

## Buyer's eSign Consent Document

### CONSENT TO USE ELECTRONIC SIGNATURES

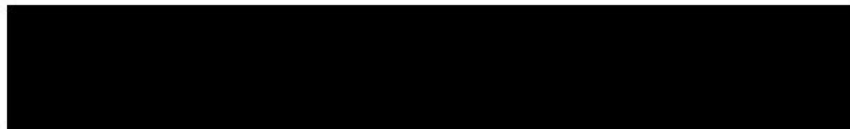
**Electronic Signatures.** You are purchasing a vehicle which requires you to sign a series of forms which may include, but are not limited to a retail purchase agreement, retail installment sales contract (or retail lease agreement), a title application, a service contract, an insurance form and an odometer statement. This dealership is utilizing electronic signature technology to help make this transaction more convenient and secure. As a result, one or more of the forms required to purchase your vehicle may be eligible for electronic signature execution. Though some forms may be eligible for electronic signature execution, you have the option of signing all forms in hard copy format with a pen.

**Consent.** By signing this consent form, you understand and agree that you intend to conduct business electronically and have your signature captured electronically to execute certain forms for this vehicle purchase only. For those forms that are eligible for electronic signature, you acknowledge that by signing your name on the electronic signature pad, you are indicating your intent to sign the applicable forms or documents and this constitutes your signature. Each form eligible for electronic signature will require you to view each page before executing the document. By scrolling through each page and executing the form electronically, you are acknowledging that you viewed each page of the electronic document and had the opportunity to fully read and understand each electronic form. In addition, by signing this consent form, you acknowledge that certain disclosures required by applicable law may be provided to you in electronic format and consent to such electronic disclosure.

For other forms that are not eligible for electronic signature, you will still be required to execute hard copy documents in pen.

**Withdrawal of Consent.** You have the right to withdraw your consent to do business electronically at any time during this vehicle purchase transaction. You will not be responsible for any additional fees or costs if you elect to withdraw your consent during the purchase process. However, if you withdraw such consent during the purchase process, all electronic signatures and consents provided may be considered void and you may be required to re-execute the purchase documents using pen and paper signatures for all required documents.

**Right to Obtain Copies.** You will receive copies of all forms signed both electronically and signed in pen, which may be provided in either electronic or hard copy. If you would like to receive hard copies of all executed documents, you have the option to obtain such hard copies by requesting a hard copy from your finance associate during the purchase process.



WARNING: DO NOT CASH CHECK WITHOUT  
NOTING THE ARTIFICIAL WATERMARK.  
HOLD CHECK AT 45 DEGREE ANGLE TO VIEW.

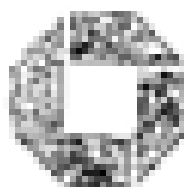
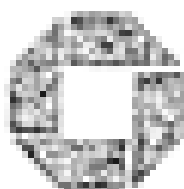


X

MP

DO NOT WRITE / SIGN / STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT





FOR INFORMATION CONCERNING THIS INSTRUMENT

CONTACT:

JPMORGAN CHASE BANK, N.A.

1-800-993-6356

Security features on this document include:

1. Microprint Endorsement Line
2. Artificial Watermark on back of document
3. Thermochromic Ink - Image fades from blue to clear when heat is applied

Absence of these features may indicate alteration.

® Patent design is a certification mark of Check Payment  
Systems Association

**CASHIER'S CHECK**

**CHASE** 

Date: 04/09/2024

Remitter:

Pay To The  
Order Of:

Pay: TWENTY THOUSAND  
DOLLARS AND 00 CENTS

\$\*\* 20,000.00 \*\*

Drawn: JPMORGAN CHASE BANK, N.A.

Memo:

Note: For information only. Comment has no effect on bank's payment.

Rebecca Griffin, Chief Administrative Officer  
JPMorgan Chase Bank, N.A.  
Columbus, OH





STK# 5262030  
DEAL# 93875

**SEWELL**      **ODOMETER DISCLOSURE STATEMENT**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, **SEWELL CADILLAC** state that the odometer now  
(TRANSFEROR'S NAME - PRINT)

reads **256** (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE **CADILLAC**

MODEL **ESCALADE** BODY TYPE **UT**

VEHICLE IDENTIFICATION NUMBER **[REDACTED]**

YEAR **2024** LICENSE NO. \_\_\_\_\_

TRANSFEROR'S NAME **SEWELL CADILLAC**  
(PRINTED NAME)

TRANSFEROR'S ADDRESS **12221 KATY FREEWAY**  
(STREET)  
**HOUSTON TX 77079**  
(CITY) (STATE) (ZIP)

TRANSFEROR'S NAME  (SELLER/AGENT)

TRANSFEROR'S NAME **[REDACTED]**  
(PRINTED NAME SAME AS SIGNATURE)

DATE OF STATEMENT **04/10/2024**

TRANSFeree'S NAME **[REDACTED]**  
(PRINTED NAME SAME AS SIGNATURE)

TRANSFeree'S ADDRESS **[REDACTED]**  
(STREET)  
**KATY TX [REDACTED]**  
(CITY) (STATE) (ZIP)

TRANSFeree'S NAME **[REDACTED]**  
(SIGNATURE)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, Notary Public \_\_\_\_\_ County, Texas.

**[REDACTED]**



GENERAL MOTORS

Deal# 93875  
Cust# 559979

## GM Customer Incentive Acknowledgement Form

Customer Name: [REDACTED]

New VIN: [REDACTED]

Qualifying VIN: N / A / / / / / / / / / / / / / / / / / / / /

Delivery Type Code: \_\_\_\_\_

**1. GM subvented Financing Program Acknowledgement**

☐ GM APR Support

☐ GM Lease Support

☐ N/A

**2. Customer Incentive Program Acknowledgement**

| Pgm # | Incentive Program Description | Incentive Code | Amount | Transferred (Y/N) |
|-------|-------------------------------|----------------|--------|-------------------|
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                |        |                   |
|       |                               |                | 0.00   |                   |

| Pgm # | Program Description with a Certificate or Approval Code | Incentive Code | Amount | Certificate or Approval # |
|-------|---------------------------------------------------------|----------------|--------|---------------------------|
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |
|       |                                                         |                |        |                           |

Total Incentive Amount Received: 0.00

I am the ultimate purchaser or lessor of the vehicle bearing this vehicle identification number, which was sold/leased to me by the Dealer, named below. This vehicle was not purchased/leased for export or resale and I took delivery on [REDACTED]. I acknowledge receipt of incentive(s) described above and release GM from any future [REDACTED] for incentives on this unit.

Purchaser's Signature: [REDACTED] Date: 04/10/2024

The undersigned person, a Dealer Representative, certifies that the information on this application is true and correct and the incentive payments have been provided to the said purchaser/lessee who has taken delivery of the referenced unit through this dealership and that properly completed accurate delivery data has been forwarded to General Motors

Authorized Dealer Signature: [REDACTED] Date: 04/10/2024

Dealership Name: SEWELL CADILLAC

Dealer Code: \_\_\_\_\_

Dealer Note: This is a required document and it must be completed, signed, and retained in EVERY DEAL FILE for all customers even if there are no incentives or rate support available. A copy of the completed form should be provided to the customer. (GM379509-08012018) (12/1/2018)

71747\*1\*S17-F1



**DISCLOSURE OF NON-GM PRODUCTS  
CUSTOMER ACKNOWLEDGEMENT FORM**

Rev 08-17

(New/Used GM Vehicle Sale & Service/Body Shop Repairs)

CUST#

DEAL#

Vehicle VIN (17 Digits)

☐ **Part I - Non-GM Service Contract or Service Agreement**

Buyer/Lessee acknowledges that the dealer is selling her/him a Non-GM Service Contract (not specifically branded Chevrolet, Buick, GMC or Cadillac Protection). Buyer/Lessee understands that (i) GM is not responsible for any claims under this non-GM service contract product and has no obligation in connection with the sale or use of this non-GM service contract product, and (ii) a non-GM service contract may or may not be accepted by other GM Dealerships.

☐ **Part II - Non-GM Parts/Accessories installed by the Dealer.**

Non-GM parts and accessories are not covered under the GM New Vehicle Limited Warranty. They also may damage the vehicle, compromise its compliance with safety standards or void the GM Warranty on the vehicle itself. GM is not responsible for the consequences of installing any non-GM equipment, parts or accessories on the vehicle. A list of non-GM parts is available to you upon request.

Customer Signature

Customer Printed Name

Date 04/10/2024

Note: A copy of this signed form must be kept in the Customer New or Used Vehicle Sales Jacket and/or Vehicle Service History File.

# FACTS

## WHAT DOES SEWELL AUTOMOTIVE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- credit card or other debt and payment history
- credit history and credit scores

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Sewell Automotive Companies chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information                                                                                                                                            | Does Sewell Automotive Companies share? | Can you limit this sharing? |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------|
| <b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                                     | No                          |
| <b>For our marketing purposes -</b> to offer our products and services to you                                                                                                             | Yes                                     | No                          |
| <b>For joint marketing with other financial companies</b>                                                                                                                                 | Yes                                     | No                          |
| <b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences                                                                               | Yes                                     | No                          |
| <b>For our affiliates' everyday business purposes -</b> information about your creditworthiness                                                                                           | No                                      | We don't share              |
| <b>For our affiliates to market to you</b>                                                                                                                                                | Yes                                     | Yes                         |
| <b>For our nonaffiliates to market to you</b>                                                                                                                                             | No                                      | We don't share              |

### To limit our sharing

- Mail the form below

#### Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we provide this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

### Questions?

Call (214) 902-2222 or go to [www.sewell.com](http://www.sewell.com)

Mark if you want to limit:

☐ Do not allow your affiliates to use my personal information to market to me.

Please note that the Sewell Automotive Companies do not share your personal information with nonaffiliates for their marketing purposes.

|                  |          |                                                                                                                                              |
|------------------|----------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Name             |          | <b>Mail to:</b><br>Sewell Automotive Companies<br>Attn: Marketing Department<br>3880 West Northwest Highway<br>Suite 104<br>Dallas, TX 75220 |
| Address          |          |                                                                                                                                              |
| City, State, Zip | KATY, TX |                                                                                                                                              |
|                  |          |                                                                                                                                              |





## Who we are

## Who is providing this notice?

Audi McKinney, Audi North Houston, Audi Sugar Land, BMW of Grapevine, Ken Batchelor Cadillac, Mercedes-Benz of West Houston, Sewell Automotive Companies, Sewell Buick GMC, Sewell Cadillac, Sewell Cadillac of Grapevine, Sewell Lexus, Sewell Lexus of Fort Worth, Sewell Infiniti, Sewell Infiniti of Fort Worth, Sewell Infiniti of North Houston, Sewell Subaru, Jaguar Land Rover North Austin

## What we do

## How does Sewell Automotive Companies protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

## How does Sewell Automotive Companies collect my personal information?

We collect your personal information, for example, when you

- apply for financing or show your driver's license
- give us your contact information or give us your income information
- use your credit card or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

## Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## Definitions

## Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Please see the list of our affiliates above.*

## Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Sewell Automotive Companies does not share with nonaffiliates so they can market to you.*

## Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include automobile manufacturers, providers and/or administrators of aftermarket products, financial institutions, and insurance companies or agencies.*

## Other important information

**Customer Acknowledgment:** I (We) acknowledge that I (we) received a copy of this privacy notice on the date indicated below.



Customer Signature

04/10/2024

Date

Customer Signature

Date





DEAL#

STK#

**DELIVERY CONFIRMATION**

Customer Name(s) \_\_\_\_\_

Street Address: \_\_\_\_\_ KATY TX \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Vehicle Description: 2024 CADILLAC ESCALADE \_\_\_\_\_  
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. We recognize that you have been asked to review and sign a number of documents today in order to complete the transaction. You should also have been provided with the opportunity to take the vehicle for a test drive. Please take a moment now to consider the transaction before taking delivery of the vehicle to make sure it is clear to you and that nothing has been promised to you that has not been put into writing. 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.

☒ 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:

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; the Dealership has satisfactorily addressed any questions or concerns you had; the purchase of any service contract, auto appearance product, theft deterrent system or other similar product or service was voluntary and not represented by the Dealership as being required in order to obtain financing for the purchase/lease transaction; and 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 issuance and that I must make an advance appointment with the service department to have the above work can be performed.

Customer \_\_\_\_\_ 04/10/2024 \_\_\_\_\_ 04/10/2024  
Date Date Authorized Dealership Representative Date

Customer \_\_\_\_\_ Date \_\_\_\_\_

**For Office Use Only:**

Appointment Scheduled On: \_\_\_\_\_ By: \_\_\_\_\_

Date of Appointment: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. Contact: \_\_\_\_\_

Additional Notes: \_\_\_\_\_

DealerCAP

SEWELL

SEWELL CADILLAC  
12221 KATY FREEWAY  
HOUSTON TX 77079  
281/496 8700

559979

## RETAIL PURCHASE AGREEMENT

Deal Number: 93875

Purchaser's Name(s):

Date: 04/10/2024

Address:

KATY TX

County: HARRIS

☐ Home Phone:☐ Work Phone:☒ Cell Phone:

E-mail Address:

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 Odometer Mileage Statement for full disclosure.

|                              |                  |                                                               |                                              |                         |
|------------------------------|------------------|---------------------------------------------------------------|----------------------------------------------|-------------------------|
| YEAR<br>2024                 | MAKE<br>CADILLAC | MODEL<br>ESCALADE                                             | COLOR<br>SILVER                              | STOCK NO.<br>[REDACTED] |
| VIN/SERIAL NO.<br>[REDACTED] |                  | ODOMETER READING<br><input type="checkbox"/> Not Accurate 256 | SALESPERSON<br>KRISTEN EYVONNE OSBORNE - SCH |                         |

THE VEHICLE IS: ☒ NEW ☐ USED

PRIOR USE DISCLOSURE:  
☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ RENTAL ☐ LOAN CAR ☐ OTHER

## WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, 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 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. Traducción española: Vea el dorso.

## OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

PLEASE SEE ATTACHED DELIVERY CONFIRMATION

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED DAMAGE DISCLOSURE

## DEALER'S INVENTORY TAX

Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

## DOCUMENTARY FEE

\*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Vea el dorso.

## TRADE-IN VEHICLE INFORMATION

Year: Make: Model: Color:

VIN/Serial No: Odometer Reading:  
☐ Not Accurate

Trade-In Allowance: N/A Balance Owed: N/A Lienholder:

## TRADE-IN VEHICLE INFORMATION (2)

Year: Make: Model: Color:

VIN/Serial No: Odometer Reading:

## CASH PRICE OF VEHICLE

\$ 116593.22

## OPTIONAL ACCESSORIES:

☐ See attached Addendum Sticker

\$ N/A

## ESSENTIALS PKG

\$ 1587.00

N/A

\$ N/A

N/A

\$ N/A

N/A

\$ N/A

N/A

\$ N/A

N/A

\$ N/A

N/A

\$ N/A

## TOTAL SELLING PRICE

\$ 118180.22

## LESS: TRADE-IN ALLOWANCE

\$ N/A

N/A

\$ N/A

## SUBTOTAL

\$ 118180.22

N/A

\$ N/A

## SALES TAX

6.25 %

\$ 7386.26

## DEALER'S INVENTORY TAX

\$ 210.12

N/A

\$ N/A

## DOCUMENTARY FEE \*

\$ 150.00

## DEPUTY SERVICE FEE

\$ N/A

## STATE INSPECTION FEE

\$ 16.75

## LICENSE FEE

\$ 136.25

## TITLE FEE

\$ 33.00

## Station Insp Fee

\$ 7.00

N/A

\$ N/A

N/A

\$ N/A

## TOTAL DUE

\$ 126119.60

## PLUS: BALANCE OWED ON TRADE-IN

\$ N/A

N/A

\$ N/A

|                                                           |            |             |                             |    |           |
|-----------------------------------------------------------|------------|-------------|-----------------------------|----|-----------|
| Trade-In Allowance: <input type="checkbox"/> Not Accurate |            |             | N/A                         | \$ | N/A       |
| Balance Owed:                                             | N/A        | Lienholder: | N/A                         | \$ | N/A       |
| LIEN TO                                                   |            |             | N/A                         | \$ | N/A       |
| Name:                                                     |            |             | N/A                         | \$ | N/A       |
| TEXANS CREDIT UNION                                       |            |             | N/A                         | \$ | N/A       |
| Address:                                                  |            |             | PARTIAL PAYMENT see reverse |    | 20000.00  |
| 777 E CAMPBELL ROAD SUITE 300 RICHARDSON TX 75081         |            |             | N/A                         | \$ | N/A       |
| Contacted:                                                | Lien Date: |             | UNPAID BALANCE DUE          | \$ | 106119.60 |
|                                                           | 04/10/2024 |             |                             |    |           |
| By:                                                       | Mat. Date: |             |                             |    |           |
|                                                           | 04/25/2030 |             |                             |    |           |

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.





Purchaser
Accepted by Authorized Dealership Representative



## ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

1. **Terms Used in This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:

- **Agreement** - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
- **You, Your** - Means the Purchaser(s) identified on the front side of this Agreement.
- **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- **Manufacturer** - Means the company that manufactured the Vehicle.
- **Vehicle** - Means the Vehicle that you are purchasing from us as described on the front of this Agreement.
- **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.

4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.

5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement or pursuant to Paragraphs 2 or 7. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised on the front of this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.

10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

11. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.

12. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.

13. **Documentary Fee:** A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. SPANISH TRANSLATION: Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no

puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.

14. **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. **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 contenida en el contrato de venta.
15. **GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.
16. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY TEXAS LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
17. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional Delivery Agreement/Limited Right to Cancel will apply. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional Delivery Agreement/Limited Right to Cancel and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
18. **Entire Agreement and Signing Other Documents:** The front and back of this Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

# SEWELL

Deal# 93875

## DAMAGE DISCLOSURE STATEMENT

In connection with the purchase from SEWELL CADILLAC of the motor vehicle described as follows: VIN [REDACTED], Stock No. 5262030

Year 2024, Make CADILLAC, Model ESCALADE

I, as Buyer, hereby acknowledge that the Dealership disclosed to me, before I agreed to purchase the above described vehicle, the existence of the below material damage.

Description of Material Damage:

- Any damage set forth on the CarFax and/or AutoCheck Reports provided to Buyer.
- As with any pre-owned vehicle, there may be scratches, chips or other minor imperfections.

NONE

- In addition to the above, I acknowledge that, as with all vehicles, this vehicle may become the subject of a future recall. I understand that I may check the recall status of my vehicle in the future by searching the VIN (listed above) of my vehicle at [safercar.gov](https://www.safercar.gov).

The above-described information was taken into account in arriving at the agreed sales price for the vehicle. I understand that the above is a list of material damage ***known by the Dealership as of today's date*** and may not be a complete list of all damage to the vehicle. I hereby acknowledge and agree that the vehicle is to my satisfaction as evidenced by the agreed sales price and I agree to accept the delivery of the above described motor vehicle.

Signature of Buyer / Co-Buyer:  [REDACTED]

Date: 04/10/2024

Authorized Dealer Representative:  [REDACTED]

Date: 04/10/2024

[REDACTED]



# CUSTOMER ACKNOWLEDGEMENT FORM

## CADILLAC PREMIUM CARE AND FIRST MAINTENANCE VISIT

DEAL# 83875  
CUST# 559979



As the owner of a new 2023 Model Year Cadillac, we are pleased to offer you one covered maintenance visit as part of the suite of Cadillac Premium Care owner benefits on your new purchase/lease.

The Cadillac First Maintenance Visit. The first maintenance visit is the essential step in taking care of your Cadillac. This is why Cadillac covers the first maintenance visit within the first 18 months of ownership<sup>1</sup> consisting of the following services:

- ACDelco Dexos<sup>SM</sup> Full Synthetic Oil and ACDelco Oil Filter Change
- ACDelco Diesel Exhaust Fluid (DEF) Refill<sup>2</sup>
- 4-Tire Rotation
- Multi-Point Vehicle Inspection (MPVI)

First Maintenance Visit Appointment 10/10/2024 Date and Time

Cadillac Premium Care owner benefits also include:

- 4-Year/50,000 Mile<sup>3</sup> Bumper-to-Bumper Limited Warranty
- ☐ Optional Cadillac Extended Limited Warranty<sup>4</sup> of 6-Year/70,000 Mile<sup>3</sup> Bumper-to-Bumper Limited Warranty (Check if selected at time of vehicle purchase)
- 6-Year/70,000 Mile<sup>3</sup> Powertrain Limited Warranty
- 6-Year/Unlimited Mile<sup>3</sup> Rust-through Corrosion Limited Warranty
- 6-Year/70,000 Mile<sup>3</sup> Roadside Assistance<sup>5</sup>
- 6-Year/70,000 Mile<sup>3</sup> Courtesy Transportation

Cadillac Connected Services and OnStar. Properly equipped vehicles receive up to 8 months of OnStar Safety & Security coverage<sup>6</sup>, Cadillac Connected Services trial<sup>6</sup>, and up to 8 months of Unlimited Data<sup>6</sup>.

My Cadillac Rewards<sup>7</sup>. Enroll in My Cadillac Rewards with the purchase or lease of your new Cadillac and earn 1 point for every \$5 spent of MSRP<sup>8</sup>. Points can be redeemed towards eligible accessories<sup>9</sup>, Dealership services<sup>9</sup> and more. You'll love how easy it is to earn 3 points for every \$1 spent on paid, eligible Dealer services<sup>10</sup>, parts<sup>10</sup>, OnStar subscriptions<sup>11</sup> and eligible accessories<sup>10</sup>. Membership can also garner access to Cadillac events and activities. Learn more at Cadillac.com/Rewards.

1. Service can only be performed at Cadillac dealerships and visit must occur within first 18 months of ownership. Does not include air filters.
2. Applicable for Cadillac models equipped with the 3.0L Turbo-Diesel I-6 only.
3. Whichever comes first. See dealer for details.
4. Cadillac Extended Limited Warranty is not available on vehicles sold in the following states: CA, FL, ME, WA and MN.
5. Limitations apply.
6. Cadillac Connected Services include navigation services and Remote Access Plan. Data plans offered by AT&T. Services subject to Terms and limitations. Certain services require working electrical system, cell reception and GPS signal. OnStar links to emergency services. Map coverage available in U.S., Puerto Rico and Canada. See onstar.com for details and limitations. When you select a monthly plan within 30 days of activating your trial, you'll receive 2 additional months of the plan you selected at no additional charge when you associate an approved payment method on file to your account and authorize recurring payments for your service plan. Excludes OnStar Guardian, Unlimited Data and Wi-Fi only plans. The amount and frequency of each recurring payment is based upon the service(s) and payment interval(s) you select from the options provided. After the trial expires, OnStar will automatically bill your payment method monthly at then-current standard monthly rates. Plans containing in-vehicle data will be billed every 30 days by AT&T. You may cancel at any time by pushing your blue OnStar button or calling 1888.466.7827. May not be combined with other offers or retroactively applied. Availability subject to change.
7. Must be 18 years or older. Points earned and redeemed only at GM entities, My GM Rewards participating dealers or third-party retailers in the United States (excluding Puerto Rico, the U.S. Virgin Islands and Guam). Points are not earned on taxes, fees or body shop repair orders and expire without further notice upon Member Account deactivation. Visit mycadillacrewards.com for Terms & Conditions.
8. Points earned is dependent on vehicle MSRP. Excludes taxes and fees. Only available to Members at My GM Rewards participating dealers.
9. In a calendar year: Silver Members are eligible to redeem up to \$175 in points; Gold Members are eligible to redeem up to \$200 in points; Platinum Members are eligible to redeem up to \$225 in points. Members may redeem on eligible Chevrolet, Buick, GMC and Cadillac parts and accessories purchased through a My GM Rewards participating dealership.
10. Must be an eligible paid service, parts, OnStar Subscriptions or accessories purchase. Excludes taxes, fees and body shop repair orders. My Cadillac Rewards Members earn 3 points for every dollar spent across all Rewards Membership Tiers plus My GM Rewards Cardmembers earn 4 points for every dollar spent at My GM Rewards participating dealers.

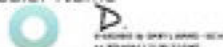
I understand the benefits offered by Cadillac Premium Care and First Maintenance Visit services outlined above. I also understand the maintenance notifications and services provided by OnStar are only available with an active subscription and email account.

Customer Name

Customer Signature

SEWELL CADILLAC

Dealer Name



Authorized Dealer Signature

P113269

Dealer BAC

04/10/2024

DATE



## CUSTOMER ACKNOWLEDGEMENT FORM

### Cadillac Premium Care and First Maintenance Visit

DEAL# 93875

CUSTOMER# [REDACTED]

As the owner of a new 2022 Model Year Cadillac, we are pleased to offer you one covered maintenance visit as part of the suite of Cadillac Premium Care owner benefits on your new purchase/lease.

The Cadillac First Maintenance Visit. The first maintenance visit is the essential step in taking care of your Cadillac. This is why Cadillac covers the first maintenance visit within the first 12 months of ownership<sup>1</sup> consisting of the following services:

- ACDelco Dexos1<sup>®</sup> Full Synthetic Oil and ACDelco Oil Filter Change
- 4-Tire Rotation
- Multi-Point Vehicle Inspection (MPVI)

First Maintenance Visit Appointment 10/10/2024 Date and Time

Cadillac Premium Care owner benefits also include:

- 4-Year/50,000 Mile<sup>2</sup> Bumper-to-Bumper Limited Warranty
- ☐ Optional Cadillac Extended Limited Warranty<sup>3</sup> of 6-Year/70,000 Mile<sup>2</sup> Bumper-to-Bumper Limited Warranty (Check if selected at time of vehicle purchase)
- 6-Year/70,000 Mile<sup>2</sup> Powertrain Limited Warranty
- 6-Year/Unlimited Mile<sup>2</sup> Rust-through Corrosion Limited Warranty
- 6-Year/70,000 Mile<sup>2</sup> Roadside Assistance<sup>4</sup>
- 6-Year/70,000 Mile<sup>2</sup> Courtesy Transportation

Cadillac Connected Services and OnStar. Properly equipped vehicles receive up to 8 months of OnStar Safety & Security coverage<sup>5</sup> and Cadillac Connected Services trial<sup>6</sup>, plus up to 8 months of Unlimited Data<sup>6</sup>.

My Cadillac Rewards. Enroll in My Cadillac Rewards<sup>8</sup> when purchasing or leasing your new vehicle and earn 20,000 points (\$100 allowance)<sup>7</sup> to redeem on eligible accessories<sup>9</sup>, dealership services<sup>9</sup> and more. You'll love how easy it is to earn, like 6 points per \$1 spent on paid, eligible dealer services<sup>9</sup>, parts and eligible accessories<sup>9</sup>.

1. Service can only be performed at Cadillac dealerships and visit must occur within first 12 months of ownership. Does not include air filters.
2. Whichever comes first. See dealer for details.
3. Cadillac Extended Limited Warranty is not available on vehicles sold in the following states: CA, FL, ME, WA, and MN.
4. Limitations apply.
5. Cadillac Connected Services include navigation services and Remote Access Plan. Data plans offered by AT&T. Services subject to Terms and limitations. Certain services require working electrical system, cell reception and GPS signal. OnStar links to emergency services. Map coverage available in U.S., Puerto Rico and Canada. See onstar.com for details and limitations. When you select a monthly plan within 30 days of activating your trial, you'll receive 2 additional months of the plan you selected at no additional charge when you associate an approved payment method on file to your account and authorize recurring payments for your service plan. Excludes OnStar Guardian, Unlimited Data and Wi-Fi only plans. The amount and frequency of each recurring payment is based upon the service(s) and payment interval(s) you select from the options provided. After the trial expires, OnStar will automatically bill your payment method monthly at then-current standard monthly rates. Plans containing 4G LTE data will be billed every 30 days by AT&T. You may cancel at any time by pushing your blue OnStar button or calling 1.888.466.7827. May not be combined with other offers or retroactively applied. Availability subject to change.
6. Must be 18 years or older. Points may be earned and redeemed only at participating GM entities, dealers or third-party retailers in the United States (excluding Puerto Rico, the U.S. Virgin Islands or Guam). Points are not earned on taxes, fees or body shop repair orders and expire 5 years from when points are earned. Some restrictions apply. Visit mycadillacrewards.com to view program Terms & Conditions.
7. To be eligible, you must have purchased or leased a new Cadillac vehicle within the last 30 days and registered to become a My Cadillac Rewards member.
8. Members may use the voucher on eligible Cadillac Accessories purchased through a participating dealership. Voucher must be used by expiration date noted. Any unused amount of the voucher will be forfeited.
9. Must be an eligible paid service. Excludes taxes, fees, deductibles and body shop repair orders. Voucher must be used by expiration date noted. Any unused amount of the voucher will be forfeited.

I understand the benefits offered by Cadillac Premium Care and First Maintenance Visit services outlined above. I also understand the maintenance notifications and services provided by OnStar are only available with an active subscription and email account.

[REDACTED]  
(Customer Name)

[REDACTED] 04/10/2024  
(Customer Signature) (Date)

SEWELL CADILLAC

265565

(Dealer Name)

(Dealer BAC)

[REDACTED] 04/10/2024  
(Authorized Dealer Signature) (Date)



# AGREEMENT TO FURNISH INSURANCE POLICY

DEAL # 93875  
CUST #

0028203

Date 04/10/2024

To Seller/Lessor SEWELL CADILLAC

12221 KATY FREEWAY HOUSTON, TX 77079

The undersigned Buyer/Lessee(s) agree(s) to furnish his/their own Insurance Policy, covering a vehicle which is the subject of a credit sale contract/lease dated this 10th day of April, YR 2024.

The vehicle referred to herein is described as follows:

| Year | Make     | Model    | Body Type | Vehicle Identification No. |
|------|----------|----------|-----------|----------------------------|
| 2024 | CADILLAC | ESCALADE | UT        |                            |

Such Insurance Policy must be delivered to the Seller/Lessor within 30 days from the date of this Agreement. The following is not an acceptable policy: Maintenance or repair contracts, One Month Policies or Insurance Certificates that make reference to a "Master Insurance Agreement." If Seller/Lessor does not receive such Policy by the time stated, Seller/Lessor may (but is not required to) procure insurance of the kind and type agreed to be furnished under the terms of the credit sale contract/lease. Such insurance may cover only Seller's/Lessor's interest in the vehicle as the law allows.

Ins.Co. PURE Agent NOT APPLICABLE

| N/A                       | N/A  | N/A   | N/A | 888-813-7873         |
|---------------------------|------|-------|-----|----------------------|
| ADDRESS OF AGENT - STREET | CITY | STATE | ZIP | AGENT'S PHONE NUMBER |

Policy No. Exp. Date 01/29/2025

☐ Fire & Theft - ☐ Additional Coverage - ☒ \$ 500.00 Deductible Comprehensive - ☒ \$ 500.00 Deductible Collision

In the event Buyer/Lessee(s) fail(s) to furnish a valid insurance policy, or written evidence of insurance, of the type required under the credit sale contract/lease, Buyer/Lessee(s) hereby agree(s) to pay to Seller/Lessor or assignees any earned premium for any policy they may have to place for the above described vehicle in accordance with repayment procedures set forth in the credit sale contract/lease.

Buyer/Lessee(s) further agree(s) to assume any and all responsibility for damage to the vehicle or resulting from the use, maintenance or operation of the vehicle, and agree to hold Seller/Lessor free of any loss, claim, or liability resulting from any damage to the vehicle or from the vehicle's use, maintenance or operation.

Loss Payee TEXANS CREDIT UNION

Loss Payee's Address 777 E CAMPBELL ROAD SUITE 300 RICHARDSON TX 75081

**NOTICE TO BUYER/LESSEE: This Agreement does not authorize the Seller/Lessor to order Public Liability or Property Damage Insurance. Any insurance ordered by the Seller/Lessor or Seller's/Lessor's Assignee will cover loss of or damage to the vehicle and will not include Public Liability or Property Damage Insurance.**

BUYER/LESSEE'S NAME (Printed) ADDRESS

HOME PHONE BUSINESS PHONE KATY, TX

X BUYER/LESSEE'S SIGNATURE X CO-BUYER/CO-LESSEE'S SIGNATURE

## Buyer's Final Signature Document

Deal Number : [REDACTED]  
Store Name : **SEWELL CADILLAC**  
F&I Manager : **DARYL WARD - SCH**  
Date : **04/10/2024**

Name : [REDACTED]  
Role : **Buyer**  
Vehicle Make : **CADILLAC**  
VIN : [REDACTED]

Please sign below to acknowledge that you have electronically signed the following documents:

1. Buyer's eSign Consent Document
2. Federal Odometer
3. GM Customer Incentive Acknowledgement Form GM379509-08012018
4. GM Disclosure of Non GM Products Customer ACK Form
5. Privacy Notice
6. Delivery Confirmation
7. Retail Purchase Agreement
8. Sewell Damage Disclosure
9. 2023 Cadillac Premium Customer Acknowledgement Form
10. 2021 Customer Acknowledgement Form Cadillac
11. LAW Agreement to Provide Insurance



April 10, 2024

**negotiable with the Seller. The Seller may assign this contract of the Finance Charge.**

Both you and we must sign it. No oral changes to this contract are enforceable.

Co-Buyer ☒ N/A

See back for other important agreements.

**CONSUMER WARNING:** Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

**BUYER'S ACKNOWLEDGMENT:** I HAVE READ AND UNDERSTAND THE CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND GAVE IT TO YOU. I HAVE READ EACH PAGE OF THIS CONTRACT AND I HAVE READ EACH PAGE OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE TOOK IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ EACH THE ARBITRATION PROVISION ON PAGE 4, BEFORE SIGNING BELOW.

Buyer Signs ☒ Date 04/10/2024 Co-Buyer Signs ☒ N/A Date N/A

Buyer Printed Name N/A Co-Buyer Printed Name N/A

If the "business or commercial" use box is checked in "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 Date N/A

Seller signs SEWELL CADILLAC Date 04/10/2024 Title FI MANAGER

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to TEXANS CREDIT UNION (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller By [Signature] Title FI MANAGER





04/10/2024 05:25 pm

**LAW** FORM NO. 553-TX-ARB-eps-14 4/21  
©2021 The Reynolds and Reynolds Company  
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR  
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

LAW 553-TX-ARB-eps-14 4/21 v1 Page 5 of 5

g. **COLLECTION COSTS.** If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.

h. **CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS.** This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate 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 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. INTEGRATION AND SEVERABILITY CLAUSE**

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.

**5. LEGAL LIMITATIONS ON OUR RIGHTS**

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.

**6. SELLER'S DISCLAIMER OF WARRANTIES**

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.

7. **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.

**8. APPLICABLE LAW**

Federal and Texas law apply to this contract.

**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](http://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.

Buyer Initials



o-Buyer Initials X N/A



## OTHER TERMS AND CONDITIONS

### 1. FINANCE CHARGE AND PAYMENTS

a. **HOW WE FIGURE THE FINANCE CHARGE.** We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is  $1/365^{\text{th}}$  of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.

b. **HOW WE WILL APPLY YOUR PAYMENTS.** We will apply your payments in the following order:

1. earned but unpaid finance charge; and
2. to anything else you owe under this agreement.

c. **HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY.** We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **TRANSFER OF RIGHTS.** We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.

e. **SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

### 2. YOUR OTHER PROMISES TO US

a. **USE AND TRANSFER OF THE VEHICLE.** You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.

b. **CARE OF THE VEHICLE.** You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the

d. **AGREEMENT TO KEEP VEHICLE INSURED.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.

e. **OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED.** If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.

f. **PHYSICAL DAMAGE INSURANCE PROCEEDS.** You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

g. **RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

h. **APPLICATION OF CREDITS.** Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **LATE CHARGE.** You will pay us a late charge as agreed to in this contract when it accrues.

b. **DEFAULT.** You will be in default if:

1. You do not pay any amount when it is due;
2. You give false, incomplete, or misleading information during credit application;
3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
4. You allow a judgment to be entered against you or the collateral; or
5. You break any of your promises in this agreement.

If you default, we can exercise our rights under this contract and our other rights under the law.

c. **OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

d. **REPOSSESSION.** If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.

e. **YOUR RIGHT TO REDEEM.** If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us



vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.

c. **SECURITY INTEREST.** To secure all that you owe on this contract and all your promises in it, you give us a security interest in:

1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
2. All insurance proceeds and other proceeds received for the vehicle;

[REDACTED] policy, service contract or other contract any proceeds of those contracts; and charges included in this contract for the contracts.

[REDACTED] to secure any extension or modification certificate of title must show our security interest. We will not allow any other security interest without our written permission.

Buyer Initials X N/A

to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

f. **DISPOSITION OF THE VEHICLE.** If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce 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. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.

|                                                                                                                                                                                                                                                                                                                                  |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1 Cash Price (including any accessories, services, taxes, ESSENTIALS PKG \$ 1587.00 N/A \$ N/A N/A \$ N/A and N/A \$ N/A) \$ 118180.22 (1)                                                                                                                                                                                       |                 |
| 2 Total Downpayment = (if negative, enter "0" and see Line 4A below)                                                                                                                                                                                                                                                             |                 |
| Gross Trade-In                                                                                                                                                                                                                                                                                                                   | \$ N/A          |
| - Pay Off Made By Seller to N/A                                                                                                                                                                                                                                                                                                  | \$ N/A          |
| - Cash Paid to Buyer for Trade-In                                                                                                                                                                                                                                                                                                | \$ N/A          |
| = Net Trade-In                                                                                                                                                                                                                                                                                                                   | \$ N/A          |
| + Cash                                                                                                                                                                                                                                                                                                                           | \$ 20000.00     |
| + Mfrs. Rebate                                                                                                                                                                                                                                                                                                                   | \$ N/A          |
| + Other (describe) N/A                                                                                                                                                                                                                                                                                                           | \$ N/A          |
| + Other (describe) N/A                                                                                                                                                                                                                                                                                                           | \$ N/A          |
| + Other (describe) N/A                                                                                                                                                                                                                                                                                                           | \$ N/A          |
| + Other (describe) N/A                                                                                                                                                                                                                                                                                                           | \$ N/A          |
| + Other (describe) Trade-In Credit Agreement Benefit                                                                                                                                                                                                                                                                             | \$ N/A          |
| Total Downpayment                                                                                                                                                                                                                                                                                                                | \$ 20000.00 (2) |
| 3 Unpaid Balance of Cash Price (1 minus 2)                                                                                                                                                                                                                                                                                       | \$ 98180.22 (3) |
| 4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):                                                                                                                                                                                                                         |                 |
| A Net trade-in payoff to N/A                                                                                                                                                                                                                                                                                                     | \$ 0.00         |
| B Cost of Optional Credit Insurance Paid to Insurance Company or Companies.                                                                                                                                                                                                                                                      |                 |
| Life \$ N/A                                                                                                                                                                                                                                                                                                                      |                 |
| Disability \$ N/A                                                                                                                                                                                                                                                                                                                | \$ N/A          |
| C Other Optional Insurance Paid to Insurance Company or Companies                                                                                                                                                                                                                                                                | \$ N/A          |
| D Official Fees Paid to Government Agencies                                                                                                                                                                                                                                                                                      |                 |
| 1) to N/A for N/A                                                                                                                                                                                                                                                                                                                | \$ N/A          |
| 2) to N/A for N/A                                                                                                                                                                                                                                                                                                                | \$ N/A          |
| 3) to N/A for N/A                                                                                                                                                                                                                                                                                                                | \$ N/A          |
| E Debt Cancellation Agreement Fee Paid to the Seller                                                                                                                                                                                                                                                                             | \$ N/A          |
| F Dealer's Inventory Tax (if Not Included in Cash Price)                                                                                                                                                                                                                                                                         | \$ 210.12       |
| G Sales Tax (if Not Included in Cash Price)                                                                                                                                                                                                                                                                                      | \$ 7386.26      |
| H Other Taxes (if Not Included in Cash Price)                                                                                                                                                                                                                                                                                    | \$ N/A          |
| I Government License and/or Registration Fees                                                                                                                                                                                                                                                                                    |                 |
| N/A                                                                                                                                                                                                                                                                                                                              |                 |
| LIC FEE                                                                                                                                                                                                                                                                                                                          | \$ 136.25       |
| J Government Certificate of Title Fees                                                                                                                                                                                                                                                                                           | \$ 33.00        |
| K Government Vehicle Inspection Fees                                                                                                                                                                                                                                                                                             |                 |
| to state \$ 16.75 to inspection station \$ 7.00                                                                                                                                                                                                                                                                                  | \$ 23.75        |
| L Deputy Service Fee Paid to Dealer                                                                                                                                                                                                                                                                                              | \$ N/A          |
| M Documentary Fee (Cargo Documental)                                                                                                                                                                                                                                                                                             | \$ 150.00       |
| A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.                                                     |                 |
| UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRIA CORRERSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY. |                 |
| N Other Charges (Seller must identify who is paid and describe purpose.)                                                                                                                                                                                                                                                         |                 |
| to State for Plate Transfer Fee                                                                                                                                                                                                                                                                                                  | \$ N/A          |
| to Seller for Trade-In Credit Agreement                                                                                                                                                                                                                                                                                          | \$ 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          |
| to N/A for N/A                                                                                                                                                                                                                                                                                                                   | \$ N/A          |
| Total Other Charges and Amounts Paid to Others on Your Behalf                                                                                                                                                                                                                                                                    | \$ 7939.38      |
| 5 Amount Financed (3 + 4)                                                                                                                                                                                                                                                                                                        | \$ 106119.60    |

"WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT. You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later. If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the Texas Insurance Commissioner. A debt

cancellation agreement is not insurance and is regulated by the Office of the Consumer Credit Commissioner.  
For the premiums or fees included above, you want the related optional coverages and debt cancellation agreement.

|                                     |            |            |
|-------------------------------------|------------|------------|
| <input checked="" type="checkbox"/> | <u>N/A</u> | <u>N/A</u> |
| Buyer's signature                   |            | Date       |
| <input checked="" type="checkbox"/> | <u>N/A</u> | <u>N/A</u> |
| Co-Buyer's signature                |            | Date       |

**LIABILITY INSURANCE: THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

Buyer Initials 69 Co-Buyer Initials X N/A

# LAW 553-TX-ARB-eps-14 4/21

DEAL # 93875  
CUST # 559979

## MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

231680

|         |      |       |    |                 |                    |       |    |
|---------|------|-------|----|-----------------|--------------------|-------|----|
| BUYER   |      |       |    | SELLER/CREDITOR | SEWELL CADILLAC    |       |    |
| ADDRESS |      |       |    | ADDRESS         | 12221 KATY FREEWAY |       |    |
| CITY    | KATY | STATE | TX | CITY            | HOUSTON            | STATE | TX |
| PHONE   |      |       |    | PHONE           | 281-496-8700       |       |    |
| ZIP     |      |       |    | ZIP             | 77079              |       |    |

|          |     |       |     |
|----------|-----|-------|-----|
| CO-BUYER | N/A |       |     |
| ADDRESS  | N/A |       |     |
| CITY     | N/A | STATE | N/A |
| PHONE    | N/A |       |     |
| ZIP      | N/A |       |     |

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

**PROMISE TO PAY:** The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown in the Itemization of Amount Financed. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

### VEHICLE IDENTIFICATION

| YEAR | MAKE     | MODEL    | VEHICLE IDENTIFICATION NUMBER | USE FOR WHICH PURCHASED                                                                                  |
|------|----------|----------|-------------------------------|----------------------------------------------------------------------------------------------------------|
| 2024 | CADILLAC | ESCALADE |                               | PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW                                         |
|      |          |          |                               | If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract. |
|      |          |          |                               | <input checked="" type="checkbox"/> NEW                                                                  |
|      |          |          |                               | <input type="checkbox"/> DEMONSTRATOR                                                                    |
|      |          |          |                               | <input type="checkbox"/> FACTORY                                                                         |
|      |          |          |                               | <input type="checkbox"/> OFFICIAL/EXECUTIVE                                                              |
|      |          |          |                               | <input type="checkbox"/> USED                                                                            |
|      |          |          |                               | <input type="checkbox"/> BUSINESS OR COMMERCIAL                                                          |
|      |          |          |                               | <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> N/A                                       |

|                |     |             |     |
|----------------|-----|-------------|-----|
| Trade-in: Make | N/A | Model       | N/A |
| Year           | N/A | VIN         | N/A |
|                |     | License No. | N/A |

| 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. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your down payment of |
| 6.99 %                                    | \$ 22995.12                                 | \$ 106119.60                                            | \$ 129114.72                                                                 | \$ 20000.00                                                               |
|                                           |                                             |                                                         |                                                                              | \$ 149114.72                                                              |

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

| Number of Payments | Amount of Payments | When Payments Are Due        |
|--------------------|--------------------|------------------------------|
| 72                 | \$ 1793.26         | MONTHLY beginning 05/25/2024 |
| N/A                | \$ N/A             | N/A                          |

N/A

**Late Charge:** If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of .5% of the scheduled payment.  
**Prepayment:** If you pay early, you will not have to pay a penalty.  
**Security Interest:** We will have a security interest in the vehicle being purchased.  
**Additional Information:** See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

**SERVICING AND COLLECTION CONTACTS**  
We may try to contact you at any mailing address, e-mail address, or phone number you give us as the law allows. We may try to contact you in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems).

**Returned Check Charge:** You agree to pay a charge of \$ 30 if any check you give us is dishonored or any electronic payment is returned unpaid.

**Agreement to Arbitrate:** By signing below, you agree that, page 4 of 5, resolve any and not by Provision for agreement to  
Buyer Signs \_\_\_\_\_  
Co-Buyer Signs X \_\_\_\_\_ N/A

**OCCC NOTICE.** For questions or complaints about this contract, contact TEXANS CREDIT UNION at 972/348-2332. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

**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.



THIS PROVISION APPLIES TO THIS CONTRACT ONLY IF THE VEHICLE FINANCED IN THE CONTRACT WAS PURCHASED FOR PERSONAL, FAMILY, OR HOUSEHOLD USE.

Buyer Initials  Buyer Initials X N/A

04/10/2024 05:25 pm

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Member Number \_\_\_\_\_ Date \_\_\_\_\_

Savings Account Number \_\_\_\_\_

**Important Identification Requirement**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask your name, address, date of birth, and other information that will allow us to identify you.

(Please print in ink or type)

|                                |                |                         |       |                |                                                                            |  |  |
|--------------------------------|----------------|-------------------------|-------|----------------|----------------------------------------------------------------------------|--|--|
| Last Name (Print)              |                | First Name              |       | Initial        | Social Security Number (Social Security Number is required for Membership) |  |  |
| Physical Address               |                | City                    | State | Zip            | Home Phone                                                                 |  |  |
| Mailing Address (if different) |                | City                    | State | Zip            | Cell Phone (to be used for Contact)                                        |  |  |
| Date of Birth                  | E-Mail Address | Driver's License Number | State | Business Phone | Phone Verification (e.g. mother's maiden name)                             |  |  |

|                              |                        |                         |       |               |
|------------------------------|------------------------|-------------------------|-------|---------------|
| Joint Owner (2) Name (print) | Social Security Number | Driver's License Number | State | Date of Birth |
| Physical Address             | City                   | State                   | Zip   |               |

- \*Individuals who live, work, or attend schools in Collin, Cooke, Dallas, Denton, Ellis, Fannin, Grayson, Hunt, Kaufman, Rockwall, Tarrant, Travis, and Williamson counties.
- \*Texas Consumer Council (TCC) members who live in Texas counties not eligible under previous qualifications.

\*If your Texans Credit Union membership eligibility is dependent on joining the Texas Consumer Council (TCC), Texans Credit Union will facilitate your TCC enrollment. Texans Credit Union will share your name, mailing address, email address and phone number with TCC's parent company, American Consumer Council (ACC) as part of the enrollment process. TCC/ACC will not share your information with third parties. Their mission is to educate and guide consumers in their purchase of safe, reliable products and services.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

**W-9 CERTIFICATION - IF DEPOSITOR IS U.S. CITIZEN OR RESIDENT ALIEN UNDER PENALTIES OF PERJURY:** I certify (1) that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from back-up withholding under federal laws or a specific FATCA Exempt Payee Code \_\_\_\_\_ [enter code here from W-9 instructions], or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and (3) I am a U.S. person (including a U.S. resident alien). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

**ACCOUNT OWNERSHIP (APPLICABLE IF JOINT OWNERSHIP IS DESIGNATED):** The owners intend to and do hereby create a joint tenancy with rights of survivorship; and specifically agree to the terms set forth in the Membership Account Agreement ("MAA") including but not limited to the Credit Union's right to pay or transfer any deposits by the order of any owner, to accept a pledge of all sums deposited now or in the future from any owner, and to enforce any legal or contractual lien rights as to any owner's obligations.

By signing below, you make application for membership in Texans Credit Union and agree to subscribe to one share. In relation to my/our account, and by signature(s) below, each applicant agrees that the Credit Union may undertake to verify his/her eligibility for any account(s) and service(s) now and in the future as specifically detailed in Section 5 of the MAA. In addition, I/we authorize the Credit Union to: check my/our credit and employment history at any time; to request and use reports regarding same; to obtain information concerning any accounts with other institutions and my/our credit history; to request any credit reports; and to report information concerning my/our account(s) to others. Each person signing below acknowledges that he/she has read and understands the Credit Union MAA, Truth in Saving Rate Schedule, Deposit Account Disclosure and the Member Fee Schedule which is incorporated into the MAA.

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ct") is provided above; or if I/we later provide such to the Credit Union via other communications including online banking or social media, I/we agree to use this contact to provide information to me/us about my/our accounts and services, to reply to any inquiry, or to provide other information to me/us. I/we understand that this consent is not required to be given in writing, and may be by dialing the cell phone, by autodialer, text or robo text methods. I/we understand that this consent is not required to be given in writing, and may be by dialing the cell phone, by autodialer, text or robo text methods. I/we understand that this consent is not required to be given in writing, and may be by dialing the cell phone, by autodialer, text or robo text methods.

X \_\_\_\_\_  
Joint Signature

Deal # 93875  
Stock # 5262030

# Application for Texas Title and/or Registration

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                |                                                    |                                                                                     |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------------------------------------|----------------|
| Applying for (please check one):<br><input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                 |                                                                                                                                                                                 |                        | <b>TAX OFFICE USE ONLY</b>                                                                                                                                                                                                                                     |                                                    |                                                                                     |                |
| For a corrected title or registration, check reason:<br><input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                                                                                                                                                                 |                        | County: _____<br>Doc # _____<br><input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____                                                                                                                                                 |                                                    |                                                                                     |                |
| 1. Vehicle Identification Number<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                 | 2. Year<br><b>2024</b>                                                                                                                                                          | 3. Make<br><b>CADI</b> | 4. Body Style<br><b>LL</b>                                                                                                                                                                                                                                     | 5. Model<br><b>ESC</b>                             | 6. Major Color<br><b>SIL</b>                                                        | 7. Minor Color |
| 8. Texas License Plate No.<br><b>256</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 9. Odometer Reading (no tenths) | 10. This is the Actual Mileage unless the mileage is:<br><input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt |                        |                                                                                                                                                                                                                                                                | 11. Empty Weight<br><b>6100</b>                    | 12. Carrying Capacity (if any)<br><b>0</b>                                          |                |
| 13. Applicant Type<br><input checked="" type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                 |                                                                                                                                                                                 |                        | 14. Applicant Photo ID Number or FEIN/EIN                                                                                                                                                                                                                      |                                                    |                                                                                     |                |
| 15. ID Type<br><input checked="" type="checkbox"/> U.S. Driver License/ID Card (Issued by: <b>TX</b> )<br><input type="checkbox"/> Passport (Issued by: _____)<br><input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                 |                                                                                                                                                                                 |                        | <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID<br><input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID<br><input type="checkbox"/> Other Military Status of Forces Photo ID |                                                    |                                                                                     |                |
| 16. Applicant First Name (or Entity Name)<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                                                                                                                                                                 |                        | Suffix (if any)                                                                                                                                                                                                                                                |                                                    |                                                                                     |                |
| 17. Applicant first name (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                 | Middle Name                                                                                                                                                                     |                        | Last Name                                                                                                                                                                                                                                                      |                                                    | Suffix (if any)                                                                     |                |
| 18. Applicant Mailing Address<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                 | City<br><b>KATY</b>                                                                                                                                                             | State<br><b>TX</b>     | Zip<br>[REDACTED]                                                                                                                                                                                                                                              | 19. Applicant County of Residence<br><b>HARRIS</b> |                                                                                     |                |
| 20. Previous Owner Name (or Entity Name)<br><b>SEWELL CADILLAC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 | City<br><b>HOUSTON</b>                                                                                                                                                          | State<br><b>TX</b>     | 21. Dealer GDN (if applicable)<br><b>P113269</b>                                                                                                                                                                                                               | 22. Unit No. (if applicable)                       |                                                                                     |                |
| 23. Renewal Recipient First Name (or Entity Name) (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 | Middle Name                                                                                                                                                                     |                        | Last Name                                                                                                                                                                                                                                                      |                                                    | Suffix (if any)                                                                     |                |
| 24. Renewal Notice Mailing Address (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 | City                                                                                                                                                                            |                        | State                                                                                                                                                                                                                                                          |                                                    | Zip                                                                                 |                |
| 25. Applicant Phone Number (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 | 26. Email (optional)<br>[REDACTED]                                                                                                                                              |                        | 27. Registration Renewal eReminder<br><input type="checkbox"/> Yes (Provide Email in #26)                                                                                                                                                                      |                                                    | 28. Communication Impediment?<br><input type="checkbox"/> Yes (Attach Form VTR-216) |                |
| 29. Vehicle Location Address (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                 | City                                                                                                                                                                            |                        | State                                                                                                                                                                                                                                                          |                                                    | Zip                                                                                 |                |
| 30. Multiple (Additional) Liens<br><input type="checkbox"/> Yes (Attach Form VTR-267)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                 | 31. Electronic Title Request<br><input type="checkbox"/> Yes (Cannot check #30)                                                                                                 |                        | 32. Certified/eTitle Lienholder ID Number (if any)                                                                                                                                                                                                             |                                                    | 33. First Lien Date (if any)                                                        |                |
| 34. First Lienholder Name (if any)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                 | Mailing Address                                                                                                                                                                 |                        | City                                                                                                                                                                                                                                                           |                                                    | State                                                                               |                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                 |                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                |                                                    | Zip                                                                                 |                |
| 35. Check only if applicable:<br><input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c)).<br><input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code §152.002(c)). GDN or Lessor Number _____                                                                                                                                                                                                                                                                                                                                                                                          |                                 |                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                |                                                    |                                                                                     |                |
| 36. Trade-In (if any)<br><input type="checkbox"/> Yes (Complete)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 | Year                                                                                                                                                                            | Make                   | Vehicle Identification Number                                                                                                                                                                                                                                  |                                                    | 37. Additional Trade-In(s)<br><input type="checkbox"/> Yes                          |                |
| 38. Check only if applicable:<br><input type="checkbox"/> (a) Sales Price (\$ _____ rebate has been deducted)<br><input type="checkbox"/> (b) Less Trade-In Amount, described in Box 36 above<br><input type="checkbox"/> (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above<br><input type="checkbox"/> (d) Taxable Amount (Item a minus Item b or Item c)<br><input type="checkbox"/> (e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)<br><input type="checkbox"/> (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%<br><input type="checkbox"/> (g) Tax Paid to _____ (STATE)<br><input type="checkbox"/> (h) AMOUNT OF TAX AND PENALTY DUE                    |                                 |                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                |                                                    |                                                                                     |                |
| <b>SALES AND USE TAX COMPUTATION</b><br>\$ _____<br><input type="checkbox"/> \$90 New Resident Tax – (Previous State)<br><input type="checkbox"/> \$5 Even Trade Tax<br><input type="checkbox"/> \$10 Gift Tax – Attach Comptroller Form 14-317<br><input type="checkbox"/> \$65 Rebuilt Salvage Fee<br><input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.)<br><input type="checkbox"/> 1.5% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.)<br><input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because:<br>_____<br><input type="checkbox"/> \$28 or \$33 Application Fee for Texas Title<br>(Contact your county tax assessor-collector for the correct fee.) |                                 |                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                |                                                    |                                                                                     |                |
| NOTIFICATION – State law makes falsifying information a third degree felony<br>I declare under penalty of perjury that the information provided is true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable)<br>for a corrected title and the original Texas Certificate of Title is lost or destroyed.                                                                                                                                                                                                                                                                                                                                                                                       |                                 |                                                                                                                                                                                 |                        |                                                                                                                                                                                                                                                                |                                                    |                                                                                     |                |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 |                                                                                                                                                                                 |                        | Printed Name(s) (Same as Signature(s))                                                                                                                                                                                                                         |                                                    | Date                                                                                |                |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                 |                                                                                                                                                                                 |                        | Printed Name (Same as Signature)                                                                                                                                                                                                                               |                                                    | Date                                                                                |                |
| Signature(s) of Additional Applicant(s)/Owner(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                 |                                                                                                                                                                                 |                        | Printed Name(s) (Same as Signature(s))                                                                                                                                                                                                                         |                                                    | Date                                                                                |                |

Deal # 93875  
Stock # 5262030

# Application for Texas Title and/or Registration

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                |                                     |                                                                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------|--|
| Applying for (please check one):<br><input checked="" type="checkbox"/> Title & Registration <input type="checkbox"/> Title Only <input type="checkbox"/> Registration Purposes Only <input type="checkbox"/> Nontitle Registration                                                                                                                                                                                                                                                                                                                                  |                                        |                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                |                                     | TAX OFFICE USE ONLY                                                                                             |  |
| For a corrected title or registration, check reason:<br><input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other:                                                                                                                                                                                                                                                                                                                                                                                        |                                        |                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                |                                     | County: _____<br>Doc #: _____<br><input type="checkbox"/> SPV <input type="checkbox"/> Appraisal Value \$ _____ |  |
| 1. Vehicle Identification Number<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2. Year<br>2024                        | 3. Make<br>CADI                                                                                                                                                                                                                                                                     | 4. Body Style<br>LL | 5. Model<br>ESC                                                                                                                                                                                                                                                | 6. Major Color<br>SIL               | 7. Minor Color                                                                                                  |  |
| 8. Texas License Plate No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9. Odometer Reading (no tenths)<br>256 | 10. This is the Actual Mileage unless the mileage is:<br><input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt                                                                                                     |                     | 11. Empty Weight<br>6100                                                                                                                                                                                                                                       | 12. Carrying Capacity (if any)<br>0 |                                                                                                                 |  |
| 13. Applicant Type<br><input checked="" type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Non-Profit                                                                                                                                                                                                                                                                                                                                                        |                                        |                                                                                                                                                                                                                                                                                     |                     | 14. Applicant Photo ID Number or FEIN/EIN                                                                                                                                                                                                                      |                                     |                                                                                                                 |  |
| 15. ID Type<br><input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: TX)<br><input type="checkbox"/> Passport (issued by: )<br><input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID                                                                                                                                                                                                                                                                                                                                         |                                        |                                                                                                                                                                                                                                                                                     |                     | <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID<br><input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID<br><input type="checkbox"/> Other Military Status of Forces Photo ID |                                     |                                                                                                                 |  |
| 16. Applicant First Name (or Entity Name)<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        | Middle Name<br>[REDACTED]                                                                                                                                                                                                                                                           |                     | Last Name<br>[REDACTED]                                                                                                                                                                                                                                        |                                     | Suffix (if any)                                                                                                 |  |
| 18. Applicant Mailing Address<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | City<br>KATY                                                                                                                                                                                                                                                                        |                     | State<br>TX                                                                                                                                                                                                                                                    |                                     | Zip<br>[REDACTED]                                                                                               |  |
| 20. Previous Owner Name (or Entity Name)<br>SEWELL CADILLAC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | City<br>HOUSTON                                                                                                                                                                                                                                                                     |                     | State<br>TX                                                                                                                                                                                                                                                    |                                     | 21. Dealer GDN (if applicable)<br>P113269                                                                       |  |
| 23. Renewal Recipient First Name (or Entity Name) (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        | Middle Name                                                                                                                                                                                                                                                                         |                     | Last Name                                                                                                                                                                                                                                                      |                                     | Suffix (if any)                                                                                                 |  |
| 24. Renewal Notice Mailing Address (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                        | City                                                                                                                                                                                                                                                                                |                     | State                                                                                                                                                                                                                                                          |                                     | Zip                                                                                                             |  |
| 25. Applicant Phone Number (optional) 26. Email (optional)<br>[REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                        |                                                                                                                                                                                                                                                                                     |                     | 27. Registration Renewal eReminder<br><input type="checkbox"/> Yes (Provide Email in #26) <input type="checkbox"/> No                                                                                                                                          |                                     | 28. Communication Impediment?<br><input type="checkbox"/> Yes (Attach Form VTR-216) <input type="checkbox"/> No |  |
| 29. Vehicle Location Address (if different)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                        | City                                                                                                                                                                                                                                                                                |                     | State                                                                                                                                                                                                                                                          |                                     | Zip                                                                                                             |  |
| 30. Multiple (Additional) Liens<br><input type="checkbox"/> Yes (Attach Form VTR-267)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        | 31. Electronic Title Request<br><input type="checkbox"/> Yes (Cannot check #30)                                                                                                                                                                                                     |                     | 32. Certified/eTitle Lienholder ID Number (if any)                                                                                                                                                                                                             |                                     | 33. First Lien Date (if any)<br>04/10/2024                                                                      |  |
| 34. First Lienholder Name (if any)<br>TEXANS CREDIT UNION, 777 E CAMPBELL ROAD SUITE 300, RICHARDSON, TX 75081                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        | Mailing Address                                                                                                                                                                                                                                                                     |                     | City                                                                                                                                                                                                                                                           |                                     | State<br>TX                                                                                                     |  |
| 35. Check only if applicable:<br><input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. _____ and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046(c))<br><input type="checkbox"/> I am a dealer or lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code §152.002(c)). GDN or Lessor Number _____                                                                                                                                                                                                   |                                        |                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                |                                     |                                                                                                                 |  |
| 36. Trade-in (if any)<br><input type="checkbox"/> Yes (Complete)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        | Year                                                                                                                                                                                                                                                                                | Make                | Vehicle Identification Number                                                                                                                                                                                                                                  |                                     | 37. Additional Trade-in(s)<br><input type="checkbox"/> Yes                                                      |  |
| 38. Check only if applicable:<br><input checked="" type="checkbox"/> (a) Sales Price (\$ 0.00 rebate has been deducted)<br>(b) Less Trade-in Amount, described in Box 36 above<br>(c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above<br>(d) Taxable Amount (Item a minus Item b or Item c)<br>(e) 6.25% Tax on Taxable Amount (Multiply Item d by .0625)<br>(f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10%<br>(g) Tax Paid to _____ (STATE)<br>(h) AMOUNT OF TAX AND PENALTY DUE |                                        | SALES AND USE TAX COMPUTATION<br>\$ 118180.22<br>\$ 0.00<br>\$ 0.00<br>\$ 118180.22<br>\$ 7386.26<br>\$ 0.00<br>\$ 7386.26<br><input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title<br>(Contact your county tax assessor-collector for the correct fee.) |                     |                                                                                                                                                                                                                                                                |                                     |                                                                                                                 |  |
| CERTIFICATION – State law makes falsifying information a third degree felony<br>I certify that the information provided on this application is true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable)<br>I am applying for a corrected title and the original Texas Certificate of Title is lost or destroyed.                                                                                                                                                                                     |                                        |                                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                |                                     |                                                                                                                 |  |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        | SEWELL CADILLAC                                                                                                                                                                                                                                                                     |                     |                                                                                                                                                                                                                                                                |                                     | 04/10/2024                                                                                                      |  |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        | Printed Name(s) (Same as Signature(s))                                                                                                                                                                                                                                              |                     |                                                                                                                                                                                                                                                                |                                     | Date                                                                                                            |  |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        | [REDACTED]                                                                                                                                                                                                                                                                          |                     |                                                                                                                                                                                                                                                                |                                     | 04/10/2024                                                                                                      |  |
| [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        | Printed Name (Same as Signature)                                                                                                                                                                                                                                                    |                     |                                                                                                                                                                                                                                                                |                                     | Date                                                                                                            |  |
| Signature(s) of Additional Applicant(s)/Owner(s)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                        | Printed Name(s) (Same as Signature(s))                                                                                                                                                                                                                                              |                     |                                                                                                                                                                                                                                                                |                                     | Date                                                                                                            |  |

# SEWELL CADILLAC OF HOUSTON 12221 KATY FREEWAY HOUSTON TX 77079

## Your Credit Score and the Price You Pay for Credit

Credit Score For: KEVIN MOUSAVI 2610 Morganfair lane Katy TX 77450

### Your Credit Score

Your credit score

828

Source: EQUIFAX

Date: 04/09/2024

### Understanding Your Credit Score

What you should know about credit scores

Your credit score is a number that reflects the information in your credit report.

Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.

Your credit score can change, depending on how your credit history changes.

How we use your credit score

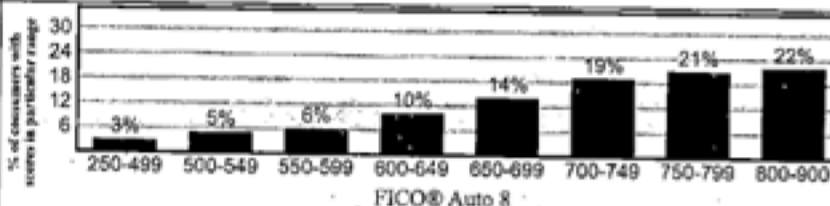
Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.

The range of scores

Scores range from a low of 250 to a high of 900.

Generally, the higher your score, the more likely you are to be offered better credit terms.

How your score compares to the scores of other consumers



Your credit score ranks higher than 89 percent of U.S. consumers.

### Checking Your Credit Report

What if there are mistakes in your credit report?

You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.

It is a good idea to check your credit report to make sure the information it contains is accurate.

How can you obtain a copy of your credit report?

Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.

To order your free annual credit report —

**By telephone:** Call toll-free: 1-877-322-8228

**On the web:** Visit [www.annualcreditreport.com](http://www.annualcreditreport.com)

**By Mail:** Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <http://www.ftc.gov/bcp/edu/resources/forms/requestformfinal.pdf>) to:

How can you get more information?

Under federal law, visit the Federal Reserve Board's commission's web site at [www.ftc.gov](http://www.ftc.gov), or the Consumer finance.gov/learnmore.

Date:

4.10.24



## Credit Application

[X] You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the dealer submits my application ("you") to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.

**Monitoring, Recording, and Collection Communications**

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

Credit App

Applicant

Date

4.10.24

**Optional Consent**

Applicant:

By signing below, you agree to receive advertisements or telemarketing messages using an automatic telephone dialing system or an artificial or prerecorded voice, on behalf of the dealer, finance source that purchases your retail installment sales contract or lease agreement, or both, at the following telephone number(s): 832-452-9886, 281-644-2400. You further acknowledge that your consent is not required as a condition of applying for or receiving an extension of credit.

Applicant: By

Date

## RouteOne® Credit Application: Applicant

|                                                                                                                                                               |                          |                                  |                                   |                                    |                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------|-----------------------------------|------------------------------------|----------------------------------|
| Title (optional)                                                                                                                                              | Middle                   |                                  | Suffix                            | Date of Birth                      | Soc. Sec. #                      |
| Present Address Line 1                                                                                                                                        | Time at Present Address  |                                  | Driver's License # / State        |                                    |                                  |
| Present Address Line 2                                                                                                                                        | City                     | County                           | State                             | ZIP                                |                                  |
| Present Address Line 2                                                                                                                                        | Katy                     |                                  | TX                                | 77450-7513                         |                                  |
| Previous Address Line 1                                                                                                                                       | Time at Previous Address |                                  | Present Address Urbanization Code |                                    |                                  |
| Previous Address Line 2                                                                                                                                       | City                     |                                  | State                             | ZIP                                |                                  |
| Home Phone                                                                                                                                                    | Cellular Phone           |                                  |                                   |                                    |                                  |
| Education                                                                                                                                                     |                          |                                  |                                   |                                    |                                  |
| No. of Dependents                                                                                                                                             |                          |                                  |                                   |                                    |                                  |
| Current Employment Title                                                                                                                                      |                          |                                  |                                   |                                    |                                  |
| General Manager                                                                                                                                               |                          | Employment Status                |                                   | Employment Type                    |                                  |
| Full Time                                                                                                                                                     |                          |                                  |                                   |                                    |                                  |
| Current Employer                                                                                                                                              |                          |                                  |                                   |                                    |                                  |
| Hilton Garden Inn                                                                                                                                             |                          |                                  |                                   |                                    |                                  |
| Current Employer Address Line 1                                                                                                                               |                          |                                  |                                   |                                    |                                  |
| Current Employer Address Line 2                                                                                                                               |                          |                                  |                                   |                                    |                                  |
| City                                                                                                                                                          |                          | State                            | ZIP                               |                                    |                                  |
| Current Employer Phone Number                                                                                                                                 | Business Ph. Ext.        | Time at Current Job              | Business Email Address            |                                    |                                  |
|                                                                                                                                                               |                          | 25 years 0 months                |                                   |                                    |                                  |
| Previous Employer                                                                                                                                             | Previous Occupation      | Previous Employer Phone Number   | Time at Previous Job              |                                    |                                  |
|                                                                                                                                                               |                          |                                  |                                   |                                    |                                  |
| Previous Employer Address Line 1                                                                                                                              |                          |                                  |                                   |                                    |                                  |
| Previous Employer Address Line 2                                                                                                                              |                          |                                  |                                   |                                    |                                  |
| City                                                                                                                                                          |                          | State                            | ZIP                               |                                    |                                  |
| Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. |                          |                                  |                                   |                                    |                                  |
| Gross Income                                                                                                                                                  | Income Received          | Other Income Source              | Other Income                      | Other Income Received              | Monthly Support/Alimony Received |
| \$325,000.00                                                                                                                                                  | Yearly                   |                                  |                                   |                                    |                                  |
| Residence Type                                                                                                                                                |                          |                                  |                                   |                                    |                                  |
| Owns home outright                                                                                                                                            |                          |                                  |                                   |                                    |                                  |
| Landlord Name / Mortgage Co.                                                                                                                                  |                          | Landlord / Mortgage Phone Number |                                   | Monthly Rent / Mortgage Payment    |                                  |
|                                                                                                                                                               |                          |                                  |                                   | \$0.00                             |                                  |
| Bank Name                                                                                                                                                     |                          | Bank Account Type/Code           |                                   |                                    |                                  |
| Creditor Reference #1 - Name / Address                                                                                                                        |                          | Creditor Balance #1              |                                   | Creditor Monthly Payment #1        |                                  |
| Creditor Reference #2 - Name / Address                                                                                                                        |                          | Creditor Balance #2              |                                   | Creditor Monthly Payment #2        |                                  |
| Company Financing Auto Loan                                                                                                                                   |                          | Previous Auto Loan Acct #        | Previous Auto Loan Balance        | Previous Auto Loan Monthly Payment |                                  |
| Nearest Relative Last Name                                                                                                                                    |                          | First                            | Nearest Relative Address Line 1   | Relationship                       | Phone #                          |
| Nearest Relative Address Line 2                                                                                                                               |                          | City                             | State                             | ZIP                                |                                  |
| Additional Reference #1 - Last Name                                                                                                                           | First Name               | Address                          | City                              | State                              | ZIP                              |
| Additional Reference #2 - Last Name                                                                                                                           | First Name               | Address                          | City                              | State                              | ZIP                              |
| Bankruptcy Indicator                                                                                                                                          | Bankruptcy Date          | Repossession Indicator           | Repossession Date                 |                                    |                                  |