

Motor Vehicle Retail Installment Contract and Security Agreement

| | | |
|-------------------------|----------------------------------|------------|
| Seller Name and Address | Buyer(s) Name(s) and Address(es) | Summary |
| | | No. _____ |
| | | Date _____ |

Phone Number _____ Phone Number(s) _____

Purchased for personal, family or household use unless otherwise indicated: ☐ Business, commercial or agricultural purpose Contract.

Sales Agreement and Promise to Pay

Purchase on Credit. The credit price is shown below as the "Total Sale Price." The "Cash Price" is also shown below. By signing this Contract, you choose to purchase on credit the motor vehicle and all other property and services described in this Contract according to the terms of this Contract.

Promise to Pay. You promise to pay us the principal amount of \$ _____ plus finance charges accruing on the unpaid balance at the rate of _____ % per year from the date of this Contract until maturity. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at _____ % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

We use the True Daily Earnings Method. See the *Additional Terms of the Sales Agreement* section - *How We Figure the Finance Charge* provision for an explanation of this method.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed* section.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

You have thoroughly inspected, accepted, and approved the motor vehicle in all respects. Seller will not make any repairs or additions to the motor vehicle except as noted in the *Description of Property* section.

Description of Property

| Year | Make | Model | Style | Vehicle Identification Number | Odometer Mileage |
|--|------|--------------|-------|-------------------------------|------------------|
| <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo | | Other: _____ | | | |

Description of Trade-In

Truth-In-Lending Disclosure

| 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 when you have made all scheduled payments. | The total cost of your purchase on credit, including your down payment of |
| _____ % | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Payment Schedule. Your payment schedule is:

| No. of Payments | Amount of Payments | When Payments are Due |
|-----------------|--------------------|-----------------------|
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |
| _____ | \$ _____ | _____ |

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 15 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off all or part of this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date and prepayment refunds.

Negotiability

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Itemization of Amount Financed

1. Cash Price (including any accessories, services and taxes)

(A) Cash Price of motor vehicle being purchased
(including sales tax of \$ _____) \$ _____

(B) Cash Price of _____ \$ _____

(C) Cash Price of _____ \$ _____

(D) Cash Price of _____ \$ _____

(E) Cash Price of _____ \$ _____

Total Cash Price \$ _____ (1)

2. Downpayment =

(A) Gross trade-in \$ _____

(B) - payoff by Seller paid to (includes 4.(A)):
_____ \$ _____

(C) = net trade-in (if negative, enter "0" and see Line 4.(A)) \$ _____

(D) + cash \$ _____

(E) + Mfrs. Rebate \$ _____

(F) + Deferred Downpayment \$ _____

(G) + other (describe) _____ \$ _____

Total downpayment \$ _____ (2)

3. Unpaid balance of cash price (1 minus 2) \$ _____ (3)

4. Other charges including amounts paid to others on your behalf
(Seller may keep part of these amounts.):

(A) Net trade-in payoff \$ _____

(B) Cost of physical damage insurance paid to insurance co. \$ _____

(C) Cost of optional credit insurance paid to insurance
company or companies \$ _____

Life _____ \$ _____

Disability _____ \$ _____

(D) Other insurance paid to insurance company \$ _____

(E) Debt cancellation agreement fee paid to the Seller \$ _____

(F) Official fees paid to government agencies \$ _____

(G) Dealer's inventory tax if not included in cash price \$ _____

(H) Sales tax if not included in cash price \$ _____

(I) Other taxes if not included in cash price \$ _____

(J) Government license and/or registration fees \$ _____

(K) Government certificate of title fee \$ _____

(L) Government vehicle inspection fees \$ _____

to state \$ _____

to inspection station \$ _____

(M) Deputy service fee paid to dealer \$ _____

(N) Documentary fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.

Un cargo documental no es un cargo oficial. La ley no exige que se imponga un cargo documental. Pero éste podría cobrarse a los compradores por el manejo de la documentación en relación con la venta. Un cargo documental no puede exceder una cantidad razonable acordada por las partes. Esta notificación se exige por ley.

(O) Other charges (Seller must identify who is paid and describe purpose)

to _____ for _____ \$ _____

to _____ for _____ \$ _____

to _____ for _____ \$ _____

to _____ for _____ \$ _____

to _____ for _____ \$ _____

to _____ for _____ \$ _____

Total other charges and amounts paid to others on your behalf \$ _____ (4)

5. Amount Financed (3 + 4) \$ _____ (5)

Insurance Disclosures and Debt Cancellation Agreement

Optional Credit Insurance Coverages and Debt Cancellation Agreement. Credit life, credit disability (accident and health), involuntary unemployment, GAP insurance and Debt Cancellation Agreement are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premiums or charges. If you want such insurance or Debt Cancellation Agreement, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the insurance coverages and Debt Cancellation Agreement you have chosen to purchase.

Credit Life Insurance

☐ Single ☐ Joint ☐ None

Premium \$ _____ Term _____

Insured _____

Credit Disability Insurance

☐ Single ☐ Joint ☐ None

Premium \$ _____ Term _____

Insured _____

GAP Insurance*

☐ Requested ☐ None

Premium \$ _____ Term _____

Debt Cancellation Agreement**

☐ Requested ☐ None

Charge \$ _____ Term _____

Involuntary Unemployment Insurance

☐ Single ☐ Joint ☐ None

Premium \$ _____ Term _____

Insured _____

Agent/Policy Fee: \$ _____

* If the Vehicle is determined to be a total loss, GAP Insurance will pay the difference between the proceeds of your basic collision policy and the amount you owe on the Vehicle, minus your deductible. See your insurance policy for specific terms and conditions. You can cancel this insurance without charge for 10 days from the date of this Contract.

** WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. See your separate Debt Cancellation Agreement for specific terms and conditions. You can cancel the Debt Cancellation Agreement without charge for a period of 30 days from the date of this Contract or for the period stated in the Debt Cancellation Agreement, whichever period ends later.

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

(Contracts with a balloon payment.) Credit Life Insurance is for the scheduled term of this contract. Credit Disability Insurance covers the first _____ payments and does not cover the last scheduled payment.

The premium rates are not fixed or approved by the Texas Insurance Commissioner for: 1) credit life and credit disability insurance with a term greater than 120 months, 2) GAP Insurance, and 3) credit involuntary unemployment insurance. A Debt Cancellation Agreement is not insurance and is regulated by the Office of Consumer Credit Commissioner.

Your signature below means you want (only) the insurance coverage(s) and Debt Cancellation Agreement protection quoted above for the stated additional charges. If "None" is checked, you have declined the coverages and protections we offered.

By: _____ DOB _____

By: _____ DOB _____

By: _____ DOB _____

Property Insurance. You must insure the Property. You shall have the option of furnishing the required insurance either through existing policies of insurance owned or controlled by you or procuring and furnishing the equivalent insurance coverage through any insurance company authorized to transact business in Texas.

The maximum deductible is \$ _____. If you get insurance from or through us you will pay \$ _____ for _____ of coverage.

This premium is calculated as follows:

- ☐ \$ _____ Deductible, Collision Cov. \$ _____
☐ \$ _____ Deductible, Comprehensive \$ _____
☐ Fire-Theft and Combined Additional Cov. \$ _____
☐ _____ \$ _____

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT UNLESS CHECKED AND INDICATED.

- ☐ If checked, the premium for property insurance is not fixed or approved by the Texas Insurance Commissioner.

If the premium is for a required coverage, you have the option, for a period of 10 days from the date you receive a copy of this Contract, of furnishing that coverage through existing policies of insurance by obtaining like coverage from any insurance company authorized to do business in Texas.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term _____
Price \$ _____
Coverage _____

☐ _____
Term _____
Price \$ _____
Coverage _____

☐ _____
Term _____
Price \$ _____
Coverage _____

By: _____ Date _____

By: _____ Date _____

By: _____ Date _____

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Motor Vehicle Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the *Description of Property* section. "Property" means the Vehicle and all other property described in the *Description of Property* and *Additional Protections* sections.

General Terms. The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

How We Figure the Finance Charge. The rate of finance Charge is stated earlier in the *Sales Agreement and Promise to Pay* section. This rate may not be the same as the Annual Percentage Rate. We will figure the Finance Charge by applying the true daily earnings method, as defined by the Texas Finance Code. Using this method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the contract rate. The unpaid principal balance does not include the late charges or returned payment charges, if any.

How We Apply Payments. We will apply your payments in the following order: 1. earned but unpaid finance charge; and 2. anything else you owe under this agreement.

How Late or Early Payments Change What You Must Pay. We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge and your last payment will be more than your final scheduled payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase.

Prepayment. You may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments.

Returned Insurance Premiums and Service Contract Charges. If we get a refund on insurance or service contracts, or other contracts that you paid under this Contract, you agree that we may subtract it from what you owe. Once all amounts owed under this Contract are paid, any remaining refunds will be paid to you.

Special Provisions for Balloon Payment Contracts. If any scheduled payment is more than twice as large as the average of all other regularly scheduled payments, you may refinance that payment when due without a refinancing fee. The terms we offer for that refinance must otherwise be as favorable as the original terms of this Contract. This right does not apply if your payment schedule is adjusted for seasonal or irregular income. You may also pay all you owe and keep the Vehicle.

Returned Payment Charge. If you make any payment required by this Contract that is dishonored, you agree to pay a fee of \$30.00. We can add this fee to the amount you owe or collect it separately.

Governing Law and Interpretation. This Contract is governed by the law of Texas and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- ◆ You do not pay any amount in full when it is due.
- ◆ You fail to perform any other obligation that you have undertaken in this Contract.
- ◆ We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our reasonable out-of-pocket expenses as allowed by law and as further described in the *Additional Terms of the Sales Agreement* section - *Remedies* provision. You agree to pay our reasonable attorneys' fees after default and referral to an attorney who is not our salaried employee. You also agree to pay court costs and disbursements incurred in collecting amounts owing under this Contract.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

- ◆ We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges.
- ◆ If a third party takes a lien or claim against or possession of the Property, we may (but are not required to) pay the third party any cost required to free it from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the Property and you agree to immediately pay us this amount. If you do not pay this amount, we may repossess the Property and add it to the amount you owe. If we do not repossess the Property, we may still demand that you pay us, but we will not add a finance charge on this amount.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- ◆ If we take possession of the Property, we will tell you how much you have to pay to get it back. If you do not pay us to get the Property back, we can sell it or take other action allowed by law. Your right to redeem ends when the Property is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of the Contract.
- ◆ If you do not redeem the Property, we may then sell it and apply what we receive as provided by law to our reasonable out-of-pocket expenses and then toward what you owe us. Our reasonable out-of-pocket expenses will be those incurred in connection with the repossession or sequestration of the Property or foreclosure of a security interest in the Property, including the costs of storing, reconditioning, and reselling it, subject to the standards of good faith and commercial reasonableness required by law.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. We will send you written notice at your last known address within 15 days of our discovery of such personal property. If you fail to claim that property as provided in the notice, we may retain or dispose of that property and disburse the proceeds, according to applicable law.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

Warranty. Warranty information is provided to you separately.

Waiver. To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or (3) give notice that we intend to make, or are making, this Contract immediately due.

Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property described in the *Description of Property* section and *Additional Protections* section. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures and Debt Cancellation Agreement* section, or as we will otherwise require. The insurer must be authorized to do business in Texas. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This premium amount will earn finance charges from the date we pay it at the applicable rate described in the *Sales Agreement and Promise to Pay* section until paid in full.

GAP Liability or Total Loss of the Vehicle. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing GAP Insurance or a Debt Cancellation Agreement to cover the gap liability, subject to any conditions and exclusions in the applicable insurance policy or agreement.

Arbitration Provision

PLEASE READ CAREFULLY! By agreeing to this Arbitration Provision you are giving up your right to go to court for claims and disputes arising from this Contract.

- ◆ **YOU OR WE MAY CHOOSE TO RESOLVE ANY DISPUTE BY ARBITRATION AND NOT BY COURT OR JURY TRIAL.**
- ◆ **YOU GIVE UP ANY RIGHT TO BE INVOLVED IN ANY RELATED CLASS ACTION IF WE ARBITRATE.**
- ◆ **DISCOVERY AND APPEAL RIGHTS ARE GENERALLY MORE LIMITED IN ARBITRATION. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE.**

You or we (including our assignee) may elect to resolve any Claim by neutral, binding arbitration and not by court action. "Claim" means any claim or dispute between you and us. It includes any claim or dispute between you and our employees, agents, successors, assigns or affiliates. A Claim may be related to: (i) the credit application; (ii) the purchase of the Property; (iii) the condition of the Property; (iv) this Contract; (v) any insurance, maintenance, service or other contracts you bought in connection with this Contract; or (vi) any related interactions. A Claim may be based on common law, constitutional law, contract, tort, statute, regulation or other ground. To the extent allowed by law, the arbitrator shall decide the validity, scope and interpretation of this Arbitration Provision.

If either party elects to arbitrate, you and we agree that we will NOT resolve the Claim by jury trial or other court action. The arbitration will be on an individual basis only. It will not be resolved on a class or representative basis. You and we agree that this Arbitration Provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S. Code Sections 1, et seq. You and we agree that the FAA controls and will exclude any different or inconsistent state or local law.

The party electing to arbitrate may choose one of the following: (i) American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019 (www.adr.org); or (ii) JAMS, 1920 Main Street, Suite 300 Irvine, CA 92614 (www.jamsadr.com). The party electing may choose any other reputable arbitrator if the other party agrees to it. The arbitration will be subject to the arbitration organization's rules, if any. The parties can get a copy of its rules by contacting it or visiting its website. If its rules conflict with this Arbitration Provision, the terms of this Arbitration Provision will be used. The parties may agree to resolve any rules conflicts by a signed, written amendment. If the parties cannot find or agree upon an arbitrator, one will be selected as provided by Sections 5 and 6 of the FAA.

Unless you and we agree to a change, the arbitration hearing will be: (i) in the federal district where you reside; or (ii) by telephone or other electronic method. The filing fee, arbitrator's pay and other costs will be paid according to the arbitration organization's rules. Some organization's rules require us to pay most or all of these amounts. If its rules do not specify, we will pay these amounts up to \$5,000, unless the law requires us to pay more. Each party is responsible to pay its own attorneys, witnesses, and any related costs it incurs to prepare and present its Claim or response. The arbitrator may award payment of certain arbitration costs or fees to a party, but only if the law and arbitrator's rules allow it.

The arbitrator must be a lawyer with at least ten years of experience. He or she must be familiar with consumer credit law or a retired state or federal court judge. The arbitration will be by a single arbitrator. The arbitrator must follow the substantive law and any statute of limitations that applies. An arbitrator may order specific performance, compensatory damages and punitive damages. He or she may order any other relief allowed by law. An arbitrator's authority to make awards is limited to awards to you or us. Claims may not be joined with arbitration claims involving others unless agreed to in writing by all parties. An arbitration award or decision will not have any effect as to issues or claims in any dispute with anyone else.

Any arbitration award must be in writing and include a reasoned opinion. It will be final and binding subject only to any right to appeal under the FAA. Any court having jurisdiction can enforce a final arbitration award.

You or we can seek remedies for Claims in small claims court without giving up the right to require arbitration. You or we may also seek judicial provisional remedies for Claims without giving up the right to require arbitration. If a party does not choose arbitration for a particular Claim, it may still require arbitration for any other Claim.

This Arbitration Provision survives any: (i) termination, payoff or transfer of this Contract; (ii) any legal proceeding by you or us to collect a debt owed by the other; and (iii) any bankruptcy proceeding in which you or we are the debtor. With one exception, if any part of this Arbitration Provision is found to be unenforceable, the rest of it will still be enforceable. The one exception is that if such a finding would allow arbitration of Claims on a class-wide basis, then this entire Arbitration Provision will be unenforceable.

HOW TO REJECT THIS ARBITRATION PROVISION. You may reconsider and reject your approval of this Arbitration Provision. You may do so by sending a written notice to the Assignee (see the Assignment section). If there is no Assignee, then the notice must be sent to us (Seller). The notice must be postmarked within 30 days of the date you signed this Contract. It must include your name, Seller's name and the date of this Contract. It must also state your decision to reject this Contract's Arbitration Provision and include your signature. **If you reject this Arbitration Provision, it will no longer apply. All the other terms of this Contract will still apply. Rejecting this Arbitration Provision will NOT change the other terms used to finance and sell the Property to you.**

CAUTION. It is important that you read all of this Arbitration Provision before you sign this Contract. By signing this Contract, you acknowledge that you read, understand and agree to this Arbitration Provision. If you do not understand this Arbitration Provision, do not sign this Contract; instead ask your lawyer. If you approve this Arbitration Provision, you may still reconsider and reject it within 30 days after signing. See above for the steps to reject after signing this Contract. If you use that process to reject, this Arbitration Provision will not be a part of this Contract, but the rest of this Contract will still be binding and effective.

Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. 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.

Used Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract, including the *Additional Terms of the Sales Agreement* section - *Waiver* provision. However, you will not be liable for the payments required by the Contract, but your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

By:

Date

Signature of Third Party Owner (NOT the Buyer)

[This area intentionally left blank.]

Arbitration Provision and Process to Remove

This Contract contains an Arbitration Provision that affects your rights. By signing this Contract, you agree that either of us may require the other to resolve disputes or claims through arbitration instead of a lawsuit. The Arbitration Provision has steps you can follow in the next 30 days if you change your mind and want to reject the Arbitration Provision.

By initialing this section, you confirm that you read, understand and agree to the Arbitration Provision in this Contract, including the process to reject it.

Buyer initials: _____

Acknowledgment for Electronic Signatures

☐ **Electronic Signature Acknowledgment.** You agree that: (i) you viewed and read this entire Contract before signing it; (ii) you signed this Contract with one or more electronic signatures; (iii) you intend to enter into this Contract; (iv) your electronic signature has the same effect as your written ink signature; (v) you received a paper copy of this Contract after it was signed; and (vi) the authoritative copy of this Contract will reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in electronic form or as a paper version of it — which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of it. You may enforce the paper version of the Contract copy that you received.

Signatures

Entire Agreement and Modifications in Writing. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

By: _____ Date _____

By: _____ Date _____

By: _____ Date _____

[This area intentionally left blank.]

Notice to the Buyer. Do not sign this Contract before you read it or if it contains any blank spaces. You are entitled to a copy of the Contract you sign. Under the law, you have a right to pay off in advance all that you owe and under certain conditions may save a portion of the Finance Charge. Keep this Contract to protect your legal rights.

BY SIGNING BELOW, YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU HAVE RECEIVED A COMPLETED COPY OF THIS CONTRACT AND HAD A CHANCE TO READ AND REVIEW IT BEFORE YOU SIGNED IT.

Buyer

By: _____ Date _____

By: _____ Date _____

By: _____ Date _____

Seller

By: _____ Date _____

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

OCCC NOTICE. For questions or complaints about this contract, contact _____ (name of creditor) at _____ (phone) and _____ (other contact information). The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

Assignment. This Motor Vehicle Retail Installment Contract and Security Agreement is assigned to _____

the Assignee, phone _____. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.

☐ This Assignment is made with recourse.

Seller

By: _____ Date _____