

This copy was created by eOriginal SmartSign® Web on May 07, 2021 06:53:41 PM EDT.

CALIFORNIA RETAIL INSTALLMENT CONTRACT

Contract Number [REDACTED]
Date of Contract 05/07/2021

Meaning of Some Words in this Contract, the words "you" and "your" mean anyone signing this Contract as a Buyer or Co-Buyer. The words "use", "in", and "year" mean the Seller or anyone to whom the Seller transfers its rights under this Contract. You understand that you may buy the Vehicle described below for cash or credit. By signing this Contract, you choose to buy the Vehicle on credit under the terms and conditions on all pages of this Contract. If there is a Buyer and a Co-Buyer, you are each individually liable to us for any amount due under this Contract.

Seller (Creditor) CarMax Auto Superstores California, LLC 1131 CENTRAL AVENUE DUARTE, CA 91010

[REDACTED] DUARTE, CA [REDACTED]

Co-Buyer N/A N/A N/A

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate <u>3.70 %</u>	FINANCE CHARGE The dollar amount the credit will cost you. <u>\$ 1,455.33</u>	Amount Financed The amount of credit provided to you or on your behalf. <u>\$ 13,420.41</u>	Total of Payments The amount you will have paid after you have made all payments as scheduled. <u>\$ 14,875.74</u>	Total Sale Price The total cost of your purchase on credit, including your downpayment of <u>\$ 8,000.00</u> <u>\$ 22,875.74</u>
--	--	--	---	--

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When payments are Due
<u>66</u>	<u>\$ 225.39</u>	Monthly, beginning <u>06/21/2021</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Security: You are giving a security interest in the motor vehicle being purchased.

Late Charge: If a payment is late more than 10 days, you will be charged 5% of the unpaid amount of the installment.

Prepayment: If you pay amounts owed under this Contract early, you will not have to pay a penalty.

See the back of this Contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Description of the Vehicle You Are Purchasing:

Use of Property: Personal Commercial Agricultural

2017 CHEVROLET VOLT
Year Make Model Vehicle Identification Number

Description of Vehicle You Sold to Creditor as a "Trade-In"

2013 LEXUS CT 200H
Year Make Model Vehicle Identification Number

Optional GAP Waiver Agreement (GAP Contract). A GAP contract is a debt continuation agreement. It is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. The charge for a GAP contract is in Item A.12. Your GAP contract is a part of this Contract. See your GAP contract for details on the protection it provides.
Term N/A (in months)
I want the optional GAP contract.
Buyer Signs N/A

YOUR PROMISE TO PAY

You agree to pay us the Amount Financed and Finance Charge provided for in this Contract according to the Payment Schedule above. This is a simple finance charge contract. This means we will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. The Finance Charge, Total of Payments, and Total Sale Price shown above are based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Also, if you pay late it is likely that your final payment will be larger than originally scheduled. You must make your payments to the Seller at the address shown above. If this Contract is transferred, you agree to make your payments to the subsequent holder of this Contract (Assignee) at the address provided by the Assignee or Seller.

SECURITY AGREEMENT: You give us a security interest in the Vehicle, any proceeds received for the Vehicle and any accessories, equipment, and replacement parts installed on the Vehicle. You also give us a security interest in any insurance, service, or other contracts we finance for you and all proceeds from any insurance, service, or other contracts on the Vehicle. Including refunds of premiums or charges from the contracts we finance for you. The security interest you are giving us secures all amounts owed by you under this Contract and all the other agreements you have made in this Contract.

STATEMENT OF INSURANCE

PROPERTY INSURANCE: YOU ARE REQUIRED TO OBTAIN AND MAINTAIN INSURANCE ON THE COLLATERAL, ENDORSED TO PROTECT CREDITOR AS LOSS-PAYEE, BUT YOU MAY OBTAIN THE INSURANCE FROM ANY AGENT AND INSURANCE COMPANY YOU CHOOSE.

NOTICE: No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.

TITLE HOLDER OR COLLATERAL CarMax Business Services, LLC

REGISTRAR [REDACTED]

PHYSICAL DAMAGE COVERAGE

Comprehensive \$500.00 Collision \$500.00

Coverage as shown above and understand and agree that this is required by the Insurance Requirements section on page 3 of this Contract.

YOU AGREE THAT YOU VOLUNTARILY SELECTED THE ABOVE INSURANCE AGENT, BROKER OR COMPANY AND THAT SUCH CHOICE WAS NOT MADE A CONDITION PRECEDENT TO THE EXTENSION OF CREDIT UNDER THIS CONTRACT.

BUYER: [REDACTED]
CO-BUYER: [REDACTED]
SELLER: [REDACTED]

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

BROKER FEE DISCLOSURE

If this Contract is for the sale of a new Vehicle, then this Contract:

- is not subject to an autobroker fee
- is subject to a fee received by the following autobroker:
N/A

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.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDI

[REDACTED] N/A

This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 1. By initialing below you represent that you have read and agree to all provisions.

Buyer's Initials [REDACTED] Co-Buyer's Initials N/A

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, the Seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice to do so.

N/A
Co-Buyer's Signature

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.

YOU ACKNOWLEDGE RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND ANY OTHER DOCUMENTS THAT YOU SIGNED DURING CONTRACT NEGOTIATIONS AT THE TIME OF SIGNING.

Waiver of Confidentiality

By signing below, you agree to waive your right under California Vehicle Code § 1808.21 to keep confidential your resident address as maintained in the records of the California Department of Motor Vehicles. This waiver will apply only to a financial institution licensed by the state or federal government to do business that acquires an interest in this Contract.

N/A
Co-Buyer's Signature

THE PROVISIONS ON PAGE 4 ARE PART OF THIS CONTRACT

Agreement to Arbitrate

By signing below you represent that you have read and agree to Arbitration Clause 4.

N/A
Co-Buyer's Initials

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 2-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 motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

The following notice applies only to purchases primarily for personal, family, or household purposes.

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 AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ITEMIZATION OF AMOUNT FINANCED	
A. CASH PRICE	
1. Cash Price of Vehicle	\$ 16,998.00
2. Cash Price of Accessories Not Itemized Separately	\$ 0.00
3. CarMax Document Processing Charge (Not a Government Fee)	\$ 85.00
4. Pollution Control Certification Fee Paid To Seller	\$ 50.00
5. Theft Deterrent Device	\$ 0.00
6. Theft Deterrent Device	\$ 0.00
7. Surface Protection Product	\$ 0.00
8. Sales Tax	\$ 1,756.16
9. Electronic Vehicle Registration or Transfer Charge (Not a Government Fee) To AVRS	\$ 29.00
10. Optional Extended Service Contract* To Motor Warranty Services of North America	\$ 2,479.00
11. To N/A For Prior Credit or Lease Balance (See Down Payment and Trade-In Calculation)	\$ 0.00
12. Optional GAP Waiver Agreement	\$ 0.00
13. Vehicle Contract Cancellation Option Agreement	\$ No Charge
14. Total Cash Sale Price (Sum of A(1) through A(13))	\$ 21,397.16
B. AMOUNTS PAID TO PUBLIC OFFICIALS	
1. Vehicle License Fees	\$ 0.00
2. County	\$ 0.00
3. Registration, Transfer and Tinting Fees	\$ 15.00
4. California Title Fees*	\$ 0.00
5. Other Official Fees: <input type="checkbox"/>	\$ 0.00
6. Total Amount Paid to Public Officials (Sum of B(1) through B(5))	\$ 15.00
C. POLLUTION CONTROL CERTIFICATE OR EXEMPTION FEE PAID TO STATE	
	\$ 8.25
D. SUBTOTAL [A(14) + B(6) + C]	
	\$ 21,420.41
E. DOWN PAYMENT	
Trade-In	
a. Agreed Value of "Trade-In"	\$ 4,500.00
b. Proceeds from "Trade-In" Retained by Buyer	\$ 0.00
c. Prior Credit or Lease Balance	\$ 0.00
2. Net Value of "Trade-In" [(a) - 1(b) - 1(c)] (If 1(c) exceeds 1(a) a negative number will appear.)	\$ 4,500.00
3. Manufacturer's Rebate	\$ 0.00
4. Cash Down Payment	\$ 3,500.00
5. Other: N/A	\$ 0.00
6. Total Down Payment (If the total down payment is a negative number, a zero will appear and the amount still owed will appear in A(11).)	\$ 8,000.00
F. AMOUNT FINANCED [D - E(6)]	
	\$ 13,420.41

* Seller may retain a portion of amount.

Seller Assisted Loan

If the Seller assisted you in obtaining a loan to pay for a part of the down payment or purchase price of the vehicle, you will be obligated to repay the loan, and the installment payments under this Contract.

Amount of Loan \$ N/A Finance Charge \$ N/A

Total \$ N/A repayable in N/A installments of \$ N/A. You may be required to pledge security for the loan.

ELECTRONIC DISCLOSURE

If checked, you agree to use electronic records and electronic signatures to document this Contract. Your electronic signatures on electronic records will have the same effect as signatures on paper documents. We may designate one authoritative copy of this Contract. If we do, the authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper. If you agree to use electronic records and electronic signatures, we will comply with all applicable federal, state and local laws and regulations.

Buyer _____ Date 05/07/2021 Co-Buyer _____ N/A _____ Date _____
Seller CarMax Auto Superstores California, LLC By _____ Date 05/07/2021
(Firm Name)

Assignment

Seller hereby sells, assigns and transfers to CarMax Business Services, LLC ("Assignee") this Contract, all obligations of Buyer and Co-Buyer hereunder, all rights, powers and privileges herein given to Seller and all right, title and interest of Seller in and to the property securing this Contract. If on the date of this assignment there is in effect a Dealer Agreement between Seller and Assignee pertaining to the sale of contracts to Assignee by Seller, the sale and assignment of this Contract to Assignee is made subject to all of the terms and conditions of that Dealer Agreement.

Title Business Office Associate Date 05/07/2021
_____ Date _____

This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 2. By initialing below you represent that you have read and agree to all provisions on all pages.

Buyer's Initials _____ Co-Buyer's Initials _____ N/A _____