

TITLE GUARANTY AND INDEMNITY AGREEMENT

THIS TITLE GUARANTY AND INDEMNITY AGREEMENT is made by the undersigned DEALER and/or INDIVIDUAL(S) in favor of and for the benefit of CREDIFLASH LLC, (in Homestead, FL), hereinafter "CREDIFLASH", and is given connection with the assignment by DEALER to CREDIFLASH of that certain retail installment contract pertaining to the sale of a motor vehicle ("Contract") more particularly described as follows:

DEALER / CUSTOMER NAME:

BUYER(S):

DATE OF CONTRACT:

VEHICLE DESCRIPTION:

VIN:

IN CONSIDERATION of the purchase by CREDIFLASH of the contract described above, DEALER/CUSTOMER wholly and unconditionally guarantees that (i) it will promptly prepare and file, with the appropriate governmental agency or authority, all documents necessary to transfer ownership of the above described Motor Vehicle from DEALER/CUSTOMER to BUYERS(S), (ii) it will deliver to CREDIFLASH, within the state law time frame for perfection of CREDIFLASH's security interest in the Motor Vehicle or thirty (30) days from the Date of Contract set forth above, whichever occurs earlier, evidence that such transfer documents, with a first lien for the benefit of CREDIFLASH noted thereon, have in fact been filed with the correct governmental agency or authority, (iii) the ownership transfer documents contain the same odometer mileage reading as was supplied to CREDIFLASH in supporting documents, and (iv) it will cause, within the state law time frame for perfection of CREDIFLASH's security interest in the Motor Vehicle or thirty (30) days from the Date of Contract, whichever occurs earlier, such governmental agency or authority to issued and deliver a certificate of title or other such proof of lien perfection to CREDIFLASH. DEALER and/or INDIVIDUAL(S) also agree to indemnify, defend and hold harmless CREDIFLASH from and against any and all losses, damages, expenses, claims and defenses arising between Date of Contract and the date such title transfer documents are filed by DEALER/CUSTOMER related in any manner to the imposition or creation of intervening liens or rights with respect to the Motor Vehicle, including, but not limited to, mechanics', impoundment and other storage liens. DEALER/CUSTOMER represents and warrants that it has the absolute and unconditional right to assign the certificate of Title to the BUYERS(S).

In the event, for any reason and whether within or without the control of the DEALER/CUSTOMER, evidence of transfer documents are not delivered to CREDIFLASH as hereinabove guaranteed, or should an intervening lien arise between the Date of Contract and the date such transfer documents are filed of record, DEALER and/or INDIVIDUAL(S) hereby agree unconditionally, upon demand, to repurchase the contract from CREDIFLASH and to pay therefore the full outstanding balance then unpaid, whether the contract shall then be, or not be, in default, as well as costs incurred by CREDIFLASH in attempting to obtain a certificate of Title for the Motor Vehicle described above and enforcing the guaranty and indemnity contained herein. DEALER and/or INDIVIDUAL(S) waive any all defenses that they might raise regarding CREDIFLASH's demand that DEALER and/or INDIVIDUAL(S) repurchase the contract as hereinabove provided.

The agreements of DEALER and INDIVIDUAL(S) made herein are cumulative and shall be in addition to any and all other agreements, representations and indemnities made by DEALER and/or INDIVIDUAL(S) in favor of CREDIFLASH in any other agreement or assignments.

Dealer/Customer Signature

Print Name:

Title:

Date: