

**RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)**

DEAL [REDACTED]

Dealer Number [REDACTED] Contract Number [REDACTED] R.O.S. Number [REDACTED] Stock Number [REDACTED]

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

Buyer Name and Address [REDACTED]	Co-Buyer Name and Address [REDACTED]	Seller-Creditor (Name and Address) MOMENTUM CHEVROLET 3640 STEVENS CREEK BLVD SAN JOSE, CA 95117
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Buyer and Co-Buyer, if any, may buy the vehicle described herein by signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2014	Chevrolet Volt	7	[REDACTED]	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00%	\$ 0.00(e)	\$ 39894.93	\$ 39894.9(e)	\$ 2500.00 is \$ 42394.9(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	N/A	N/A
One Payment of	N/A	N/A
One Payment of	N/A	N/A
1	39894.93	Monthly beginning 11/22/2015
N/A	N/A	N/A
One final payment		N/A

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 38625.00 (A)
1. Cash Price Vehicle	\$ 38625.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe	\$ N/A
Describe	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 80.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid)	\$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid)	\$ N/A (H)
I. EV Charging Station (to whom paid)	\$ N/A (I)
J. Sales Tax (on taxable items in A through I)	\$ 3289.93 (J)
K. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid)	\$ 29.00 (K)
L. (Optional) Service Contract (to whom paid)	\$ N/A (L)
M. (Optional) Service Contract (to whom paid)	\$ N/A (M)
N. (Optional) Service Contract (to whom paid)	\$ N/A (N)
O. (Optional) Service Contract (to whom paid)	\$ N/A (O)
P. (Optional) Service Contract (to whom paid)	\$ N/A (P)
Q. Prior Credit or Lease Balance paid by Seller to	\$ N/A (Q)
(see downpayment and trade-in calculation)	
R. (Optional) Gap Contract (to whom paid)	\$ N/A (R)
S. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (S)
T. Other (to whom paid)	\$ N/A (T)
For	\$ N/A
Total Cash Price (A through T)	\$ 42023.97 (f)

2. Amounts Paid to Public Officials

A. Vehicle License Fees	\$ 252.00 (A)
B. Registration/Transfer/Titling Fees	\$ 112.00 (B)
C. California Tire Fees	\$ 7.00 (C)
D. Other	\$ N/A (D)
Total Official Fees (A through D)	\$ 371.00 (2)

3. Amount Paid to Insurance Companies

(Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 42394.9 (5)

6. Total Downpayment

A. Agreed Trade-In Value	Yr N/A Make N/A	\$ N/A (A)
Model	N/A	
VIN	N/A	
B. Less Prior Credit or Lease Balance (e)		\$ N/A (B)
C. Net Trade-In (A less B) (indicate if a negative number)		\$ N/A (C)
D. Deferred Downpayment		\$ N/A (D)
E. Manufacturer's Rebate		\$ 2000.00 (E)
F. Other		\$ N/A (F)
G. Cash		\$ 500.00 (G)
Total Downpayment (C through G)		\$ 2500.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 10 above)

7. Amount Financed (5 less 6) \$ 39894.97 (7)

Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	\$ N/A
Credit Disability	N/A Mos.	N/A	\$ N/A
Total Credit Insurance Premiums			\$ N/A (b)

Insurance Company Name _____

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).

You want to buy the credit insurance.

Date Buyer Signature _____ Age _____

Date Co-Buyer Signature _____ Age _____

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1R of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A

Name of Gap Contract _____

I want to buy a gap contract.

Buyer Signs X

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1L, 1M, 1N, 1O, and/or 1P.

1L Company	N/A	Term N/A Mos. or N/A Miles
1M Company	N/A	Term N/A Mos. or N/A Miles
1N Company	N/A	Term N/A Mos. or N/A Miles
1O Company	N/A	Term N/A Mos. or N/A Miles
1P Company	N/A	Term N/A Mos. or N/A Miles

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1Q above)
7. Amount Financed (5 less 6) \$ 39894.92 (7)

term _____ Miles
Buyer X _____

SELLER ASSISTED LOAN
BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.
Proceeds of Loan From: _____ N/A
Amount \$ _____ N/A Finance Charge \$ _____ N/A
Total \$ _____ N/A Payable in _____ N/A
installments of \$ _____ N/A \$ _____ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
 Name of autobroker receiving fee, if applicable:

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us related to this contract. Any change to this contract must be in writing and signed by both parties.
Buyer Signs _____
Co-Buyer Signs _____

_____ of the Seller's _____
_____ X _____

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration. All information concerning this contract is confidential.
Buyer Signs _____
Co-Buyer Signs _____

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
_____ OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
_____ THESE PUBLIC LI...
X _____

_____ or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.
Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X _____ N/A Co-Buyer Signature X _____ N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, you may request a change in the terms of this contract. Unless you agree in writing to the change, you do not have to agree to any change, and it is an offer.
Buyer Sign _____ Co-Buyer Sign _____

The Ar... with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway vehicle.
_____ vehicle contract cancellation option agreement _____

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COPY OF THIS CONTRACT WHEN YOU SIGNED IT.

Buyer Signature _____ 11/22/15 Co-Buyer Signature X _____ 11/22/15
Co-Buyers and Other Owners are responsible for paying the entire debt. An other owner who signs this contract is responsible for the vehicle but does not have to pay for it.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security interest in the vehicle; (4) pay the total amount owing; or (5) otherwise reach a settlement with us. Each Guarantor acknowledges receipt of this contract and agrees to these terms at the time of signing.
Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, and notice of any amount owing at any time, and of any demands upon the Buyer.
Guarantor X _____ Date 11/22/15
Address _____ Date 11/22/15

Seller Signs **MOMENTUM CHEVROLET** Date 11/22/15