

RETAIL INSTALLMENT CONTRACT

SELLER & CREDITOR	BUYER'S NAME	CO-BUYER'S NAME
BUSINESS ADDRESS	RESIDENCE ADDRESS	RESIDENCE ADDRESS
CITY / STATE / ZIP	CITY / STATE / ZIP	CITY / STATE / ZIP

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract, each and all of which terms shall be the obligations of Buyers, if more than one, jointly and severally. Buyer acknowledges delivery and acceptance of said motor vehicle in satisfactory condition. **BUYER AGREES THAT THE PROVISIONS ON THIS AND THE FOLLOWING PAGES SHALL CONSTITUTE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN.**

Year	New or Used	Make of Motor Vehicle	No. Cyl.	Model	Model Type	VIN	Color of Top	Color of Body

Check all that apply:

Automatic Transmission AWD A/C Power Window Power Seat

Manual Transmission Sunroof Mag Wheels Stereo CD Other: _____

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
%	\$	\$	\$	\$ _____

Your Payment Schedule Will Be

No. of Payments	Amount of Payments	When Payments Are Due
	\$	Monthly beginning

Security: You are giving a security interest in the motor vehicle being purchased and Wage Assignment(s), revocable by you at any time.

Late Charge: If any payment is 10 or more days late, you may be charged \$10.00 or 5% of the scheduled payment, whichever is more.

Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.

See your contract terms below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

This contract may be assigned/sold by Seller to **NATIONWIDE CASSEL LLC** whose office address is **10255 West Higgins Road, Suite 300, Rosemont, IL 60018**, "Holder" or "Nationwide."

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price.....		\$ _____
2. Down Payment Trade-in	\$ _____	
<hr/>		
Year	Make	Model
		VIN
Less Amount Owing	\$ _____	
Net Equity	\$ _____	
Cash Down Payment	\$ _____	
3. Total Down Payment		\$ _____
4. Unpaid Balance of Cash Price		\$ _____
5. Documentary Fee * (see below)		\$ _____
6. Amounts paid to others on your behalf (We may be retaining a portion of this amount):		
Official Fees – Title Charges	\$ _____	
Taxes (not included in cash price)	\$ _____	
To: ERT Service Provider for <u>Optional ERT Fee</u>	\$ _____	
To: _____ for Optional Service Contract	\$ _____	
To: _____ for Optional GAP Coverage	\$ _____	
Optional Involuntary Unemployment Insurance	\$ _____	
Optional Credit Life Insurance	\$ _____	
Optional Credit Disability (Acc. & Health Ins.)	\$ _____	
To: _____	\$ _____	
To: _____	\$ _____	\$ _____
7. Amount Financed		\$ _____

*** DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS \$150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF \$150 WHICH SHALL BE SUBJECT TO ANNUAL RATE ADJUSTMENTS EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.**

Buyer and Co-buyer(s) together jointly and severally as "Buyer" promise to pay the TOTAL OF PAYMENTS shown herein to Holder of this contract at its office in Rosemont, Illinois in _____ installments of \$ _____ each beginning on _____, and continuing on the same day of each successive month thereafter until paid in full. Finance Charge begins to accrue _____, if different from date of transaction.

Any amounts due under this contract and not paid within 15 days after the maturity date as originally scheduled or deferred, including but not limited to unpaid default or deferment charges, will be charged interest at the Annual Percentage Rate stated in the Federal Truth-in-Lending Disclosure statement until this contract is fully paid or reduced to judgment.

ACCELERATION PROVISIONS: Buyer agrees that if any installment of the Total of Payments is not paid in full when due; or if Buyer fails to comply with the terms hereof; or if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold encumbered, concealed, permanently removed from the State of Illinois, levied upon, seized or forfeited for violation of any law or ordinance; or if Buyer shall die or be adjudged incompetent, or if a petition in bankruptcy or for an arrangement shall be filed by or against Buyer or a judgment entered against Buyer; or if Holder shall, for reasonable cause, deem itself insecure; or if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, then Buyer shall be in default and the Holder may, at its election, declare all of the unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, without notice or demand. In the event of acceleration, Buyer shall be credited with the same rebate of unearned Finance Charge as for voluntary prepayment. Co-Buyer, if any, hereby consents to any and all renewals, or extensions of the time of payment of the Total of Payments, substitution or release of collateral, or release of any obligor hereunder, without notice to Co-Buyer. Buyer agrees that if any installment of the Total of Payments is not paid in full when due, then the Holder may, at its election, cancel and terminate the unexpired portion of any service contract covering the motor vehicle and any gap waiver agreement and apply the net refund received, if any, to the account of Buyer. Holder shall not be liable to Buyer for any acts taken or omitted in good faith by Holder based upon information then known to Holder.

DELINQUENCY CHARGES: Buyer agrees to pay a delinquency charge on any installment in default, in whole or in part, for a period of not less than 10 days in an amount of 5% of the full installment or \$10, whichever is more. In addition, Buyer agrees to pay court costs, reasonable attorneys' fees, and if permitted by law, reasonable collection agency fees incurred by Holder in the collection of the indebtedness payable under this contract and the enforcement of the terms and provisions of this contract.

REBATE FOR PREPAYMENT: In the event of prepayment of this contract in full at any time before the maturity of the final installment or acceleration upon default, and except as otherwise provided in Paragraph 11 of this contract, Buyer shall receive a rebate of unearned Finance Charge computed on the Rule of 78'ths, unless the original contract term exceeds 60 months, in which case the rebate shall be computed on an actuarial basis, after first deducting an acquisition cost in each case of \$25. No rebate will be made if less than \$1.00. IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR CREDIT DISABILITY INSURANCE, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF PREMIUM IF YOU PAY OFF YOUR CONTRACT EARLY. SEE NOTICE BELOW.

SECURITY INTERESTS: (1) Seller retains and shall have a purchase-money security interest in the motor vehicle described above and all proceeds and accessions and in proceeds of insurance thereon under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and premiums advanced by Creditor hereunder are paid in full. (2) Wage Assignment(s), revocable at the will of the Buyer. (3) Any unearned insurance premium refund where applicable.

INSURANCE AGREEMENT

NO INSURANCE IS INCLUDED IN THIS CONTRACT UNLESS A CHARGE THEREFORE IS SHOWN HEREON. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. Automobile Physical Damage Insurance is required by Seller. Buyer may choose the person through whom the insurance is to be obtained. If such insurance is to be obtained through Seller, the cost, term and coverages appear in Item 6 in the itemization of amount financed above. Credit insurance is not required by Seller nor is it a factor in approval of the extension of credit. **No credit insurance is to be provided unless the Buyer signs the appropriate authorization below.** Credit life, credit accident and health and involuntary unemployment insurance coverage provided by Seller or Holder may be cancelled within 15 days of the date of this contract by written request signed by all Buyers. In the event of such cancellation, the entire premium or premiums included in the Amount Financed together with the portion of the Finance Charge applicable thereto shall be credited to the Total of Payments and the insurance shall be voided from the date of its inception. Group Credit Insurance is available for the term of the credit at the following costs and term:

Credit Life Insurance \$	Credit Disability Insurance \$	Involuntary Unemployment Insurance \$
Term:	Term:	Term:
I/We desire Credit Life Insurance <input type="checkbox"/> Single <input type="checkbox"/> Joint	I/We desire Credit Disability Insurance <input type="checkbox"/> Single <input type="checkbox"/> Joint	I desire Involuntary Unemployment Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No
Signature	Signature	Signature
Signature	Signature	

NOTICE OF PROPOSED CREDIT INSURANCE

If a charge is made in Item 6 in the itemization of amount financed above for credit life or disability insurance and such coverage is to be procured by Holder, the undersigned takes notice that the coverage indicated is to be procured by Holder in connection with the indebtedness payable under this contract subject to acceptance by the insurer.

(NAME AND HOME OFFICE ADDRESS): The Plateau Group, PO Box 7001, Crossville, TN 38557-7001

If a charge is made in Item 6 above for involuntary unemployment insurance and such coverage is to be procured by Holder, the undersigned takes notice that the coverage indicated is to be procured by holder in connection with the indebtedness payable under this contract subject to acceptance by the insurer.

(NAME AND HOME OFFICE ADDRESS): Founders Insurance Company, 1111 East Touhy Avenue, Suite 300, Des Plaines, IL 60018

This insurance insures only the Buyer or Buyers whose signatures appear above for the specific coverages requested. The amount of premium is shown above for each type of credit insurance to be purchased. The term of insurance will commence on the date of this contract and expire on the original scheduled maturity date of the indebtedness. Credit life insurance in force shall be the amount necessary to discharge the indebtedness at the date of death. Credit accident and health coverage provides that if insured becomes wholly and continuously disabled for a period of at least 7 or 14 consecutive days due to accident occurring or sickness contracted during the term of the indebtedness and is being regularly treated by a licensed physician, an indemnity is payable from the first day of disability at a daily rate equal to one-thirtieth of the amount of the monthly installment. If insurance is terminated prior to scheduled maturity date of indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with Creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued.

ADDITIONAL AGREEMENTS OF BUYER

1. Buyer agrees to keep said motor vehicle fully insured against loss by fire, theft, collision and any other loss from physical damage risk to the collateral for the entire term of this contract in companies acceptable to Holder. Holder is authorized to purchase all insurance included in this contract. Insurance coverages, other than required insurance, have been voluntarily contracted for by Buyer. Buyer may elect to purchase any required insurance from an insurance company, agent or broker of his own choice. If Buyer so elects, he shall furnish Seller with a policy or binder issued by a company acceptable to Seller on or before taking possession of the motor vehicle, and inclusion of Buyer's premiums in this contract is optional with Seller. All policies procured by Buyer shall provide that loss, if any, shall be payable to Buyer and to the Holder of this contract, as their respective interests may appear and a clause requiring insurer to give the Holder 10 days' written notice of cancellation. In the event of the failure of Buyer to insure said motor vehicle or to deliver a fully paid policy to Holder at the times and in the manner herein provided, or in the event of cancellation or expiration of any policy during the term of this contract without replacement by Buyer within 10 days, such failure shall constitute an event of default hereunder. Holder shall have the option, but shall not be required, to procure such insurance for Buyer for the term of one year or for the remaining term of this contract, and to advance the premium therefore. UNLESS BUYER PROVIDES HOLDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, HOLDER MAY PURCHASE INSURANCE AT BUYER'S EXPENSE TO PROTECT ITS INTEREST IN BUYER'S COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BUYER'S INTERESTS. THE COVERAGE THAT HOLDER PURCHASES MAY NOT PAY ANY CLAIM THAT BUYER MAKES OR ANY CLAIM THAT IS MADE AGAINST BUYER IN CONNECTION WITH THE COLLATERAL. BUYER MAY LATER CANCEL ANY INSURANCE PURCHASED BY HOLDER, BUT ONLY AFTER PROVIDING HOLDER WITH EVIDENCE THAT BUYER HAS OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF HOLDER PURCHASES INSURANCE FOR THE COLLATERAL, BUYER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES HOLDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO BUYER'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COST OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BUYER MAY BE ABLE TO OBTAIN ON HIS/HER OWN. In the event Holder elects to procure insurance, Buyer promises to pay the premiums advanced by Holder together with a Finance Charge thereon (computed at the Annual Percentage Rate per year in this contract) as additional indebtedness due hereunder. Buyer agrees to pay such additional indebtedness in equal installments for the remaining term of the contract and this amount shall be added to the Total of Payments. Any unearned insurance premium refund received by the Holder of this contract shall be credited to the final maturing installments of this contract except to the extent applied toward payment for similar insurance protecting the interests of Buyer and the Holder, or either of them. Buyer hereby grants to Holder, on default of Buyer, the sole and exclusive right to cancel all policies of insurance on the motor vehicle and all credit insurance policies for which premiums have been advanced and paid by Holder. Holder is authorized to effect cancellation of such policies, to execute lost policy waivers, to receipt for unearned premiums, to endorse all checks and drafts and to make proofs of loss, and to apply all unearned premiums and loss payments to the unpaid installments of the Total of Payments in inverse order. The cost of insurance placed by Holder includes commissions, mark-ups or rebates which are paid to Holder as additional compensation.

2. Buyer shall not use or permit said motor vehicle to be used in violation of any law or ordinance, State, Federal or Municipal. Buyer shall not sell, lease, encumber or place said motor vehicle in any other person's possession or permanently remove it from the State of Illinois without the written consent of the Holder of this contract. Buyer shall not use said motor vehicle for hire or as a taxi. Buyer shall keep said motor vehicle free from all mechanics' liens, tax liens and all other liens.

3. Upon the occurrence of any event of default hereunder, including, without limitation, nonpayment of any sums required to be paid under this contract, the parties shall have the rights and remedies provided at law or equity and under Article 9 of the Illinois Uniform Commercial Code including, without limitation, the right of the Holder (a) to take immediate possession of the motor vehicle with or without judicial process, and for such purpose, to enter upon the premises where it may be located; and (b) to give Buyer reasonable notice of the time and place of any public disposition thereof or of the time after which any private disposition thereof is to be made; and (c) to dispose of the motor vehicle at public or private disposition in accordance with said notice to Buyer and to buy at a public disposition; and (d) to apply the proceeds of disposition first to the reasonable expenses of retaking, holding, preparing for disposition, processing and disposing of the motor vehicle, and to reasonable attorneys' fees and legal expenses incurred by the Holder, and second, to satisfaction of the obligations secured by the security interest in the motor vehicle and third, to satisfaction of any subordinate security interest or subordinate lien in the motor vehicle if demand therefore is received by Holder before distribution of the proceeds is completed, and to account to Buyer for and pay to Buyer any surplus remaining. Buyer shall be liable for any deficiency. If the Buyer has paid an amount equal to 30% or more of the deferred payment price or the total of payments due at the time of repossession, the Buyer may, within 21 days of the date of repossession, reinstate the contract and recover the motor vehicle from the Holder by tendering (a) the total of all unpaid amounts including any unpaid delinquency or deferral charges due at the time of the tender and at the date of reinstatement, without acceleration; and (b) performance necessary to cure any default other than nonpayment of the amounts due; and (c) all reasonable costs and fees, including attorneys' fees, incurred by the Holder in retaking, holding, and preparing the motor vehicle for disposition and in arranging for the sale of the motor vehicle. The tender must be made in cash, certified check or money order. By law, Buyer has the right to reinstate the contract and recover the motor vehicle only once. It is expressly agreed by Buyer that the requirements of reasonable notice shall be met if notice is mailed to Buyer at the address of Buyer shown herein not less than 21 days prior to the sale or other disposition. In the event of repossession of said motor vehicle, any personal effects or property found therein will be held and/or disposed of in accordance with the Illinois Collateral Recovery Act. All rights and remedies of the Holder, whether provided for in this contract or conferred by law or equity, are cumulative.

4. Payments shall be applied first to accrued fees and charges, if any, and then to the combined total of principal and precomputed interest until this contract is fully paid. Payments shall be applied in the order in which they become due. In the event that insurance proceeds (received as a result of any claim made on any insurance) or any other credit received (e.g., rebate for canceled ancillary product such as extended service plan), are insufficient to pay this contract in full, such amount(s) shall be applied to the unpaid installments in the reverse order of when they are due (i.e., beginning with the final payment) and shall not affect payments that next come due in the ordinary course. In the event that insurance proceeds or other credits are insufficient to pay all amounts due under this contract, Buyer shall be required to make payments as scheduled. The Finance

Charge has been precomputed in advance at the Annual Percentage Rate on the scheduled unpaid principal balances of the Amount Financed. Waiver of any default in payment of the Total of Payments when due shall not operate as a waiver of any subsequent default. No extension of time of payment or any other modification of the terms of this contract shall be binding on Holder unless written consent thereto is given by an executive officer of Holder. This contract shall be binding upon and inure to the benefit of the parties, their heirs, personal representative, successors and assigns.

5. Buyer agrees that if delivery of the motor vehicle is not made at the time of execution of this contract, the identifying number or marks of the motor vehicle and the due date of the first installment may be inserted by Seller in Seller's counterpart of the contract after it has been signed by Buyer.

6. If any provision of this contract is held invalid, the invalidity shall not affect the remaining provisions hereof.

7. Any insurance obtained through Seller will be issued through Hercules Insurance Agency LLC. Hercules is affiliated with Holder through common ownership and is also affiliated with Nationwide Acceptance LLC. Buyer acknowledges that Holder, Hercules and Nationwide act SOLELY ON THEIR OWN BEHALF AND ARE NOT AGENTS OF THE BUYER. EACH COMPANY RECEIVES REMUNERATION FROM THE SALE OF THE PROPOSED INSURANCE. Purchase of insurance from Holder is not required to obtain credit. Buyer may choose the person through whom any insurance is obtained.

8. To the extent permitted by law, if any check drawn by Buyer(s) given to Seller or Holder in connection with this contract is not honored because of insufficient funds or uncollected funds or because no such account exists, Buyer(s) agree(s) to pay Seller or Holder an amount not exceeding the maximum amount authorized to be charged by applicable Illinois law.

9. Buyer(s) understand(s) and acknowledge(s) that this contract may be purchased at a discount (or premium). This means that this contract may be purchased for an amount less than (more than) the amount of credit provided to Buyer or on Buyer's behalf. An assignee may base the amount to be paid to the Seller for this contract in part on the amount of interest charged to the Buyer. The Seller is not acting as an agent of the Buyer. The annual percentage rate may not be the lowest rate available and Seller may be retaining a portion of it. Buyer is encouraged to seek alternative financing sources. Buyer understands that the sale or assignment of this Agreement at a discount (or premium) will not change or relieve Buyer's obligations under this Agreement with the sole exception as to the place of payment.

10. **PRIVACY POLICY. Your privacy is important to us. You may obtain a copy of the Seller or Holder's Privacy Policy by calling them. If this contract is assigned to Nationwide, call them at 800.622.7605. As permitted by law, Nationwide may share information about its transactions and experiences with you with other companies affiliated with Nationwide and unaffiliated third parties, including consumer reporting agencies and other creditors. However, except as permitted by law, Nationwide may not share information which was obtained from your credit application, consumer report, and any third parties with companies affiliated with Nationwide if you tell Nationwide not to share this information. If you do not want Nationwide to share this information, you can notify them by calling 800.622.7605 or by writing to Nationwide, 10255 West Higgins Road, Suite 300, Rosemont, IL 60018. Please include your name, address, account number and last four (4) digits of your social security number so your request can be honored. We may report about your account to consumer reporting agencies. Late payments, missed payments or other defaults on your account may be reflected in your consumer report.**

11. In addition to the terms listed above, if Buyers pay off within 30 days of signing this contract, Buyers will be charged with the lesser of: 1) a processing fee of \$50.00; or 2) Finance Charges earned after a rebate of unearned Finance Charges calculated under the Rule of 78'ths after first deducting an acquisition cost of \$25.00.

12. **ELECTRONIC COMMUNICATIONS.** You hereby consent to and acknowledge that Holder may contact you using an artificial voice, pre-recorded message, or automatic telephone dialing system. In addition, you further expressly authorize Seller or Holder from time to time to place and send telephone calls, including commercial text messages and electronic messages, to your computers, cell phones and pagers, using an automatic telephone dialing system or including an artificial voice or pre-recorded message. You understand that with e-mail and mobile phone contacts there is a possibility of third-party disclosure and that you may incur a charge from your service provider. You agree that you may be contacted or solicited in any manner contemplated in this section, even if your number is found on a do-not-call registry, in-house list, or similar registry.

13. **COMMUNICATION REVOCATION.** If you do not want to receive communication as described herein, you must (i) provide us with written notice revoking your prior consent, (ii) in that written notice, you must include your name, mailing address, and your account number, and (iii) if you are requesting communications to cease via telephone(s), please provide the specific phone number(s).

14. **ARBITRATION. Any claim, dispute or controversy ("Claim") arising from or connected with this Retail Installment Contract ("the RIC"), pursuant to which Buyer(s) is purchasing the above Vehicle, any security interest created by the RIC, any documents relating to the RIC, the collection of the RIC, the purchase of the goods and/or services pursuant to the RIC, or the enforceability, validity or scope of this arbitration clause or the RIC shall be governed by this provision. Upon the election of Buyer(s) or Dealer/Seller or any assignee of the RIC ("Holder") by written notice to the other party, any Claim shall be resolved by arbitration before a single arbitrator, on an individual basis, without resort to any form of class action ("Class Action Waiver"), pursuant to this arbitration provision and the applicable rules of the American Arbitration Association ("AAA") in effect at the time the Claim is filed. Any arbitration hearing shall take place in the county and state where the Buyer(s) maintains his or her residence or in which the Buyer(s) executed the RIC. Any filing and administrative fees charged or assessed by the AAA that are in excess of any filing fee Buyer(s) would have been required to pay to file a Claim in that state's court shall be paid for by Holder. The arbitrator may not award punitive or exemplary damages against any party. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER BUYER OR HOLDER WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES. FURTHER, BUYER(S) WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO THAT CLAIM AND BUYER(S) WILL HAVE ONLY THOSE RIGHTS THAT ARE AVAILABLE IN AN INDIVIDUAL ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT AS PROVIDED IN THE FEDERAL ARBITRATION ACT ("the FAA"). This Arbitration Provision shall be governed by the FAA and, where applicable, the substantive law of the State of residence of the Buyer(s). If any portion of this Arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration provision or the RIC, provided however, if the Class Action**

Waiver is deemed invalid or unenforceable, then this entire Arbitration provision shall be null and void and of no force or effect, but the remaining terms of this RIC shall remain in full force and effect. Judgment on any award may be entered by any appropriate court having jurisdiction.

If either Buyer(s) or Holder has submitted a Claim to the AAA which the AAA refuses to entertain without fault of either party, Buyer(s) and Holder shall nevertheless resolve such Claim by arbitration as provided below. For a period of thirty (30) days after notice of such refusal, the parties shall in good faith attempt to agree on the selection of an individual successor arbitrator to arbitrate the Claim. The successor arbitrator shall be independent, neutral and qualified with experience in matters such as raised by the Claim and shall have no pre-existing relationship with any of the parties. The applicable rules of the AAA shall be applicable to the arbitration of the Claim. If the parties are unable to agree on the successor arbitrator within thirty (30) days following the rejection of the Claim by AAA, then on application by either party to a Court of competent jurisdiction with notice to the other party, the Court shall select such successor arbitrator. Except for the reference to arbitration by the AAA in the foregoing paragraph, all the other terms and provisions thereof will be applicable to such arbitration by the successor arbitrator.

As an exception to this arbitration clause, Buyer and Holder retain the right to pursue in a small-claims proceeding under Illinois Supreme Court Rules 281-289 (Small Claims Rules) any Claim that is permitted by such Small Claims Rules, so long as the small-claims action does not seek to certify a class, consolidate the claims of multiple persons, or recover damages in excess of the limit for a small claim.

15. This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the Holder, either of principal or of interest, upon the debt evidenced by this contract, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the Holder; and the pledgee holding this instrument as collateral security hereby makes said Holder its agent to accept and receive payments hereon, either of principal or of interest.

16. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee. The fee will be determined by the maximum amount authorized by Illinois statute. If your payment is returned unpaid, we may elect to electronically re-present your check up to two more times. You may authorize us in writing, by computer or by phone, to deduct amount(s) from your account at a financial institution to make payment(s) to us. You agree that phone conversations may be recorded. In each case, you must follow our requirements. You agree that we may rely on your authorization to receive such fund transfer payment(s). Call our customer service department at (877) 777-0376 if you have questions about electronic check conversion or do not want your check payments converted to electronic fund transfers.

17. Buyer may from time to time elect to make an installment payment by phone or electronic means. When Buyer does so, Holder may assess a reasonable fee for providing this service. Any such payment method is not a condition to the extension of credit and is not required by Holder, but is offered to Buyer solely as a convenience to facilitate timely payment and to avoid imposition of late fees.

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.

“NOTICE OF POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.”

IF YOU HAVE PURCHASED EITHER CREDIT LIFE OR CREDIT DISABILITY INSURANCE, OR BOTH, TO GUARANTEE PAYMENTS BEING MADE IN CASE OF YOUR DEATH OR DISABILITY, ON YOUR VEHICLE PURCHASED UNDER AN INSTALLMENT SALES CONTRACT, YOU MAY BE ENTITLED TO A PARTIAL REFUND OF YOUR PREMIUM IF YOU PAY OFF YOUR INSTALLMENT LOAN EARLY. IN CASE OF EARLY COMPLETE PAYMENT OF YOUR LOAN, YOU SHOULD CONTACT THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE TO SEE IF A REFUND IS DUE. IF YOUR VEHICLE DEALER FINANCED YOUR LOAN, THE SELLER OF YOUR CREDIT LIFE OR CREDIT DISABILITY INSURANCE IS YOUR VEHICLE DEALER.

This contract contains all of the agreements of the parties relative to the retail installment sale, and no representations, promises, statements or warranties, express or implied, have been made by Seller unless contained herein or imposed by law.

Unless this box is checked and initialed, Buyer certifies that all negotiations relating to this transaction were conducted in English. _____

- NOTICE TO THE BUYER**
- 1. Do not sign this agreement before you read it or if it contains any blank spaces.**
 - 2. You are entitled to an exact copy of the agreement you sign.**
 - 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the Finance Charge.**

If this contract evidences the sale of a used motor vehicle, (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

Each Buyer acknowledges receipt of a fully completed copy of this contract executed by both Seller and Buyer. Co-Buyer(s), if any, acknowledge(s) receipt of completed copies of this contract and Notice to Co-Signer.

RETAIL INSTALLMENT CONTRACT

Dated _____

Buyer _____

Seller _____

Co-Buyer _____

By _____

Co-Buyer _____

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, assigns and transfers to **Nationwide Cassel LLC**, ASSIGNEE, its successors and assigns, all of Seller's right, title and interest in and to the within contract and the motor vehicle described therein. To induce Assignee to purchase said contract, Seller represents and warrants to Assignee (1) that the within contract is valid and genuine and correctly states the terms of the retail installment transaction between Seller and Buyer, (2) that the motor vehicle described has been delivered to and accepted by the Buyer, (3) that the down payment was paid in full by Buyer, in cash or in trade, and that no part was furnished to Buyer by Seller or was obtained by extension of credit to Buyer, furthermore, if there has been a deferred payment of a down payment, any deferred portion of a down payment must have been payable not later than 10 days prior to the due date of the first regularly scheduled payment of this contract, and must not have been subject to a Finance Charge, (4) that Seller had title to and the right to sell said motor vehicle to Buyer and that the motor vehicle is free of all liens, claims and encumbrances, (5) that no notice of any defense or right of action has been received by Seller from Buyer nor has Seller any knowledge of any fact that would impair the validity of the contract, (6) that Seller has the right to sell and assign this contract to Assignee, (7) that all Buyers have legal capacity to contract, (8) that on the date of the contract, Seller executed and delivered to each Buyer a completed copy of the contract, and to each Co-Signer a Notice to Co-Signer, (9) Seller has complied with all requirements of the Federal Truth-In-Lending Act, Regulation Z, the Federal Equal Credit Opportunity Act, and the Illinois Motor Vehicle Retail Installment Sales Act and all laws and regulations of all governmental agencies, (10) that on the date of the contract, Seller assigned to Buyer the Manufacturer's Statement of Origin or the existing Certificate of Title, as the case may be, issued covering said motor vehicle, procured from Buyer a signed application for a new certificate of title to be issued to Buyer and mailed to Assignee showing correctly the date of the within contract, the name and address of Assignee as Holder of the first lien on the motor vehicle and the amount of said lien and caused to be delivered to the Secretary of State of Illinois all of the documents described with the prescribed fee, (11) that the motor vehicle has not been used as a taxi or for hire or for commercial transportation or by law enforcement agencies, (12) that the Seller believes the Buyer to be of good moral character and that Buyer will not use or permit said motor vehicle to be used for unlawful purposes, (13) that the sale was made at Seller's place of business and was not a door-to-door sale within the definition of the Federal Trade Commission Trade Regulations Rule or the Illinois Consumer Fraud Act, (14) that, if the retail transaction or negotiations related to the retail transaction were conducted in a language other than English, Seller has executed a Non-English Language Transaction form in accordance with the Illinois Consumer Fraud and Deceptive Business Practices Act, (15) that if a vehicle service contract was purchased and financed in this contract, no inspection fee was imposed as a result of the financing, (16) that the customer was not obligated to purchase the goods or services until the execution of this contract, (17) that this contract represents a sale by Seller to Buyer on a time price basis and not on a cash basis, (18) title to the motor vehicle is not branded, nor is the title required to be branded as rebuilt, salvage, flood or other designation which may decrease the market value of the motor vehicle, (19) all statements made by or on behalf of the Buyer in the credit applications and any other forms related to this contract are true and correct, (20) there have been no material changes in Buyer's income, indebtedness or employment and no other material changes between the credit approval and funding, (21) prior to execution of this contract by the parties and prior to consummation, Seller provided to Buyer the required TILA disclosures clearly and conspicuously in writing in a form that the Buyer could keep, (22) any credit to Seller's Reserve Account with Assignee, or remaining balance thereof, arising by reason of the assignment of this Contract shall terminate in the event of the sale, transfer or assignment of this Contract by Assignee to an entity other than Dealer. If any of the foregoing representations and warranties are not true and correct, or if a claim or defense is made against Assignee, whether or not valid, Seller shall on demand repurchase for cash the within contract for the unpaid balance and all other indebtedness then due from Buyer and pay to Assignee its reasonable attorneys' fees, costs and expenses incurred or paid i) in enforcing the terms hereof or ii) defending against any claim, demand, or suit asserting that any of the foregoing representations and warranties is not true or correct, regardless of whether such assertion is true or ultimately proved. Seller shall indemnify, defend and hold Assignee harmless from and against any and all liability, claim, loss, cost, and expense, including reasonable attorneys' fees, incurred or paid by Assignee in connection with, arising out of, or related to any claim or defense in connection with the within sales and financing transaction. In the event Seller fails to repurchase the contract or to indemnify, defend, and hold Assignee harmless as provided herein, Seller shall pay Assignee the reasonable attorneys' fees, costs and expenses incurred or paid by Assignee in connection therewith. All remedies available to Assignee are cumulative.

Dated: _____

Seller _____

By: _____

Title _____

Authorized Signature