

# ***YARDLEY FINANCIAL CORP.***

## **LOAN PURCHASE PROGRAM**

---

### **ATTENTION:** **USED CAR / FINANCE MANAGERS!**

***DO YOU HAVE CUSTOMERS LEAVING THE DEALERSHIP WITHOUT A CAR?***

**WE HAVE A FINANCE PROGRAM THAT HAS A 99% APPROVAL RATIO!!**

#### **PROGRAM HIGHLIGHTS**

- Advance: Up to 110% of **NADA Trade In.**
- Maximum check to dealer is \$12,000
- No age or mileage restrictions
- Up to 48 month term on vehicles with under 125,000 miles
- Deal structures will be calculated through Yardley Financial Corp.

#### **ITEMS NEEDED TO GET APPROVAL:**

1. CREDIT APPLICATION
2. BOOK OUT SHEET
3. BUYERS ORDER
4. CREDIT BUREAU

**ALL YOU NEED TO DO IS FAX THESE 4 ITEMS!**

***Frank Dragoni***  
**YARDLEY FINANCIAL CORP.**  
**81 BIG OAK RD.**  
**SUITE 205**  
**YARDLEY, PA. 19067**

**215-525-5465 x101**  
**215-736-0162 (Fax)**

# *Yardley Financial Corporation*

## DEALER'S SIGN UP CHECKLIST

- Copy of Banking and Current Dealer License \_\_\_\_\_
- Completed Dealer Application \_\_\_\_\_
- Signed and Notarized Dealer Agreement \_\_\_\_\_
- Tax ID Number \_\_\_\_\_
- 2 Years Tax Returns (Independents Only) \_\_\_\_\_
- 2 Months Bank Statements (Independents Only) \_\_\_\_\_
- Photos of Dealership (Independents Only) \_\_\_\_\_
- Dollar Amount Owed to Floor Planner \_\_\_\_\_

***Any missing items will delay the sign up process!***

Return Completed Dealer Pack to:

Yardley Financial Corp.  
Attn: Frank Dragoni, President  
81 Big Oak Rd.  
Suite 205  
Yardley, Pa. 19067

***Yardley Financial Corporation***  
**DEALER APPLICATION**

DEALER NAME: \_\_\_\_\_

DBA: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CORPORATION: \_\_\_\_\_ SOLE PROPRIETORSHIP: \_\_\_\_\_ OTHER: \_\_\_\_\_

PRINCIPALS: \_\_\_\_\_

AUTHORIZED DEALER LICENSE DATE OF INCEPTION: \_\_\_\_\_

DO YOU HAVE A FLOOR PLAN: YES \_\_\_ NO \_\_\_ AMOUNT OWED: \_\_\_\_\_

IF YES, NAME OF COMPANY FLOOR PLAN IS WITH: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ CONTACT: \_\_\_\_\_

OTHER FINANCE COMPANIES USED:

1. \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

2. \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

3. \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

I/We hereby authorize the release of any and all information to Yardley Financial Corp. that may be required for the purpose of a credit transaction.

OWNER / PRESIDENT'S PRINTED NAME: \_\_\_\_\_

PRESIDENT / OWNERS SIGNATURE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**YARDLEY FINANCIAL CORP.**

DEALER BUSINESS NAME:

DATE:

DEALER ADDRESS:

Dear:

***Subject: Purchase of Retail Installment Contracts***

You have in the past sold to us, and/or we may elect in the future to purchase from you from time to time, retail installment contracts arising out of your sale of motor vehicles ("Contracts"). The following terms apply with respect to each Contract we have already purchased from you and each Contract we may elect to purchase from you in the future.

1. As material consideration for our agreement to purchase the Contracts from you, you represent and warrant to us with respect to each Contract as of the date we purchase the Contract that (a) such Contract arose from the sale of the motor vehicle described in the Contract ("Purchased Vehicle"), (b) the title to the Purchased Vehicle was at the time of sale vested in you free of all liens and encumbrances and a security interest in such vehicle is now vested in you subject only to the right of the buyer(s) described in the Contract (the "Buyer"), (c) all information provided by you, your employees or agents with respect to the Purchased Vehicle, the Buyer, the related Contract, or otherwise in connection with our purchase of the Contract, including any information provided in any book sheet, any form(s) completed or other information provided at our website, or any other document provided to us prior to our purchase of the Contract, is true, accurate and complete, (d) the Contract is valid and enforceable against the Buyer, (e) there is unpaid the full amount represented as being owing, which amount is subject to no defense, set-off or counterclaim whatsoever, or want of legal capacity on the part of any Buyer, (f) no Buyer or other person gave a "held" or post dated check, deferred down payment note or similar obligation in connection with the sale of the motor vehicle described in the Contract *or* if a Buyer did give any such item, such item is as disclosed to us in writing prior to our purchase of such Contract ("Disclosed Down Payment Arrangement"), (g) the Contract (and, if applicable, the Disclosed Down Payment Arrangement) contains all agreements and understandings, written or oral, between you and the Buyer with respect to the sale and/or financing of the Purchased Vehicle, and the Contract does not replace, restate or amend any previous retail installment contract or other agreement that you may have entered into with Buyer, (h) the Contract complies with, and the sale described in the Contract was completed in accordance with, all applicable federal and state laws, rules and regulations, including without limitation the Truth in Lending Act (as implemented by Regulation Z), the Federal Consumer Credit Protection Act, the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, the Equal Credit Opportunity Act, the Federal Trade Commission Act, and any regulations promulgated under these laws, and (i) the Purchased Vehicle was delivered to the Buyer in good condition, has been accepted by the Buyer and is in Buyer's possession, remains in good condition with no existing unrepaired collision damage, and is as represented to us by you in any book sheet, any form(s) completed or other information you provided at our website, or in any other document you provided to us prior to our purchase of the Contract.

2. If (a) any one or more of the above representations or warranties shall have been untrue in any respect as of the date we purchased the applicable Contract, if (b) there is a Disclosed Down Payment Arrangement with respect to a Contract and the first scheduled installment payment under the Contract is not paid in full and on time or any part of such first scheduled payment is made by you, or if (c) in any bankruptcy proceeding, it is determined that our security interest in the Purchased Vehicle is invalid, impaired or unperfected, then you will, upon our demand, repurchase each Contract with respect to which either clause (a), (b) or (c) applies, notwithstanding any provisions of such Contract to the contrary. The purchase price shall be the amount of the unpaid balance less our current unearned discount, if any, on the Contract(s) to be purchased, plus our cost and expenses, including attorney fees at trial, on appeal or in any arbitration or bankruptcy proceeding, and shall be payable in cash, cashier's check or other immediately available funds. You will not have the right to cure any breach of a representation or warranty under this letter agreement. However, we may, without notice to you, and in our sole discretion, extend the time for you to cure any such breach, and/or elect not to demand repurchase of the affected Contracts as a result thereof, without waiving the right to later require you to repurchase the Contracts on account of the same breach or other breaches

3. You agree to indemnify, hold harmless and defend us, including our shareholders, directors, officers and employees, from and against any cost, expense (including attorney fees at trial, on appeal or in any bankruptcy or arbitration proceeding), liability, or loss sustained by any of us, our successors or assigns arising directly or indirectly out of (a) any breach of any representation, warranty or covenant contained in this letter agreement or in a Contract, and (b) any claims or defenses, whether valid or invalid, relating to any Purchased Vehicle, any Contract, or any of your acts or omissions, including any based on the Federal Consumer Credit Protection Act.

4. As partial consideration for the purchase of each Contract by us, you agree not to assert against us any claim, lien or encumbrance, which you now have or may hereafter have with respect to the applicable Purchased Vehicle.

5. The following person(s) are your designated signatories, who shall have conclusive authority to affect the sale and transfer of Contracts to us and sign all retail installment contracts, agreements and other documents related thereto:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

You may change one of the authorized signatories only by written notice indicating who should be removed as an authorized signatory and containing the name and signature of the new authorized signatory. Nothing in this paragraph shall be construed as limiting the authority of any of your other officers or employees to effect the transfer of Contracts and/or sign the documents related thereto, or as limiting our right to rely conclusively on the authority of such other officers or employees.

6. If you have an unsatisfied repurchase or indemnity obligation under this letter agreement, under any Contract, or under any other agreement you may have entered into with us, we have the right, in our sole discretion, to set off the amount of such obligation(s) against any funds that we may owe you for the purchase of a Contract as contemplated in this letter agreement.

7. We shall have the right, either in our own name or in your name, to take all actions and exercise all remedies under the Contracts. In addition, you hereby irrevocably appoint us as your attorney-in-fact with full power of substitution upon the occurrence of any default by you under this letter agreement or any Contract to execute such assignments and instruments (including without limitation motor vehicle titles) in our or your name as may be expedient to allow us to realize the benefits of the Contracts and to do any and all things necessary and proper to carry out the purposes contemplated by this letter agreement.

8. You agree to cooperate as requested by us to assist us in realizing the benefits of this agreement and the purchase of the Contracts. This includes, without limitation, allowing us reasonable and timely access to all of your records relating to any Contract or Purchased Vehicle (which records you agree not to dispose of without our prior written consent) and forwarding to us by mail within two (2) working days of receipt any payments (properly endorsed to us, if applicable) you receive on a Contract after the date you have sold it to us.

9. In there is a conflict between any of the representations, warranties or covenants in this agreement, any Portfolio Purchase Agreement you may have entered into with us, or any Contract, the most restrictive provisions shall control.

10. If you are an entity, you (and the individual signing on your behalf) represent and warrant to us that such entity has the full power and authority to enter into and perform its obligations under this letter agreement, and that you are duly authorized to execute this agreement on behalf of the entity.

**11. RECOURSE / REPURCHASE: EACH CONTRACT WE PURCHASE FROM YOU IS UNDER FULL RECOURSE UNTIL CUSTOMER MAKES 1 FULL MONTHLY PAYMENT TO US. THIS PAYMENT MUST BE MADE WITHIN 30 DAYS OF THE DUE DATE ACCORDING TO THE CONTRACT. IF THE CUSTOMER DOES NOT MAKE THIS PAYMENT YOU AGREE TO REPURCHASE THE CONTRACT UPON OUR DEMAND FOR THE ADVANCE AMOUNT.**

Please sign where indicated below to acknowledge your acceptance of these terms, and return to us a copy of the signed letter. Please remember to enter the authorized signatory (ies) in paragraph 5 above.

Very Truly Yours,  
YARDLEY FINANCIAL CORP.

By: \_\_\_\_\_  
Name: Frank Dragoni-President

AGREEMENT TO TERMS:

The undersigned hereby agrees to the terms and conditions contained in this letter.

[IF YOU ARE A CORPORATION]\*

\_\_\_\_\_ [Name of corp.]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[IF YOU ARE A LIMITED LIABILITY COMPANY]\*

\_\_\_\_\_ [Name of LLC]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*NOTE: only an officer (President, Vice President or Secretary) who is duly authorized to enter into this agreement may sign this letter on behalf of a corporation or LLC.

# ***YARDLEY FINANCIAL CORP.***

***Phone: 215-525-5465***

***Fax: 215-736-0162***

## **CONTACT SHEET:**

### ***Underwriting and Sales:***

Frank Dragoni (x101)

John Toy (x104)

### ***Funding:***

Melissa Laboy (x103)

***Send packages for funding and lienholder address:***

***Yardley Financial Corp***

***81 Big Oak Rd.***

***Suite 205***

***Yardley, Pa. 19067***