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

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

Dealer Number ________ Contract Number ________ R.O.S. Number 1 Stock Number 211349

[redacted]

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	2021	GMC SIERRA 1500	11	[redacted]	Personal, family or household unless otherwise indicated below. ☐ business or commercial

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 $ 35650.00 is
0.00 %	$ 0.00(e)	$ 32911.72(e)	$ 32911.72(e)	$ 68561.72 (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	N/A
One Payment of N/A	N/A	N/A
1	32911.72	Monthly beginning 05/19/2021
N/A	N/A	N/A
One final payment	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 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 $ 60271.00 (A)
     1. Cash Price Vehicle $ 58557.00
     2. Cash Price Accessories $ 1714.00
     3. Other (Nontaxable)
        Describe N/A $ N/A
        Describe N/A $ N/A
   - B. Document Processing Charge (not a governmental fee) $ 85.00 (B)
   - C. Emissions Testing Charge (not a governmental fee) $ N/A (C)
   - D. (Optional) Theft Deterrent Device(s)
     1. (paid to) N/A $ N/A (D1)
     2. (paid to) N/A $ N/A (D2)
     3. (paid to) N/A $ N/A (D3)
   - E. (Optional) Surface Protection Product(s)
     1. (paid to) LEHMER'S $ 1295.00 (E1)
     2. (paid to) N/A $ N/A (E2)
   - F. EV Charging Station (paid to) N/A $ N/A (F)
   - G. Sales Tax (on taxable items in A through F) $ 6010.97 (G)
   - H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) MWEP $ 30.00 (H)

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
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 FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

[redacted]

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 ________

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 N/A
Term N/A Mos. or N/A Miles
I2 Company N/A
Term N/A Mos. or N/A Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A
Term N/A Mos. or N/A Miles
I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X ________

Trade-In Vehicle(s)

I. (Optional) Service Contract(s)

1. (paid to) N/A	$ N/A	(I1)
2. (paid to) N/A	$ N/A	(I2)
3. (paid to) N/A	$ N/A	(I3)
4. (paid to) N/A	$ N/A	(I4)
5. (paid to) N/A	$ N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to Vehicle 1 N/A Vehicle 2 N/A (see downpayment and trade-in calculation)	$ N/A	(J)
K. (Optional) Debt Cancellation Agreement	$ N/A	(K)
L. (Optional) Used Vehicle Contract Cancellation Option Agreement	$ N/A	(L)
M. Other (paid to) N/A For N/A	$ N/A	(M)
N. Other (paid to) N/A For N/A	$ N/A	(N)
Total Cash Price (A through N)	$ 67691.97	(1)
2. Amounts Paid to Public Officials		
A. Vehicle License Fees ESTIMATED	$ 392.00	(A)
B. Registration/Transfer/Titling Fees ESTIMATED	$ 469.00	(B)
C. California Tire Fees	$ 8.75	(C)
D. Other N/A	$ N/A	(D)
Total Official Fees (A through D)	$ 869.75	(2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	$ N/A	(3)
4. ☐ **State Emissions Certification Fee or** ☐ **State Emissions Exemption Fee**	$ N/A	(4)
5. Subtotal (1 through 4)	$ 68561.72	(5)
6. Total Downpayment		
A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): Vehicle 1 $ 30000.00 Vehicle 2 $ N/A	$ 30000.00	(A)
B. Total Less Prior Credit or Lease Balance (e) Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A	(B)
C. Total Net Trade-In (A–B) (indicate if negative number) Vehicle 1 $ 30000.00 Vehicle 2 $ N/A	$ 30000.00	(C)
D. Deferred Downpayment Payable to Seller	$ N/A	(D)
E. Manufacturer's Rebate	$ 5150.00	(E)
F. Other N/A	$ N/A	(F)
G. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	$ 500.00	(G)
Total Downpayment (C through G) (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J above)	$ 35650.00	(6)
7. Amount Financed (5 less 6)	$ 32911.72	(7)

1. Vehicle 1

Year 2016 Make GMC

[redacted]

a. Agreed Value of Property	$30000.00
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$30000.00
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$30000.00

2. Vehicle 2

Year N/A Make N/A

Model N/A Odometer N/A

VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ N/A
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ N/A

Total Agreed Value of Property Being Traded-In (1c+2c)	$30000.00 *
Total Prior Credit or Lease Balance (1d+2d)	$ N/A *
Total Net Trade-In (1e+2e)	$30000.00 *

(*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 [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 am[redacted]lance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than t[redacted]ehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in t[redacted]ct will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund.

Buyer S[redacted] **Co-Buyer Signature X** N/A

If this con[redacted]**ROKER FEE DISCLOSURE**

[redacted]**s not subject to a fee received by an autobroker from us unless the following box is checked:**

☐ **Name**[redacted]

HOW THIS [redacted]ntire agreement between you and us relating to this contract. Any change to the contract must be in writing and [redacted]

Buyer Sign[redacted] **Co-Buyer Signs X** N/A

SELLER'S [redacted] 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[redacted]

Buyer X [redacted] **Co-Buyer X** 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:

[redacted]**AMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO** [redacted]**OR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING** [redacted]**COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF** [redacted]**BEEN REPOSSESSED AND SOLD.**

[redacted]**U IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

[redacted]**UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.**

[redacted] X N/A

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 [redacted] the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is [redacted] ting to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a u[redacted]

Buyer Signatu[redacted] -Buyer Signature X N/A

The Annua[redacted] h the Seller. The Seller may assign this contract and retain [redacted] Charge.

THERE IS NO [redacted] CANCELLATION OPTION

California law does [redacted] ou cannot later cancel this contract simply because you [redacted] ferent vehicle. After you sign below, you may only cance[redacted], California law does require a seller to offer a two-day c[redacted] ousand dollars ($40,000), subject to certain statutory co[redacted] ecreational vehicle, a motorcycle, or an off-highway mot[redacted] lation 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 COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signatu[redacted] **Buyer Signature X** N/A Date N/A

Co-Buyers and Oth[redacted] 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 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 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 [redacted]; (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 Guarant[redacted] nty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and defa[redacted] nands upon the Buyer.

Guarantor X ______ Date ______ **Guaranto**[redacted] Date ______

Addre[redacted] ss ______

Seller S[redacted] Title ______