



UCC

LIEN NO. 93902228

DRIVEWAY FINANCE COR

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) DATA RESEARCH, INC. 7185 SW Sandburg St, #110 Portland, OR 97223

6 pgs

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Driveway Finance Corporation				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 9020 SW Washington Square Road Suite 301		CITY Tigard	STATE OR	POSTAL CODE 97223
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Citibank, N.A., as Indenture Trustee				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 388 Greenwich Street		CITY New York	STATE NY	POSTAL CODE 10013
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto, consisting of 4 pages, which is made a part hereof. A purchase of, or security interest in, any collateral described in this financing statement will violate the rights of the Secured Party.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
File with Oregon Secretary of State

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME Driveway Finance Corporation	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME DFC Funding, LLC				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS 9020 SW Washington Square Road Suite 301	CITY Tigard	STATE OR	POSTAL CODE 97223	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT A TO UCC-1 FINANCING STATEMENT

This UCC-1 Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code in effect as of the date hereof in the State of Oregon.

1. Debtor

Driveway Finance Corporation
9020 SW Washington Square Road, Suite 301
Tigard, Oregon 97223

2. Assignor Secured Party

DFC Funding, LLC
9020 SW Washington Square Road, Suite 301
Tigard, Oregon 97223

3. Assignee of Assignor Secured Party

Citibank, N.A., as Indenture Trustee
388 Greenwich Street
New York, New York 10013

4. Description of Property Covered

This filing covers all of the Debtor's right, title and interest in and to, whether now existing or hereafter created, the following (collectively, the "Collateral"):

- (a) the Receivables and all moneys received thereon after the Cutoff Date;
- (b) the security interests in the Financed Vehicles granted by Obligors pursuant to the Receivables and any other interest of the Debtor in such Financed Vehicles;
- (c) any proceeds and the right to receive proceeds with respect to the Receivables from claims on any physical damage, credit life or disability insurance policies covering Financed Vehicles or Obligors and any proceeds from the repossession or liquidation of the Receivables;
- (d) any proceeds from any Receivable repurchased by a Dealer pursuant to a Dealer Agreement as a result of a breach of representation or warranty in the related Dealer Agreement;

- (e) all of the Debtor's rights under any Service Contracts on the related Financed Vehicles;
- (f) the related Receivable Files;
- (g) all of the Debtor's (i) Accounts, (ii) Chattel Paper, (iii) Documents, (iv) Instruments and (v) General Intangibles (as such terms are defined in the UCC) relating to the property described in (a) through (f); and
- (h) all proceeds and investments with respect to items (a) through (g).

5. Definitions

The following capitalized terms used herein shall have the meanings set forth below:

"Contract" means a motor vehicle retail installment sale or a promissory note.

"Cutoff Date" means April 30, 2024.

"Dealer" means a dealer who sold a Financed Vehicle and who originated and assigned the respective Receivable to the Debtor under a Dealer Agreement or pursuant to a Dealer Assignment.

"Dealer Agreement" means any agreement between a Dealer and the Debtor relating to the acquisition of Receivables from a Dealer by the Debtor.

"Dealer Assignment" means, with respect to a Receivable, the executed assignment executed by a Dealer conveying such Receivable to the Debtor.

"Financed Vehicle" means new and used automobiles, light duty trucks, minivans and sport utility vehicles, together with all accessions thereto, securing an Obligor's indebtedness under the respective Receivable.

"Holding Trust" means LAD Auto Receivables Holding Trust 2024-2.

"Issuer" means LAD Auto Receivables Trust 2024-2.

"Lien Certificate" means, with respect to a Financed Vehicle, an original certificate of title, certificate of lien or other notification issued by the Registrar of Titles of the applicable state to a secured party which indicates that the lien of the secured party on the Financed Vehicle is recorded on the original certificate of title. In any jurisdiction in which the original certificate of title is required to be given to the Obligor, the term "Lien Certificate" shall mean only a certificate or notification issued to a secured party. For Financed Vehicles registered in states which issue confirmation of the lienholder's interest electronically, the "Lien Certificate" may consist of notification of an electronic recordation, by either a third party service provider or the relevant Registrar of Titles of the applicable state, which indicates that

the lien of the secured party on the Financed Vehicle is recorded on the original certificate of title on the electronic lien and title system of the applicable state.

"Obligor" on a Receivable means the purchaser or co-purchasers of the Financed Vehicle and any other Person who owes payments under the Receivable.

"Receivable Files" means, with respect to each Receivable:

(i) with respect to tangible chattel paper, the fully executed original of the Contract (which may contain electronic, facsimile or manual signatures) or, with respect to electronic chattel paper, an authoritative copy of the Contract; and

(ii) the Lien Certificate (when received), and otherwise such documents, if any, that the Debtor keeps on file in accordance with its customary servicing practices indicating that the Financed Vehicle is owned by the Obligor and subject to the interest of the Debtor as first lienholder or secured party (including any Lien Certificate received by the Debtor), or, if such Lien Certificate has not yet been received, a copy of the application therefor.

"Receivables" means the Contracts listed on Schedule A attached to the Purchase Agreement (which Schedule A may be in the form of microfiche or a disk).

"Registrar of Titles" means, with respect to any state, the governmental agency or body responsible for the registration of, and the issuance of certificates of title relating to, motor vehicles and liens thereon.

"Sale and Servicing Agreement" means the Sale and Servicing Agreement, dated as of June 20, 2024, by and among the Debtor, as servicer, the Assignor Secured Party, as seller, the Issuer, the Holding Trust, Vervent Inc., as backup servicer and the Assignee of Assignor Secured Party, as indenture trustee.

"Service Contract" means, with respect to a Financed Vehicle, the agreement, if any, financed under the related Receivable that provides for the repair of such Financed Vehicle.

"UCC" means the Uniform Commercial Code as in effect in the relevant jurisdiction on the date of the Sale and Servicing Agreement.

Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as the same may be amended from time to time in accordance with its terms, the "Purchase Agreement"), dated as of June 20, 2024, by and between the Debtor and the Assignor Secured Party.

6. Miscellaneous

A purchase of, or a security interest in, any of the aforementioned Collateral, other than as contemplated in the Purchase Agreement, will violate the rights of the Assignee of Assignor Secured Party.

Schedule A attached to the Purchase Agreement and incorporated herein, which contains a true and complete listing of all Receivables which have been transferred pursuant to the Purchase Agreement, has been delivered or transmitted by the Debtor to the Assignee of Assignor Secured Party on or prior to the Closing Date, and such schedule remains in the possession and control of the Assignee of Assignor Secured Party. Interested parties may contact the Debtor during normal business hours to view a copy of the Purchase Agreement, and specific records describing the above-described collateral (including the schedule of Receivables sold pursuant to the Purchase Agreement).