



Fax Funding Addendum to Dealer Agreement

THIS ADDENDUM ("Addendum") to the Dealer Agreement dated _____ ("Dealer Agreement"), is entered into this ____ day of _____, 20__ by and between AXOS BANK ("Bank") and _____ ("Dealer").

WHEREAS, Bank and Dealer have entered into the Dealer Agreement pursuant to which Dealer may sell and Bank may purchase certain Contracts (as defined in the Dealer Agreement);

WHEREAS, Dealer desires, in an effort to expedite funding, to submit Contracts for funding to Bank via facsimile or other electronic submission; and, WHEREAS, Bank may fund Contracts pursuant to this Addendum in accordance with the terms and conditions established herein and subject to the terms of this Addendum and the Dealer Agreement.

NOW, THEREFORE, for and in exchange of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Dealer may submit to Bank for funding a facsimile copy or other electronic version of a Contract (each a "Fax Funding Submission").
2. Bank, in its sole discretion, may elect to fund a Contract based on a Fax Funding Submission. Any such funding and the purchase of the related Contract shall be subject to all terms and conditions of the Dealer Agreement.
3. Regardless of any fax funding, Bank must receive the original executed Contract, associated signed Credit Application, and any other documentation provided in the Credit Program required by Bank for Contract funding and lien perfection, and any other Required Documents, no later than seven (7) calendar days from delivery by Bank to Dealer of the funding proceeds. All original Required Documents must be identical to those provided Bank via any Fax Funding Submission.
4. In the event Bank fails to receive all original Required Documents by the time required in Section 3 above, Dealer agrees to immediately repurchase any such Contract upon demand by Bank.
5. Regardless of any Fax Funding Submission or associated funding by Bank, all representations and warranties of Dealer with regard to each Contract shall apply.
6. The Dealer Agreement shall survive in full force and effect and shall not otherwise be affected by this Addendum.
7. Capitalized terms used herein not otherwise defined shall have the meaning ascribed in the Dealer Agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound, do hereby execute this Addendum effective concurrent with the Dealer Agreement.

AXOS BANK

[DEALER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____