



JOHNSON AUTO PLAZA, INC
12410 E 136TH AVE
BRIGHTON, CO 80601



RETAIL PURCHASE AGREEMENT

Deal Number: [REDACTED]
 Purchaser's Name(s): [REDACTED] Date: 07/20/2023
 Address: [REDACTED] LIVERMORE, CA [REDACTED] County: _____
 Telephone (1): [REDACTED] Telephone (2): _____ DOB: //
 E-mail: _____ D.L./State I.D.#: _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2021	MAKE GMC	MODEL YUKON	COLOR RED	STOCK NO [REDACTED]
VIN/SERIAL NO [REDACTED]		ODOMETER READING <input type="checkbox"/> Not Accurate 31530	SALESPERSON MATTHEW CLYKER	
THE VEHICLE IS: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	72889.00
We are selling this Vehicle to you AS-IS. We expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Vea el dorso.</u> <input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			SHIPPING	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
			N/A	N/A
TRADE-IN VEHICLE INFORMATION				
Year:	Make:	Model:	Color:	
VIN/Serial No:		Odometer Reading: <input type="checkbox"/> Not Accurate		
Trade-In Allowance: N/A		Balance Owed & Lienholder:		
*The Deposit/Down Payment received from you is <u>not refundable</u> except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.			TITLE & FILING	
X _____ X _____ N/A			STATE TAX	
			7660.65	
			N/A	
			N/A	
EMISSIONS INSPECTION DISCLOSURE			DOC FEE	
Pursuant to Colorado Law Vehicles more than seven (7) model years old must pass an Emissions Inspection. Unless the box below is marked, this Vehicle has been inspected and you will receive a Certificate of Emissions Control at the time of delivery of the Vehicle.			599.00	
<input type="checkbox"/> If this box is marked, we are providing you with a voucher to have an Emissions Inspection performed on this Vehicle. You have three (3) business days (beginning the day after you take possession of the Vehicle) to have the inspection performed and to return the Vehicle to us if it fails to pass the inspection. If you return the Vehicle to us, we may elect to either make or pay for all necessary repairs or return your payments to you.			TOTAL DUE	
			82425.85	
			LESS DEPOSIT/DOWN PAYMENT*	
			11250.00	
			LESS REBATE:	
			N/A	
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			LESS CASH DUE AT DELIVERY (See Paragraph 8)	
PLEASE SEE THE DISCLOSURES REQUIRED AS PART OF A MOTOR VEHICLE/POWERSPORTS VEHICLE SALE			AMOUNT TO BE FINANCED (See Paragraphs 11 and 15)	
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT			71175.85	
**DELIVERY & HANDLING FEE: This charge represents costs and additional profit to the Dealership.				

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS/DOES NOT HAVE (strike words not applicable) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103 (2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

This document and the terms and conditions of the Agreement incorporated herein comprise the entire agreement between the parties. The same has been made or entered into, and the terms and conditions of the Agreement are hereby acknowledged above my signature. I further acknowledge that this Agreement will not become binding until signed and accepted by both parties. I am the representative of the

Purchaser: [REDACTED] Accepted by Authorized Dealer: [REDACTED]

LAW 553-CO-ARB-ea 9/20

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

Buyer Name and Address (Including County and Zip Code) [REDACTED] LIVERMORE, CA ALAMEDA, [REDACTED]	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) JOHNSON AUTO PLAZA INC 12410 E 136TH AVE BRIGHTON, CO 80601
--	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in 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	Vehicle Identification Number	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below
USED	2021	GMC YUKON	[REDACTED]	<input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
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.	Total Sale Price The total cost of your purchase on credit, including your down payment of
9.71 %	\$ 24,427.40	\$ 71,175.85	\$ 95,603.25	\$ 11,250.00 is \$ 106,853.25

Returned Check Charge: If the Amount Financed is \$75,000 or less, you agree to pay a charge of \$ 25.00 if any check you give us is dishonored or any electronic payment is returned unpaid. If the Amount Financed is more than \$75,000 or the vehicle is purchased primarily for business or agricultural use, you agree to pay a charge of \$ 20.00 if any check you give us is dishonored or any electronic payment is returned unpaid.

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	\$ 1,274.71	Monthly beginning 09/03/2023
One Final Payment Of	\$ N/A	On N/A
N/A		

SELLER'S RIGHT TO CANCEL - If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on page 4 of this contract, which gives the Seller the right to cancel within N/A days, will apply.

Late charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$15.00.
Prepayment. If you pay early, you will not have to pay a penalty.
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 and security interest.

X N/A
Buyer Signs

X N/A
Co-Buyer Signs

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.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

If this transaction contains a fee or premium for guaranteed automobile protection, all holders and assignees of this consumer credit contract are subject to all claims and defenses which the Buyer could assert against the original creditor resulting from the Buyer's purchase of guaranteed automobile protection.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 6 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs [REDACTED] Co-Buyer Signs X N/A

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ N/A delivery and handling charge and \$ 7,660.65 sales tax) \$ 80,549.65 (1)

2 Total Downpayment =
 Trade-In N/A (Year) (Make) (Model)
 Gross Trade-In Allowance \$ N/A
 Less Pay Off Made By Seller to N/A \$ N/A
 Equals Net Trade In \$ N/A
 + Cash \$ 11,250.00
 + Other N/A \$ N/A
 + Other N/A \$ N/A
 + Other N/A \$ N/A
 (If total downpayment is negative, enter "0" and see 41 below) \$ 11,250.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 69,299.65 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
 Life \$ N/A
 Disability \$ N/A \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional GAP Agreement \$ N/A

E Official Fees Paid to Government Agencies
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A

F Government Taxes Not Included in Cash Price
 State of CO \$ N/A

G Government License and/or Registration Fees
N/A \$ N/A
N/A \$ 27.20

H Government Certificate of Title Fees \$ 27.20

I Other Charges (Seller must identify who is paid and describe purpose)
 to N/A for Prior Credit or Lease Balance \$ N/A
 to DEALER for SHIPPING FEE \$ 1,250.00
 to DEALER for DOCUMENTATION FEE \$ 599.00
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 to N/A for N/A \$ N/A
 Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1,876.20 (4)

5 Amount Financed (3 + 4) \$ 71,175.85 (5)

†The delivery and handling charge represents costs and profit to the Seller/Creditor.

OPTION: You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.
 If a payment is not received in full within N/A days after it is due, you will pay a late charge of \$ N/A or N/A % of the part of the payment that is late, whichever is less.
 If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked on page 5 of this contract.
 If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:
Optional Credit Insurance
 Credit Life: Buyer Co-Buyer Both
 Credit Disability: Buyer Co-Buyer Both
 Premium:
 Credit Life \$ N/A
 Credit Disability \$ N/A
 Insurance Company Name N/A
N/A
 Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance 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. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. 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 below.

Other Optional Insurance
 N/A N/A
 Type of Insurance Term
 Premium \$ N/A
 Insurance Company Name N/A
N/A
 Home Office Address N/A
N/A
 N/A N/A
 Type of Insurance Term
 Premium \$ N/A
 Insurance Company Name N/A
N/A
 Home Office Address N/A
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
 I want the optional credit insurance and the other insurance checked above.

N/A N/A
 Buyer Signature Date
 N/A N/A
 Co-Buyer Signature Date

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS/SEES/DOES NOT HAVE (strike words not applicable) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103(2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose, as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract 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. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is a scheduled payment that is more than twice as large as the average of all your other regularly scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you meet our normal credit standards, and we are in the business of extending credit, you have the right to refinance the balloon payment when due without penalty at our prevailing rates. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

e. What happens to returned insurance, maintenance, service, or other contract charges.

If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information during credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fees and court costs the law permits. The maximum attorney's fee you will pay will be 15% of the amount you owe, unless a court awards an additional amount. You will also pay any collection costs directed by the court.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may only take the vehicle if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

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

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

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of Colorado apply to this contract.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown in this contract, and assign this contract to a financial institution. You agree that Seller has the number of days stated on page 1 of this contract to assign this contract. You agree that if Seller is unable to assign this contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract.
- b. If Seller elects to cancel per Paragraph a above, Seller will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new contract with different financing terms (for example, a larger down payment, a higher annual percentage rate, a required cosigner, etc.) or you may pay with alternate funds arranged by you.
- c. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give you back all consideration Seller has received in accordance with the terms of the Retail Purchase Agreement or Buyers Order.
- d. If you do not immediately return the vehicle, Seller may use any legal means to take it back (including repossession) and you will be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- e. While the vehicle is in your possession, all terms of this contract, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession.
- f. The terms of this Seller's right to cancel survive Seller's cancellation of this contract.

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Optional Guaranteed Automobile Protection (GAP) Agreement. A GAP agreement is not required to obtain credit or any particular or favorable credit terms. Neither will be provided unless you sign and agree to pay the extra charge. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. Gap protection benefits may decrease over the term of this contract. You may cancel gap protection for any or no reason within 30 days after you purchased it and receive a full refund of the gap protection fee or premium as long as no loss or event covered by gap protection has occurred. Gap protection is not a substitute for collision or property damage insurance. If you choose to buy a GAP agreement, the charge is shown below and in Item 4D of the Itemization of Amount Financed.

Charge \$ N/A Term: N/A N/A
 (Name of GAP Agreement)

I want the GAP agreement.

<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>	<input checked="" type="checkbox"/> <u>N/A</u>	<u>N/A</u>
Buyer Signature	Date	Co-Buyer Signature	Date

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

Non-Authenticative Copy

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association (www.adr.org) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs [Redacted] Co-Buyer Signs N/A
 If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
 See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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 all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs [Redacted] Date July 20, 2023 Co-Buyer Signs N/A Date N/A

Buyer Printed Name [Redacted] Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here N/A Address N/A

Seller signs JOHNSON AUTO PLAZA INC Date July 20, 2023 By [Redacted] Title manager

Seller assigns its interest in this contract to STELLANTIS FINANCIAL SERVICES, INC. (Assignee), located at 5757 WOODWAY DR, SUITE 400, HOUSTON, TX 77057
 N/A (Address of Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse
 Seller JOHNSON AUTO PLAZA INC
 By [Redacted] Title manager

JOHNSON AUTO PLAZA, INC
12410 E 136TH AVE
BRIGHTON, CO 80601
303-654-1940

DEALER
CUSTOMER

WE OWE - DELIVERY CONFIRMATION

Customer Name(s) _____

Street Address: _____ LIVERMORE CA _____

Home Telephone: _____ Work Telephone: _____

Vehicle Description: 2021 GMC YUKON _____
Year Make Model Vehicle Identification Number (VIN)

Our Dealership has prepared this Delivery Confirmation to ensure your satisfaction with the vehicle and to make sure there are no misunderstandings between us with respect to the transaction. Representatives of this Dealership are not authorized to make any oral promises to you. If our Dealership has agreed to provide any goods and/or services with respect to the vehicle that have not been received at the time of delivery of the vehicle, those items must be listed below.

DEALER OBLIGATIONS

I HAVE RECEIVED ALL OF THE PRODUCTS AND SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION AT THE TIME OF DELIVERY.

AS OF THE TIME OF DELIVERY, I HAVE YET TO RECEIVE THE FOLLOWING PRODUCTS AND/OR SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION:

N/A

N/A

N/A

N/A

N/A

Initials: _____

CUSTOMER OBLIGATIONS

N/A

N/A

N/A

N/A

N/A

N/A

N/A

N/A

Initials: _____

By signing below, you are acknowledging that you had the opportunity to inspect the vehicle and found it free from any reasonably discoverable defects. You are also agreeing that you had the opportunity to review the entire transaction, that the Dealership has satisfactorily addressed any questions or concerns you had, and that nothing has been promised to you that has not been put into writing. If anything is listed above, please call the Dealership in advance to schedule a time to receive the products and/or services listed. This Delivery Confirmation Form is hereby incorporated by reference into the Retail Purchase/Retail Lease Agreement for this transaction.

I hereby accept this Delivery Confirmation with the understanding that it is valid for only thirty (30) days from the date of service appointment with the service department before the above work can be

Customer Date 07/20/2023

Dealership Representative Date 07/20/2023

N/A
Customer Date

DealerCAP

53032*1*JAP-FI
CATALOG #8363712

© 2015 CDK Global, LLC (01/16)