

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

New York – Motor Vehicle

NY-MV 11/14/2016

RETAIL INSTALMENT CONTRACT & SECURITY AGREEMENT

Seller Name and Address ELM CHEVROLET CO., INC. 301 E. CHURCH ST ELMIRA, NY 14901	Buyer(s) Name(s) and Address(es) [REDACTED] ELMIRA, NY [REDACTED]	Summary Account No. _____ Date <u>03/18/2019</u>
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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. <u>4.09000</u> %	The dollar amount the credit will cost you. \$ <u>3022.00</u>	The amount of credit provided to you or on your behalf. \$ <u>22079.00</u>	The amount you will have paid when you have made all scheduled payments. \$ <u>25101.00</u>	The total cost of your purchase on credit, including your down payment of \$ <u>3000.00</u> \$ <u>28101.00</u>

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due Monthly, Beginning:
<u>75</u>	\$ <u>334.68</u>	<u>MONTHLY, BEGINNING: 05/02/2019</u>
<u>NA</u>	\$ <u>NA</u>	<u>NA</u>
<u>NA</u>	\$ <u>NA</u>	<u>NA</u>

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

Late Charge. If a payment is more than 10 days late, you will be charged the lesser of 12% of the payment or \$60.00.

Prepayment. If you pay off 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 and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
<u>2017</u>	<u>CHEVROLET</u>	<u>VOLT</u>	<u>4DSD</u>	[REDACTED]	<u>32372</u>
<input type="checkbox"/> New <input type="checkbox"/> Used	Other:	<u>NA</u>			

Description of Trade-In

Year and Make	Description

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. sales tax of \$ <u>1829.00</u>)	\$ <u>21760.50</u>
b. Service Contract, paid to: <u>NA</u>	\$ <u>2931.00</u>
c. Service Contract, paid to: <u>NA</u>	\$ <u>NA</u>
d. Cash Price (a+b+c)	\$ <u>24691.50</u>
e. Trade-in allowance	\$ <u>NA</u>
f. Less: Amount owing, paid to (includes m): <u>NA</u>	\$ <u>NA</u>
g. Net trade-in (e-f; if negative, enter \$0 here and enter the amount on line m)	\$ <u>0.00</u>
h. Cash payment	\$ <u>3000.00</u>
i. Manufacturer's rebate	\$ <u>NA</u>
j. Other down payment (describe)	\$ <u>NA</u>

Sales Agreement

Payment. You promise to pay us the principal amount of \$ 22079.00 plus credit service charges accruing on the unpaid balance at the rate of 4.0900 % per year from the date of this Contract until maturity. Finance charges accrue on a 365 day basis. 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.

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*.

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 NA

Price \$ 2931.00

Coverage CNA

r. To: GAP:	DOCUMENTARY FEE	\$	30.00
s. To:	TIRE FEE	\$	75.00
t. To:	NA	\$	12.50
u. To:	NA	\$	NA
v. Total Other Charges/Amts Paid (n thru u)		\$	387.50
w. Prepaid Finance Charge		\$	NA
x. Amount Financed (I+m+v+w)		\$	22079.00

Insurance Disclosures

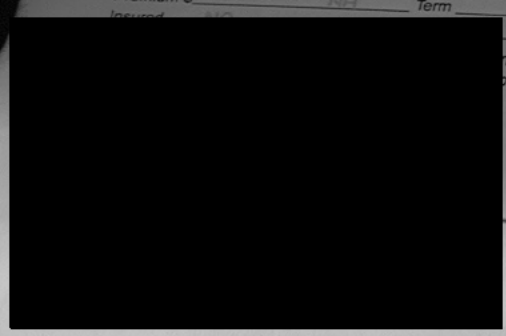
Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

Single Joint None
 Premium \$ NA Term NA
 Insured NA

Credit Disability

Single Joint None
 Premium \$ NA Term NA
 Insured NA



By: NA DOB NA
 By: NA DOB NA

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision and comprehensive coverage deductible may not exceed \$1,000.

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

Single-Interest Insurance/VSI. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ 90.00 for 75 MONTHS of coverage.

Gap Waiver or Gap Coverage
 Price NA
 Term NA
 Price NA

By: [Redacted]
 By: NA

Signature Notices

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

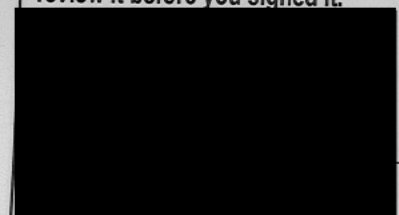
Signatures



By: NA Date NA
 By: NA Date NA

NOTICE TO THE BUYER. (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. (4) According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.



By: NA Date 03/18/2019
 By: NA Date NA
 By: [Redacted] Date 03/18/2019

k. Down Payment (g+h+i+j)	\$	3000.00
l. Unpaid balance of Cash Price (d-k)	\$	21691.50
m. Financed trade-in balance (see line g)	\$	NA
n. Paid to public officials, including filing fees	\$	210.00
o. Insurance premiums paid to insurance company(ies)*	\$	NA
p. To VSI: COMMUNITY BANK N.A.	\$	90.00
q. To GAP:	\$	NA
r. To: DOCUMENTARY FEE	\$	75.00
s. To: TIRE FEE	\$	12.50
t. To: NA	\$	NA
u. To: NA	\$	NA
v. Total Other Charges/Amts Paid (n thru u)	\$	387.50
w. Prepaid Finance Charge	\$	NA
x. Amount Financed (l+m+v+w)	\$	22079.00

*We may retain or receive a portion of this amount.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) 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 premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

Single Joint None

Premium \$ NA Term NA

Insured NA

Credit Disability

Single Joint None

Premium \$ NA Term NA

Insured NA

Your signature below means you want (only) the insurance coverage(s) quoted above. If [redacted] coverage we offered.

[redacted signature]

DOB

By: NA

DOB

NA

By: NA

DOB

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision and comprehensive coverage deductible may not exceed \$1,000.

Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

Single-Interest Insurance/VSI. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ 90.00 for 75 MONTHS of coverage.

Gap Waiver or Gap Coverage

Term NA

Price \$ NA

Coverage NA

NA

Term NA

Price \$ NA

Coverage NA

[redacted signature]

03/18/2019

Date

By:

Date

NA

By:

NA

Date

Signature Notices

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.

Signatures

Entire Agreement. Your signature agreement is contained in this Contract. There is no other agreement. Any change to this Contract must be in writing.

[redacted signature]

03/18/2019

Date

By:

Date

NA

By:

NA

Date

NOTICE TO THE BUYER. (1) Do not sign this agreement before you read it or if it contains any blank space. (2) You are entitled to a completely filled in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either: (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. (4) According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

[redacted signature]

03/18/2019

Date

NA

By:

Date

NA

By:

NA

Date

Se

[redacted signature]

03/18/2019

Date

By:

ELM CHEVROLET CO., INC.

Additional Terms of the Contract

Definitions. "Contract" refers to this Retail Instalment 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. "Property" means property described in the *Description of Property* and *Additional Protections* sections (if applicable).

Purchase of Property. You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Property except as noted in the *Description of Property* section.

General Terms. You have been given the opportunity to purchase the Property and described services for the Price of the Property or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

The Total Sale Price shown in the *Truth-In-Lending Disclosure* assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

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 we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other products and services that you buy through us or our affiliate. 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.

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.

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

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Returned Payment Charge. If you make any payment by check (or other negotiable instrument) required by this Contract that is returned or dishonored, you agree to pay a fee of \$20.00.

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

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, including a mobile telephone number that could result in charges to you.

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

- You fail to perform any obligation that you have undertaken in this Contract; or
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract; or

If you default you agree to pay our actual and reasonable expenses in retaking possession of the Property, subject to your right (as permitted by law) to cure a default after repossession, and get notice of such rights.

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

Remedies. If you are in default on this Contract, and after we wait any required period, we have all of the remedies provided by law and this Contract, subject to any right to cure that you may exercise. Those remedies include:

- After waiting any required period, 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.
- We may pay taxes, assessments, or other liens or make repairs to the Collateral if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn finance charges from the date we pay it at the rate described in the *Payment* section until paid in full.
- We may require you to make the Collateral available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Collateral by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- After any required waiting period we may sell the Collateral as the law permits and apply what we receive as provided by law for our actual and reasonable expenses and then toward your obligations.
- 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 Collateral, 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 Collateral securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Collateral has an electronic tracking device, you agree that we may use the device to find the Collateral.

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.

Notices

Note. If the primary use of the Collateral 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.**

If you are buying used Property: The information you see on the window form for this Property is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Assignment by Seller

Seller sells and assigns this Retail Instalment Contract and Security Agreement, (Contract), to the Assignee, its successors and assigns, including all its rights, title and interest in this Contract, and any guarantee executed in connection with this Contract. Seller gives Assignee full power, either in its own name or in Seller's name, to take all legal or other actions which Seller could have taken under this Contract.

Seller warrants:

- This Contract represents a sale by Seller to Buyer on a finance charge basis and not on a cash basis.
- The statements contained in this Contract are true and correct.
- The down payment was made by the Buyer except for the application of any manufacturer's rebate, no part of the down payment was loaned or paid to the Buyer by Seller or Seller's representatives.
- This sale was completed in accordance with all applicable federal and state laws and regulations.
- This Contract is valid and enforceable in accordance with its terms.
- The names and signatures on this Contract are not forged, fictitious or assumed, and are true and correct.
- This Contract is vested in the Seller free of all liens, is not subject to any claims or defenses of the Buyer, and may be sold or assigned by the Seller.
- A completely filled-in copy of this Contract was delivered to the Buyer at the time of execution.
- The Property has been delivered to the Buyer in good condition and has been accepted by Buyer.
- Seller has or will perfect a security interest in the Property in favor of the Assignee.

If any of these warranties is breached or untrue, Seller will, upon Assignee's demand, purchase this Contract from Assignee. The purchase shall be in cash in the amount of the unpaid balance (including finance charges) plus the costs and expenses of Assignee, including attorneys' fees.

Seller will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Seller.

Seller waives notice of the acceptance of this Assignment, notice of nonpayment or nonperformance and notice of any other remedies available to Assignee.

Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compromise or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under this Contract.

Unless otherwise indicated below, this Assignment is without recourse.

Full Recourse Assignment: Seller agrees, in addition to the warranties above, that in the event of default by Buyer in full payment on the due date thereof of any instalment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, upon demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract as of the date of such repurchase, including any earned Finance Charges then due.

Seller

Firm Name

By:

Date

Authorized Signature/Title

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 Collateral, 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 Collateral securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Collateral has an electronic tracking device, you agree that we may use the device to find the Collateral.

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 payments 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. You agree to sign any additional documents or provide us with any additional information we may require to keep or file our claim to the Collateral, as required by state or federal law, based upon the type of Collateral.

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

- If the Collateral is already titled or is to be titled, you guarantee that you are or will be the registered owner and our security interest shall appear as the only security on any certificate of title now or in the future issued.
- Our security interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Contract, or they are installed in or affixed to the Collateral.
- You will defend our interests in the Collateral against claims made by anyone else. You will keep our claim to the Collateral ahead of the claim of anyone else. You will not do anything to change our interest in the Collateral.
- You will keep the Collateral in your possession and in good condition and repair. You will use the Collateral for its intended and lawful purposes. You will not use the Collateral for hire, livery or lease.
- You agree not to remove the Collateral from the U.S. without our prior written consent.
- You will not attempt to sell the Collateral, transfer any rights in the Collateral, or grant another lien on the Collateral without our prior written consent.
- You will pay all taxes and assessments on the Collateral as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Collateral.
- You will provide us reasonable access to the Collateral 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 Collateral protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Property Insurance* section, or as we will otherwise require. 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 Collateral. In the event of loss or damage to the Collateral, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Collateral. 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 Collateral. 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 may add the premium for this insurance to the amount you owe us. This amount will earn finance charges from the date paid at the contract rate described in the *Payment and/or Promise to Pay and Payment Terms* section until paid in full.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Collateral 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 Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements. If you choose to purchase a Gap Waiver or Gap Coverage product as indicated in the *Additional Protections* section, then the separate Gap Waiver or Gap Coverage product agreement will become a part of this Contract.