

Dealer Number _____ Contract Number _____ R.O.S. Number _____ Stock Number 7190741
 DATE: 07/23/2019 CONTROL # _____ Salesperson: RANDY HANSLIK

Buyer Name and Address (Including County and Zip Code) <u>SAN DIEGO, CA</u>	Co-Buyer Name and Address (Including County and Zip Code) <u>ESCONDIDO, CA</u>	Seller-Creditor (Name and Address) <u>NORTH COUNTY BUICK CADILLAC 1515 AUTO PARK WAY SOUTH ESCONDIDO, CA 92029</u>
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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 agreement 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	2019	GMC 1500 CREW 4WD	449	[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. <u>3.99 %</u>	The dollar amount the credit will cost you. <u>\$ 6781.76 (e)</u>	The amount of credit provided to you or on your behalf. <u>\$ 52999.84 (e)</u>	The amount you will have paid after you have made all payments as scheduled. <u>\$ 59781.60 (e)</u>	The total cost of your purchase on credit, including your down payment of <u>\$ 13716.50</u> is <u>\$ 73498.10 (e)</u>

(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
<u>71</u>	<u>830.30</u>	Monthly beginning <u>09/06/2019</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
One final payment	<u>830.30</u>	<u>08/06/2025</u>

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 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	<u>\$ 58000.00 (A)</u>
1. Cash Price Vehicle	<u>\$ 58000.00</u>
2. Cash Price Accessories	<u>\$ N/A</u>
3. Other (Nontaxable)	<u>\$ N/A</u>
Describe <u>N/A</u>	<u>\$ N/A</u>
Describe <u>N/A</u>	<u>\$ N/A</u>
B. Document Processing Charge (not a governmental fee)	<u>\$ 85.00 (B)</u>
C. Emissions Testing Charge (not a governmental fee)	<u>\$ N/A (C)</u>
D. (Optional) Theft Deterrent Device(s)	
1. (paid to) <u>N/A</u>	<u>\$ N/A (D1)</u>
2. (paid to) <u>N/A</u>	<u>\$ N/A (D2)</u>
3. (paid to) <u>N/A</u>	<u>\$ N/A (D3)</u>
E. (Optional) Surface Protection Product(s)	
1. (paid to) <u>N/A</u>	<u>\$ N/A (E1)</u>
2. (paid to) <u>N/A</u>	<u>\$ N/A (E2)</u>
F. EV Charging Station (paid to) <u>N/A</u>	<u>\$ N/A (F)</u>
G. Sales Tax (on taxable items in A through F)	<u>\$ 4501.59 (G)</u>
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) <u>CVR</u>	<u>\$ 30.00 (H)</u>
I. (Optional) Service Contract(s)	
1. (paid to) <u>PORTFOLIO ELITE</u>	<u>\$ 3295.00 (I1)</u>
2. (paid to) <u>N/A</u>	<u>\$ N/A (I2)</u>
3. (paid to) <u>N/A</u>	<u>\$ N/A (I3)</u>
4. (paid to) <u>N/A</u>	<u>\$ N/A (I4)</u>
5. (paid to) <u>N/A</u>	<u>\$ N/A (I5)</u>
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 <u>N/A</u> Vehicle 2 <u>N/A</u>	<u>\$ N/A (J)</u>
(see downpayment and trade-in calculation)	
K. (Optional) Debt Cancellation Agreement	<u>\$ N/A (K)</u>
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	<u>\$ N/A (L)</u>
M. Other (paid to) <u>N/A</u>	<u>\$ N/A (M)</u>
For <u>N/A</u>	
N. Other (paid to) <u>N/A</u>	<u>\$ N/A (N)</u>
For <u>N/A</u>	
Total Cash Price (A through N)	<u>\$ 65911.59 (1)</u>
2. Amounts Paid to Public Officials	
A. Vehicle License Fees	<u>\$ 378.00 (A)</u>
B. Registration/Transfer/Titling Fees	<u>\$ 264.00 (B)</u>
C. California Tire Fees	<u>\$ 8.75 (C)</u>
D. Other <u>N/A</u>	<u>\$ 154.00 (D)</u>
Total Official Fees (A through D)	<u>\$ 804.75 (2)</u>

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

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.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy insurance to obtain credit.

Buyer X _____
 Co-Buyer _____
 Seller X _____

OPTIONAL DEBT CANCELLATION AGREEMENT. A debt cancellation agreement 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 debt cancellation, the charge is shown in item 1K of the Itemization of Amount Financed. See your debt cancellation agreement for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
 Debt Cancellation Agreement

I want to buy a debt cancellation agreement.
 Buyer Signs X N/A

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 1I.

I1 Company	<u>PORTFOLIO ELITE</u>
Term	<u>72</u> Mos. or <u>100000</u> Miles
I2 Company	<u>N/A</u>
Term	<u>N/A</u> Mos. or <u>N/A</u> Miles
I3 Company	<u>N/A</u>
Term	<u>N/A</u> Mos. or <u>N/A</u> Miles
I4 Company	<u>N/A</u>
Term	<u>N/A</u> Mos. or <u>N/A</u> Miles
I5 Company	<u>N/A</u>
Term	<u>N/A</u> Mos. or <u>N/A</u> Miles

Trade-In Vehicle(s)

1. Vehicle 1	
Year	<u>2014</u> Make <u>GMC</u>
Model	<u>1500 CREW CAB</u> Odometer <u>107563</u>
VIN	<u>[REDACTED]</u>
a. Agreed Value of Property	<u>\$ 21000.00</u>
b. Buyer/Co-Buyer Retained Trade Equity	<u>\$ N/A</u>
c. Agreed Value of Property Being Traded-In (a-b)	<u>\$ 21000.00</u>
d. Prior Credit or Lease Balance	<u>\$ 12783.50</u>
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	<u>\$ 8216.50</u>
2. Vehicle 2	
Year	<u>N/A</u> Make <u>N/A</u>
Model	<u>N/A</u> Odometer <u>N/A</u>
VIN	<u>N/A</u>
a. Agreed Value of Property	<u>\$ N/A</u>
b. Buyer/Co-Buyer Retained Trade Equity	<u>\$ N/A</u>
c. Agreed Value of Property Being Traded-In (a-b)	<u>\$ N/A</u>
d. Prior Credit or Lease Balance	<u>\$ N/A</u>
e. Net Trade-In (c-d) (must be ≥ 0 for buyer/co-buyer to retain equity)	<u>\$ N/A</u>

(Total Premiums from Statement of Insurance)

4. State Emissions Certification Fee or State Emissions Exemption Fee \$ N/A (3)

5. Subtotal (1 through 4) \$ 0.00 (4)

6. Total Downpayment \$ 66716.34 (5)

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): \$ 21000.00 (A)

Vehicle 1 \$ 21000.00 Vehicle 2 \$ N/A

B. Total Less Prior Credit or Lease Balance (e) \$ 12783.50 (B)

Vehicle 1 \$ 12783.50 Vehicle 2 \$ N/A

C. Total Net Trade-In (A-B) (indicate if negative number) \$ 8216.50 (C)

Vehicle 1 \$ 8216.50 Vehicle 2 \$ N/A

D. Deferred Downpayment Payable to Seller \$ N/A (D)

E. Manufacturer's Rebate \$ 5500.00 (E)

F. Other \$ N/A (F)

G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card \$ N/A (G)

Total Downpayment (C through G) \$ 13716.50 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)

7. Amount Financed (5 less G) \$ 52999.84 (7)

Total Agreed Value of Property Being Traded-In (1c+2c) \$ 21000.00

Total Prior Credit or Lease Balance (1d+2d) \$ 12783.50

Total Net Trade-In (1e+2e) \$ 8216.50

(*See item 6A-6C in the Itemization of Amount Financed)

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A

SELLER'S INITIALS N/A

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 and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X [Redacted]

Co-Buyer Signs X [Redacted]

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), 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 Trade-In Vehicle(s) or any refund.

Buyer Signature X [Redacted] Co-Buyer Signature X [Redacted]

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: N/A

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X [Redacted] Co-Buyer Signs X [Redacted]

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X [Redacted] Co-Buyer X [Redacted]

THE MINIMUM FINANCE CHARGE RATE TO BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE COVERAGE WILL COVER THE 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.

S/S X [Redacted] X [Redacted]

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, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to consent to a change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X [Redacted] Co-Buyer Signature X [Redacted]

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.

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

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 WHEN YOU SIGNED IT.

Buyer Signature X [Redacted] Date 07/23/19 Co-Buyer Signature X [Redacted] Date 07/23/19

Co-Buyers and Other Owners responsible for paying the entire debt. An other owner is [Redacted] 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 Signature X N/A Address N/A

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 be liable even if we do one or more of 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; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller Signs **NORTH COUNTY BUICK CADILLAC** Date 07/23/19 By X [Redacted] **MANAGER**

LAW FORM NO. 553-CA-ARB (REV. 7/16) CaAQU168 Home PH # (858) 487-6111 Work PH # (858) 487-6111

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THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR ATTORNEY.

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. Seller - Creditor may receive part of the Finance Charge. b. How we will apply payments. We may apply each payment to the amount owing on the Finance Charge. c. 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. Seller - Creditor may receive part of the Finance Charge. d. How we will apply payments. We may apply each payment to the amount owing on the Finance Charge.

1. 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 for sale and selling it. Attorney fees.