



NICHOLAS FINANCIAL, INC. Contract Assignment Form

IN CONSIDERATION OF VALUE RECEIVED, the undersigned Assignor hereby expressly assigns, sells, transfers, and delivers to Nicholas Financial, Inc. ("Assignee") all of Assignor's rights, title, and interest in and to the following described Motor Vehicle Retail Installment Contract ("Contract").

Retail Installment Contract dated: _____

Vehicle Purchased: _____
Vehicle Year, Make and Model

Vehicle Purchased by: _____
Buyer(s)/Borrower(s)

VIN: _____

Upon acceptance of assignment, sale, transfer, and delivery of the Contract to Assignee, Assignee shall be entitled to all monies remaining to be paid under the Contract, which contractual rights, title, and interest are also assigned hereunder. Said assignment, sale, transfer, and delivery further includes any and all rights, title, and interest in and to any property or security interest described or provided for in the Contract, and Assignee shall also be entitled to any and all rights, title, and interest in and to any insurance policies or insurance proceeds purchased or otherwise obtained under the terms of the Contract.

Assignor makes the following representations and warranties:

- (a) that said Contract represents a bona fide, contractual agreement that was actually executed in good faith by the Buyer/Borrower;
- (b) that the motor vehicle subject to said Contract is truly and accurately described therein, and was delivered into the possession of said borrower upon borrower selecting said motor vehicle for purchase, and that application has been made for registration with Assignee shown as lien-holder and legal owner of record;
- (c) that the amount recited as having been received as down payment was actually fully paid in cash and not it's equivalent, the buyer owes the undersigned no further monies in association with the purchase of the above referenced vehicle and/or contract, the undersigned has not assisted the Buyer in obtaining a loan from any third party to be used as part or all of the down payment or any other payment on the Contract; that the merchandise taken in trade was received at not more than the reasonable market value thereof at the time of its receipt and that the terms of the sale and statements set forth in the Contract and the Buyers Order are true and correctly set forth;
- (d) that said Contract is in full force and effect and is fully assignable; (d) that Assignor has authority to assign, sell, transfer, and deliver good and valid right, title, and interest in and to said Contract, free and clear of any lien, encumbrance, or other adverse claim.

This Assignment is expressly made part of the above described Contract.

Dealership (Assignor)

Signature of Assignor Authorized Representative