



**TD Auto Finance**  
**SPECIAL POWER OF ATTORNEY**  
**(RETAIL)**

LOAN NO.

DEALER NO.

**Dealer:**

Company: TD Auto Finance LLC

**Date:**

**This Special Power of Attorney is executed pursuant to, and supplements, a certain Retail Installment Contract and Lease Program Agreement (the "Agreement") dated the above date between TD Auto Finance LLC (the "Company") and the above-named entity ("Dealer"), specifically agrees as follows:**

POWER OF ATTORNEY. Dealer irrevocably appoints the Company as its true and lawful attorney-in-fact, coupled with an interest, and with full power of substitution, for the purpose of accomplishing any and all of the following actions: (1) To sign Dealer's name on any UCC-1 financing statement, motor vehicle bill of sale, certificate of title or registration, or application or form submitted to a public agency, and/or on any other document necessary to perfect the Company ownership, security and other rights and interests in and with respect to the Vehicles, Contracts purchased from Dealer and the other Collateral; (2) To demand, collect or receive, receipt for, sue and recover all sums of money and which may now and in the future become due, owing and payable with respect to each purchased Contract or other Collateral; (3) To sign Dealer's name on any check, draft or other instrument received in payment or as proceeds under any purchased Contract or other Collateral; (4) To assert, settle and compromise any and all claims arising with respect to each leased or sold Vehicle, and with respect to each purchased Contract or other Collateral; (5) To further act in Dealer's name, place and stead to perform such acts that may be required of Dealer under the Agreement, of which Dealer may not fully, or may refuse to perform for any or no reason, or that Dealer may delay in performing; and (6) To contact Customers and other parties to confirm balances owed under Contracts and other Collateral, and to verify such other information as the Company may request or require. The Company may take any and all of the above actions as the Company may deem to be necessary and proper within the Company's sole and exclusive discretion, without any obligation to do so, and at any time and from time to time. This power of attorney is irrevocable and shall remain in full force and effect until renounced by the Company in writing.

DEFINITIONS. All definitions set forth in the Agreement shall apply under this Special Power of Attorney.

SUPPLEMENT TO THE AGREEMENT. This Special Power of Attorney supplements the Agreement between the Company and Dealer, and for all purposes is to be considered a part of the Agreement. All provisions of the Agreement remain in full force and effect, and are not affected by this Special Power of Attorney.

DEALER	ADDRESS		
BY	CITY	STATE	ZIP
NAME	ITS		

Recommended in Alabama, Alaska, Arizona, District of Columbia, Florida, Georgia, Indiana, Kansas, Minnesota, Missouri, Montana, New York, North Carolina, Oregon, Puerto Rico, South Carolina, Tennessee, Utah, West Virginia and Wyoming.

**NOTARIAL AFFIDAVIT**

**STATE OF** \_\_\_\_\_ **COUNTY OF** \_\_\_\_\_

I, the undersigned Notary Public, hereby affirm that the above personally appeared before me and attested that he/she executed the foregoing Special Power of Attorney as the proper and duly authorized representative(s) of Dealer.

**SWORN TO AND SUBSCRIBED**

A Notary Public duly commissioned and qualified for the State

this \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_

My commission expires: \_\_\_\_\_

NAME \_\_\_\_\_