

Attachment 5A

Effective With Applications Received _____, 1999
Supersedes rate sheet dated _____, 1999

Fast Lane Buy Rates

| | Credit Bureau Risk Score | Term | 00 / 99 | 98 | 97 / 96 | 95 / 94 |
|--------------|-----------------------------|------|---------|-------|---------|---------|
| Fast Lane I | 700+ | 60 | 7.09% | 7.50% | 7.75% | 8.75% |
| | | 66 | 7.80% | 8.05% | 8.55% | N/A |
| | | 72 | 8.60% | 8.85% | N/A | N/A |
| Fast Lane II | 690 to 699 | 60 | 7.75% | 8.00% | 9.00% | 9.49% |
| | | 66 | 8.55% | 8.80% | 9.80% | N/A |
| | | 72 | 9.35% | 9.85% | N/A | N/A |

(Subject to Fast Lane program parameters)

Retail Buy Rates

| <u>Year Model</u> | <u>Max Terms</u> | <u>720+</u> | <u>680-719</u> | <u>640-679</u> | <u>620-639</u> |
|-------------------|------------------|-------------|----------------|----------------|----------------|
| 2000 / 1999 | 60 | 7.29% | 7.95% | 9.50% | 11.75% |
| | 66 | 8.25% | 8.85% | 10.30% | 12.80% |
| | 72* | 9.05% | 9.90% | 11.35% | 13.85% |
| 1998 | 60 | 7.70% | 8.40% | 10.00% | 12.00% |
| | 66 | 8.50% | 9.35% | 10.80% | 13.05% |
| | 72* | 9.30% | 10.15% | 11.60% | 14.10% |
| 1997 | 60 | 8.20% | 8.80% | 10.75% | 13.00% |
| | 66* | 9.00% | 10.35% | 11.55% | 13.80% |
| 1996 | 60 | 8.45% | 9.30% | 11.00% | 13.25% |
| | 66* | 9.25% | 10.60% | 11.80% | 14.05% |
| 1995 / 1994 | 48 | 9.19% | 9.49% | 11.50% | 13.50% |
| | 60* | 10.29% | 10.60% | 12.33% | 14.55% |

Minimum Invoice or Wholesale Value For Terms: 60/66* >\$12,500, 72* months >\$15,000

Reserve Cap: Customer rate capped at 3 points.

Contracts at Buy Rates: Dealer will be paid a reserve of 1% of the total amount financed.

Backend: Eligible products include Service Contracts (Warranties), Credit Life, A&H Insurance. GAP is only allowed in approved states. Check with your local Sales Rep for information on your particular state. When allowed, The GAP cost cannot exceed \$425. Without prior credit buyer approval, Backend Products should not exceed \$2,500.

Bureau Scores: Buy Rates determined by Bureau Risk Score. (Equifax Beacon Score = GA, NC, SC, TX).
 (TN = Transunion Emperica)

Mileage: Maximum vehicle mileage of 75,000 without prior lender approval.

Application Fax

National Accounts East Region Credit Center
 Credit Office
 Discounting Fax

Business Hours

Monday-Friday 9:00 - 8:00
 Saturday 9:00 - 7:00

All times Eastern Standard Time

Attachment 5B

Effective with Applications Dated _____, 1998

Market Area Dictates Credit Bureau Score

1999-1998*

| Terms | > 720 | 719-680 | 679-620 |
|-------|-------|---------|---------|
| 80 | 6.50 | 6.75 | 9.00 |
| 66 | 6.75 | 7.00 | 9.50 |
| 72 | 7.00 | 7.50 | 10.00 |
| 78 | 7.50 | 8.25 | |

*Add .25% For Used Vehicles

1997-1996

| Terms | > 720 | 719-680 | 679-620 |
|-------|-------|---------|---------|
| 60 | 6.75 | 7.00 | 9.25 |
| 66 | 7.00 | 7.75 | 9.50 |
| 72 | 7.50 | 8.50 | 10.50 |
| 78 | 8.00 | 9.50 | |

1995-1994*

| Terms | > 720 | 719-680 | 679-620 |
|-------|-------|---------|---------|
| 48 | 7.50 | 8.50 | 10.25 |
| 54 | 8.00 | 9.00 | 11.50 |
| 60 | 8.50 | 9.75 | |

*Add .50% For 1993 Models

BACKEND PRODUCTS:

Without prior lender approval should not exceed the greater of:

- 15% of unpaid cash balance or \$2,000 if bureau score is >680.
- 10% of the unpaid cash balance or \$1,500 if bureau score is <680.

CONTRACTS AT RETENTION:

1% reserve of amount financed.

RESERVE:

- Customer rate capped at 3 points.
- All reserve calculations capped at 72 months.

MILEAGE: Maximum vehicle mileage of 75,000 without prior approval.

BUY RATES DETERMINED BY BUREAU RISK SCORES, AS DESIGNATED BY STATE:

CB/EQUIFAX BEACON: FL, GA, NC, SC, TX

TRANSUNION EMERICA: TN

"Spot-It": Refer to your state specific program.

VSI: \$28 fee required on all contracts in the following states: FL, GA, NC, SC

Please include VIN, mileage (used) and invoice amount (new) on applications at time of submission.

1-800 TOLL FREE NUMBERS

Application Fax _____
Payoff Line _____

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Credit Office _____
Discounting Fax _____

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Saturday 10:00 - 7:00

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(Subject to Fast Lane program parameters)

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 Payoff Line _____

BUYING CENTER

Credit Office _____
 Discounting Fax _____

BUSINESS HOURS

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 Saturday 10:00 - 7:00

FL, GA, NC, SC, TN, TX

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

Attachment 6

1. **New Vehicle Sales** - If the manufacturer/distributor changes the suggested retail price of equipment or ordered vehicle, Dealer may change the price accordingly. If price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this order in which event if a used motor vehicle has been traded in as part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Dealer upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such used motor vehicle is returned to Dealer, Dealer shall be returned to Purchaser. If the manufacturer/distributor expense incurred in storing, insuring, conditioning or substantially modifies the ordered vehicle design/equipment or does not manufacture or distribute an ordered vehicle, this agreement is voidable by either party upon ten (10) days written notice. Dealer shall only be obligated to return deposit without interest, trade-in vehicle or the cash price of the trade-in vehicle as set forth above at Dealer's discretion.
2. **Trade-In Vehicles** - If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery of such motor vehicle, the used motor vehicle may be reappraised at that time by Dealer and such reappraised value shall determine the allowance made for such used motor vehicle. Trade-in vehicle shall be delivered in same condition as appraised with same equipment. Purchaser guarantees to deliver title free and clear of liens or encumbrances within five (5) days of signing this agreement, if pay-off on Purchaser's trade-in is more than estimated herein. Purchaser shall immediately pay said difference and, if lower, Dealer will return said amount. If a trade-in, title or equipment is not delivered as agreed, Dealer may cancel this purchase order and upon demand receive from purchaser payment of a pay-off on trade-in and/or seek remedies as set forth in Paragraph 3 herein. At dealer's discretion, Purchaser assumes risk of loss to trade-in vehicle until title reassigned.
3. **Default - New & Used Vehicle** - In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle not delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder. Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; and/or (5) retain as liquidated damages any cash down payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.
4. **Dealer's Right To Terminate Agreement - New & Used Vehicles** - Dealer may cancel this Agreement if: (1) Purchaser's credit application is not approved by financing source and/or approved on terms acceptable to Dealer; (2) on event of default as defined above; (3) any statement or representation by Purchaser is not accurate or truthful; or (4) Dealer cannot deliver vehicle for any reason set forth in Paragraph 1. Dealer's only obligation or liability shall be as stated in Paragraph 1.
5. **Conditions Beyond Dealer's Control** - Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this order where such failure or delay is due, in whole or part, to any cause beyond the control or without the fault or negligence of dealer.
6. **Taxes** - Unless otherwise expressly provided, the Total Purchase Price for the ordered vehicle specified on the reverse side hereof does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to the Purchaser, the Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes except income taxes, imposed on or incidental to the transaction covered by this order, regardless of who may have the primary tax liability.
7. **Documents** - Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 3 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.
8. **Warranty Limitations** - *DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IF DEALER PROVIDES A WRITTEN WARRANTY OR AT TIME OF SALE OR WITHIN 90 DAYS THEREAFTER ENTERS INTO A SERVICE CONTRACT, IN WHICH CASE ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE DURATION OF SAID WRITTEN WARRANTY OR SERVICE CONTRACT PURCHASER SHALL NOT BE ENTITLED UNDER ANY CIRCUMSTANCES TO RECOVER FROM DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. THE DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SUCH VEHICLE. THIS DISCLAIMER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, FOR NEW AND USED VEHICLES TO WHICH ANY MANUFACTURER'S WARRANTY APPLIES. SAID WARRANTIES ARE THE MANUFACTURER'S WARRANTIES ONLY AND NOT THE DEALER'S.*
9. **Cash Transaction** - In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the Unpaid Balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of Unpaid Balance shall not relieve Purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof. In the event that the transaction covered by the order is not a cash transaction, Purchaser agrees to execute, before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments as may be required by Dealer.
10. **Financing or Leasing** - If Purchaser is financing this transaction or leasing the vehicle, the transaction is conditioned upon approval of Purchaser's retail installment sale contract or lease by a financial source on terms acceptable to the Dealer. If the retail installment sale contract or lease is not approved, Purchaser or Dealer may cancel this sale and any downpayment and/or trade-in Purchaser submitted will be returned to Purchaser, provided that any vehicle delivered by the Dealer pursuant to this agreement is returned to the Dealer in the same condition as delivered to Purchaser, normal wear and tear excepted, within twenty-four hours of written or oral notice to Purchaser of the credit denial.

Attachment 7

**CONDENSED TRANSCRIPT AND INDEX
DEPOSITION OF LYSSA CARTER
TAKEN 6/11/03
Re: McCarthy, et al. vs. Sonic, et al.
Pages 1 through 42**

Prepared by
Bay Area Reporting, Inc.
SunTrust Financial Centre, Suite 2320
401 East Jackson Street
Tampa, Florida 33602
Phone: (813) 229-7207
Fax: (813) 229-8498

1 A. Yes.
 2 Q. That increase?
 3 A. Uh-huh. (indicating affirmatively)
 4 MR. SICKLES: What exhibit is that?
 5 MR. WEAKLAND: This is Exhibit 23.
 6 Q. (By Mr. Weakland) Which went I believe from 25
 7 percent to 80 percent?
 8 A. Yes.
 9 Q. I had asked you last time about who the
 10 preferred lenders were and if you knew some of them.
 11 A. I can't.
 12 Q. You can't recall who they are?
 13 A. No. But there was a preferred lending list.
 14 Q. All right. I haven't seen it. Where did
 15 that-- Who generated that list?
 16 A. That would have been from corporate.
 17 Q. About how many lenders were on that list?
 18 A. Maybe 10 or so. I can't recall exactly.
 19 Q. Okay. And I think I asked you before, but I'm
 20 not sure you answered the question. What makes a lender a
 21 preferred lender?
 22 A. We wanted to have a group of businesses--
 23 instead of spreading out so thin, we wanted to have a group
 24 of business where we sent a lot of our business to. And in
 25 turn, they would buy a little-- they would buy customers

1 Q. Do you know if he's still there?
 2 A. I don't know.
 3 Q. Do you know if Scott Fink has any involvement
 4 with Sonic today?
 5 A. I don't know.
 6 Q. When you spoke with him about Clearwater Toyota
 7 and Clearwater Mitsubishi, what was his title at that
 8 point?
 9 A. I think he was dealer operator of those two
 10 stores.
 11 Q. He's also listed here in Exhibit 12 as Vice
 12 President of Internet Marketing; is that correct?
 13 A. Yes.
 14 Q. Do you know what he did as Vice President of
 15 Internet Marketing?
 16 A. He set up having our internets all integrated,
 17 having all our stores and dealerships all integrated.
 18 Q. Okay.
 19 MR. WEAKLAND: Can we take two minutes?
 20 MR. SICKLES: Okay.
 21 (Whereupon, a recess was taken)
 22 MR. WEAKLAND: Just a couple things.
 23 Q. (By Mr. Weakland) Do you have a home computer
 24 or did you have a home computer at the time you worked with
 25 Sonic?

1 that maybe were a little less desirable. Because if we
 2 were sending a lot more business, they were going to help
 3 us buy customers that aren't A1 paper. So the object was
 4 to have a smaller group of lenders more on a national basis
 5 for all of our dealerships, instead of each dealership
 6 having so many different lenders.
 7 Q. Okay. Does preferred mean a lower interest
 8 rate for customers?
 9 A. Some of the lenders said that they gave us a
 10 special rate for giving them so much business, but I
 11 couldn't tell you who now or what it was.
 12 Q. Would preferred lenders give Sonic a greater
 13 spread for the finance reserve, do you know?
 14 A. I don't know that.
 15 Q. Okay. Who in the corporation would have the
 16 most information about preferred lenders?
 17 A. At the time, the preferred lending director was
 18 Peter D'Angelo. And he was the head of all preferred
 19 lending.
 20 Q. Is he on the organization chart, do you know?
 21 A. It depends what year that organizational chart
 22 is.
 23 Q. I'm looking at Exhibit 12 now. I think it goes
 24 like this. (indicating)
 25 A. Right here. (indicating)

1 A. I have a home computer, but I'd have to find
 2 out when I purchased that home computer, if I've had it
 3 prior to or after.
 4 Q. Did you ever prepare a document for Sonic on
 5 your home computer and then copy it to your laptop?
 6 A. I don't know. I could find out. I can look in
 7 my computer and see, but I doubt it. All of the documents
 8 that I had stored would have been on my work computer, but
 9 if I-- I might have made a quick memo or something on my
 10 computer, but I don't recall.
 11 Q. Okay.
 12 A. Right offhand.
 13 Q. Okay. If you could look for that.
 14 A. Okay.
 15 Q. And one follow-up question. We talked about
 16 the special rates at zero percent financing at Clearwater
 17 Mitsubishi. Did the F&I people there at Clearwater
 18 Mitsubishi sell more after market product when those
 19 special rates came into place?
 20 A. See, I'd have to see a report. I think the
 21 reason that they were-- it was having a negative impact
 22 because they were having trouble selling after market
 23 products with that zero percent rate.
 24 Q. Why would they have trouble selling the after
 25 market products?

WORK SHEET

SALESMAN _____ MANAGER _____ DATE 98

NAME _____ DOB _____ S.S. # _____ RES. PHONE _____

SPOUSE _____ DOB _____ S.S. # _____ RES. PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

1. D.L. # _____ 2. D.L. # _____

NEW USED DEMO COLOR Red BODY TYPE _____ MILEAGE 16477

YR 98 MAKE _____ MODEL _____ VIN # _____

TRADE IN

YR. _____ MAKE _____ BODY _____

SERIAL # _____

MODEL _____ P/OFF _____

MILEAGE _____ TAG #/ST _____

Dealer's Additions - or - Deletions:
 Additions and Deletions must be on the A & R Sheet!!!

When the deal is in agreement on terms
 I will own now!

X _____

OPTIONS & FEATURES

AUTO
A/C
Am Fr Casp

| | |
|----------------|------------------|
| PURCHASE PRICE | <u>14,900</u> |
| DEALER PREP | <u>50</u> |
| SALE PRICE | <u>14,850</u> |
| 1 TRADE AMT | |
| 2 TRADE AMT | <u>11,500</u> |
| DIFFERENCE | |
| FEE'S | + 279.00 |
| SUB TOTAL | <u>11,779</u> |
| TAX | <u>765.64</u> |
| TOTAL | <u>12,544.64</u> |
| TAG/DOC/TITLE | <u>200</u> |
| 1 PAY-OFF | + <u>200</u> |
| 2 PAY-OFF | + _____ |
| DOWN PAYMENT | <u>1000</u> |
| TOTAL AMOUNT | <u>11,744</u> |

MONTHLY INVESTMENT

88 Will 151 deliver
 When Terms Agree
3 mos
360
x 57

1/3 CASH DOWN PAYMENT

500 Down
88
x TAG
TAG

CUSTOMER APPROVAL X _____
 X _____

Attachment 9

NEW VEHICLE OPTIONS

Guest Name: _____

SALES PRICE: 20000

Balance: _____

CASH DOWN: 2000 Rebate

Rate: 5.9%

TRADE ALLOW: 0

BASE PAYMENT
PAYMENTS OF 318.39 GAP ONLY

60 72 341.36

\$22,656*

Preferred

Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 84 months or 100,000 miles

- RENTAL CAR COVERAGE
- TRAVEL BREAKDOWN COVERAGE
- TOWING COVERAGE

Road Hazard Tire/Wheel Coverage

- 3 YRS./UNLIMITED MILEAGE
- COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS
- COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS

Total Loss Protection

- IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE

Credit Life Insurance

- COVERAGE CAN PROVIDE CLEAR TITLE TO BENEFICIARY UPON INSURED'S DEATH

Disability Insurance

- COVERAGE CAN PROVIDE FOR MONTHLY PAYMENT WHEN ILL OR INJURED

Etch
THEFT DETERRENT SYSTEM

42 payments of \$ 415.91
payments of \$ _____

Guest: _____
\$27,312*

Value

Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 72 months or 100,000 miles

- RENTAL CAR COVERAGE
- TRAVEL BREAKDOWN COVERAGE
- TOWING COVERAGE

Road Hazard Tire/Wheel Coverage

- 3 YRS./UNLIMITED MILEAGE
- COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS
- COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS

Total Loss Protection

- IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE

~~Credit Life Insurance~~
~~COVERAGE CAN PROVIDE CLEAR TITLE TO BENEFICIARY UPON INSURED'S DEATH~~

OR

Disability Insurance

- COVERAGE CAN PROVIDE FOR MONTHLY PAYMENT WHEN ILL OR INJURED

Etch
THEFT DETERRENT SYSTEM

72 payments of \$ 390.33
payments of \$ _____

Guest: _____
\$25,755*

Basic

Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 72 months or 72,000 miles

- RENTAL CAR COVERAGE
- TRAVEL BREAKDOWN COVERAGE
- TOWING COVERAGE

includes turbo
Road Hazard Tire/Wheel Coverage

- 3 YRS./UNLIMITED MILEAGE
- COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS
- COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS

Total Loss Protection

- IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE

~~Credit Life Insurance~~

72 payments of \$ 363.76
payments of \$ _____

Guest: _____
\$24,138*

Economy

Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 60 months or 75,000 miles

- RENTAL CAR COVERAGE
- TRAVEL BREAKDOWN COVERAGE
- TOWING COVERAGE

Road Hazard Tire/Wheel Coverage

- 3 YRS./UNLIMITED MILEAGE
- COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS
- COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS

Total Loss Protection

- IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE

72 payments of \$ 344.67
payments of \$ _____

Guest: _____
\$22,976*

* The cost to the consumer for paying these loan terms, with compounded interest

SOURCE

Attachment 10 AUTOGROUP

OK TO BILL
BY _____
Deposit to be refunded if offer is not accepted by official of the company.

STOCK NO.

DATE

SALESPERSON



EMP. NO.

| | | | |
|---|-------|---|--|
| PURCHASER'S NAME | | ADDRESS | |
| CITY | STATE | ZIP | BUS PHONE HOME PHONE |
| PLEASE ENTER MY OFFER FOR ONE | | NEW <input checked="" type="checkbox"/> | USED <input type="checkbox"/> |
| YEAR | MAKE | MODEL OR SERIES | BODY TYPE |
| 02 | | | Deuter |
| M.V.I. OR SERIAL NO. | | ODOMETER MILEAGE | DATE OF BIRTH LAST PLATE NO. - YR. - STATE |
| FACTORY M.S.R.P. TOTAL | | | 15,250 ✓ |
| TOTAL INCLUDING ACCESSORIES | | | 15,250 ✓ |
| LESS USED CAR ALLOWANCE | | | 3,500 ✓ |
| CASH DIFFERENCE | | | 12,350 ✓ |
| OPTIONAL EXTRA | | | 249.00 |
| DELIVERY FEES <small>This charge represents the costs & profit to the seller/dealer for items such as inspecting, cleaning and adjusting new & used vehicle & preparing documents related to the sale.</small> | | | 498.00 |
| FLA. LAW: LEAD-ACID BATTERY FEE | | | 1.50 |
| FLA. LAW: TIRE DISPOSAL FEE (NEW CAR ONLY) | | | 5.00 |
| ELECTRONIC FILING | | | 16.00 |
| AMOUNT TAXABLE | | | 12,870.50 |
| PLUS SALES TAX | | | 822.23 |
| PLUS TAG, TITLE & FEES | | | 99.00 |
| PLUS AMOUNT OWED ON TRADE-IN | | | 0.00 |
| CASH BALANCE DUE | | | 13,791.00 |
| Date: | By: | PARTIAL PAYMENT | |
| Date: | By: | CASH ON DELIVERY | |
| UNPAID BALANCE OF CASH PRICE | | | 6,291.00 |
| For and in consideration of the sum of \$ _____ which you have this day credited to my account, I do hereby bargain, sell and deliver unto you one _____ automobile, Model _____ Motor No. _____ | | | |
| I warrant title to said automobile to be in my name and that same is free from all debts except \$ _____ due _____ | | | |
| which amount you do assume; that I have good right to sell and deliver the above automobile, and that title and possession thereto I will warrant against the claims of all parties whatsoever, except as above specified. | | | |
| It is agreed and understood that no warranties of any kind or character, either expressed or implied, are made by you of and concerning the car to be delivered to me, other than the usual dealer's warranties. | | | |
| In the event you cannot make delivery within thirty days of this date, I understand that my car is subject for reappraisal. | | | |
| In the event of increase in price by manufacturer before delivery I agree to pay the difference in price. | | | |
| No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned as purchaser thereunder. | | | |
| On a cash transaction this offer is not valid unless signed and accepted by Dealer. On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (c) purchaser(s) and Dealer have signed an installment Sale Contract. | | | |
| Delivery fees charge represents cost and profit to the seller/dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale. | | | |
| Buyer's Signature | | Accepted (Dealer) | |

ON A CREDIT SALE ADDITIONAL CHARGES WILL BE MADE BY THE FINANCE INSTITUTIONS

TRANSMITTAL SHEET

Attachment 11A

DAP DLP RETAIL OSL PAL OTHER

STK # _____
MSRP _____
ALLON/RESIDUAL _____
MILES _____
DATE _____ 15th _____
MONTHS _____ 60 _____
PAYMENT _____ 290's _____
OST _____ 9485 _____
DDS _____ _____
NET COST _____ 9485 _____

NAME _____
PRICE _____ 11,500 _____
TRADE _____ \$ _____
P/O _____ _____
ACV _____ _____
DEL FEE _____ \$279.00 _____
CASH _____ 1000 _____
REBATE _____ _____
TAG _____ 200 _____
STARTS _____ _____

PERCENTIVE _____

GROSS 2294

- WORKSHEET
- CREDIT APPLICATION
- P/O AUTHORIZATION
- AGREEMENT TO PROVIDE INSURANCE
- INSURANCE AFFIDAVIT
- NEW CAR EMISSION CONTROL
- USED CAR EMISSION CONTROL
- CERTIFICATION OF POLLUTION-PRIVATE
- CERTIFICATION OF POLLUTION-DEALER
- FLA DRIVER'S LICENSE
- REBATE FORM
- AUTOMOBILE LOANER AGREEMENT

- TOYOTA TRANSFER
- INSURANCE CARD
- ADDITIONS AND REMOVALS
- LEASE VEHICLE DISCLOSURE
- DELIVERY SURVEY
- BUYER'S GUIDE
- CREDIT STIPULATIONS PROOF OF:
 - INCOME
 - RESIDENCE
 - HOUSING COST
 - TELEPHONE SERVICE
 - SIX REFERENCES

MANAGERS APPROV _____
DATE _____

Attachment 11B

VEHICLE SALE INFORMATION SHEET

SALESMAN 1 # NAME
 SALESMAN 2 # NAME
 CUSTOMER SALESMGR # NAME
 MODEL # STOCK # & I MGR # NAME

M.S.R.P. \$ 17,155 (ATTACH FACTORY INVOICE)
 HARD ADD'S \$ _____ (THESE MUST OK W/LENDER)
 TOTAL MSRP \$ _____ (USED FOR RESIDUAL CALCULATION)
 ACV \$ 11,300
 PAYOFF \$ 15,048⁵⁰
 COST \$ 16,085 (INVOICE TOTAL + ADD'S)

1463
398

1861

| | 18 | 24 | 30 | 36 | 42 | 48 | 60 |
|--|--------|--------|--------|--------|--------|--------|--------|
| TERM | MONTHS | MONTHS | MONTHS | MONTHS | MONTHS | MONTHS | MONTHS |
| RESIDUAL | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| RATE | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| LEASE COMMISSION - SALESPERSON % _____ F & I _____ BUMP \$ _____ FLAT \$ _____ | | | | | | | |

SPECIAL INSTRUCTIONS FOR F & I AND ACCOUNTING

REBATE \$ _____ DEALER PART. \$ _____ (GET FORMS SIGNED)
 DUE BILL \$ _____ DESCRIBE ADD'S _____
 EST GROSS \$ 1861 DEALER CASH \$ _____
 AFTERMARKET - YES _____ NO _____ HOW TO BE PAID FOR: IN DEAL _____ COD _____
 SALE AMOUNT \$ _____ COST \$ _____ DESC. _____

NOTES:

8.5% 319 x 72
Spot AT 9.00 IN Room to
work -

SALES MANAGER: DATE

Attachment 11C

VEHICLE SALE INFORMATION SHEET

SALESMAN 1 # _____ NAME _____

SALESMAN 2 # _____ NAME _____

CUSTOMER [Redacted] SALESMGR # _____ NAME _____

MODEL # 07 STOCK # _____ F & I MGR # _____ NAME _____

[Redacted]

M.S.R.P. \$ _____ (ATTACH FACTORY INVOICE)

HARD ADD'S \$ _____ (THESE MUST OK W/LENDER)

TOTAL MSRP \$ 11859 (USED FOR RESIDUAL CALCULATION)

ACV \$ 0

PAYOFF \$ _____

COST \$ 11403 (INVOICE TOTAL + ADD'S)

~~450~~
~~+298~~
748

| | 1 | 18 | 24 | 30 | 36 | 42 | 48 | 60 |
|----------|---|--------|--------|--------|--------|--------|--------|--------|
| TERM | | MONTHS | MONTHS | MONTHS | MONTHS | MONTHS | MONTHS | MONTHS |
| RESIDUAL | | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| RATE | | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

LEASE COMMISSION -- SALESPERSON % _____ F & I _____ BUMP \$ _____ FLAT \$ _____

SPECIAL INSTRUCTIONS FOR F & I AND ACCOUNTING

REBATE \$ 500 rebate DEALER PART. \$ _____ (GET FORMS SIGNED)

DUE BILL \$ _____ DESCRIBE ADD'S _____

EST GROSS \$ 748 DEALER CASH \$ _____

AFTERMARKET - YES _____ NO NO HOW TO BE PAID FOR: IN DEAL _____ COD _____

SALE AMOUNT \$ _____ COST \$ _____ DESC. _____

NOTES: Quoted 275 - per memo
40 - Payment buy.

SALES MANAGER: [Redacted] DATE [Redacted]