



FUNDS TRANSFER AGREEMENT AND AUTHORIZATION

1. Dealership agrees to indemnify and hold **Apex Auto Lending** harmless from any loss, cost or expense (including reasonable attorney's fees) caused by Dealerships' mistakes, omissions, or failure to exercise reasonable care or comply with this agreement.
2. In the event that any entry or file of entries is delivered to **Apex Auto Lending** by an agent of Dealership, **Apex Auto Lending** may act without further inquiry and shall be fully protected in acting in reliance upon such entry or file of entries of Dealership as to whether the same is authorized.
3. This agreement may be modified only by an agreement in writing, signed by both the Dealership and **Apex Auto Lending**. Either party, however, may terminate the agreement upon written notice to the other. Termination shall not, however, relieve either party of any obligations of liabilities incurred prior to the effective date of such termination.
4. Either party may change its information by providing 10 day's written notice of such change to the other party hereto in the manner prescribed above. This document, and any notices, sent by facsimile or photocopy shall be as binding as the original for all purposes.
5. Dealership hereby grants to **Apex Auto Lending** the authority to initiate credit and debit entries for retail installment contract proceeds, dealer participation payments and other agreed fees and proceeds to and from Dealership 's Consumer Loan Account at its financial institution. The Dealership Bank and account information is provided above: