

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you. e	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of _____
--	---	---	---	---

Your Payment Schedule will be: _____ e means estimate

Security: You are giving a security interest in the goods or property being purchased.

No. of Payments	Amount of Payments	When Payments are Due

Filing Fees: _____
Late Charge: If a payment is late more than 10 days. I will be charged \$10.00.
Prepayments: If I pay off early, I will not have to pay a penalty.

Your Contract documents will have additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

In this Contract, you are the Seller.

This contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.

You/We are the Buyer/s.

If there is more than one Buyer, each of us will be obligated, separately and together, for all sums due you and the performance off all agreements as provided in this Contract.

Under this contract, you agree to buy the following property, including its accesories, all of which is called the "Goods."

New/Used	Year and Make	Model/Series	Body Style	No Cyl.	Serial Number

Itemization of Amount Financed	
Cash Price	
Cash Downpayment	-
Trade-in	
Value of Trade-in	-
Lien Payoff to:	+
Unpaid Cash Price Balance	1 =
To Credit Insurance Company*	2 +
To Property Insurance Company*	3 +
To Sales Tax*	4 +
To Public Officials*	5 +
To VSI Ins Company*	6 +
	7 +
Amount Financed	
	1 to 7 =

ACCESORIES

TRADE-IN Your trade-in is described as follows:

Year and Make	Description

PAYMENT SCHEDULE: You agree to pay us the Total Sale Price for the Goods. You will do this by making the Cash Downpayment and assigning the Trade-In, if shown above, or or before the Date of Contract, an paying us the Amount Financed, plus Finance Charges, in the number and amount of monthly payments as provided in this Contract. Paymens must begin on the date indicated in the Payment Schedule and are due on the same day of each following month until we received payment in full. You may pay all or part of the Amount Financed in advance without penalty or premium. Payments must be made at any office of:

DEPENDABLE CREDIT CORP. POB 686 Ardsley, NY 10502-0686

(the "Assignee")

PROPERTY INSURANCE: You will keep the goods insured against fire, theft, collission and other risks. You can obtain such insurance from any insurer of your choice who is acceptable to us. However, if one of the boxes below is checkd, you have decided to obtain the insurane from us.

[] Collission insurance for a term of _____ months. The cost of it is \$ _____. The limit of coverage is \$ _____, less a deductible of \$ _____.

[] Cmprehensive insurance for a a term of _____ months. The cost of it is \$ _____. The limit of coverage is \$ _____, less a deductible of \$ _____. [] Other (describe)

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY OR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS (See INSURANCE on the reverse side). Amount Paid to Others on Your Behalf, we may retain a portion of these amounts.

CREDIT INSURANCE IS NOT REQUIRED: Credit Insurance is available through us for the term of this Contract at the cost(s) shown below. Sngle Credit Life and Single Credit Accident and Health Insurance are available to any one Buyer signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the cost(s) shown below are included in the Amount Financed. See the Certificate of Insurance or the Notice of Proposed Insurance given to you on a separate document.

By signing, you want Single Credit Life Insurance, which costs: _____ Your Age _____

By signing, you want Single Credit Accident and Health insurance which costs: _____

By signing, you both want Joint Credit Life Insurance, which costs:

By signing, you both want Joint Credit Accident and Health insurance which costs:

- _____
- _____

- _____
- _____

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident Health Insurance

Signatures of both Buyers to be insured for Joint Credit Life Insurance.

Signatures of both Buyers to be insured for Joint Credit Accident and Health Insurance.

SECURITY AGREEMENTTo secure the payment of all sums owed to us and the performance of all promises in this Contract, you grant us a lien and security interest in the Goods and in any parts called "accessions", which are attached to the Goods at any later time, and in all procceds of the Goods.

IF THIS CONTRACT INVOLVES THE SALE OF A USED VEHICLE, 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

USE: You will use the goods primarily for personal, family or household purposes. You will maintain the Goods in good condition and will protect them against loss, damage and destruction. You will principally keep the Goods at your address shown above or at the following address: _____

ADDITIONAL TERMS: THIS CONTRACT CONTINUES IN THE REVERSE SIDE. YOU ARE BOUND TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

NOTICE TO RETAIL BUYER(S): DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

Seller agrees to this Contract, including terms and conditions on back, and assigns it to the Assignee named above in accordance with the first Assignment printed on the reverse side and attached page 3, unless otherwise marked.

YOU/WE HAVE RECEIVED A COPY OF THIS CONTRACT SIGNED BY THE SELLER. RETAIL INSTALLMENT CONTRACT.

Seller _____

Buyer _____

By _____

Co-Buyer _____

RETAIL INSTALMENT CONTRACT (NJ)

1. **HOW WE FIGURE THE FINANCE CHARGE:** The Finance Charge (or "Time Price Difference") consists only of interest at the Annual Percentage Rate shown on the front, which is imposed each day on the outstanding balance of the Amount Financed. The Finance Charge shown on the front was figured by assuming that all your payments were made as scheduled. If any payment is late, you must pay more Finance Charge than is shown because of the additional interest imposed. If you pay early, the Finance Charge will be less. The amount of the increase or decrease in interest will be due with your last payment, which will be modified as necessary to reflect the actual amount then due.

2. **LATE CHARGE:** If we do not receive any payment within 10 days of its due date, you agree to pay a Late Charge of \$10.00. The Late Charge will be due as soon as it is charged. We will not charge you a Late Charge if the reason that the payment is late because: (a) after default we demanded that you pay the entire outstanding balance, or (b) we collected a Late Charge for an earlier payment.

3. **RETURNED CHECK CHARGE:** If the Cash Price of the Goods is more than \$10,000.00 and any check, draft or other item you send in payment of your obligation on this Contract is returned unpaid for insufficient funds, you agree to pay us a Returned Check Charge of \$20.00.

4. YOUR PROMISES:

a. **OUR SECURITY INTEREST.** You will not permit anyone other than us to obtain a security interest or other rights in the Goods. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Goods. If a certificate of title is required on the Goods, you will have our security interest noted on the certificate of title. You agree to cooperate with us and to sign any and all documents, applications or certifications as we may reasonably request which we deem necessary to perfect and protect our security interest and/or to transfer it to an Assignee.

b. **PRESERVING THE GOODS.** You will keep the Goods in good condition and repair. You will pay taxes and charges on the Goods. You will pay all costs of maintaining the Goods. You will not abuse the Goods or permit anything to be done to the Goods which will lessen their value, other than for normal wear and use. You will not use the Goods for illegal purposes or for hire. You will not sell the Goods or give them to any other person. You will permit us to inspect the Goods at all reasonable time.

c. **INSURANCE.** You will keep the Goods insured against fire, theft and other hazards customarily insured against for goods of that kind until all sums owed to us are paid in full, and will provide to us, on request, evidence that the required insurance is in force. The insurance coverage must be satisfactory to us and protect your interest and our interest at the time of any insured loss. The insurance must be written by an insurance company licensed to do business in the state where the Goods are permanently kept or garaged. The insurance policy must provide us with at least 10 days notice of any cancellation or reduction in coverage for any reason. You agree to promptly notify us of any loss or damage to the Goods and to promptly file a proof of loss with the insurance company. If you do not file a proof of loss, we may do so on your behalf. Insurance proceeds will be applied by us to repair or replace the Goods, but only if we believe this is economically feasible. Otherwise, they will be applied to reduce the unpaid balance due us.

5. **RISK OF LOSS:** Loss, damage or destruction of the Goods will not release you from your promises in this Contract.

6. **FURHTER ADVANCES SECURED:** If you fail to pay filing fees, taxes, or amounts necessary to keep the Goods in good condition and repair, we may, if we choose, advance the sums necessary to protect our interest. If you fail to keep in force the required insurance and/or fail to provide evidence of such insurance to us, we may notify you that you should purchase the required insurance at your expense. If you fail to purchase the insurance within the time stated in the notice and/or fail to provide evidence of such insurance to us, we may purchase coverage under a Lender's Collateral Protection Policy to protect our interest in the balance due under this Contract, to the extent permitted by applicable law, and charge you the cost of the premiums and any other amounts we incur in purchasing the insurance. **THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.** If permitted by applicable law, any sums we advance on your behalf may be added to the balance on which we impose interest as provided in this Contract. If we advance any amounts on your behalf, it will not cure your default. Such sums as we advance will be payable by you, as you alone may direct, as follows:

- Immediately on demand;
- Along with your monthly payment and your monthly payment will be increased accordingly;
- At or before the end of the Contract term or
- As provided for in a separate note or other credit instrument.

7. **YOUR TRADE-IN:** You promise that you have full title and the power to sell any property that you have given us as a trade-in in connection with this Contract. You promise that there no claims or security interest outstanding on that trade-in, other than the amount shown as "Lien Payoff" in the Trade-

in section of the Itemization of Amount Financed on the front side of this Contract.

8. **DEFAULT.** The following are Defaults of this Contract:

- You fail to make any payments on or before the day it comes due;
- You fail to perform any other of your promises in this Contract;
- You provide us with false information or signatures at any time;
- Any of you dies, is declared legally incompetent, or is convicted of a crime involving fraud or dishonesty;
- Any of your becomes insolvent or bankrupt;
- You sell, transfer or deliver the Good's to another person without our consent; or
- The Goods are lost, damaged or destroyed, or are levied or attached, or are subjected to a forfeiture or condemnation proceeding.

9. **OUR RIGHTS IN DEFAULT:** In addition to any rights we may have under law, upon any Default, our rights include:

- ACCELERATION.** The right to declare all sums then owing on this Contract, including earned interest, to be due and payable immediately.
- SURRENDER OF GOODS.** The right to require you to deliver the Goods to us at a place which is reasonably convenient to you and to us.
- REPOSSESSION OF GOODS.** The right to obtain possession of the Goods, with out without process of law, if you do not deliver them to us. You authorize us to peaceably enter any premises where the Goods may be in order to take possession of the Goods and remove them. You authorize us to use your license plates in removing the Goods to a place of storage. We may take any other things found in the Goods, but will return these things to you, if you ask. If you want these things back, you agree to ask us in letter sent to us by certified mail within a reasonable time.
- OUR COSTS.** The right to require you to pay our actual, necessary and reasonable costs of retaking and storing the Goods which are authorized by law. If we begin an action to collect what you owe and refer this Contract to an attorney who is not our salaried employee, you will also pay our court costs and reasonable attorney's fee not to exceed 20% of the first \$500.00 of the amount due and 10% of any excess amount due.
- SALE OF THE GOODS.** The right, as provided by law, (a) to sell the Goods at a public or private sale, or (b) to propose to keep the Goods in full satisfaction of your obligations under this Contract. In the event of sale, we will give you at least 10 days reasonable notice of the time and, if a public sale, also of the place of sale. We will apply the sale proceeds first to our costs. The balance of the proceeds will then be applied to Late Charges, and then to the balance due us. If there is a surplus, we will pay it to you. If there is still an amount due us, you must immediately pay it to us, with interest which, if permitted by law, will continue to be imposed at the rate provided in this Contract until we are paid in full.

10. **APPLICATION OF PAYMENTS:** We will apply payments in the following order: interest, late charges, fees and then principal. You agree that we may change this order at any time without notice to you, if the change in order is not less favorable to you.

11. **PREPAYMENTS:** You may prepay, in full or in part, the amount you owe on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract. This will reduce the number of payments you will make. If you prepay in full, we will refund you any part of the credit insurance premium you paid based on a formula approved by law.

12. **WAIVER.** If we waive any right or Default, that waiver is not binding on us if we later choose to exercise that or any other rights or a similar Default occurs. Our exercise of one or more rights will not cause us to lose our other rights. Without notice to you and without in any way affecting your obligations to us on the Contract, you agree that we may (a) add additional Buyers, (b) extend the time for payment of any sums due on this Contract, or (c) add or release any Goods securing repayment of this Contract. We and Assignee waive the right to treat any property as security for the repayment of this Contract except for the Goods and other Security specifically mentioned in this Contract.

13. **RIGHT OF SET-OFF:** The law gives us a right to set-off in any of your property in our possession. When we assign (transfer) our rights in this Contract, the Assignee will obtain the right of set-off. If you default, the Assignee may exercise the right of set-off and apply any of your property in the Assignee's possession, including deposit accounts, to sums you owe on this Contract.

14. **ASSIGNMENT:** You may not assign (transfer) your rights under the Contract but we may. Upon receiving notice of our sale of the Contract to the "Assignee," you agree that the Assignee shall have all our rights and remedies as the owner of the Contract and you agree to make all payments thereafter to the Assignee. Any Assignee may later sell the Contract to another Assignee who shall then be the owner of this Contract.

15. **MISCELLANEOUS:** If any part of this Contract is determined to be invalid, the rest shall remain in effect. The laws of New Jersey shall apply to this Contract, except as federal laws apply. This Contract shall benefit us and our successors and assigns, and shall bind you, your heirs and your personal representatives.

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.

NO WARRANTY: UNLESS WE PROVDE TO YOU A SEPARATE WRITTEN WARRANTY, SUCH AS ON THE WINDOW FORM FOR THIS VEHICLE, OR UNLESS WE ENTER INTO A SERVICE CONTRACT WITH YOU WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, WE MAKE NO WARRANTY TO YOU CONCERNING THE GOODS, OR THAT THEY ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. IF THE GOODS ARE NEW OR STILL UNDER THE MANUFACTURER'S WARRANTY, WE WILL PROVIDE YOU WITH THE MANUFACTURER'S WRITTEN MATERIALS, WHICH BIND ONLY THE MANUFACTURER.

(SELLER ASSIGNMENT LISTED ON SEPARATE PAGE)
NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

RETAIL INSTALMENT CONTRACT (NJ)

This page is an integral part of the RETAIL INSTALMENT CONTRACT between the below mentioned parties, which is so noted on the attached RETAIL INSTALMENT CONTRACT

Primary Buyer _____ Seller _____

CO-SIGNER NOTICE

I agree to pay the debt identified above, although I may not personally receive any property, services or money. I may be sued for payment although the person who received the property, services or money is capable of paying the debt. This notice is not the writing that obligates me to pay the debt. I should know that the Total of Payments listed above does not include Finance Charges resulting from delinquency, late charges, repossessions or foreclosure costs, court costs or attorneys' fees, or other charges that are stated in the Contract. I will also have to pay some or all of these costs and charges as required by the terms of the Contract. I have read the Retail Instalment Contract, which contains the exact terms.

I have been given a completed copy of this Notice and each writing that obligates me or the Buyer on this Contract.

Co-Signer's Signature _____ Date _____ Co-Signer's Signature _____ Date _____

CO-OWNER'S SECURITY AGREEMENT

I, the person signing below as "Co-Owner", together with the Buyer or otherwise being all of the Owners of the Vehicle give you a security interest in the Vehicle identified above. I agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. I am giving you the security interest to induce you to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. I will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner Signature _____ Date _____

SELLER ASSIGNMENTS

ASSIGNMENT

To induce you "Assignee" named on the front to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, article 2 of the New Jersey Uniform Commercial Code (N.J.S.A 12A:2-101 et seq.); our title to the Contract and the Goods (called "Vehicle" in this Assignment) covered thereby is absolute, free of all liens, encumbrances and security interest, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age, had capacity to contract and are the person(s) he, she, or they purport to be; the description of the Vehicle and extra equipment is complete and correct, the cash down payment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the down payment); all warranties, statements and signatures therein are true; there is owing thereon the Amount Financed plus earned Finance Charge as set forth therein; we are duly licensed under applicable laws of New Jersey and have duly complied with all requirements of the Retail Installment Sales Act of 1960, as amended, with respect to the transaction, and with the federal Truth-in Lending and Equal Credit Opportunity Acts and with any other federal and state laws, rules or regulations applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration; the Buyer(s) in the within Contract is personally known to the Seller to be the same identical person(s) whose signature(s) is affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor the amount owing thereon, plus any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to honor any warranty hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee and pay Assignee for same immediately in accordance with the repurchase terms set forth above, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refunds of payments made by Buyer to Assignee.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or Seller's name to take such legal or other action which Seller might have taken save for this Assignment. By delivering this Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to complete or correct the identification of the Assignee to reflect the true Assignee who purchased this Contract and/or to sign Seller's name to this Assignment, without recourse, if the Assignment has been delivered and without Seller's signature.

FULL RECOURSE ASSIGNMENT

Seller agrees, in addition to the warranties above, that in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, upon demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract as of the date of such repurchase, including any earned Finance Charges then due.

Seller/Assignor _____ Date _____ Title _____

FULL REPURCHASE

Seller agrees, in addition to the warranties stated in the first Assignment section set forth above, that in the event of default by Buyer under the Contract and provided that Assignee shall take possession of the Vehicle and tender delivery of same to Seller, Seller will, upon demand by Assignee, forthwith repurchase the Contract and/or Vehicle (regardless of condition) from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract as of the date of such repurchase, including any earned Finance Charges then due and expenses incurred in such taking and delivery of the Vehicle.

Seller/Assignor _____ Date _____ Title _____

Seller agrees, in addition to the warranties stated in the first Assignment section set forth above, that, if the Buyer defaults in any manner under the Contract, the following additional covenants shall apply, such covenants being more specifically defined in an agreement between Seller and Assignee.

_____ Type of Assignment _____ Seller/Assignor _____

_____ Date _____ Title _____