

**Dealer Assignment to UCFS and
Authorization to Pay EcoQuest ("Assignment")**

To: UNITED CONSUMER FINANCIAL SERVICES COMPANY (1-800-346-8237)

FOR VALUE RECEIVED, the undersigned ("Dealer") hereby sells, assigns and transfers to United Consumer Financial Services Company ("UCFS") Dealer's right, title and interest in and to the Retail Installment Sales Contract ("Contract") that accompanies this Assignment. Dealer acknowledges that this Assignment incorporates Exhibit A on the reverse side hereof, and further acknowledges that UCFS is a third party beneficiary of certain obligations of Dealer under the terms of a certain agreement ("Dealer Agreement") between Dealer and Best Finance, Inc. ("EcoQuest"), including but not limited to the representations, warranties, liabilities, conditions and obligations of Dealer contained therein.

Name of Buyer on Contract: John P. Doe Street Address of Buyer: 123 Main Street

Date of Sale on Contract: March 01, 2007 City, State, Zip Code: Anytown, TX 77600

REPRESENTATIONS AND WARRANTIES: Dealer represents and warrants to UCFS the following:

- (a) Dealer has full and clear title to, and the right to convey, the Contract, and that the products listed in the Contract were unconditionally accepted by the buyer(s) listed above ("Buyer(s)");
- (b) The Contract: (1) is the result of the sale of new product owned by Dealer; (2) creates a purchase money security interest in the products sold; (3) was offered to UCFS within ten (10) days after the Contract was executed by the Buyer(s); (4) accurately reflects a genuine, bona fide sale and the price and terms of such sale; (5) is the entire and sole agreement between the Buyer(s) and Dealer concerning the sale evidenced thereby; (6) is valid and enforceable according to all of its terms against all parties thereto; (7) was executed, and the related sale was made, in accordance with all applicable local, state and federal laws and regulations; and (8) was not previously offered for sale to any financial institution;
- (c) (1) The down payment, if any, is correctly stated in the Contract and was received by Dealer from the Buyer(s) in cash or by check; (2) that all blank spaces, including but not limited to all dates, dollar amounts, percentages and descriptions, were completed in the Contract before it was executed by the Buyer(s); (3) there is no undisclosed agreement, concession, dispute or litigation of any nature relating to or affecting the Contract; (4) the amount due from the Buyer(s) under the Contract is not disputed or subject to any claim, set-off, deduction, credit, counterclaim, or defense in law or equity, other than warranty rights; and (5) Dealer provided to the Buyer(s) at the time of sale a accurate copy of the fully completed Contract; (6) the credit application accurately reports all information provided to Dealer by the Buyer(s); and
- (d) As of the date of this Assignment, the Dealer Agreement is in full force and effect.

COVENANTS OF DEALER: Dealer covenants and agrees that it will:

- (a) Not make any agreement with the Buyer(s) that affects UCFS without the prior written consent of UCFS;
- (b) Not alter the terms of the Contract or any electronic fund transfer authorization related to the Contract;
- (c) Immediately advise UCFS of its receipt from the Buyer(s) of any amounts due and owing to UCFS and immediately forward any such amounts to UCFS; and
- (d) Not sell, assign, or otherwise transfer the Contract, or any other contract or agreement relating to the same sale on which the Contract is based, to any other person or entity, including but not limited to any financial institution.

REPURCHASE OBLIGATION: Dealer agrees to repurchase the Contract upon notice that any of the following conditions exists:

- (a) The Buyer(s) fails to timely make the first payment due under the Contract terms;
- (b) A representation, warranty or covenant made by Dealer in this Assignment is or becomes untrue or is breached by Dealer;
- (c) Cancellation of the sale by the Buyer(s) or Dealer; and/or
- (d) UCFS in its sole good faith discretion determines the Contract is invalid through no fault of UCFS.

Following its receipt (through funds or offset) of the repurchase amount calculated in accordance with Exhibit A, UCFS will reassign this Assignment to Dealer without recourse or any warranty or representation.

INDEMNIFICATION AND JOINT AND SEVERAL LIABILITY: Dealer expressly acknowledges and agrees that the responsibilities, obligations, liabilities and indemnifications of Dealer under this Assignment apply jointly and severally to all parties referred to as Dealer in the signature blocks below. Dealer hereby agrees to indemnify and save UCFS harmless against any and all loss, liability, damage, cost, penalties and expenses, including but not limited to attorneys' fees, resulting directly or indirectly from Dealer's offer, sale or assignment of the Contract to UCFS, including but not limited to claims relating to any actions or omissions by Dealer and/or its agents, employees or representatives, warranty claims, product liability claims, taxes and assessments of any nature and kind levied or based on the value, use, operation, transfer or sale of the products which are the subject of the Contract, claims that Dealer and/or its agents, employees or representatives have violated any applicable

local, state or federal laws, regulations or rules, and claims that EcoQuest failed to properly remit to Dealer any payments, through funds or offset, received on Dealer's behalf.

By execution of this Assignment, I hereby: (1) appoint EcoQuest as my agent to accept from UCFS any payment due me under this Assignment; and (2) agree that such payment shall be equal to the amount listed on the Contract as the "Amount Financed," less all applicable discounts, fees, offsets and other deductions described in this Assignment. I agree that receipt by EcoQuest of such payment, through funds or offset, shall extinguish any claim I may have against UCFS under this Assignment, and I acknowledge my sole recourse for payment in that event shall be against EcoQuest. I grant to UCFS the right to offset against any payment due me under this Assignment any amount I may owe UCFS for a repurchase obligation under this Assignment or any other assignment appointing EcoQuest as my agent. I further understand that, in order to simplify administration of EcoQuest's obligations to its dealers to accept payments and to process repurchases on behalf of multiple dealers on any given day, it is in my interest that UCFS be permitted to effect an aggregate offset. This means that on a daily basis UCFS will offset the day's aggregate repurchase obligations for all dealers of EcoQuest against the day's aggregate payment to EcoQuest for all contracts purchased that day from dealers of EcoQuest such that UCFS will send to EcoQuest one net payment per day, and I grant to UCFS the right to offset in this aggregate manner. Under all circumstances, EcoQuest will remain responsible for paying to me the full amount, prior to any aggregate repurchase offset, paid to EcoQuest on my behalf for this Contract in accordance with the Dealer Agreement. I further hereby authorize UCFS to endorse the Dealer's name upon any check or other form of payment which comes into the possession of UCFS in connection with the Contract, and I hereby grant an irrevocable Power of Attorney to UCFS or its designee in connection with any such endorsements.

DEALER

Dealer Name (if other than an individual or sole proprietorship)

Suzie Dealer
Dealer's Personal Name (Print name)

By: _____

Suzie Dealer
Dealer's Signature (in his/her individual capacity)

Title: Sales Manager

Date: March 01, 2007

Date: March 01, 2007

EcoQuest Dealer Number: 0001234

EXHIBIT A
DISCOUNTS, FEES AND ADDITIONAL TERMS

1. **Discount On**

Amount Financed	Contract Description
12%	Accepted Contracts without Electronic Funds Transfer ("EFT")
10%	Accepted Contracts with EFT

2. **Same-As-Cash ("SAC") Options** UCFS will charge the following SAC fees:

90 Day SAC	1.7% of the Amount Financed
180 Day SAC	2.7 % of the Amount Financed

UCFS will not accept a 6-month SAC option on a 6-month term Contract since, under the Contract terms, the option is automatically exercised by payment as agreed.

3. **First Payment Due Date** First Payment shall be due 30-36 days from the date of the Contract.

4. **State Acquisition Fees** Contracts written in the following states will be charged an acquisition fee in addition to the discount and any other applicable fees.

State	Annual Acquisition Fee	State	Annual Acquisition Fee
Arkansas	4.50%*	Rhode Island	1.00%
Connecticut	1.00%	South Carolina	1.00%**
Nebraska	1.00%	Vermont	1.40%

* Arkansas rate varies with fluctuation of Federal Reserve Rate

** If Dealer has filed a Maximum Rate Form with the state of South Carolina, there is no acquisition fee.

5. **Repurchase Amount** The repurchase price payable by Dealer shall equal the "Amount Financed" on the Contract, plus any accrued finance charges, less any payments received by UCFS from the Buyer(s), plus a \$10 set-up fee. If Dealer pays UCFS or EcoQuest the repurchase price on or before the Buyer(s) is sixty (60) days contractually delinquent on the first payment due on the Contract, then all accrued finance charges and set-up fees shall be waived and the repurchase price shall equal the amount, prior to any offset, paid by UCFS to EcoQuest on Dealer's behalf for the Contract.

Directions: After completion of the front of this page, please mail this Assignment, along with signed Contract and credit application to:
United Consumer Financial Services
865 Bassett Rd
Westlake, OH 44145