DEALER AGREEMENT AND ASSIGNMENT FOR AN INDIVIDUAL CONTRACT

Date of Assignment:_____/_____/_____ Contract Date _____/_____/_____ Assignee: People's Credit Co.,Inc.

Assignor:_____.
(Dealer)

Vehicle Make:_____ Model:_____ Year:_____ Vin:_____.

Buyer (& Co Buyer) under contract:_____.

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby purchases, and Assignor hereby sells, conveys and assigns to Assignee, all of Assignor's right, title and interest in the above-described Contract, together with all payments and proceeds arising therefrom, whether now existing or hereafter acquired, and any guarantee executed in connection with the Contract.

2. Assignor represents, warrants, and covenants to Assignee as follows with respect to the Contract: (a) the Contract arose from the sale of the above-described Vehicle, (b) the title to the Vehicle was at the time of sale vested in Assignor free of all liens and encumbrances and a security interest in the Vehicle is now vested in Assignor subject only to the right of the above-described Buyer(s), (c) all information provided by Assignor, Assignor's employees or agents with respect to the Vehicle, the Buyer, the related Contract, or otherwise in connection with Assignee's purchase of the Contract, including any information provided in any book sheet, any form(s) completed or other information provided at Assignee's website, or any other document provided to Assignee prior to Assignee's purchase of the Contract, is true, accurate and complete, (d) the Contract is valid and enforceable against the Buyer, (e) there is unpaid the full amount represented as being owing, which amount is subject to no defense, set-off or counterclaim whatsoever, or want of legal capacity on the part of any Buyer, (f) no Buyer or other person gave a "held" or post dated check, deferred downpayment note or similar obligation in connection with the sale of the Vehicle *or* if a Buyer did give any such item, such item is as disclosed to Assignee in writing prior to Assignee's purchase of the Contract ("Disclosed Down Payment Arrangement"), (g) the Contract (and, if applicable, the Disclosed Down Payment Arrangement) contains all agreements and understandings, written or oral, between Assignor and the Buyer with respect to the sale and/or financing of the Vehicle, and the Contract does not replace, restate or amend any previous retail installment contract or other agreement that Assignor may have entered into with Buyer, (h) the Contract complies with, and the sale described in the Contract was completed in accordance with, all applicable federal and state laws, rules and regulations, including without limitation the Truth in Lending Act (as implemented by Regulation Z), the Federal Consumer Credit Protection Act, the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, the Equal Credit Opportunity Act, the Federal Trade Commission Act, and any regulations promulgated under these laws, and (i) the Vehicle was delivered to the Buyer in good condition, has been accepted by the Buyer and is in Buyer's possession, remains in good condition with no existing unrepaired collision damage, and is as represented to Assignee by Assignor in any book sheet, any form(s) completed or other information Assignor provided at Assignee's website, or in any other document Assignor provided to Assignee prior to Assignee's purchase of the Contract.

3. If (a) any one or more of the above representations or warranties shall have been untrue in any respect as of the date of this assignment, if (b) there is a Disclosed Down Payment Arrangement with respect to the Contract and the first scheduled installment payment under the Contract is not paid in full and on time or any part of such first scheduled payment is made by Assignor, or if (c) in any bankruptcy proceeding, it is determined that Assignee's security interest in the Vehicle is invalid, impaired or unperfected, then Assignor will, upon Assignee's demand, repurchase the Contract , notwithstanding any provisions of the Contract to the contrary. The purchase price shall be the amount of the unpaid balance less Assignee's current unearned discount, if any, on the Contract, plus Assignee's cost and expenses, including attorney fees at trial, on appeal or in any arbitration or bankruptcy proceeding, and shall be payable in cash, cashier's check or other immediately available funds. Assignor will not have the right to cure any breach of a representation or warranty under this assignment. However, Assignee may, without notice to Assignor, and in Assignee's sole discretion, extend the time for Assignor to cure any such breach, and/or elect not to demand repurchase of the Contract as a result thereof, without waiving the right to later require Assignor to repurchase the Contract on account of the same breach or other breaches.

4. All property described on a contract purchased by us must be represented by a certificate of title. You agree to prefect a security interest in the property in favor of People's Credit Co.,Inc. within twenty days of the date shown on the contract and to provide us with a certificate of title showing us as first priority security interest holder within 30 days of the date shown on the contract. If you fail to comply with the immediately preceding sentence, you will, immediately upon our demand, repurchase the contract for the amount advanced by us plus any other expenses incurred by us in relation to that contract, even if the property has not been repossessed or tendered to you.

5. Assignor shall indemnify, hold harmless and defend Assignee, its shareholders, directors, officers and employees, from and against any cost, expense (including attorney fees at trial, on appeal or in any bankruptcy or arbitration proceeding), liability, or loss sustained by any of them or their successors or assigns arising directly or indirectly out of (a) any breach of any representation, warranty or covenant contained in this assignment or in any other agreement between Assignor and Assignee, and (b) any claims or defenses, whether valid or invalid, relating to any Vehicle, the Contract, or any of Assignor's acts or omissions, including any based on the Federal Consumer Credit Protection Act.

6. As partial consideration for the purchase of the Contract, Assignor agree not to assert against Assignee any claim, lien or encumbrance which Assignor now have or may hereafter have with respect to the Vehicle.

7. Assignee shall have the right, either in Assignee's own name or in Assignor's name, to take all actions and exercise all remedies under the Contract. In addition, Assignee hereby irrevocably appoints Assignee as its attorney-in-fact with full power of substitution upon the occurrence of any default by Assignee under this assignment or the Contract to execute such assignments and instruments (including without limitation motor vehicle titles) in Assignee's or Assignor's name as may be expedient to allow Assignee to realize the benefits of the Contract and to do any and all things necessary and proper to carry out the purposes contemplated by this assignment.

8. Assignor agrees to cooperate as requested by Assignee to assist Assignee in realizing the benefits of this assignment and the purchase of the Contract. This includes, without limitation, allowing Assignee reasonable and timely access to all of Assignor's records relating to the Contract or Vehicle (which records Assignor agrees not to dispose of without Assignee's prior written consent) and forwarding to Assignee by mail within two (2) working days of receipt any payments (properly endorsed to Assignee, if applicable) Assignor may receive on the Contract after the date of this assignment.

9. In there is a conflict between any of the representations, warranties or covenants in this assignment and the Contract or any portfolio purchase agreement or letter agreement Assignor may have entered into with Assignee, the most restrictive provisions shall control.

10. If Assignor is an entity, Assignor (and the individual signing on its behalf) represents and warrants to Assignee that such entity has the full power and authority to enter into and perform its obligations under this assignment, and that Assignor is duly authorized to execute this assignment on behalf of the entity.

11. The assignment of the Contract is subject to the following recourse provisions, none of which shall affect the parties' rights and obligations under Sections 2, 3 and 4 above:

(intl) _____ WITHOUT RECOURSE – This Agreement shall be without recourse, except as stated above.

(intl)_____ WITH FULL RECOURSE – In addition to Assignor's repurchase obligation under paragraph 3 above, Assignor agrees that if any Buyer defaults under the terms of the Contract Assignor will repurchase the Contract according to the terms stated above within five (5) days of Assignee's demand for such repurchase.

(intl)_____ WITH LIMITED RECOURSE – The recourse provisions shall be the same as "With Full Recourse" above, except that Assignor's repurchase obligation in the event of a default by the Buyer under the Contract shall expire at 5:00 pm Pacific Time ____ days after the first scheduled Contract payment due date or ____ days after the date of this assignment (whichever is later if both are completed), and if repurchase is demanded by Assignee under this provision Assignor may satisfy this obligation by paying Assignee a non-repurchase amount of $_____as long as Assignor is not in default under any representation, warranty or covenant in this assignment. *(mark any items not applicable "N/A ")*

(intl)_____ WITH SELLER RESERVE, UNEARNED DISCOUNT, AND LIMITED RECOURSE – This recourse provisions shall be on the same terms as "With Limited Recourse" above, except as provided below. Upon purchase of the Contract, Assignee shall retain an amount equal to $_____ or ____% of the amount financed (whichever is greater if both are completed) on the Contract as a reserve ("Reserve") to be credited to Assignor's non-interest bearing contract loss reserve to be used by Assignee at its sole discretion to offset any losses it may incur under or in connection with the Contract. Assignor may request payment of the Reserve balance after the ____ Contract payment has been paid IF Assignor is not then in default under any provision of this assignment and Buyer is current on all charges and payments required under the Contract. The amount payable to Assignor if such conditions are met shall be the current remaining balance, if any, of the Reserve, and shall be paid within ten (10) days of such request. Assignor understands and agrees that due to Contract losses Assignor may or may not ever be paid any of the Reserve. *(mark any items not applicable "N/A ")*

ASSIGNEE:*	ASSIGNOR:
PEOPLE'S CREDIT CO., INC.	_____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

***NOTE: only the following officers of Assignee are authorized to sign this Agreement on behalf of Assignee, and this Agreement is not enforceable against Assignee unless one of these officers has signed this Agreement: Michael S. Chaney, President; Patrick J. Chaney, Vice President; David W. Peterson, Secretary and Vice President, Elizabeth Barnett, General Manager, Michael Kinnear GSM; William Leslie, Controller.**