INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)

U.S. Department of Transportation
National Highway Traffic Safety Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET:www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100148

Date Received: DEC - 6 2012
18-OCT-2012

Repository ☐

Reference No. 10480966

OWNER INFORMATION (Type or Print)

Name [redacted]
Address [redacted]
City ROWLETT
State TX
Zip Code [redacted]
Daytime Telephone Number [redacted]
Evening Telephone Number [redacted]
E-mail Address [redacted]

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side: JA32U2FUXCU[redacted]
Make: MITSUBISHI
Model: LANCER SPORTSBACK
Model Year: 2012
Date Purchased:
Dealer's Name and Telephone Number:
Engine: No: Cylinders 4
Fuel Type: R 87%
Original Owner ☐
Dealer's City:
State:
Zip Code:
Transmission Type: A
☑ Antilock Brakes
☑ Cruise Control
Powertrain:
Multiple Failure:
Incident Date(s): 28-SEP-2012

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: 110000 ELECTRICAL SYSTEM
Failure Mileage: 16816
Failure Speed:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make:
Tire Model (Name or Number):
Tire Size (Example P215/65R15):
DOT No. (Example: DOTMAL9ABC036):
☐ Original Equipment
☐ Prior Repair
Failure Location:
Tire Component Code:
Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:
Date Manufactured:
Model No./Name:
Seat Type:
Installation System:
Child Seat Component Code:
Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash ☐ Yes ☒ No
Fire ☐ Yes ☒ No
Number of Persons Injured: 0
Number of Deaths: 0
Reported to Police: N

Narrative Description of Incident(S), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e, parts repaired or replaced (and if old part is available).

TL* THE CONTACT OWNS A 2012 MITSUBISHI LANCER SPORTSBACK. THE CONTACT STATED THAT THE COLORS ON THE INSTRUMENT PANEL CHANGED FROM ORANGE TO YELLOW ERRONEOUSLY. THE CONTACT STATED THAT WHEN THE PANEL CHANGED TO YELLOW, THE TIRE SERVICE WARNING LIGHT WOULD ALSO ILLUMINATE. THE CONTACT TOOK THE VEHICLE TO THE DEALER AND WAS TOLD TO CHANGE THE TIRES FROM AIR TO NITROGEN GAS. THE CONTACT PERFORMED THE SWITCH AS INSTRUCTED BUT THE FAILURE PERSISTED. THE VEHICLE WAS TAKEN BACK TO THE DEALER AND THE VEHICLE WAS TEST DRIVEN FOR 80 MILES HOWEVER, THE WARNING LIGHT DID NOT ILLUMINATE. THE DEALER REPLACED THE TIRE SENSORS AS A PRECAUTION BUT THE TIRE SERVICE WARNING LIGHT CONTINUED TO ILLUMINATE INTERMITTENTLY. THE FAILURE MILEAGE WAS 16,816 AND THE CURRENT MILEAGE WAS 16,900.

ATTACH ADDITIONAL SHEETS IF NECESSARY

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

☑ YES ☐ NO The manufacturer, converter or distributor of the vehicle (**NOT THE DEALER**) was given **written notice** of the problem(s), on 10/ 22, 20 12.

IF YOU ANSWERED NO, PLEASE SEND A LETTER TO THE MANUFACTURER, CONVERTER OR DISTRIBUTOR AS SOON AS POSSIBLE (CERTIFIED MAIL/RETURN RECEIPT IS SUGGESTED) AND INCLUDE A COPY OF THE LETTER WITH THIS COMPLAINT FORM.

☑ YES ☐ NO The vehicle has been inspected by a factory representative. If you answered yes, please provide the inspection date, location, personnel involved, and outcome. Use a separate sheet if needed

DATE: 10/9/12 **LOCATION:** Mesquite, TX
BY WHOM: Charlie Brown
OUTCOME: STILL NOT REPAIRED HE SAID my CELLPHONE (IPhone) WAS THE problem BUT I HAD LEFT IT AT Home AND the problem STILL COME ON.

I UNDERSTAND THAT THE INFORMATION I AM SUBMITTING MAY BE SHARED WITH THE OTHER INTERESTED PARTIES TO MY COMPLAINT IN ORDER TO RESOLVE THIS MATTER.

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT ALL STATEMENTS IN THIS COMPLAINT ARE TRUE AND CORRECT.

[redacted]
SIGNATURE OF REGISTERED VEHICLE OWNER/LESSEE

10/23/12
DATE

The Texas Department of Motor Vehicles maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Section 552.001 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, **you are also entitled to have us correct information about you that is incorrect. For more information, call (512) 416-4800.**

November 30, 2012

Mr. John DuFour, Case Advisor
Texas Department of Motor Vehicles
P. O. Box 2063
Austin, TX 78768-2063

RE: [redacted] Complainant v.
Mitsubishi Motor North America, Inc.
MVD Cause #13-0055 CAF

Dear Mr. DuFour:

This letter is a follow up to my complaint. On November 20, 2012 at 1:15 the low tire light on my car came on ***again***. I immediately carried the car directly to Absolut Mitsubishi arriving at 1:30 p.m. I spoke with both Dale the service manager and Charles the service advisor. They had a mechanic take my car to the service area and put it on the computer as the light was still on upon my arrival.

As of today, I have not gotten my car back. I have talked to Charles Brown several times with Absolut Mitsubishi. He tells me they're trying to make a decision what to do with it. Undoubtedly this is a problem they do not know how to repair and since I personally have met someone else with a 2010 model of the same car with the same problem, I feel like they have misled me by telling me they have never had this problem before. My fear with them continually getting this car back in the service shop numerous times is they may disconnect something to make the light go off but not fix the problem.

At this time I feel they've had enough time to repair it so I am seeking your assistance with this matter. They can either replace the car or give me my purchase value as a trade in on another vehicle or buy it back for my purchase price. I have no faith in their ability to repair this car because of the numerous times it's been to the shop for the same problem and it **STILL** is not resolved.

Please let me know how you can assist me in resolving this matter because my frustration with the attempts to get this car repaired is starting to take a mental toll and the limitations as to where I can go in their loaner is affecting my business and personal life. From September 29, 2012 to present is more than enough time to resolve and fix this problem if they know how.

Sincerely,

[redacted]

OWNER OF A 2010 WHEN THE SAME prombles

Bullocc

214-900-8369

Texas Department *of* Motor Vehicles

ENFORCEMENT DIVISION
P O Box 2063 – Austin, Texas 78768
TELEPHONE (512) 416-4800 – FAX (512) 302-2328

November 6, 2012

[redacted]
Rowlett TX [redacted]
VIA First Class Mail

RE: [redacted] Complainant v.
MITSUBISHI MOTOR NORTH AMERICA, INC., Respondent
MVD CAUSE NO. 13-0055 CAF

To the Parties Addressed:

This is with reference to your recent complaint involving problems you have experienced with your motor vehicle or towable recreational vehicle. Your complaint has been assigned to the undersigned Case Advisor. The Case Advisor will help resolve your complaint through mediation with the manufacturer of the vehicle.

The dealer and the manufacturer have been notified of your complaint and have been asked to provide comments on the problems you reported and explanation of what action can be taken to resolve these problems. Responses sent by the dealer and manufacturer will be forwarded to you.

A video about the lemon law complaint process may be viewed on the Internet at:
http://www.txdmv.gov/protection/lemon_law.htm

If you decide that you no longer need assistance, notify this office as soon as possible. In addition, notification is requested if the vehicle is sold, wrecked or repossessed.

If you have questions about the above information, write to the above address or call (512) 416-4873.

Sincerely,
John DuFour
John DuFour, Case Advisor
Lemon Law Section

20121106175440-0011/2/2 632506

[redacted]
Rowlett, Texas [redacted]
Phone: Office [redacted] Cell [redacted]

October 22-2012

Mitsubishi Motor North America, Inc
Post Office Box 6400
Cypress, CA 90630

TO WHOM IT MAY CONCERN:

I am writing to notify you of the problems I am experiencing with my **2012 Mitsubishi Lancer – JA32U2FUXCU**[redacted]and to request that you correct this problem within thirty (30) days of your receipt of this letter.

I purchased my vehicle from **Absolute Mitsubishi at 16200 LBJ Freeway, Mesquite Texas 75150** on January 12-2012 approximately $19,200.00. I began having trouble with the tire light coming on at all times of the day and night telling me that I had a tire problem. I took my vehicle back to the dealer for repairs on September 29-2012 but, to date, the dealer has been unable to correct the problem. Attached are copies of the repair orders which document the dealership's attempts to repair my vehicle.

This problem **substantially impairs the use and value of my vehicle and creates a serious safety hazard.** Therefore if you and your dealer are unable to correct this problem, I will expect you to **REPLACE** the vehicle pursuant to Chapter 2301, Subchapter M of the Texas Occupations Code Annotated.

Please contact me on receipt of this letter at the address or telephone to arrange a mutually convenient date and time for you to have an opportunity to inspect my vehicle and make any necessary repairs.

Sincerely,

[redacted]

CC
Absolute Mitsubishi
Attn: Charlie Brown
16200 LBJ Freeway
Mesquite, Texas 75150

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Absolute Mitsubishi
Attn: Charlie Brown
16200 LBJ Freeway
Mesquite, TX 75150

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Samantha Sutton ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery 10-23-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SAME

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 0470 0001 6452 3482

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Texas Dept of Motor Vehicles
P.O. Box 13044
Austin, Texas 78711

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
OCT 24 2012
BY:

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 0470 0001 6452 3598

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mitsubishi Motor North
America, LLC
P.O. Box 6400
Cypress, CA 90630

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Adrian Witt ☒ Agent ☐ Addressee

B. Received by (Printed Name) A Witt

C. Date of Delivery 10-26-12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

OCT 26 2012

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 0470 0001 6452 3475

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

====================================

N. MESQUITE FIN STATION
MESQUITE, Texas
751509998
4822710164-0096
10/22/2012 (800)275-8777 09:44:38 AM

====================================

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price
AUSTIN TX 78711			$1.90
Zone-3 First-Class			
Large Env			
5.40 oz.			
Expected Delivery: Thu 10/25/12			
Return Rcpt (Green Card)			$2.35
Certified			$2.95
Label #: 70120470000164523598			
			========
Issue PVI:			$7.20
MESQUITE TX 75150			$0.65
Zone-0 First-Class			
Letter			
1.50 oz.			
Expected Delivery: Tue 10/23/12			
Return Rcpt (Green Card)			$2.35
Certified			$2.95
Label #: 70120470000164523482			
			========
Issue PVI:			$5.95
CYPRESS CA 90630			$0.65
Zone-6 First-Class			
Letter			
1.50 oz.			
Expected Delivery: Thu 10/25/12			
Return Rcpt (Green Card)			$2.35
Certified			$2.95
Label #: 70120470000164523475			
			========
Issue PVI:			$5.95
			==========
Total:			$19.10

Paid by:
VISA $19.10
Account #: XXXXXXXXXXX[redacted]
Approval #: 008771
Transaction #: 621
23903020766

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call

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7012 0470 0001 6452 3475

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

CYPRESS CA 90630

Postage	$ $0.65	0164	
Certified Fee	$2.95	08	Postmark Here
Return Receipt Fee (Endorsement Required)	$2.35		
Restricted Delivery Fee (Endorsement Required)	$0.00		
Total Postage & Fees	$ $5.95	10/22/2012	

Sent To Mitsubishi Motor North America Inc
Street, Apt. No.; or PO Box No. P.O. Box 6400
City, State, ZIP+4 Cypress, CA 90630

PS Form 3800, August 2006 See Reverse for Instructions

7012 0470 0001 6452 3598

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

AUSTIN TX 78711

Postage	$ $1.90	0164	
Certified Fee	$2.95	08	Postmark Here
Return Receipt Fee (Endorsement Required)	$2.35		
Restricted Delivery Fee (Endorsement Required)	$0.00		
Total Postage & Fees	$ $7.20	10/22/2012	

Sent To Texas Dept of Motor Vehicles
Street, Apt. No.; or PO Box No. P.O. Box 13044
City, State, ZIP+4 Austin, TX 78711-3044

PS Form 3800, August 2006 See Reverse for Instructions

7012 0470 0001 6452 3482

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

MESQUITE TX 75150

Postage	$ $0.65	0164	
Certified Fee	$2.95	08	Postmark Here
Return Receipt Fee (Endorsement Required)	$2.35		
Restricted Delivery Fee (Endorsement Required)	$0.00		
Total Postage & Fees	$ $5.95	10/22/2012	

Sent To Absolute Mitsubishi ATTN C. Brown
Street, Apt. No.; or PO Box No. 16206 LBJ Freeway
City, State, ZIP+4 Mesquite, TX 75150

PS Form 3800, August 2006 See Reverse for Instructions

M 11215-T
014 200/5000 8/10

PURCHASER PLEASE COMPLETE AT ONCE

FILL IN THE DATE ▶

WHOM ARE YOU PAYING? ▶

ENTER THE AMOUNT

SIGN, PRINT YOUR ADDRESS ▶

[redacted]

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

MoneyGram Money Orders

INTERNATIONAL MONEY ORDER

149 1764 663

To Validate: Touch the stop sign, then watch it fade and reappear

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

DATE 10/22/2012

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: Texas Motor Dept. of Motor Vehicles

NOT VALID FOR OVER ONE THOUSAND U.S. DOLLARS

AMOUNT THE SUM 35 DOLS 00 CTS DOLLARS

Payable Through Wells Fargo Bank, N.A.

PURCHASER, SIGNER FOR DRAWER [redacted] FIRMA DEL LIBRADOR [redacted]

ADDRESS / DIRECCIÓN: [redacted]

SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE.

[redacted]

```
FP TRANSACTION  10-22-12  09:20:30  MEMBER [redacted]
          FOR [redacted]                              1  402
WITHDRAWAL         38.00 1436570-2        MLMM CHECKING
   PREV BAL       516.75 NEW BAL         478.75
DISBURSED 35.00 IN MERCHANDISE OF 1 MONEY ORDERS
  FEE: 3.00 TAX: 0.00
  SERIAL NUMBER(s):
    01491764663
```

Resource One CREDIT UNION
Member owned. Not-for-profit.

A Proud Member of
CU SERVICE CENTERS
The Member Friendly Financial Network

Visit www.r1cu.org/survey & share your experience with us for a chance to win $250

Received:

Disbursed:

CUSTOMER #: 50486

104102

INVOICE

Absolute Mitsubishi
16200 LBJ Freeway
Mesquite, TX 75150
Toll Free (866) 226-0042 · Fax (972) 388-2150

[redacted]
DALLAS, TX [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL:

PAGE 1

SERVICE ADVISOR: 9131 CYNTHIA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	12	MITSUBISHI LANCER	JA32U2FUXCU[redacted]		15156/15156	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN12 DD			20:00 03SEP12			CASH	03SEP12

R.O. OPENED	READY	OPTIONS:
03SEP12	03SEP12	STK:MCU[redacted] DLR:44218 ENG:2.0_DOHC_MIVEC

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A 15,000 MILE SCHEDULED SERVICE PREMIUM PACKAGE INCLUDES: OIL SERVICE,			
BG LUBRICATION SERVICE, REPLACE AIR FILTER, MULTI-POINT			
INSPECTION, CHECK AND ADJUST TIRE PRESSURES, TOP OFF ALL			
FLUIDS, BG BATTERY SERVICE AND CAR WASH.			
H15KP 15,000 MILE SCHEDULED SERVICE PREMIUM			
PACKAGE INCLUDES: OIL SERVICE, BG			
LUBRICATION SERVICE, REPLACE AIR FILTER,			
MULTI-POINT INSPECTION, CHECK AND ADJUST			
TIRE PRESSURES, TOP OFF ALL FLUIDS, BG			
BATTERY SERVICE AND CAR WASH.			
[illegible]		67.03	67.03
1 MZ690072 OIL FILTER	9.13	3.65	3.65
1 [illegible] GASKET,ENG OIL PAN DRAI	2.05	1.11	1.11
5 MZ320106 0W-20 SYNTHETIC MOTOR O	10.63	4.25	21.25
1 [illegible]	5.95	5.95	5.95
1 1500A023 ELEMENT,AIR CLEANER	20.49	18.99	18.99
1 985 [illegible]	6.02	6.02	6.02
***			
B COMPLEMENTARY 27 POINT INSPECTION			
27P COMPLEMENTARY 27 POINT INSPECTION			
[illegible]		0.00	0.00
***			
C FREE CAR WASH. $10.00 VALUE			
FWASH FREE CAR WASH. $10.00 VALUE			
[illegible]		0.00	0.00
***			
D C1202 SERVICE HEADLAMPS INSPECT AIMING PORTS OR TABS			
CAUSE: SERVICE RECALL			
C1202 INSPECT FOR SERVICE PART HEADLAMPS AND			
AIMING PORT TABS			
[illegible]			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE: WAR			
AUTH CODE:			

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Copyright 2000 ADP, Inc. SERVICE INVOICE #2 XS12C

CUSTOMER COPY

CUSTOMER #: 50486

104452

INVOICE

Absolute Mitsubishi
16200 LBJ Freeway
Mesquite, TX 75150
Toll Free (866) 226-0042 · Fax (972) 388-2150

[redacted]
DALLAS, TX [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL:

PAGE 1

SERVICE ADVISOR: 1441 Charlie Brown

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	12	MITSUBISHI LANCER	JA32U2FUXCU[redacted]		16816/16816	T542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN12 DD			20:00 29SEP12			CASH	29SEP12

R.O. OPENED	READY	OPTIONS:
29SEP12	29SEP12	STK:MCU[redacted] DLR:44218 ENG:2.0_DOHC_MIVEC

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHECK FOR NAILS TIRE LIGHT COMES ON AT TIMES			
01 MAINTENANCE			
80038 ISP			(N/C)
NO NAILS FOUND			
**			
B FILL TIRES WITH NITROGEN			
NIT FILL TIRES WITH NITROGEN			
80038 CPC		39.95	39.95
**			
C COMPLEMENTARY 27 POINT INSPECTION			
27P COMPLEMENTARY 27 POINT INSPECTION			
80038 ISP			(N/C)
**			
CUSTOMER PAY SHOP SUPPLIES FOR REPAIR ORDER			3.30

Thank you for choosing Absolute Mitsubishi, we appreciate your business. You may receive a phone or mail survey soon, if you don't feel you can give us an excellent score, please let us know. Thank you, Tony Bates 972-270-2080

PAID
Date: 9-29-12
Paid by: Visa
Rec'd by: VR

ABSOLUTE MITSUBISHI
16200 LBJ FREEWAY
MESQUITE, TX 75150
972-270-2080

Sale

Merchant ID: 542929804764389
Term ID: LK119995
09/29/12 09:07:19
Batch#: 000257 Inv #: 000001
VISA Entry Method: S
XXXXXXXXXX[redacted]
Seq.#: 0001 Appr Code: 133973
Total.$ 43.52

APPROVED

Customer Copy
THANK YOU!

TOTALS
39.95
0.00
0.00
0.00
3.30
43.25
0.00
0.27
43.52

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STA
The f of th the s Seller warra implie warra fitnes Seller autho assur conn item/

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUS

CUSTOMER #: 50486

104482

INVOICE

PAGE 1

Absolute Mitsubishi
16200 LBJ Freeway
Mesquite, TX 75150
Toll Free (866) 226-0042 · Fax (972) 388-2150

[redacted]
DALLAS, TX [redacted]
HOME [redacted]
BUS: CONT:N/A
CELL:

SERVICE ADVISOR: 5940 DENISE MARTINEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	12	MITSUBISHI LANCER	JA32U2FUXCU[redacted]		17018/17018	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN12 DD			20:00 02OCT12			CASH	02OCT12

R.O. OPENED	READY	OPTIONS:
02OCT12	02OCT12	STK:MCU[redacted] DLR:44218 ENG:2.0_DOHC_MIVEC

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES TIRE LIGHT CONTINUES TO COME ON AFTER NITROGEN FILL
ON 09-29-12
01 MAINTENANCE (N/C)
80038 ISP
NO WORK WAS DONE. COULD NOT DUPLICATE COMPLAINT.
****
Thank you for choosing Absolute Mitsubishi,
we appreciate your business. You may receive
a phone or mail survey soon, if you don't
feel you can give us an excellent score,
please let us know. Thank you, Tony Bates
972-270-2080

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER COPY

CUSTOMER #: 50486

104528

INVOICE

PAGE 1

[redacted]

DALLAS, TX [redacted]

HOME: [redacted] CONT:N/A

BUS: [redacted] CELL:

Absolute Mitsubishi

16200 LBJ Freeway
Mesquite, TX 75150
Toll Free (866) 226-0042 · Fax (972) 388-2150

SERVICE ADVISOR: 1441 Charlie Brown

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	12	MITSUBISHI LANCER	JA32U2FUXCU[redacted]		17295/17295	T1135

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN12 DD			20:00 04OCT12			CASH	05OCT12

R.O. OPENED	READY	OPTIONS:
04OCT12	05OCT12	STK:MCU[redacted] DLR:44218 ENG:2.0_DOHC_MIVEC

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S TIRE LIGHT COMES ON AT TIMES THEN GOES OFF

CAUSE: 2 SENSORS FAILED

31870210 TPMS TRANSMITTER, REPL (N/C)

80038 WM (N/C)

2 4250B975 VALVE, TIRE

318702A9 INSPECT BY SCAN TOOL (N/C)

80038 WM

31870201 EACH ADDITIONAL PIECE R&R (N/C)

80038 WM

FC: 99D990

PART#: 4250B975

COUNT: 2

CLAIM TYPE: WM

AUTH CODE:

FOUND CODE C1911, C1921, FOR TPMS SENSOR---REPLACED 2 SENSORS--TEST DROVE LIGHT DID NOT COME BACK ON AT THIS TIME

****

Thank you for choosing Absolute Mitsubishi, we appreciate your business. You may receive a phone or mail survey soon. If you don't feel you can give us an excellent score, please let us know. Thank you, Tony Bates 972-270-2080

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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

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CUSTOMER #: 50486

104566

INVOICE

PAGE 1

Absolute Mitsubishi
16200 LBJ Freeway
Mesquite, TX 75150
Toll Free (866) 226-0042 · Fax (972) 388-2150

[redacted]
DALLAS, TX [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL:

SERVICE ADVISOR: 1441 Charlie Brown

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUE	12	MITSUBISHI LANCER	JA32U2FUXCU[redacted]		17720/17720	T1159

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
19JAN12 DD			20:00 08OCT12	[redacted]		CASH	09OCT12

R.O. OPENED	READY	OPTIONS:
08OCT12	09OCT12	STK:MCU[redacted] DLR:44218 ENG:2.0_DOHC_MIVEC

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A C/S TIRE LIGHT CAME BACK ON AFTER INSTALLING 2 SENSORS
38 WHEEL/TIRES HY (N/C)
1429 ISP
TECH LINE ADVISED US TO DRIVE CAR TO SEE IF CODES COME BACK---DROVE
CAR 88 MILES LIGHT NEVER CAME BACK ON. WAS TOLD TO DRIVE CAR WITHOUT
PHONE PLUGED INTO CAR
****

B COMPLEMENTARY 27 POINT INSPECTION
27P COMPLEMENTARY 27 POINT INSPECTION (N/C)
1429 ISP
****

Thank you for choosing Absolute Mitsubishi,
we appreciate your business. You may receive
a phone or mail survey soon, if you don't
feel you can give us an excellent score,
please let us know. Thank you, Tony Bates
972-279-2080

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER #: 50486

104620

INVOICE

Absolute Mitsubishi

16200 LBJ Freeway
Mesquite, TX 75150
Toll Free (866) 226-0042 · Fax (972) 388-2150

[redacted]
DALLAS, TX [redacted]
HOME: [redacted] CONT:N/A
BUS: [redacted] CELL:

PAGE 1

SERVICE ADVISOR: 1441 Charlie Brown

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE	12	MITSUBISHI LANCER	JA32U2FUXCU[redacted]		17976/17976	T1150

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
19JAN12 DD			20:00 12OCT12			CASH	15OCT12

R.O. OPENED	READY	OPTIONS: STK:MCU[redacted] DLR:44218 ENG:2.0_DOHC_MIVEC
11OCT12	15OCT12	

LINE OPCODE TECH TYPE HOURS | LIST | NET | TOTAL

A C/S TIRE LIGHT IS ON (N/C)
27 DRIVEABILITY
80038 ISP
DROVE CAR FOR 60 MILES AND THE LIGHT DID NOT COME BACK ON.
CASE#156361
****

B RENTAL CAR
CAUSE: F (N/C)
01 MAINTENANCE
99 ISP
****

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we appreciate your business. You may receive
a phone or mail survey soon, if you don't
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please let us know. Thank you, Tony Bates
972-270-2080

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GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

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1150

SERVICE ADVISOR **1150**

R. O.#


KEY

Allstate. You're in good hands.

PA. OFFICE

Allstate Indemnity Company Proof of Insurance

This Proof of Purchase is issued as a matter of information only and confers no rights upon the holder. This Proof of Purchase does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policies referenced herein.

888/648-7820

FILE #1 1-237-435-168

~~CASE~~ MNGR ~~MA~~ MARCUS 214

Name: [redacted]

Address: ROWLETT, TX [redacted]

Phone: [redacted]

Coverage Effective Date

07/22/2012 - 01/22/2013

Policy Number: [redacted]

Vehicle 1: 2012 MITSUBISHI LANCER - JA32U2FUXCU[redacted]	
Coverages	**Limits**
Bodily Injury	30,000/60,000
Property Damage	50,000
Collision	500
Comprehensive Coverage	100
Towing	40
Uninsured Motorist (May Or May Not Include Underinsured Depending Upon State)	30,000/60,000/50,000/250
Rental Reimbursement	
Personal Injury Protection Coverage	
Discounts Applied	
Multi-Car Discount	
Anti-Theft Discount	
Passive Restraint Discount	
Multiple Policy Discount	
Accident / Violation	
Anti-Lock Brake Discount	
Adult Operator Age And Mileage Discount	
Lienholder RESOURCE ONE CREDIT UNION ITS SUCCESSORS &/OR ASSIGNS	**Expiration Year** 2017

Resource One CREDIT UNION

Master Credit Application

Account Number - Applicant	Loan Application Number	Loan Number	Date
[redacted]	376505	144	1/13/2012

Amount Applied For: $20,000.00

Collateral Offered: 2012 MITSUBISH LANCER JA32U2FUXCU[redacted]

Purpose ______

Method of Payment C

Payment Frequency Monthly

1. **If You live in a community property state, are You:**

☐ Married ☐ Separated ☐ Unmarried (includes Single, Divorced and Widowed)

2. **Married applicants can apply for an individual loan.** Please indicate

☐ Individual Credit ☐ Joint Loan with Your Spouse

☐ Joint Loan with someone other than Your Spouse (Co-Applicant)

3. **Complete Spouse/Co-Applicant Information only if:**
   a. This is for a joint account with Your Spouse or other Co-Applicant
   b. Your Spouse will use Your Account.
   c. You are relying on Your Spouse's income to repay this credit.
   d. You live in a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, Wisconsin) or Puerto Rico.
4. **Definitions:**
   Whenever used in this application the words "You" and "Your" refer to the Applicant(s) or Spouse/Co-Applicant and the words "We", "Us" and "Our" refer to Resource One Credit Union.

APPLICANT

First Name / Middle Initial / Last Name	[redacted]
Social Security Number	[redacted]
Driver's License Number	[redacted]
State	TX
Birthdate	[redacted]
Home Telephone Number	[redacted]
No. Dep.	0
Age of Dependents	
Current Street Address	[redacted]
Months	
Own	☐
City	ROWLETT
State	TX
Zip	[redacted]
Former Street Address (If current address less that 3 yrs)	
Months	
Own	☐
City / State / Zip	

SPOUSE/CO-APPLICANT

First Name / Middle Initial / Last Name	
Social Security Number	
Driver's License Number	
State	
Birthdate	
Home Telephone Number	( )
No. Dep.	
Age of Dependents	
Current Street Address	
Months	
Own	☐
City / State / Zip	
Former Street Address (If current address less that 3 yrs)	
Months	
Own	☐
City / State / Zip	

EMPLOYMENT AND INCOME

	Applicant	Spouse/Co-Applicant
Current Employer	[redacted]	
Work Telephone Number	[redacted]	( )
Address		
Supervisor Name		
City / State / Zip		
Hire Date	5/1/1989	
Position	OWNER	
Monthly Gross Salary	[redacted]	
Former Employer		
Position		
Months		

OTHER INCOME

You need not list income from alimony, child support or separate maintenance unless You wish it considered for purposes of granting this credit.

	Applicant	Spouse/Co-Applicant
Type of other income		
Monthly		
Name		

SIGNATURES

Consumer Credit Applicants:
You warrant the truth of the above information and You realize that it will be relied upon by Us in deciding whether or not to grant the credit applied for. You hereby authorize Us, Our employees and agents to investigate and verify any information provided to Us by You including Your credit and employment history and obtaining credit reports. If this application is for any Feature Category contained in Our Credit Line Account Program, You agree and understand that if approved, You are contractually liable according to the applicable terms of the Credit Line Account Agreement and Truth-In-Lending Disclosure. You will receive a copy of that Agreement no later than the time of Your first credit advance and You promise to pay all amounts charged to Your Account according to its terms. If this is a joint application, You agree that such liability is joint and several.

Home Equity Applicants:
You have applied for the loan indicated in this application to be secured by a mortgage or deed of trust on the property described herein, and represent that the property will not be used for any illegal or restricted purpose, and that all statements made in this application are true and are made for the purpose of obtaining the loan. You authorize Us, Our employees and agents to investigate and verify any information provided to Us by You. The original or a copy of this application will be retained by Us, even if the loan is not granted. You intend to occupy the property as Your primary residence. You fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1014.

You hereby acknowledge Your intent to apply for joint credit ______ Applicant's Initials ______ Co-Applicant's Initials

APPLICANT'S SIGNATURE	DATE	SPOUSE/CO-APPLICANT SIGNATURE	DATE
[redacted]			

FOR CREDIT UNION USE ONLY. APPLICABLE TO HELOC LOANS

DATE RECEIVED ______ BY ______

Copyright Oak Tree Business Systems, Inc., 1996-2005. All Rights Reserved.

Resource One CREDIT UNION

LOAN AGREEMENT AND CONSUMER CREDIT DISCLOSURE STATEMENT ("Agreement")

You promise to pay the amount borrowed, plus interest, other permitted charges and fees to the order of RESOURCE ONE CREDIT UNION ("Lender") or assignee, according to the terms of this Agreement (including those set forth in the Federal Truth-in-Lending Disclosure Statement). Numbers, phrases or words preceded by a ☐ are applicable only if the ☐ is marked, e.g. ☒

In this Agreement the use of the words "Credit Union", "We", "Us", and "Our" mean RESOURCE ONE CREDIT UNION. The Borrower(s) and any Co-Signer(s) of the Agreement, individually and collectively, are sometimes referred to as "You" or "Your".

(e) means estimate, (n/a) means not applicable

Borrower(s)

[redacted]

ROWLETT, TX [redacted]

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost You.	AMOUNT FINANCED The amount of credit provided to You or on Your behalf.	TOTAL OF PAYMENTS The amount You will have paid after You have made all payments as scheduled.	DATE	ACCOUNT NUMBER [redacted] LOAN NUMBER
11.313 %	$ 6,382.80	$ 19,965.00	$ 26,347.80	1/13/2012	144

Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
59	$439.13	Monthly beginning 2/27/2012
1	$439.13	Due on 1/27/2017

You may obtain property insurance from anyone You want that is acceptable to the Credit Union.

☐ **Required Deposit:** The Annual Percentage Rate does not reflect Your required deposit.

Security: You are giving a security interest in:

Personal property (other than household goods and any dwelling) securing other loans with Us.

Your present and future shares or deposits in the Credit Union.

☐ The goods or property being purchased.

☐ Other ____________________

Prepayment: If You pay off early, You will not have to pay a penalty.

Late Charge: If Your payment is 10 or more days late, You will be charged 5.00% of the payment due.

Filing Fee $ ________ **Non Filing Insurance. $** ________

See Your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Simple Interest Rate of 11.250 **% per Annum.**

Itemization of Amount Financed of: $ 19,965.00

Amount Given to You Directly
$
$

Amount Paid on Your Account
$
$

Amount Paid on Your Loan(s)
$

Amount Paid to Others on Your Behalf:
Credit Insurance Company

$	$ 20,000.00	DEALER DRAFTS PAYABLE
$	$ 35.00	DOCUMENTATION FEE
$	$ 375.00	GAP PROTECTION
$	$	
$	$	
$	$	
$	$	
$	$	
$	$	
$	$	
$	$	
$	$	
$	$	
$	$	

Security Interest. To secure all obligations of Borrower(s) hereunder to the Credit Union, You give a security interest and lien in and upon the following property, including any and all accessions, related insurance proceeds or insurance premium refunds.

Year	Make	Model	V.I.N./Serial No.	Key/Lic. No.
2012	MITSUBISHI	LANCER	JA32U2FUXCU[redacted]	

Further provisions of this Agreement are set forth on the reverse side, and You agree to be bound by all of the provisions of this Agreement.

Signatures: You have signed this Agreement on 1/20/2012 and You acknowledge that You have read it, that You understand it, and that You have received a completely filled-in copy of it.

X [redacted]
Signature of Borrower

X ____________________
Signature of Borrower ☐ Owner of Collateral (other than Borrower)

X ____________________
Signature of Borrower

X ____________________
Witness

Co-Signer: You understand that You are fully liable to pay any amounts due under this Agreement. The Credit Union does not have to make any demand on any other person obligated under this Agreement, nor take any steps to repossess any collateral before demanding that You pay any amount. You have read this entire Agreement. You understand it, and You agree to be bound by all of the terms.

X ____________________
Signature of Co-Signer Date

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ADDITIONAL PROVISIONS OF AGREEMENT (continued from the reverse side)

1. **LIABILITY OF PARTIES.** Each person who signs this Agreement as a Borrower or Co-Signer agrees to be individually and jointly obligated to pay Your loan in accordance with the terms and conditions of this Agreement. Any person who signs this Agreement and checks the box preceding "Owner of Collateral (other than Borrower)" does so voluntarily and solely to give a security interest in the collateral shown in the Security Interest section on the reverse side, but is not personally liable for any indebtedness created by this Agreement.

2. **INTEREST.** Interest will be charged on the unpaid balance of Your loan at the Simple Interest Rate designated on the reverse side until Your balance is paid in full. Any payment may be made early without penalty, and any early payments will have the result of reducing the total amount of interest paid. Any payment made after the due date will have the result of increasing the total amount of interest paid.

   If applicable law is interpreted so that the interest or other charges collected or to be collected in connection with this loan would exceed permitted limits, any such charge shall be reduced by the amount necessary to reduce the total charge to the permitted limit, and any sums already collected which exceeded permitted limits, will be credited to the principal amount of Your loan or refunded at the discretion of the Credit Union.

3. **PAYMENTS.** Your payments are to be made according to the Payment Schedule on the reverse side. Payments will be applied first to any Late Charges owing then to any Finance Charges due then to the outstanding principal balance. Any partial prepayment of Your loan will not delay Your next scheduled due date. If, when You pay Your last scheduled payment, the amount You pay exceeds Your loan balance, then You give the Credit Union permission to deposit the excess to Your share account.

4. **COLLATERAL.** You grant the Credit Union a security interest or lien in or upon the collateral designated on the reverse side or in a separate document such as a Security Agreement, Assignment, Pledge, or similar document (the subject matter of such a security interest or lien is referred to as "Collateral" in this Agreement). Except for the Credit Union's security interest or lien, You warrant that the Collateral is owned free and clear from any adverse claim, security interest or encumbrance other than as now disclosed to the Credit Union. You further agree that without the express written consent of the Credit Union, no other liens, security interests or encumbrances will be allowed to attach to the Collateral, nor will the Collateral be removed for an extended period from the state where the Credit Union is located without the express written consent of the Credit Union. You agree to inform the Credit Union immediately if the Collateral is to be moved from Your address shown on the reverse side or from such other address at which You have informed the Credit Union the Collateral is now located. You promise that the Collateral shall not be sold or ownership otherwise transferred and at all times the Collateral shall be kept in good repair. You shall not use the Collateral for any unlawful purpose. You agree to give the Credit Union Your full cooperation to obtain everything that We require to place and/or maintain Our security interest in and/or lien on the Collateral. You agree that the Credit Union may examine and inspect the Collateral at any time wherever located and that all taxes or assessments on the Collateral shall be paid as they come due, and if not paid, the Credit Union may, but is not obligated to, pay them and shall be entitled to reimbursement or, alternatively, to add any amount so paid to the unpaid balance of Your loan subject to the applicable interest rate.

   Personal property given as Security under this Agreement (other than household goods and any dwelling) secures the repayment of all amounts You may owe Us now and in the future.

5. **LIEN ON SHARES.** If shares or deposits are pledged as security for this loan, You understand that the balance in Your account(s) on deposit with the Credit Union must be kept at least equal to the balance of Your loan until Your loan is repaid in full. We may, however, permit You to maintain or reduce Your account balances below Your loan balance. If You are in default, the Credit Union may apply all shares (except Keogh Accounts and IRA Accounts) then on deposit to Your loan up to an amount sufficient to repay Your loan.

6. **PROPERTY INSURANCE.** You promise to maintain property insurance in an amount necessary to protect Our security interest in the Collateral, with Us named as loss payee for Our protection. Such insurance shall protect against loss by fire, theft, and collision and will provide "all risks" hull insurance in the case of aircraft or boats and accessories thereto, if any. You may provide the required property insurance through an existing policy or by a policy You independently obtain and pay for from a person of Your own choosing, providing such person is reasonably acceptable to Us. You agree to deliver satisfactory evidence of the insurance policy to Us. If You do not get and keep this insurance We may, at Our sole option, obtain such insurance as We deem necessary and appropriate to protect Our interest. You agree to repay Us for the cost of such insurance. We may demand immediate payment from You of any such costs or We may add any and all such costs to Your loan, which You agree to repay together with interest at the rate then applicable to Your loan balance. If We add the cost of insurance to Your loan, You agree that at Our option We may increase the payments required under Your loan balance. We are, however, under no obligation to obtain such insurance on Your behalf. You grant Us the authority to obtain, adjust, settle or cancel insurance and to endorse any party's name on any draft.

   NOTICE.
   (A) the debtror is required to: (i) keep the Collateral insured against damage in the amount equal to the debtor's indebtedness to the creditor; (ii) purchase the insurance from an insurer that is authorized to do business in this state or an eligible surplus lines insurer; and (iii) name the creditor as the person to be paid under the policy in the event of a loss;

   (B) the debtor must, if required by the creditor, deliver to the creditor a copy of the policy and proof of the payment of premiums; and

   (C) if the debtor fails to meet any requirement listed in Paragraph (A) or (B), the creditor may obtain Collateral protection insurance on behalf of the debtor at the debtor's expense.

7. **DEFAULT.** Your loan shall be in default if any of the following things occur: (a) You do not make any payment or perform any obligation under this Agreement or any other agreement that You may have with the Credit Union; or (b) You have made a false or misleading statement in Your credit application and/or in any representations You make to the Credit Union while You owe money on this loan; or (c) You should die, or be involved in any insolvency, receivership or custodial proceeding brought by or against You; or (d) a judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with the Credit Union; or (e) the Credit Union should, in good faith, believe the Collateral or the ability to resort to the Collateral is or soon will be impaired, or Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

   Upon any occurrence of default, We may declare the entire balance of Your loan immediately due and payable, without prior notice or demand. If the entire balance is not then paid immediately upon default, the Collateral shall be voluntarily surrendered to the Credit Union at a time and place acceptable to Us. The Credit Union may sell or dispose of the Collateral in any manner permitted by law, and any resulting deficiency on Your loan shall be immediately paid to the Credit Union. In the event collection efforts are required to obtain payment on this account, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorney fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral. You waive any otherwise required notice of: presentment; demand; acceleration; and intent to accelerate. As permitted by law, the Credit Union shall have the right to impress and enforce a statutory lien upon the shares and dividends of any member indebted to it and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

8. **ASSUMABILITY.** Your loan is not assumable.

9. **DELAY IN ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.

10. **GOVERNING LAW.** You understand and agree that this Agreement will be governed by the laws of the State of Texas to the extent that such laws are neither pre-empted by nor inconsistent with controlling Federal law.

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Resource One CREDIT UNION

NOTIFICATION OF INSURANCE REQUIREMENT

The undersigned member(s) of Resource One Credit Union, hereby acknowledge(s) receipt of the following Notification of Insurance Requirement:

PROPERTY INSURANCE, TAXES AND FEES---You promise to pay all taxes and fees (like registration fees) due on the property and to keep the property insurance against loss and damage. The amount and coverage of the property insurance must be acceptable to the credit union. **THE CREDIT UNION CURRENTLY REQUIRES COVERAGE WITH A DEDUCTIBLE NOT GREATER THAN $1000.00.** You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to the credit union and to deliver the policy or proof of coverage to the credit union. If you cancel your insurance and get a refund, the credit union has a right to the refund. If the property is lost or damaged, the credit union can use the insurance settlement to repair the property or apply it towards what you owe. You authorize the credit union to endorse any draft or check which may be payable to you in order for the credit union to collect any refund or benefits due under your insurance policy.

The Credit Union must receive proof of comprehensive and collision insurance with Resource One Credit Union listed as lienholder, within 10 business days from the date of the loan. If you do not pay taxes, insurance or fees on the property when due the credit union may pay these obligations, but is not required to do so. Any money the credit union spends for taxes, insurance or fees will be added to the unpaid balance of the advance and you will pay interest on those amounts at the same rate you agreed to pay on the advance. If the credit union adds amounts for taxes, insurance or fees, to the unpaid balance of your advance, your payments may be increased by the amount necessary for the advance to be paid off in the same number of months originally scheduled.

It is your responsibility to insure your insurance agency records the lienholder as:

Resource One Credit Union
Insurance Service Center
P. O. Box 294707
Lewisville, Texas 75029 - 4707

DEFAULT---You will be in default if you break any promise you make under this agreement.

Insurance Co. **ALLSTATE**

Agent's Name

Agent's Phone # **800-255-7828**

[redacted]

Signature	Date	Signature	Date

Installment Sales Contract / Loan GAP Waiver Addendum - Election Form

Effective Date: 1/13/2012

Borrower/Debtor Name: [redacted]

Address: [redacted]

406an Officer:

City, State, Zip: ROWLETT, TX [redacted]

Loan Number: [redacted] 144

Lending Institution: Resource One Credit Union

Vehicle Year/Make/Model: 2012 MITSUBISHI LANCER

Vehicle ID Number (VIN): JA32U2FUXCU [redacted]

Amount Financed: 19,965.00

Installment Sales Contract/Loan Term: 60 Months

☒ YES, I ELECT THE GAP WAIVER.

I understand that the purchase of the GAP Waiver Addendum is voluntary and is not required by the Seller/Lender to obtain credit. I understand that this GAP Waiver Addendum is not an offer of insurance coverage. I may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. I understand that the GAP benefits may decrease over the term of this contract and that GAP is not a substitute for collision or property damage insurance. I understand that by purchasing the GAP Waiver Addendum for my loan or installment sales contract that the Seller/Lender waives*, in the event of a Constructive Total Loss or Unrecovered Theft, its contractual right to hold me liable for the GAP Amount, subject to the provisions and exclusions identified on the reverse side of this election form. I understand that should I decide I do not wish to retain this waiver, I can request cancellation at any time within 60 days from my loan inception date and that I will receive a full refund of the waiver cost. I understand that the Seller/Lender may retain all of the one-time fee, or pay a portion to a third party as a service fee, or for indemnification. I further understand the maximum term for this Addendum shall not exceed 84** months. I understand that I should carefully review all of the terms and conditions of this GAP Waiver Addendum prior to signing.

The one-time cost is $ 375.00 (full refund if cancelled within 60 days, nonrefundable after 60 days)

Signature: [redacted] Date:

Signature: Date:

*This Waiver **Does Not** include protection for:

- Any refundable additions to amount financed.
- Delinquent Payments > 60 days past due.
- Late charges, fees or principal amounts added after installment sales contract/loan inception.
- Primary Insurer's insurance deductible in excess of $1,000.
- Lender Deferred Payments > 1 per year up to a maximum of 2.
- Any portion of installment sales contract/loan that exceeds 150%† of MSRP (new) or NADA retail (used). All other Eligible Collateral shall not exceed 125% of MSRP or NADA retail.

† For any installment sales contracts/loans secured by multiple items of collateral, where one item is deemed the covered collateral, the maximum MSRP/NADA limit will be 100% for that covered collateral and protection for any amount that exceeds the limit is not included in this waiver; no coverage is extended to the other items securing the installment sales contract/loan.

** Terms for Travel Trailers, Motor Homes and Watercraft may extend up to 180 months, but only 84 months will be considered in the event of a claim.

☐ NO, I DO NOT ELECT THE GAP WAIVER.

In the event my vehicle is stolen or a total loss and my Primary Insurer pays less than the amount of my installment sales contract/loan, I understand I will be fully responsible for any deficiency balance.

Signature: Date:

Signature: Date:

GAP Administrator: HUB Financial Services | 265 E. Parkway Blvd. | Coppell, TX 75019 | 866.862-2896, Option 2

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DEFINITIONS

"We", "us", and "our" refer to the seller/lender; "you" and "your" means the borrower/debtor or buyer shown on the reverse side of this form.

For the purposes of this GAP Waiver Addendum, the following words are defined and their meanings will be as follows:

"Covered Collateral" is the collateral listed on page one of this GAP Waiver Addendum.

"Eligible Collateral" are identified as the following, being principally garaged in the United States and not used for commercial purposes:

- Private Passenger Vehicles with a loan balance not to exceed $100,000: four-wheeled passenger vehicles, vans, pickups, or light trucks not to exceed 1-ton load capacity. Vehicles used for construction, commercial trades, limousine, livery, or "shuttle" service are excluded.
- Miscellaneous Collateral with a loan balance not to exceed $50,000: any motorcycle, all-terrain vehicles (ATV), snowmobiles, or personal watercraft (PWC).
- Travel Trailers and Motor Homes with a loan balance not to exceed $100,000: conventional trailers and motor homes 12 to 35 feet in length, fifth-wheel travel trailers, folding camping trailers, or truck camper units.
- Watercraft with a loan balance not to exceed $100,000: boats from 7 to 50 feet in length; inboards, outboards, inflatables, jet drives, houseboats, sailboats, stern drives and trailers.

"GAP Amount" means the amount obtained by subtracting the Primary Insurance Settlement or, if uninsured, the Covered Collateral's Actual Cash Value, from the Unpaid Net Balance of the installment sales contract/loan. The GAP Amount waived shall not exceed $50,000 in total.

"Constructive Total Loss" means a loss where the cost to repair or replace the Covered Collateral would exceed the Actual Cash Value, as determined by the Primary Carrier, or designated appraiser or by Us if the Covered Collateral is not protected by a Primary Insurer.

"Unrecovered Theft" means the Covered Collateral has been reported as stolen by you to both the police and Primary Insurer, who have made every effort, yet have failed, to find and return the Covered Collateral.

"Actual Cash Value" means the amount determined by the Primary Insurer at the time of loss. However, if there is no Primary Insurer at the time of a loss, Actual Cash Value shall mean the retail value of the Covered Collateral using the National Automobile Dealer's Association (NADA) Official Used Car Guide with appropriate adjustments for mileage or optional equipment.

"Primary Insurer" means the insurance company that: 1) is used by you to provide physical damage insurance on the Covered Collateral for comprehensive and collision for an amount not less than its retail market value, or 2) provides liability coverage, for an amount not less than its retail market value, to any person who has caused the Covered Collateral to incur a Constructive Total Loss, and for which that person is legally liable.

"Primary Insurance Settlement" means the amount paid by the Primary Insurer to settle a Constructive Total Loss or Unrecovered Theft plus any amounts deducted by the Primary Insurer for: (1) the Primary Insurer deductible, (2) preexisting damage, and (3) salvage values retained by you.

"Unpaid Net Balance" means the amount owed by you, as of the date of loss, to clear the outstanding installment sales contract/loan upon the date of loss. This amount may not include unearned finance charges or interest; loan charges, late charges; Delinquent Payments; uncollected service charges; refundable prepaid taxes and fees; proceeds you may duly recover by canceling insurance coverages, service contracts or warranties; disposition fees, termination fees or penalty fees; other items built into or added to the initial installment sales contract/loan.

"Delinquent Payments" means any payment, as described in the installment sales contract/loan instrument, which remains unpaid for a period of more than sixty (60) days after the due date stated in the installment sales contract/loan instrument. Delinquent Payments will also include any late charges or interest that has accrued due to payments being past due. This definition does not include approved deferred payments for lender programs (i.e. "skip-a-payment", "payment holiday", etc.) which are covered separately, not to exceed one (1) payment per year, up to two (2) payments total.

INSTALLMENT SALES CONTRACT/LOAN GAP WAIVER ADDENDUM

In consideration for the payment of the cost shown on the reverse side of this form, we will waive the GAP Amount due to a Constructive Total Loss or an Unrecovered Theft to the collateral shown on the reverse side of this form "Covered Collateral". To the extent that a Primary Insurance deductible was subtracted from a Primary Insurance Settlement payment made by the Primary Insurer, we shall also waive such amount, subject to a maximum of $1,000, to the extent that a deficiency balance exists under the GAP Amount calculation.† If the Covered Collateral is not protected by insurance provided by a Primary Insurer, we will waive only the GAP Amount obtained by subtracting the Actual Cash Value of the Covered Collateral from the Unpaid Net Balance and you will remain responsible for the Actual Cash Value of the Covered Collateral.

For Private Passenger Vehicles we will not waive that portion of the Unpaid Net Balance attributable to the original installment sales contract/loan amount exceeding 150%† of the MSRP on new vehicles or 150%† of the NADA retail book value on used vehicles. For all other Eligible Collateral, our waiver amount will be based upon 125% of MSRP (new) or 125% of the NADA retail book value (used). If the amount financed exceeds the maximum finance amount limitations noted above, for the purpose of this GAP Waiver Addendum, we will calculate the Unpaid Net Balance by reamortizing the installment sales contract/loan/lease using the maximum finance amount allowed, the original term and actual rate of interest; with the Unpaid Net Balance being the reamortized balance for the monthly period that is equivalent to the number of months that have elapsed, and for which you have made full payments, between the origination date of the installment sales contract/loan and the date of loss. For purposes of reamortizing only, the Original Loan Amount shall not include the cancelable portion of any insurance coverages, extended service contracts or warranties financed within the installment sales contract/loan/lease.

Any installment sales contract/loan that does not have uniform monthly repayment terms for the full period of the agreement beginning with the origination date of the installment sales contract/loan, the unpaid net balance will be calculated by recalculating to convert the installment sales contract/loan to a uniform monthly repayment for the term of the agreement. The installment sales contract/loan will be reamortized using the balance at origination, the original term and actual rate of interest; with the unpaid net balance being the reamortized balance for the monthly period that is equivalent to the number of months that have elapsed between the origination date of the installment sales contract/loan and the date of loss. These include, but are not limited to, installment sales contract/loans commonly called annual payment loans, balloon loans, or look-like-a-lease loans.

This GAP Waiver Addendum may be canceled for a full refund within sixty (60) days of the Origination Date. However, in the event of a Constructive Total Loss or Unrecovered Theft of the collateral, the GAP Waiver Addendum fee will be deemed as fully earned and therefore, no refund will be due. No refunds will be due after sixty (60) days from the Origination Date. This GAP Waiver Addendum is not transferable if the installment sales contract/loan is refinanced.

EXCLUSIONS

This GAP Waiver Addendum does not apply when the loss is: (1) resulting directly or indirectly from forgery or any dishonest, fraudulent or criminal act by you; (2) caused intentionally by you; (3) to a vehicle with a 'salvage', 'reconstructed' or 'rebuilt' title; (4) on any installment sales contract/loan where the term exceeds 84 months**, or 180 months for Travel Trailers, Motor Homes, or Watercraft; (5) to a vehicle that is part of a fleet that is intended for use as a public or livery conveyance. This GAP Waiver Addendum does not apply for losses resulting from damage occurring prior to the date of loss. If this GAP Waiver Addendum has been issued on any installment sales contract/ loan that contains an exclusion, then the GAP Waiver will be declared void and the one-time cost fully refunded.

NOTICE OF LOSS

You must notify us within 90 days of receiving final settlement from the Primary Insurer or any third party insurance carrier and provide copies of the following: (a) original finance contract and all addenda thereto, (b) Primary Insurer's insurance settlement worksheet and check, (c) full payment history record, (d) police report in the case of an Unrecovered Theft. If primary insurance does not exist, you must notify us within 90 days of the date of loss.

You are reminded that this GAP Waiver is not an Insurance Policy

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