

TOYOTA OF BOERNE .com

31 205 IH 10 West • Boerne, TX 78006
S.A. (210) 870-1800 • Boerne (830) 755-8100

CUST # 231358
DEAL # 344849
AGREEMENT TO PURCHASE

New Demo Pre-Owned Stock No. 1212595

Date of Sale 06/17/2021

| | | | | | |
|-----------------|------------------------|--------------|----------------|-----------|-------------|
| Register To | VIJAY PYDALA | Agent | ALLSTATE INSUR | Yr & Make | 2021 TOYOTA |
| Mailing Address | 4980 USAA BLVD APT 723 | Office Phone | (847) 559-1800 | Model No. | RAV4 |
| City & State | SAN ANTONIO TX | Home Phone | (210) 975-7994 | Color | WHITE |
| Zip | 78240 | Body Style | ID SUV FWD | | |
| E-Mail Address | pydalavijay@gmail.com | | | | |

| | | | |
|--------------------|-----|---|--------------------------|
| ACCESSORIES | | SERIAL NO. | 2T3C1RFV0MW155456 |
| N/A | N/A | MILEAGE | 3 |
| N/A | N/A | Because vehicle prices are subject to change without notice from the Manufacturer, Toyota of Boerne cannot guarantee the List Price of this vehicle. Should the price change before delivery of this vehicle, the customer has the option of cancelling this order. | |
| N/A | N/A | LIEN INFORMATION | TOYOTA MOTOR CREDIT CORP |
| N/A | N/A | P.O. BOX | 105386 |
| N/A | N/A | ATLANTA GA | 30348 |
| N/A | N/A | Amt. of Draft \$ | 29000.00 |
| N/A | N/A | Phone No. | (800) 874-8822 |
| N/A | N/A | Lien Dated | 06/17/2021 |
| N/A | N/A | Quoted by | |
| N/A | N/A | Instructions Draft thru | |
| LOCALLY INSTALLED | | | |
| LOCALLY REMOVED | | | |

| DESCRIPTION OF TRADE-IN | | | |
|-------------------------|-----|---------------------|------------|
| YEAR | N/A | MAKE | N/A |
| MODEL | | BODY TYPE | N/A |
| CYL | N/A | MILEAGE | N/A |
| COLOR | N/A | TRIM | N/A |
| LICENCE NO. | N/A | SERIAL NO. | N/A |
| PAY OFF INFORMATION | | | |
| To | N/A | Draft | Send Check |
| Address | N/A | Drafting Quoted To | |
| City | N/A | Date Drafting Given | |
| State | N/A | Zip | N/A |
| Phone No. | N/A | Loan (Acct. No.) | N/A |
| Amount Payoff | N/A | Quoted By | |
| Date (Good Until) | N/A | Quoted To | |

| | | |
|--|---|-----------|
| Selling Price | | 27,661.96 |
| Trade Allowance | - | N/A |
| Net Balance Due | = | 27,661.96 |
| Sales Tax | + | 1,682.00 |
| License, Used Car Transfer, Title Appl, State Inspec., County Rd. & Bridge Fee | + | 208.00 |
| Documentary Fee* | + | 150.00 |
| Dealer's Inventory Tax | + | 48.04 |
| Full Service Deputy Fee | | N/A |
| Payoff | + | N/A |
| Total Cash Price | = | 29,750.00 |
| Cash Receipt # | - | N/A |
| Cash Receipt # | - | N/A |
| REBATE | + | 750.00 |
| VSA/GAP/AUTO CARE | + | N/A |
| N/A | + | N/A |
| Balance Due | = | 29,000.00 |

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 COBRARSE 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.

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.

INCLUDED AS PROVISIONS OF AGREEMENT
Execution of this Agreement To Purchase herewith is an expression of good faith on the part of the Seller as well as the Buyer in that the Seller is agreeing to sell the designated vehicle under the terms and conditions set forth and agreed to by the Buyer, provided the designated financial institution approves the finance terms. Seller agrees to hold the designated vehicle for delivery for the Buyer for the period not to exceed 72 hours from the time of the execution of the Agreement to Purchase.

If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit on terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit.

Manufacturer Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly OR that the customer has the option of cancelling this order.

If the Buyer's used car trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in.

Buyer agrees to deliver that original bill of sale and the title to any trade-in within 72 hours along with the delivery of the trade-in and further agrees to execute any and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, non-repairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed.

Buyer assumes responsibility for any difference in payoffs in excess of amount shown and agrees to pay such differences in cash on demand. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflects the results of tests performed, required or prescribed by government agency, upon which Seller has relied.

It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid Seller for the vehicle.

Buyer understands that the Seller is bound only by this Agreement and has no responsibility for oral agreements by anyone representing the Seller. Buyer by his/her signature below acknowledges he/she has read this Agreement and understands fully. Buyer agrees to all the above listed charges.

BUYER _____

CREDIT SALE. The following is an offer to purchase vehicle described hereon credit on terms described herein and authorization to obtain information to determine credit worthiness of customer. NO CONTRACTUAL RELATIONSHIP IS HEREBY CREATED. Full disclosure as required by Federal Consumer Protection Act will be made prior to consummation of credit transaction by buyer's signature to an installment contract.

TOYOTA OF BOERNE
06/17/2021

Date Approved By _____ Approved Date _____
Signature (Credit Sales) _____

DISCLAIMER OF WARRANTIES
THE SELLER, TOYOTA OF BOERNE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND TOYOTA OF BOERNE NETHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICES SOLD BY SELLER.

CARMAX[®]**Vehicle Purchase Agreement**

Seller's Name
VIJAY PYDALA

Seller's Address
4880 USAA BLVD, APT 723
SAN ANTONIO, TX 78240

Seller's Name

Seller's Address

Purchaser's Store Name / Location
CARMAX - SAN ANTONIO

3611 FOUNTAINHEAD DRIVE
SAN ANTONIO, TX 78229

VEHICLE YOU ARE SELLING (THE "VEHICLE")

Year 2021 Make TOYOTA Model RAV4

VIN 2T3C1RFV0MW155456 Mileage 215

| | |
|---|---|
| (1) Appraisal Offer | \$ 33,000.00 |
| (2) Discharge of Lien to: <u>TOYOTA FINANCIAL SERVICES</u> Lienholder <u>7040326865370001</u> Account No. <u>5005 N RIVER BLVD NE</u> Address (Street) <u>CEDAR RAPIDS, IA 52411</u> (City/State/Zip) <u>(800) 874-8822</u> Phone | \$ <u>28,093.81</u> Estimated Payoff |
| (3) ESP and/or GAP Cancellation | \$ <u>0.00</u> ESP and/or GAP Cancellation Amount |
| (4) Amount Due to Seller (if 2 - 3) is less than (1)). | \$ <u>3,806.19</u> Positive Equity |
| (5) Amount Due to Purchaser (if 2 - 3) is greater than (1)). | \$ <u>0.00</u> Negative Equity |

By executing this Vehicle Purchase Agreement (the "Agreement"), you sell, transfer, and convey all rights, title, and interest in and to the Vehicle to CarMax, its successors and assigns, and CarMax accepts all such rights, title, and interest in and to the Vehicle. You warrant and represent that (a) you are the sole legal and record owner of the Vehicle and that, except as identified in Line (2) above, no other party has any interest or claim of interest in or to the Vehicle, (b) the Vehicle is free from all security interests, liens, charges, claim of ownership, and encumbrances and (c) that you have the right to sell the Vehicle outright or upon payoff of the Lienholder(s) shown in Line 2 the Vehicle will be free from all liens. The sale of the Vehicle to CarMax is a final sale and is not connected in any way to a purchase of another vehicle by you from CarMax.

MILEAGE DISCLOSURE

You warrant and represent that the mileage identified above and on the instruments to transfer title reflects the actual mileage of the Vehicle unless one of the following statements is checked:

Reflects the amount of mileage in excess of mechanical limits is NOT actual mileage (odometer discrepancy).

LIENHOLDER INFORMATION

You accept CarMax's offer to purchase the Vehicle for the amount specified in Line (1) above, which is equal to the offer amount on the Appraisal Offer form previously provided to you and incorporated by reference. If there is/are lienholder(s) for the Vehicle, CarMax will pay the amount of the liens obtained from the lienholder(s) on your behalf, as reflected in Line (2) ("Estimated Payoff"). You authorize CarMax to contact the lienholder(s) to obtain whatever information is necessary to pay off the liens and transfer title and you give the lienholder(s) authorization to release this information to CarMax. The Estimated Payoff may be greater or less than the amount that is actually due to the lienholder(s) to transfer title ("Actual Payoff"). You agree to pay CarMax the difference between the Total Estimated Payoff and the Actual Payoff plus any additional costs incurred by CarMax, upon demand. In order for you to transfer a marketable certificate of title, all liens on the Vehicle must be paid. If the Actual Payoff is less than the Total Estimated Payoff, you will receive a refund of the difference from your lienholder. If you purchased another vehicle from CarMax and financed the other vehicle with CarMax and your refund is \$200 or more, CarMax will send the refund to the lienholder that purchased your retail installment contract.

CarMax will pay you the amount specified in Line 4 (if any) in one of two ways. CarMax may issue you a bank draft for the amount specified in Line 4, which must be deposited and may be held by your bank. If you are purchasing another vehicle from CarMax at the time you are selling this Vehicle, you may have the amount specified in Line 4 applied to the purchase of that Vehicle either as a "trade-in credit" or "down payment."

You agree that if the amount shown in Line 2 minus Line 3 is greater than Line 1, you will pay CarMax the difference shown in cash or certified funds, as reflected in Line 5 ("Negative Equity"), which may increase in the event the Total Estimated Payoff is less than the Actual Payoff. If you are purchasing another vehicle from CarMax, the entity financing that transaction may agree to finance the Negative Equity and will pay CarMax the Negative Equity on your behalf. If you purchase another vehicle from CarMax and subsequently return the vehicle, you agree to repay CarMax the entire amount of the Negative Equity in cash or other certified funds at or before return.

TITLE TRANSFER

You warrant and represent that none of the title or ownership documents presented by you, including, but not limited to, the certificate of title, odometer disclosure statements, vehicle registration, and/or power of attorney, are altered, forged, fraudulent, obtained by unlawful or fraudulent means, and/or falsified in any way. You warrant and represent that all statements, disclosures, representations, and warranties you have provided us herein and as shown on the Appraisal Offer form and the instruments used to transfer title, are true, correct, and complete. In the event any of the information provided is incorrect, incomplete, false, and/or fraudulent or if the information on the certificate of title or title history is different from the warranties and representations provided, you will be deemed to have breached this Agreement. Our ability to secure a marketable certificate of title for the Vehicle is a condition subsequent to this Agreement. If, for any reason, we are unable to secure a marketable certificate of title, you will be deemed to have breached this Agreement. You agree to cooperate with CarMax in the completion and execution of any and all documents required to transfer title under applicable state law, including but not limited to, execution of title documents or instruments to transfer title, odometer disclosure statements, and damage disclosure statements. Your refusal to cooperate will be considered a breach of this Agreement.

You warrant and represent that, unless indicated on the Appraisal Offer, the Certificate of Title for this Vehicle is not now nor has ever been branded "Salvage," nor is it a recovered theft vehicle or purchased with stolen funds. A Salvage vehicle is defined as a vehicle (1) acquired by an insurance company as part of the claims process, (2) damaged as a result of collision, fire, flood, or another occurrence

PFF29)
Order # 2076221
Revision Date 06/15

Legal - KMK
MIS: 1600000/1800001