

## ADDITIONAL TERMS AND CONDITIONS

**PROMISE TO PAY:** Buyer(s) promise to pay to the Seller the Amount Financed plus Finance Charge at the Annual Percentage Rate in consecutive monthly installments as indicated on the other side of this contract until paid in full.

**DELINQUENCY CHARGES:** When any installment is not paid in full within 10 days after its scheduled due date, the Seller may charge 5% of the installment. Interest after maturity shall be charged at the rate of 18% per annum simple interest on the unpaid balance due on this contract.

**PREPAYMENT REBATE:** Buyer may prepay in full at any time prior to maturity and be entitled to a rebate (if \$1.00 or more) of the unearned portion of the Finance Charge computed in accordance with the Rule of 78, after first deducting an acquisition cost of \$25. If Buyer prepays on other than the regular installment date, Buyer may be assessed an additional month's Finance Charge.

**ACCELERATION REBATE:** Upon default and the continuation thereof past the grace period, if any, this contract may be accelerated by the Seller. In the event of acceleration, the Buyer will be entitled to a rebate of a portion of the Finance Charge. The method of computing said rebate will be the same as described above in the section entitled Prepayment Rebate.

**DEFERMENT CHARGE:** If all unpaid installments are deferred for not more than 2 months, the Seller may charge an amount equal to the difference between the refund required for prepayment in full as of the scheduled due date of the first deferred installment, and the refund required for prepayment in full as of 1 month prior to said date, times the number of months in which no scheduled payment is made.

**NSF CHECK CHARGE:** If the Buyer makes a payment by check and the check is not paid or is dishonored by the Buyer's financial institution, then the Seller may either deduct from the Buyer's regularly scheduled payment an amount prescribed by law or an amount equal to 5% of the face amount of the check or add such amount to the Buyer's unpaid balance.

**SECURITY INTEREST:** Seller shall retain a security interest under the Florida Uniform Commercial Code in the goods purchased. This contract is also secured by any credit insurance and the proceeds of any property insurance for which a charge is made as stated above or supplied by Buyers.

### NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

Buyer agrees to keep said property free from taxes, liens and encumbrances, in Buyer's possession at address listed above, unless otherwise approved in writing by Seller, in good condition and repair, not to use said property illegally, improperly, or for hire, nor transfer any interest therein without Seller's consent in writing; not to misuse or abuse the said property.

The Buyer has the right to choose the person through whom the automobile physical damage insurance required under this contract is to be obtained. Buyer agrees to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if Buyer does not have physical damage insurance which covers both the interest of Buyer and the Seller in the vehicle, then the Seller may buy it for Buyer. If the Seller does not buy physical damage insurance which covers both interests in the vehicle, Seller may, if it decides, buy insurance which covers only the Seller's interest.

The Seller is under no obligation to buy any insurance, but may do so if it desires. If the Seller buys either of these coverages, it will let Buyer know what type it is and the charge Buyer must pay. The charge will consist of the cost of the insurance and a finance charge, at the highest lawful contract rate. Buyer agrees to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged Buyer agrees that the Seller can use any insurance settlement either to repair the vehicle or to apply to the Buyer's debt. If Buyer is not satisfied for any reason with the Credit Life Insurance or Credit Life and Disability Insurance purchased, Buyer may return, within 15 days from the date hereof, for cancellation the certificate of insurance and a refund of the full premium paid will be made.

Time is of the essence of this contract, and in the event of non-payment by Buyer, when due, of the said Total of Payments or any installment thereof, or if Buyer fails to perform or comply with any obligation or condition of this contract, or becomes bankrupt, or if a Receiver is appointed, or if any writ issued from any Court or any Distress Warrant shall be levied on said property, or if Buyer fails to obtain or keep in force physical damage insurance on the vehicle, this contract shall be in default and the full amount remaining unpaid less rebate shall become immediately due and payable. Upon any such default or if Seller deems himself insecure, Seller may take possession of and remove (without liability) said property together with any other chattels or things attached thereto or therein contained, without notice, demand, or legal process, and for such purpose may enter upon any premises where said property may be and in so repossessing said property Seller or Assignee may take possession of any personal property contained therein not covered by this contract, which latter property Seller or Assignee will deliver to Buyer upon written itemized demand by Buyer within thirty (30) days by registered or certified mail, and upon failure of Buyer to make such demand he shall be deemed to have abandoned such property and agrees that Seller or Assignee may sell or dispose of said property to defray costs and expenses of handling and storing such property and apply the excess to the balance due hereunder. The Buyers hereunder expressly agree to waive their right to a prior hearing respecting said property and the Seller may resort to self-help in carrying out the provisions of the preceding sentences. If the Buyer does not redeem the property covered by this security agreement as provided by law, he shall forfeit all claim and right to such property, and Seller shall have the right to dispose of same by public or private sale, upon reasonable notice to Buyer, the proceeds of same to be applied first to the expense of repossession and sale, including reasonable attorney's fees, and then to the satisfaction of the secured indebtedness. Buyer agrees to pay any deficiency allowed by law.

All remedies of Seller, whether provided for herein or conferred by law are cumulative and not alternative. The failure of Seller, upon knowledge of any default or violation hereof by Buyer, to enforce the rights or remedies herein given or conferred by law, shall not be construed as a waiver of any provision hereof or any right or remedy of Seller. If Seller refers this contract for collection to an attorney who is not a salaried employee of Seller, Buyer shall be liable for the payment of reasonable attorney's fees plus court costs.

All of the terms and conditions of this contract shall apply to and be binding upon Buyer, his representatives, successors and assigns, and shall inure to the benefit of the Seller, his representatives, successors and assigns. Invalidity or unenforceability of any provision hereof shall not affect any other provision. Buyer represents that he is of lawful age and has full legal capacity to contract; and that he has read this contract and states that it contains the entire agreement of the parties.

**Notice Only To Buyers of Used Vehicles: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

### ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, assigns and transfers all Seller's right, title and interest in and to this contract, and in and to the Property described herein, to CONSUMER FINANCIAL SERVICES OF TAMPA, FL, L.L.C. (hereinafter called "Assignee"), its successors and assigns. In order to induce Assignee to accept assignment of this contract (which acceptance Assignee acknowledges by the purchase hereof), Seller represents and warrants to Assignee that this contract is genuine and in all things what it purports to be; that, if the Property described in this contract consists, in whole or in part, of goods, Seller has good title to said Property and the right to transfer title thereto; that, if the Property described in this contract consists, in whole or in part, of services, Seller has performed said services to the satisfaction of Buyer; that all parties to this contract are of legal age and have legal capacity to contract; that Seller has no knowledge of any fact which might impair the validity of this contract or render it less valuable or valueless; that Buyer's true name is signed to this contract; that this contract is a valid lien upon the Property; that the description of the Property is true and correct; that the Property was delivered to and accepted by the Buyer in good and satisfactory condition; that the Total Sale Price stated herein is correct and there is no defense to it; that the downpayment was made in full in cash and/or trade in, and no portion of it is owing by separate note or open account; and that the statements of Buyer are true; that all disclosures including all insurance disclosures, required to be made prior to Buyer signing the contract were complete and accurate and properly made; that the Cash Price of the vehicle as shown herein is the "Cash Price" as defined by applicable State and Federal Law; any optional Mechanical Breakdown Protection or Warranty Protection sold under this contract is offered for sale in comparable cash transactions at a price equal to that disclosed on the face of the contract; that Credit Life, Accident or Disability Insurance purchased by the Buyer in conjunction herewith was optional and not required and that no representations about the condition of the vehicle sold hereunder were made that are not in writing. Seller further represents and warrants that, in connection with the transaction contemplated by this contract, Seller has complied with (1) Title I (Truth in Lending Act) and Title V (General Provision) of the Consumer Credit Protection Act and the rules and regulations promulgated thereunder, (2) the Equal Credit Opportunity Act and the rules and regulations thereunder, (3) any and all Federal Trade Commission rules applicable to the transaction contemplated by this contract, and (4) any and all laws of the state wherein this contract was executed pertaining to retail installment sales. Should any representation or warranty of Seller prove untrue or inaccurate, Seller agrees upon Assignee's request to repurchase this contract for the amount owing thereon, plus costs, expenses and reasonable attorney's fees of Assignee in attempting to collect the same. In addition to the foregoing, this Assignment is subject to the provision set out on the face of this contract in the box initialed by Seller. Seller agrees that failure to initial the applicable box shall signify Seller's intention to grant Assignee full recourse in case of default. Liability of Seller arising out of or incidental to this Assignment shall not be affected by any indulgence, compromise, settlement, extension or variation of the terms of this contract effected with or by the discharge or release of the obligation of Buyer or any other person interested, by operation of law or otherwise. Seller waives all notice, including but not limited to, notice of acceptance, non-performance, compromise, settlement, extension, discharge or variation of the terms of this contract. The parties hereto disclaim any terms or understandings other than those set forth herein. Seller shall indemnify Assignee to the full extent of any losses or expenses of Assignee incurred due to Seller's breach of any representation or warranty contained herein.

**"WITHOUT RECOURSE"** The assignment of this contract shall be without recourse against Seller, except as to the representations and warranties of Seller set forth above.

**"FULL RECOURSE"** In addition to the other terms of this Assignment, Seller unconditionally guarantees payment of all sums due and to become due under this contract, and in case of default for any reason Seller will pay Assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof.

**"REPURCHASE"** In addition to the other terms of this Assignment, Seller agrees to pay Assignee, its successors and assigns, the balance owing under this contract, together with costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof, in the event that Assignee repossesses the Property and delivers it to Seller at Seller's place of business.

**"LIMITED GUARANTY"** In addition to the other terms of this Assignment, Seller agrees to protect Assignee, its successors and assigns against any loss to Assignee arising from any default by Buyer and to save Assignee harmless to the extent of the sum shown on the reverse side of this contract, and agrees to pay forthwith and without demand, said sum to Assignee upon receipt of any notice of loss, plus costs, expenses and reasonable attorney's fees incurred by Assignee in attempting to enforce the terms hereof.