

To: UDAC

CROSS DEFAULT AND CROSS COLLATERALIZATION AGREEMENT

I _____ (“buyer”) intend to enter into one or more retail installment sale contracts, lease contract or other credit arrangements (the “Contract”) with _____ (“Dealer”) who in turn intends to assign, sell or otherwise transfer the Contract to UDAC (“Assignment”) should UDAC be willing to accept the Assignment.

I understand that Dealer’s willingness to enter into the Contract is conditioned upon the Assignment, which in turn requires the undersigned execution of this cross default and cross collateralization agreement (“Agreement”).

1. **Definitions.** The terms listed below shall have the meanings indicated:
 - a. “Collateral” means any and all of my tangible and intangible assets in which I have granted UDAC a security interest though any Security Agreement.
 - b. “Obligations” means any and all of our debts of other obligations to UDAC, now existing or hereafter arising, whether created directly or acquired by assignment, sale or other transfer from Dealer, other dealers or otherwise.
 - c. “Security Agreement” means any existing or future agreement which grants a security interest in any of the Collateral to secure any of the Obligations, including but not limited to all security interests obtained indirectly by UDAC by assignment, sale or other transfer from Dealer, other dealers or otherwise.
2. **Cross-Default.** Any default of breach by any of the undersigned under any of the agreements evidencing the Obligations of the Security Agreements shall constitute a default under each and every such agreement.
3. **Cross-Collateralization.** Any and all Collateral shall secure any and all Obligations.
4. **Effect on Other Agreements and Security Interest Previously Granted.** This Agreement amends, augments and adds to (but does not substitute for) each of the agreements evidencing the Obligations or any Security Agreement and shall not otherwise limit or affect the rights and remedies of UDAC under any such agreements. This agreement is not intended as novation, refinancing or restatement of existing debts.
5. **Future Assignments.** UDAC may, in its sole and absolute discretion, accept additional Assignments or enter into other credit arrangements involving me, all of which will be subject

to the terms of this Agreement. Nothing in this Agreement shall be construed as a commitment by UDAC to accept future Assignments from, extend loans or make other financial accommodations involving me or anyone else.

6. No Other Understandings. I acknowledge that UDAC has no promise to induce execution of this Agreement and that there are no other agreements or understandings, either oral or in writing, affecting this Agreement. Nothing in this Agreement shall be considered a waiver by UDAC of any existing or future defaults by me of any Security Agreement or Obligation.
7. Duration. This Agreement shall remain in effect so long as any of the Obligations are outstanding.

Date: _____

Buyer: _____

Co Buyer: _____

Accepted By:

UDAC

By: _____

Its: _____

Date: _____