

**LAW 553-NY-B-A-e 9/24****RETAIL INSTALMENT CONTRACT  
SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

|                                                                                                       |                                                                  |                                                                                                      |
|-------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| Buyer Name and Address (Including County and Zip Code)<br>[REDACTED]<br>LEONIA, NJ BERGEN, [REDACTED] | Co-Buyer Name and Address (Including County and Zip Code)<br>N/A | Seller-Creditor (Name and Address)<br>PEPE CADILLAC INC<br>15 WATER STREET<br>WHITE PLAINS, NY 10601 |
| Cell: N/A<br>Email: [REDACTED]                                                                        | Cell: N/A<br>Email: N/A                                          |                                                                                                      |

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/Demo | Year | Make and Model        | Vehicle Identification Number | Primary Use For Which Purchased                                                                                                                                            |
| USED          | 2024 | CADILLAC ESCALADE ESV | [REDACTED]                    | Personal, family, or household unless otherwise indicated below<br><input type="checkbox"/> business<br><input type="checkbox"/> agricultural <input type="checkbox"/> N/A |

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you or on your behalf. | Total of Payments<br>The amount you will have paid after you have made all payments as scheduled. | Total Sale Price<br>The total cost of your purchase on credit, including your down payment of |
|---------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 5.29 %                                                              | \$ 7,168.07                                                   | \$ 50,275.93                                                               | \$ 57,444.00                                                                                      | \$ 55,100.00 is \$ 112,544.00                                                                 |

**Your Payment Schedule Will Be:**

| Number of Payments   | Amount of Payments | When Payments Are Due        |
|----------------------|--------------------|------------------------------|
| 60                   | \$ 957.40          | Monthly beginning 02/04/2025 |
| One Final Payment Of | \$ N/A             | On N/A                       |

N/A

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

**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.

**GAP Waiver Notice**

☒ If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual-cash value of the vehicle immediately before the loss.

**Trade-In Payoff Agreement:** Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Itemization of Amount Financed as the "Payoff Made by Seller." You understand that the amount quoted is an estimate.

If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor.

Buyer Signature X [REDACTED]

Co-Buyer Signature X N/A

**WARRANTIES**

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of serviceability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.

**Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.**

The following notice only applies to used vehicles bought in New York City:

**NYC DEPARTMENT OF CONSUMER AND WORKER PROTECTION LICENSE NO. [REDACTED]. IF YOU HAVE A COMPLAINT ABOUT THIS BUSINESS VISIT NYC.GOV/DCWP OR CONTACT 311.**

☐ If checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due:

a) ☐ You may pay your Balloon Payment when due.

b) ☐ You may refinance the Balloon Payment. See paragraph 1.e. on page 3 of this contract for details.

c) ☐ You may sell the vehicle back to us. See paragraph 1.e. on page 3 of this contract for details. If you exercise this option, \$ N/A per mile for each mile in excess of N/A miles shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.e.