms of the Master Dealer Agreement, whether or not possession of the Unit covered hereby has been taken by Freeway or suit has been instituted against the purchaser or the Assignor, or both. Assignor agrees that the taking of possession of the Unit shall not be deemed an election of remedies, and Assignor agrees to pay any deficiency thereafter remaining. If Freeway is required to bring action against Assignor as a result of the breach of any representation or warranty contained in this assignment or in the Master Dealer Agreement, Assignor agrees to pay reasonable attorney fees and court costs incurred by Freeway in such action. Assignor consents to extensions of payment or alterations of said agreement or impairments of remedies which may be granted by the holder hereof, and waives any and all notice of nonpayment, demand or protest, which otherwise might be required under this assignment or in connection therewith. Seller hereby waives all statutes of limitations and the defense thereof.

Assignor agrees to indemnify Freeway and hold Freeway harmless from all claims, actions, suits, proceedings, cost, expenses, loss, damage, and liabilities, including attorney fees, arising out of, connected with, relating to or resulting from any contention, whether well-founded, baseless or otherwise, that any of the above representations and warranties and/or the representations and warranties contained in the Master Dealer Agreement are false or that any has been breached.

CONTRACT DATE: ___________________________   VEH YEAR: ___________________________

BUYER NAME: ___________________________   VEH MAKE: ___________________________

CO-BUYER NAME: ___________________________   VEH MODEL: ___________________________

VIN: _______________________________________

SELLER (DEALERSHIP) NAME: ___________________________

SELLER’S SIGNATURE NAME: ___________________________

NAME/TITLE: ___________________________   DATE: ___________________

Please email signed document to funding@freewayfunding.com or fax to (805) 288-5690

v.07.19