

CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES

A. PURPOSE. We will be using electronic technology to create “transaction records” and complete your vehicle transaction. This means that whenever allowed by federal and state law:

1. You will be asked to view electronic versions of the transaction records (the “electronic transaction records”) and then “e-sign” those electronic transaction records with an electronic signature instead of signing paper copies of the transaction records with an ink pen; and

2. Notwithstanding any other provisions to the contrary in any third-party electronic document signing platforms that may be used for your transaction, we will provide you with copies of the electronic transaction records that you e-sign (and copies of documents that you do not sign and which are presented to you as informational or which do not require your signature, such as our Privacy Notice) and those copies may be provided to you in either paper form or in PDF via electronic media or encrypted email.

B. REQUIRED DISCLOSURES. We are required by law to obtain your affirmative consent to this process after providing you with the following information:

1. You have the right to receive all electronic transaction records in non-electronic form, and to withdraw your consent to e-signing the electronic transaction records at any time.

Let us know at any time if you prefer to sign and receive paper copies of the transaction records. However, be aware that withdrawing consent will require you to re-sign paper versions of the transaction records with an ink signature.

There are certain transaction records that we are not legally permitted to deliver electronically even with your consent. Additionally, we maintain sole discretion to provide you with any or all transaction records in paper form even after you have chosen to receive them electronically.

2. Your consent to sign and receive documents electronically only applies to this transaction.

While you may be a repeat customer or do business with us again in the future, your consent today applies only to this particular vehicle transaction. It does not apply to any future service we perform on the vehicle or any other purchase you make at our dealership.

3. How to withdraw consent.

If you no longer want to e-sign and receive electronic transaction records simply let us know that you wish to withdraw consent at any time prior to concluding today’s transaction.

4. You may request a paper copy of all transaction documents that you sign.

We may provide you with an electronic copy of each e-signed electronic transaction record. You may receive paper copies of those electronic records at our option or upon your request.

5. You will need standard hardware and software to access the electronic transaction records.

E-signed electronic transaction records will be provided to you at no charge in PDF format on electronic media or via encrypted email. Viewing the electronic transaction records will require:

- i) A current version of a program that accurately reads and displays PDF files (e.g. Adobe® Acrobat® Reader);
- ii) A computer with an operating system that supports the PDF viewer program; and
- iii) A printer if you wish to print and retain paper versions of the electronic transaction records.

To access the electronic transaction records provided on electronic media, simply plug or load the electronic media into the computer and navigate to the transaction file. Electronic records delivered via encrypted email may be accessed via your email software or service. When we send you an encrypted email, it will state that you have been sent a protected message and advise you to click the button to “Read the message”. You will be prompted to sign in with a one-time passcode. We will have also sent you a second email with your one-time passcode. To view the message, you must enter the one-time passcode into the webpage where it is requested. The encrypted E-Mail can then be viewed. If you do not have a computer, or if you are unable to access the electronic transaction records as described above, we will be happy to provide you with paper versions of the electronic transaction records upon request.

C. CONSENT: By signing below you are providing your consent to e-sign and receive all applicable electronic transaction records as described above. You are also confirming that you have access to the computer hardware and software necessary to view the electronic transaction records or will inform us if you would prefer to receive paper versions of the electronic transaction records.

I have read, understand and consent to the above terms and conditions.

KARTHIK ASHA

Purchaser



Signature

N/A

Co-Purchaser

N/A

Signature

TRADE VEHICLE PAYOFF AUTHORIZATION

FORM# 56409 DEAL# 142131 STORE# 373 STK# NMA42011 CUST# 3544432

Dealership AUTONATION FORD FRISCO 373

Purchaser / Co-Purchaser KARTHIK ASHA 3544432

VEHICLE INFORMATION

2016 NISSAN VERSA
Year, Make, Model

3N1CN7APXGL856800
VIN Number

FINANCING INFORMATION

N/A
Lienholder

N/A
Branch

220 DONALD LYNCH BLVD
Physical Street Address (No PO Box)

MARLBOROUGH, MA, 01752
City, State, Zip

5973584
Account Number

800-328-8797
Phone Number

Payoff Amount (Minimum 5 days remaining when deal is complete and sent to Accounting)

\$ 5576.29
Balance Owed

09/07/2022
Good Until

1.64
Per Diem

DENNEY
Quoted By

Completed By ALEXANDER DENNEY 08/24/2022
(Please Print Name and Date)

If Pay-off balance and/or liens(s) on my vehicle traded-in as described above are in excess of \$ 5576.29, I will pay the additional amount on demand or, if possible it may be added to my Security Agreement.


The balance owed on your trade-in vehicle as disclosed above is based on the information you have provided to us. This payoff amount is only an estimate. We have not been able to confirm the exact balance owed as of the date of this Agreement. If we tender payment to payoff the remaining balance(s) owed, you authorize the lienholder(s) to release the title(s) to the trade-in(s) to us. If 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 within 48 hours of our demand. If you fail to do so, we will place a lien on the vehicle. If the actual amount of the balance owed is less than the amount listed, we will pay the difference to you.

Purchaser represents that the trade-in vehicle (i) does not have a welded or bent frame nor has suffered flood damage; (ii) has never been designated as a "salvage vehicle" or "restored salvage" by any agency; and (iii) has no liens or encumbrances other than as represented. Purchaser agrees to be liable for any damages Dealer may incur if any of the above statements are untrue including attorneys; fees and costs.

TO THE LENDER NAMED ABOVE:

UPON RECEIPT OF A COPY OF THIS AUTHORIZATION, PLEASE ACCEPT THE PAYOFF ON THE ACCOUNT DESCRIBED ABOVE ON MY BEHALF. DEDUCT ANY SECURITY DEPOSITS OR CREDITS I MAY HAVE FROM THE GROSS PAYOFF AMOUNT AND IMMEDIATELY FORWARD TITLE TO THE VEHICLE DESCRIBED ABOVE TO: AUTONATION FORD FRISCO

6850 HWY 121 FRISCO, TX 75034

 08/24/2022 N/A
PURCHASER SIGNATURE CO-PURCHASER SIGNATURE

WE OWE

**AUTONATION FORD FRISCO
6850 HWY 121
FRISCO, TX 75034**

**SM: CODY COFFEY
SP: ALEXANDER DENNEY
CFS: ZANE BEADLES**

| | | |
|-------------------------------|--------------------------------|---------------------------------|
| Stock No. | Deal No. | Customer No. |
| NMA42011 | 142131 | 3544432 |
| Year | Make | Model |
| 2022 | RAPID RED METALLIC FORD | MUSTANG MACH-E |
| VIN | | 3FMTK3R73NMA42011 |
| Purchaser | Home No. | Cell No. |
| KARTHIK ASHA | | |
| Address | Work No. | |
| 8025 OHIO DR APT 12203 | (848) 234-5285 | KARTHIKASHA.MS@GMAIL.COM |
| City | State | Zip |
| PLANO, TX | | 75024 |

| QTY. | DESCRIPTION/PART NO. | ACCOUNT NO. | TOTAL |
|------|-------------------------|-------------|-------|
| | NOTHING PROMISED | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |
| | N/A | | |

I hereby accept this "WE-OWE" with the understanding that it is valid for only 30 DAYS FROM THE DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

YOU OWE

| NAME OF ITEM | DATE DUE |
|--------------|------------|
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |

We require you to provide us information or documents necessary for financing, vehicle registration, and/or other legitimate purposes related to your vehicle transaction. We need the above information from you to complete the transaction. Please provide this information or documents to us within 24 hours so we can complete your vehicle transaction.

08/24/2022

Date



Purchaser Signature

E-SIGNED by ZANE BEADLES

Dealership Representative Signature

TERMS AND CONDITIONS

08/24/2022

1. DEFINITION OF TERMS

This Retail Purchase Agreement contains the following words and phrases that appear throughout and have particular meaning:

Agreement - Means this Retail Purchase Agreement together with any documents incorporated into this Retail Purchase Agreement by operation of law or by express reference, whether such reference is made in this Retail Purchase Agreement or the document itself.

Retail Installment Sales Contract, RISC – Means the separate sales contract that You will be required to sign if You are financing the Vehicle purchase and that will be assigned to a third-party financial institution.

You, Your, Purchaser - Means the Purchaser and Co-Purchaser identified on the first page of this Agreement.

We, Us, Our, Dealer - Means the Seller or Dealer identified on the first page of this Agreement and its authorized employees.

Manufacturer - Means the company that manufactured and/or distributed the Vehicle.

Vehicle - Means the vehicle described on the front of this Agreement that You are purchasing from Us.

Trade-In Vehicle - Means the vehicle that You are delivering to Us as part of this transaction to be applied against the Selling Price of the Vehicle that You are purchasing.

After-Market - Means not manufactured, produced, distributed, or warranted by the Manufacturer of the Vehicle.

2. WARRANTY STATEMENT

WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE INDICATED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN US 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 THE RELATED GOODS AND SERVICES. IF WE SELL A SERVICE CONTRACT ON OUR OWN BEHALF, ANY IMPLIED WARRANTIES WILL APPLY ONLY WITH RESPECT TO THE ITEMS COVERED IN THE SERVICE CONTRACT. THIS WARRANTY STATEMENT DOES NOT LIMIT ANY WARRANTIES SET FORTH IN THIS AGREEMENT OR IN A SEPARATE WRITING GIVEN TO YOU IN CONNECTION WITH YOUR PURCHASE OF THE VEHICLE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.

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.

DECLARACIÓN DE DIVULGACIÓN CONTRACTUAL (VEHÍCULOS USADOS SOLAMENTE): LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

3. PURCHASED VEHICLES

- a. **Additional Equipment, Accessories, Repairs or Services Owed:** You acknowledge that You have inspected the Vehicle and confirmed that, except as specifically listed in a We Owe form signed by You and Us, all equipment, accessories, repairs or services purchased by You or due to You are on the Vehicle or have been provided to You. You further acknowledge that the Vehicle does not have any visible damage that We are obligated to repair, except as specifically identified on a We Owe form. If the We Owe form is blank or otherwise indicates that nothing further is to be done to the Vehicle, You acknowledge that no equipment, accessories, services, or repairs are due to You. Any equipment, accessories, repairs, or services listed on a We Owe form shall be installed or performed within 30 days from the date of delivery of the Vehicle pursuant to an advanced appointment with Our Service Department initiated by You. If You fail or refuse to provide the Vehicle to Us for such installation, repairs, or services, any items or services requested shall remain the property of Dealer and We may keep any cash deposit You have provided, to the extent not prohibited by law.
- b. **Manufacturer Changes in Design or Price:** In the event You have placed an order for the Vehicle and the Manufacturer changes or modifies the design of any part or accessory of the Vehicle after Your order 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. If You have placed an order for the Vehicle and the selling price of the Vehicle is increased prior to delivery to You due to price changes imposed by the Manufacturer, You may cancel this Agreement prior to accepting delivery of the Vehicle.
- c. **After-Market Products, Services, Parts and Accessories:** We offer many value-added protection products, services, parts, and accessories for sale that are not products of the Vehicle's Manufacturer. Coverage, product guarantees and/or warranties on these After-Market products and services are not provided by the Manufacturer or its affiliates, but instead by the maker of the product, a service administrator, and/or an insurer. If You have purchased any AutoNation or other After-Market products, refer to the specific product agreement for terms, conditions, specific coverage details, product guarantees, and service contract and/or warranty information. If You are purchasing a used vehicle, We may have used quality After-Market parts to make repairs or perform maintenance, or We may have installed After-Market equipment or accessories. Any warranty on these parts, equipment and accessories is not provided by the Manufacturer.
- d. **Financing:** If this Agreement is part of a credit purchase, You may secure financing through any financing entity You choose. In addition, at Your request We may assist You in obtaining financing with a third-party financing entity. If We assist You in obtaining financing, We are not acting as an agent for You in obtaining such financing and We may retain a portion of the finance charge that You pay or other compensation. Interest rates may be negotiable. The purchase of protection products is not required to obtain financing or a lower interest rate.
- e. **Recall Disclosure:** We have provided You with a printout containing the Vehicle's recall status. We use electronic and/or automated resources to check for recalls and ensure open safety recall repairs are completed or disclosed before a vehicle is sold. We may not check for or be aware of non-safety recalls, including EPA emissions recalls. Moreover, due to data errors or delays We may not have complete and accurate information regarding all recalls at the time of sale. We do not warranty, guarantee or make any assurances about the information provided by third parties regarding recall status. We are not obligated to advise You of recalls that may be announced after this sale. You may obtain recall information related to the Vehicle at any time by: completing a VIN look-up at the National Highway Traffic Safety Administration (NHTSA) website, www.safercar.gov; accessing resources provided by the Vehicle Manufacturer; or by contacting a dealership that represents the Manufacturer of the Vehicle.
- f. **Used Vehicle History Disclosure:** Our pre-sale used vehicle reconditioning inspections are limited in scope and are not a warranty or guarantee of the mechanical components, equipment, systems, condition, prior use, title history or accident history of the Vehicle (unless otherwise expressly provided pursuant to Manufacturer's Certified Pre-Owned program rules and guidelines or Dealer's Used Vehicle Limited Warranty). You may obtain an independent third-party inspection of the Vehicle prior to purchase. We are not affiliated with CARFAX, have not verified the information in the CARFAX Vehicle History Report, and are not responsible for any inaccuracies therein.

4. 5 DAY / 250 MILE MONEY-BACK GUARANTEE (ELIGIBLE USED/DEMO VEHICLES ONLY)

- a. We are providing a Money-Back Guarantee for eligible vehicles. The Money-Back Guarantee shall not apply to vehicles designated as New on this Agreement, to vehicles with a selling price of \$200,000 or more, to vehicles You decide to purchase at lease end (lease buyouts), to vehicles to which special equipment was added at the time of sale at Your request, or to vehicles delivered to You out of state. You are limited to one Money-Back Guarantee vehicle return during any twelve-month period at any AutoNation owned store. For eligible vehicles, the following terms and conditions apply:
- You must return the Vehicle to the same Dealer location from which the Vehicle was purchased within five (5) business days ("Expiration Date").
 - The Vehicle must have less than 250 miles over the odometer reading at sale as set forth in this Agreement and must be in the same condition (excepting allowable mileage) in which it was delivered to You. You will not be reimbursed for any money spent on the Vehicle while in Your possession.
 - You must return the Vehicle, together with all Vehicle purchase, finance, and/or lease transaction documents to a manager of Dealer no later than the Dealer closing time on the Expiration Date.
 - If You financed any portion of the purchase price of the returned Vehicle, We will pay the financed amount directly to the party providing such financing. Any down payment paid by You shall be refunded to You, subject to subsection v. below.
 - If You traded in a vehicle in connection with the purchase, You shall receive one of the following remedies: **Trade-In Vehicle Not Available** – If Your Trade-In Vehicle has been sold by Us, We shall only be obligated to return the value (in cash) of the Trade-In Vehicle as appraised by Us at the time of the sale, less any amounts due to Us or paid by Us to satisfy any liens or encumbrances thereon. You agree that payment under this section shall be deemed to be full restoration of the consideration provided by Us for the Trade-In Vehicle. If the Trade-In Vehicle's appraised value is less than the total amount paid by Us to satisfy liens or encumbrances thereon, You must pay the difference to Us before the Vehicle will be accepted for return; **Trade-In Vehicle Available** – In the event that the Trade-In Vehicle is still in Our possession, We shall return Your Trade-In Vehicle to You so long as You concurrently pay to Us any amounts due to Us or paid by Us to satisfy any liens or encumbrances thereon. In all cases, regardless of whether the Trade-In Vehicle is available, if You are unable or unwilling to pay Us any amounts due to Us or paid by Us on Your behalf, We may deduct such amounts from any refunds due to You in addition to availing ourselves of any other remedies available to Us at law or in equity.

5. VEHICLE DISCLOSURES AND RECALL STATUS ACKNOWLEDGMENT (USED/DEMO VEHICLES)

If the Vehicle You are purchasing is designated on this Agreement as Used or Demo, You certify and acknowledge as follows:

- Prior to You signing this Agreement, We provided You with each of the following documents:
 - Recall Status from the Manufacturer, NHTSA, CARFAX, or other source listing any open recalls**
 - Manufacturer Certified Pre-Owned (CPO) Vehicle Inspection Report or AutoNation Pre-Owned Vehicle Inspection Report, as applicable**
 - CARFAX Vehicle History Report**
 - Used Vehicle Buyer's Guide**
- Where possible, We gave You the opportunity to schedule or complete recall repairs prior to delivery.
- You have reviewed and understand the above terms of the 5 Day/ 250 Mile Money-Back Guarantee, including that it does not apply to vehicles priced \$200,000 or higher, to lease buyouts, to vehicles with special equipment added at Your request, or to vehicles delivered out of state.
- You have not relied upon any oral statement or promise by any sales associate, sales manager, or other employee of Dealer regarding the prior use, condition, title history or accident history of the Vehicle. You understand and agree that Dealer has not verified the information in the CARFAX Vehicle History Report and is not responsible for any inaccuracies therein.

Purchaser: N/A

Co-Purchaser: N/A

6. TRADE-IN VEHICLES

- Purchaser Representations and Warranties Regarding Trade-In Vehicles:** With respect to each Trade-In Vehicle, You represent and warrant that: (i) the Trade-In Vehicle is properly titled to You, You have the right to sell or otherwise convey such Trade-In Vehicle, and it is free and clear of liens or encumbrances except as may be noted on the first page of this Agreement and/or on a separate Trade Vehicle Payoff Authorization form; (ii) the Trade-In Vehicle has not had its vehicle identification number ("VIN") altered or changed and the VIN appearing on the Trade-In Vehicle corresponds to the VIN which appears on the certificate of title; and (iii) the Trade-In Vehicle has all required air pollution control equipment properly connected and undamaged. In addition, unless You specifically advise Us otherwise in writing, with respect to each Trade-In Vehicle You represent and warrant that the Trade-In Vehicle has never been titled a salvage, junk, rebuilt or lemon law buyback vehicle; is not a gray market vehicle; has never been used in police or taxi service; has not suffered any damage whatsoever to the frame, structural damage, cracks to the engine block, or flood or water penetration damage; You have not removed equipment from the Trade-In Vehicle; and the odometer reading shown is accurate. If any of the foregoing representations and warranties are untrue or incorrect, We may, at Our sole option, retain the Trade-In Vehicle as security and collect damages or We may rescind the purchase of the Trade-In Vehicle and/or Your purchase of the Vehicle.
- Purchaser Obligations with Respect to Trade-In Vehicles:** Any Trade-In Vehicle delivered by You to Us in connection with this transaction shall be accompanied by a title or documents sufficient to enable Us to obtain a title to the Trade-In Vehicle in accordance with applicable state law. You agree to sign any and all documents necessary to comply with Your obligations under this section. You further agree that Your failure to comply with this section will result in Your obligation to pay Us the value of the Trade-In Vehicle in cash.
- Permission to Contact Lienholder:** You acknowledge and agree that You have given Us permission to contact the lienholder on Your Trade-In Vehicle(s) in order to obtain payoff information regarding the Trade-In Vehicle(s) described in this Agreement. You understand that information about Your account(s) is private and that the lienholder may be asked to reveal nonpublic personal information about You to Us. In accordance with federal and state privacy laws, You hereby authorize the lienholder to release Your payoff information to Us and answer any questions that We have with respect to Your account(s). This information will be used only in connection with the transaction that You have initiated and only for the purposes for which it has been provided.
- Damage to Trade-In Vehicle:** If You are delivering a Trade-In Vehicle to Us in connection with this transaction and the delivery of the Trade-In Vehicle to Us will not occur until We deliver the Vehicle to You, the Trade-In Vehicle allowance set forth in this Agreement may be reduced if the value of the Trade-In Vehicle has been materially diminished as a result of physical damage, alteration or deterioration in mechanical condition other than normal wear and tear. If You are dissatisfied with the reduced Trade-In Vehicle allowance, You may cancel this Agreement and We will refund to You any deposit or partial payment, provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.

7. ADDITIONAL TERMS

- a. **No Oral Promises:** YOU ACKNOWLEDGE AND AGREE THAT YOU ARE NOT RELYING UPON ANY STATEMENT OR PROMISE BY ANY SALESPERSON, SALES MANAGER, OR ANY OTHER EMPLOYEE OF OURS THAT IS NOT CONTAINED IN A WRITTEN DOCUMENT EXECUTED BY US AND YOU.
- b. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU SHALL NOT BE ENTITLED TO RECOVER FROM US ANY NON-ECONOMIC DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR MENTAL ANGUISH, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, DAMAGE TO CREDIT OR CREDIT REPUTATION, OR ANY OTHER INDIRECT OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THIS AGREEMENT OR TRANSACTION.
- c. **Purchaser's Rights Due to Dealer's Failure to Deliver Vehicle:** If the Vehicle is not delivered to You as specified in accordance with this Agreement and the failure to deliver is not attributed to You, You have the right to cancel this Agreement and to receive a full refund of Your deposit. If You have delivered a Trade-In Vehicle to Us, the Trade-In Vehicle shall be returned to You, or if the Trade-In Vehicle is not available We shall refund to You the actual value of the Trade-In Vehicle.
- d. **Purchaser's Obligation to Pay:** You grant to Us and We retain a security interest in the Vehicle and any Trade-In Vehicle until such time as You have met Your obligation under this Agreement. If this is a cash sale, payment is demanded and due upon delivery of the Vehicle. If any payment to Us, whether as a deposit or full or partial payment, is made by check which is subsequently dishonored, You agree that, within 24 hours following written or oral notice from Us that the check has been dishonored, You will (a) pay Us the amount of the returned check along with any applicable bank charges, in cash or certified funds, or (b) return the Vehicle to Us. If You fail to timely pay the amount of the returned check and applicable charges in good funds or return the Vehicle to Us, We may, at Our sole option, pursue all available legal remedies that We may have, including reaffirming this Agreement and holding You contractually liable for the Unpaid Balance Due, as shown on the front of this Agreement, or canceling the sale and retaking immediate possession of the Vehicle and collecting from You all reasonable expenses incurred by Us in connection with retaking the Vehicle. Upon return or retaking of the Vehicle, You also agree to pay for any damages to the Vehicle that occurred while the Vehicle was in Your possession or under Your control and a daily rental charge of \$99 for each day that the Vehicle remained in Your possession or under Your control. In the event that Your check is dishonored, We may also retain title to the Vehicle until full payment is received for the dishonored check and applicable bank charges.
- e. **Purchaser's Obligation to Assist with Registration and Titling:** You agree to cooperate and sign all documents and take all necessary steps We may require to enable Us to complete the title application, have a title issued, complete the registration, record any financing entity lien and effectuate the intent of the parties and consummate the transaction as agreed to herein or in the associated Retail Installment Sales Contract.
- f. **Dealer's Rights Upon Default by Purchaser:** In the event of any failure by You to perform Your obligations under this Agreement including, but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, We shall be permitted to collect or retain an amount equal to any damages and reasonable expenses We incur due to Your default. If You have delivered a Trade-In Vehicle to Us as part of this transaction, We may return any Trade-In Vehicle to You if We have not already sold it so long as You concurrently pay to Us any amounts due to Us or paid by Us to satisfy any liens or encumbrances thereon. If We have already sold the Trade-In Vehicle(s), We will refund to You the actual cash value of the Trade-In Vehicle(s) less any amounts due or paid by Us to satisfy any liens or encumbrances thereon, but if the amounts paid by Us to satisfy any liens or encumbrances exceed the actual cash value of the Trade-In Vehicle(s), You must pay the difference to Us. Moreover, in all instances, We may deduct all damages, reasonable expenses and amounts owed to Us from any refunds due to You, in addition to availing ourselves of any other remedies available to Us at law or in equity.
- g. **Jury Trial Waiver:** YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL TO THE FULLEST EXTENT PERMITTED BY LAW.
- h. **Jurisdiction/Venue:** All proceedings described in the Arbitration Provision section of this Agreement shall take place in the county where Dealer is located, unless agreed otherwise by the parties. If a dispute arising under or concerning this Agreement proceeds in court, including by agreement of the parties or by court order, such dispute shall be filed and adjudicated in the courts located in and for the county in which Dealer is located. This Agreement shall be construed and governed by the laws of the state in which Dealer is located.
- i. **Personal Information:** You have provided certain personal and identifying information to Us in connection with this transaction. You expressly consent to Us obtaining such information from Your driver's license or other identifying documents by means of photocopy, scan, swipe, accessing machine-readable information, or otherwise, and copying, retaining and using such information for the purposes of identity verification, fraud prevention, and/or processing of this transaction.
- j. **Electronic Records:** You agree that We may maintain documents and records related to the Vehicle and this Agreement electronically, including, but not limited to, documents and records images, and that We may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, non-judicial or regulatory proceeding related to the Vehicle.
- k. **Communications:** You agree that We may monitor and record telephone calls between You and Us. You expressly consent that We may contact You (by calls, emails, text messages, or other electronic messages) by any means, including but not limited to the use of prerecorded/artificial voice messages or automatic telephone dialing devices. Your express consent applies to any email addresses or telephone numbers We obtain from You or that You provide in any manner and at any time, including email addresses and residential or cellular telephone numbers for which You may incur voice, data, or other charges.
- l. **General Provisions:**
- i. You agree to sign any and all documents necessary to compete the terms of the sale.
 - ii. All pages of this Agreement and any documents incorporated by reference or operation of law comprise the entire Agreement affecting this sale.
 - iii. If any provision of this Agreement is determined to be unenforceable, such provision shall be considered severed from the remaining provisions of this Agreement and such remaining provisions shall be and remain in full force and effect unless otherwise expressly stated.
 - iv. The provisions of this Agreement shall survive the execution of a Retail Installment Sales Contract and/or consummation of Your purchase of the Vehicle. This Agreement shall not become binding upon Us until signed by Our authorized manager, and if a credit purchase, (i) appropriate financing disclosures are made and (ii) a Retail Installment Sales Contract is executed by You and Us.

8. ARBITRATION PROVISION

This section applies to Your: (a) purchase of the Vehicle, and purchase or lease of any other vehicle(s), including any negotiations or application(s) for credit or other dealings or interactions with Dealer and/or Dealer's parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of their respective owners, directors, officers, managers, employees, vendors and agents (hereinafter Dealer and all other parties listed in this subsection (a) collectively referred to as "Dealer Parties"); (b) servicing the Vehicle or any other vehicle(s) with any of the Dealer Parties; and (c) reviewing, negotiating or executing any documents or agreements during the course of interactions with any of the Dealer Parties (collectively, including all subparts listed above, "Purchaser/Dealer Party Interactions").

You and Dealer Parties agree that neutral and binding arbitration on an individual basis only between You and Dealer Parties will be the sole method of resolving any claim, dispute or controversy (collectively, "Claims") that either party has arising out of or relating to Purchaser/Dealer Party Interactions, with the sole exception that either party may file and adjudicate Claims in a small claims court as an alternative to proceeding with arbitration. Claims include, but are not limited to the following: Claims in contract, tort, regulatory, statutory, equitable, or otherwise; Claims relating to any representations, promises, undertakings, warranties, covenants or service; Claims regarding the interpretation, scope, or validity of this Agreement, or arbitrability of any issue; Claims between You and Dealer Parties; and Claims arising out of or relating to Your application for credit, this Agreement and/or any and all documents executed, presented or negotiated during Purchaser/Dealer Party Interactions, or any resulting transaction, service, or relationship, including that with Dealer Parties, or any relationship with third parties who do not sign this Agreement that arises out of the Purchaser/Dealer Party Interactions.

BY ENTERING INTO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO HAVE DISPUTES DECIDED IN COURT (OTHER THAN SMALL CLAIMS COURT) OR BY A JURY. YOU UNDERSTAND THAT DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A COURT ACTION, AND OTHER RIGHTS THAT YOU MAY HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN AN ACTION AGAINST ANY DEALER PARTIES ON A CLASS, REPRESENTATIVE OR OTHER SIMILAR BASIS (COLLECTIVELY, "CLASS ACTION"), INCLUDING ANY RIGHT TO CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL ARBITRATIONS WITH OTHER CLAIMANTS.

To demand arbitration, the party seeking arbitration must serve the opposing party with a written demand for arbitration which includes a detailed statement of the facts supporting the claim and the relief requested. Once a demand for arbitration has been made by either party, arbitration shall be the exclusive means of resolving the subject dispute or controversy. Failure to arbitrate as required herein may subject the party failing to arbitrate to liability for consequential damages sustained by the other party. Any arbitration hereunder shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq., hereinafter the "FAA") and not by any state law concerning arbitration. The parties shall agree in writing as to the arbitration forum and/or arbitration rules. The arbitration will be conducted by a single arbitrator ("Arbitrator") who shall be an attorney or retired judge selected by mutual agreement. If the parties cannot agree on the selection of an Arbitrator, either party may seek appointment of an Arbitrator pursuant 9 U.S.C. § 5. Your portion of the cost of the arbitration itself and/or the Arbitrator's fees shall be limited to the amount of the filing fee in effect for the Federal District Court in the District in which the arbitration takes place at the time the demand is filed. Dealer shall pay all arbitration costs and Arbitrator's fees in excess of that amount, unless the Arbitrator later shifts responsibility for fees under applicable law. Each party, however, shall be responsible for its own attorney or expert fees and litigation costs, unless otherwise awarded by the Arbitrator under applicable law.

The Arbitrator shall follow controlling law and issue a reasoned decision in writing with a supporting opinion based on applicable law. If there is no appeal as stated below, the Arbitrator's award shall be final, binding, and conclusive on the parties (except as otherwise provided for under the FAA) and any unpaid award may be confirmed or entered in any court of competent jurisdiction. At either party's election and within 30 days of receipt of the Arbitrator's award, such award may be appealed to another arbitrator ("Appellate Arbitrator"), who shall be a single person and who shall be chosen in the same manner as described above. The Appellate Arbitrator shall apply to the underlying decision and opinion the same standard of review applicable for review of the rulings from a bench trial of a civil case in the appellate court in the county in which the arbitration is proceeding and shall issue a reasoned decision in writing with a supporting opinion based on such review and applicable law. The Appellate Arbitrator's decision shall be final, binding, and conclusive on the parties (except as otherwise provided for under the FAA) and any unpaid award may be confirmed or entered in any court of competent jurisdiction. In the event either party files a Claim(s) against the other, resulting in a ruling that a portion of this Arbitration Provision is unenforceable, the portion of this Arbitration Provision that has been ruled to be unenforceable shall be severed, and the remaining terms shall be enforced. However, if the portion of the Arbitration Provision that was ruled to be unenforceable is or includes the above waiver of Class Action rights, then this Arbitration Provision shall be unenforceable in its entirety.

Purchaser:  _____

Co-Purchaser: **N/A** _____

9. FINAL SIGNATURE BLOCK

By signing below You represent that You are at least 18 years of age and have authority to enter into this Agreement. You have read all pages of this Agreement in their entirety (including the above Arbitration and Jury Waiver Provisions) and hereby acknowledge that this Agreement is fully filled in and accurately reflects the negotiations and agreements between You and Dealer. If You did not understand any of the above, You have had Your own representative and agent read and explain in Your native language (or have had the opportunity but have elected not to do so) all of the above and foregoing. **NO REPRESENTATIONS HAVE BEEN MADE THAT ARE NOT SET FORTH HEREIN.**

Purchaser Signature:  _____

Co-Purchaser Signature: **N/A** _____

Dealer Signature:  **E-SIGNED by ZANE BEADLES** _____

MAKE SURE YOU RECEIVE A WRITTEN RECEIPT FOR ANY CASH TENDERED ON THIS TRANSACTION



SERVICE CONTRACT

FORM#93698 DEAL# 142131 STORE# 373 STK# NMA42011 CUST# 3544432

ZANE BEADLES

VEHICLE

Year, Make, Model **2022 FORD MUSTANG MACH-E**

VIN **3FMTK3R73NMA42011**

PURCHASER

Purchaser **KARTHIK ASHA**

Address, City, State, Zip **8025 OHIO DR APT 12203 PLANO TX 75024**

E-Mail **KARTHIKASHA.MS@GMAIL.COM**

Home Phone, Cell, Work **(848) 234-5285 N/A (848) 234-5285**

SELLING STORE

Name, Number **AUTONATION FORD FRISCO N0842554**

Address, City, State, Zip, Phone **6850 HWY 121 FRISCO, TX 75034 (972) 335-5000**

Representative **ZANE BEADLES**

LIENHOLDER/LESSOR

Name **TD BANK, N.A.**

Address, City, State, Zip, Phone **PO BOX 675 WILMINGTON OH 45177-0675 (800) 556-8172**

AGREEMENT INFORMATION

| | |
|-------------------------|-------------------|
| Agreement Term | 72 MONTHS |
| Agreement Purchase Date | 08/24/2022 |

| | |
|-------------------------|------------------|
| Agreement Selling Price | \$ 499.00 |
|-------------------------|------------------|

NOTICE TO PURCHASER

- If no Agreement Term is listed above, the Vehicle will be enrolled for the maximum term for which it is eligible. Coverage under this Agreement begins on the Agreement Purchase Date and expires at the end of the Agreement Term listed above.
- The purchase of this Agreement is not a requirement for the purchase, lease or financing of a vehicle.
- This Agreement is not an insurance contract. This is not an automobile liability or physical damage insurance policy. This is a service contract.

N/A

Nevada Residents Only: By initialing this box, You acknowledge that this Agreement contains an Arbitration provision, that You have read and understand the Arbitration Procedure section and affirmatively agree to the terms contained therein.

I (Purchaser), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions of this Agreement, understand and agree to all of the provisions herein.

Purchaser Signature

For Tire & Wheel Protection Assistance Call 1-800-459-7498. See important terms and conditions on the following pages.

The Administrator/Obligor of Tire & Wheel Protection is **Safe-Guard Products International, LLC** | Two Concourse Parkway | Suite 500 | Atlanta, GA 30328 | 1-800-459-7498

In Florida, the Administrator/Obligor of Tire & Wheel Protection is **Safe-Guard Warranty Corporation** | Florida License Number 60126 | Two Concourse Parkway | Suite 500 | Atlanta, GA 30328 | 1-800-459-7498

In Washington, the Obligor of Tire & Wheel Protection is **National Product Care Company** | 175 W. Jackson Blvd | Chicago, IL 60604 | 1-800-459-7498

TIRE & WHEEL PROTECTION SERVICE CONTRACT

1. INTRODUCTION AND PARTIES

The service contract obligations arising out of the Tire & Wheel Protection Service Contract ("Agreement") are between the Purchaser (referred to herein as "Purchaser," "You" or "Your") and the Administrator/Obligor: Safe-Guard Products International, LLC (except in Florida where the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126), Two Concourse Parkway, Suite 500, Atlanta, GA 30328 (referred to herein as "Administrator," "Obligor," "Provider," "We," "Us" or "Our"). In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 1-800-459-7498. **For administration and claims assistance, You may contact Us at the above address, or please call 1-800-459-7498.**

2. DEFINITIONS

- A. **"Administrator," "Obligor," "Provider," "We," "Us" or "Our"** means Safe-Guard Products International, LLC, except in Florida where the Administrator/Obligor is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328. In Washington, the Obligor is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 1-800-459-7498.
- B. **"Agreement"** means this Tire & Wheel Protection Service Contract which is entered into between You and Us.
- C. **"Agreement Purchase Date"** means the date on which You purchased/leased the Vehicle and also the date on which You purchased this Agreement.
- D. **"Cosmetic Damage"** means damage to a wheel that does not affect the performance of the wheel, or its ability to seal with the tire and/or maintain the tire manufacturer's air pressure specifications.
- E. **"Permitted Commercial Purpose"** means a commercial purpose which is commonly categorized as "professional." A Permitted Commercial Purpose is limited to using the Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber).
- F. **"Prohibited Commercial Purpose"** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose involves using the Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passenger for hire (taxi, limousine, or shuttle services), ride share vehicles (including Uber, Lyft, and any other similar services), towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Vehicle is both registered/titled/purchased/leased in a company's name and may be used by multiple drivers.
- G. **"Purchaser," "You" or "Your"** means the Purchaser shown on the Registration Page or the individual to whom this Agreement was last transferred under the transfer provisions of this Agreement.
- H. **"Registration Page"** means the first page of this Agreement.
- I. **"Road Hazard"** means debris on a public roadway such as nails, glass, potholes, rocks, tree limbs or any other object not normally found in the roadway. Road conditions (such as uneven lanes or metal plates) found in construction zones or construction sites are deemed not to be a Road Hazard.
- J. **"Selling Store"** means the automotive dealership described on the Registration Page that sold/leased the Vehicle and sold this Agreement to the Purchaser.
- K. **"Structural Damage"** means damage caused by a Road Hazard that (i) affects the performance of the tire as a result of the tire failing to hold air, and/or (ii) affects the performance of the wheel or its ability to seal with the tire, preventing it from maintaining the tire manufacturer's air pressure specifications (including, but not limited to, crack(s) in the wheel, wheel damage that requires welding, and/or severe bends causing the wheel not to seal with the tire).
- L. **"Vehicle"** means the vehicle that is described on the Registration Page.

3. GENERAL TERMS OF AGREEMENT

- A. **Time of Purchase or Lease of Vehicle: Tire & Wheel Protection is only valid if purchased at the time of purchase or lease of the Vehicle.**
- B. **Term:** Coverage under this Agreement begins on the Agreement Purchase Date and expires at the end of the Agreement Term listed on the Registration Page.
- C. **Deductible: There is no deductible associated with this Agreement.**
- D. **Payment Terms:** The Agreement Selling Price is due and payable at the time of purchase of the Agreement. Payment may also be financed in the Purchaser's Finance Agreement/Retail Installment Contract/Lease Agreement.
- E. **Salvage:** Upon the replacement of a covered part, Administrator shall have all rights of ownership to the damaged covered part (salvaged parts).

4. COVERAGE TERMS AND CONDITIONS

In the event a tire or wheel attached to the Vehicle suffers Structural Damage as a result of contact with a covered Road Hazard, this Agreement will reimburse the Purchaser for the approved costs associated with the repair or replacement of the Structurally Damaged tire and/or replacement of the Structurally Damaged wheel subject to the following terms and conditions:

- 1. If a **tire** is Structurally Damaged and can be repaired, Administrator will reimburse You for the approved costs associated with the repair including mounting, balancing, valve stems, and taxes. If the Structurally Damaged **tire** cannot be repaired, Administrator will reimburse You for (a) **an approved replacement tire of like, kind and quality at the average regional retail market rate** and (b) the approved costs associated with the replacement including mounting, balancing, valve stems, and taxes.
- 2. If a **wheel** is Structurally Damaged, Administrator will reimburse You for (a) **an approved replacement wheel of like, kind and quality at the average regional retail market rate** and (b) the approved costs associated with the replacement including mounting, balancing, and taxes.
- 3. We will cover the replacement of air pressure monitors if they are damaged by a Road Hazard. **This Agreement does not cover the replacement of air pressure monitors that are damaged while removing the tire or wheel from the Vehicle.**
- 4. Administrator will reimburse You for towing costs necessitated by damage caused by a covered Road Hazard up to one hundred (\$100) dollars per incident.
- 5. Replacement or aftermarket tires and wheels meeting the Vehicle's manufacturer's size specifications will be covered for the remainder of the Agreement.

5. LIMITATIONS

- A. **Tread Depth Requirement:** Vehicle's tires must have a minimum of 3/32" tread depth at the lowest point on the tire at the time of damage.
- B. **Your Responsibilities:** Maintain air pressure at Vehicle/tire manufacturer's recommended levels and perform all manufacturer recommended and preventative maintenance, including alignments, rotations and balancing. Check tires periodically for (1) tread depth less than 3/32", (2) improper wear and (3) dry rot. Failure to replace a tire with any of these conditions may void Your claim benefit.

6. NON-COVERED EXPENSES

Any and all fines. Snow tire or chain mounting or removal. Towing by unlicensed service stations or garages. Second tows. Service on vehicles in unsafe condition for service or towing. Service or towing on roads not regularly maintained. Rental/replacement vehicles. Vehicle storage charges. Failures resulting from normal wear and tear. Tire/wheel accessories. Environmental fees. Shop supplies. Nitrogen filling for tires. Alignments or mechanical adjustments to the Vehicle. Shipping costs associated with the damaged tire/wheel or replacement tire/wheel.

7. EXCLUSIONS

Any towing cost exceeding one hundred (\$100) dollars and/or not related to the repair/replacement of a tire/wheel Structurally Damaged due to a covered Road Hazard. Tires with less than 3/32" tread depth at the lowest point on the tire. Structural Damage due to curb impact, sidewall damage, broken tire belts, operator error, abnormal wear, weather cracking, tread separation, dry rot, or fixed object impact. Structural Damage exacerbated by continued use of a Structurally Damaged tire/wheel after initial occurrence of damage. Recapped tires and racing tires. Cosmetic Damage to tires or wheels.

Structural Damage occurring outside the United States, its territories, or Canada. Structural Damage resulting from the Vehicle's involvement in an accident or collision. Structural Damage caused by off-roading or occurring on unmaintained roads, beaches, and open fields. Structural Damage caused by racing, either on-road or off-road. Structural Damage caused by vandalism. Structural Damage caused by Acts of God, floods or fires. Structural Damage caused by acts associated with terrorism. Structural Damage to tires and/or wheels if the Vehicle is used for a Prohibited Commercial Purpose. Structural Damage covered by (1) Purchaser's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway. Consequential and incidental damages. Administrator will not accept paid bills for reimbursement on unauthorized claims, authorized claims without a claim tracking number, or claims not filed within thirty (30) days of the date the Structural Damage occurs. Administrator reserves the right to deny claims at any time due to misuse, fraud, or misrepresentation.

This Agreement does not cover pre-existing damage, conditions or wear.

8. CLAIMS PROCEDURES

- A. Authorization must be obtained from Administrator prior to having the Structurally Damaged tire(s) and/or wheel(s) repaired or replaced, as applicable. Call Administrator at 1-800-459-7498 for a claim tracking number PRIOR to initiating a covered repair/replacement. Administrator's claims hours are 8am – 8pm ET Monday through Friday and 8am – 5pm ET Saturday. When a repair/replacement is required, if possible, return the Vehicle to a repair location within the AutoNation NetworkSM. For a complete listing of AutoNation NetworkSM stores, please visit www.AutoNation.com, or call 1-800-459-7498 for the closest AutoNation NetworkSM store. If You return to an AutoNation NetworkSM store for repair(s)/replacement(s), You will not be required to pay out of pocket for any repair/replacement costs which are both covered by this Agreement and approved by Administrator at the time of claim authorization.
- B. If You cannot return the Vehicle to a repair location within the AutoNation NetworkSM, You must call Administrator at 1-800-459-7498 during normal business hours to receive instructions. If You do not follow the instructions, Administrator is not obligated to reimburse You for the cost of any repairs/replacements. If You have repairs/replacements performed at a repair location outside of the AutoNation NetworkSM, You may be required to pay out of pocket for those repair/replacement costs and apply for reimbursement from Administrator. For reimbursement, Purchaser must submit a copy of (1) the Agreement, (2) claim tracking number, and (3) invoice and receipts indicating repair/replacement and tread depth (if applicable) to Administrator via mail at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, or via e-mail at claims@anvehicleprotection.com. Administrator will only reimburse You for repair/replacement costs which are both covered by this Agreement and approved by Administrator at the time of claim authorization. Administrator has the right to reasonably request any other documents or information necessary to process the claim. Replacement parts may consist of non-original manufacturer's (OEM) parts.
- C. Administrator, in its sole discretion, has the right to require photographs of the Structurally Damaged tire and/or wheel prior to approving any claim. If the photographs do not clearly and accurately show the Structural Damage to the tire and/or wheel, then Administrator, in its sole discretion, has the right to require an inspection of the Structurally Damaged tire and/or wheel. Administrator additionally has the right to require that the Vehicle be present during such an inspection of the Structurally Damaged tire and/or wheel. In the event the Structurally Damaged tire and/or wheel is not available for such inspection, Administrator reserves the right to deny the claim for that particular Structurally Damaged tire and/or wheel.
- D. **Emergency Structural Damage Repairs/Replacements:** In the event that Structural Damage to a tire and/or wheel occurs when Administrator's office is closed and emergency repairs/replacements are necessary, You may follow the claims procedures and commence emergency repairs/replacements without securing prior authorization from Administrator. However, You or the authorized service representative MUST notify Administrator of the emergency repair/replacement at 1-800-459-7498 on the following business day. Reimbursement of emergency repairs/replacements will be subject to all terms and conditions of this Agreement and nothing herein authorizes repairs/replacements not otherwise covered. Emergency repairs/replacements are those required because the Vehicle was inoperable or unsafe to drive due to Structural Damage to a tire and/or wheel. Damaged/replaced tires and/or wheels must be available for Administrator's inspection until Your claim is settled.

9. CANCELLATION

- A. You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of thirty-five (\$35) dollars, unless otherwise required by applicable law (see Section 13, State-Specific Amendments).
- B. Any refund amount owed will be payable to the Purchaser or the Lienholder/Lessor, where applicable. In the event of a repossession/total loss of the Vehicle, the Lienholder/Lessor may cancel this Agreement and receive any refund amount due. If this Agreement is canceled by the Lienholder/Lessor, the refund amount will be calculated in accordance with Section 9(A) (as may be amended by Section 13, State-Specific Amendments). Any refund amount owed will be paid or credited within thirty (30) days of the date the Purchaser's or Lienholder's/Lessor's cancellation request is received by the Selling Store or the Administrator or, in the event of cancellation by Us, within thirty (30) days of the effective date of cancellation. If this Agreement was provided at no cost, the Purchaser is not entitled to a refund. To initiate the cancellation process, please contact the Selling Store. If You are unable to contact the Selling Store to initiate the cancellation process, please call Administrator at 1-800-459-7498 for instructions. All cancellation requests must be made in writing and signed by the Purchaser. The effective date of such cancellation is the date such written notice is received by the Selling Store or the Administrator. To check the status of a cancellation, please contact the Selling Store.

9. CANCELLATION (CONTINUED)

C. We cannot cancel this Agreement except for material misrepresentation, fraud, non-payment of the Agreement Selling Price, or a substantial breach of Your contractual duties under this Agreement, in which case You will be notified by certified mail prior to the effective date of cancellation. Such notice will include the effective date of the cancellation and the reason for the cancellation. If We cancel this Agreement, We will provide You with a refund of the Agreement Selling Price calculated in accordance with Section 9(A) but We will not assess a processing fee, unless otherwise required by applicable law (see Section 13, State-Specific Amendments).

10. TRANSFER

This Agreement is transferable to a subsequent owner or lessee of the Vehicle when a private party purchases the Vehicle directly from the Purchaser or assumes the Purchaser's lease agreement. This Agreement is not transferable to another vehicle or to a dealership via sale or trade-in. This Agreement is not transferable to a subsequent owner or lessee if a dealership is a party to the resale or lease assumption. To transfer this Agreement, You must submit Your request in writing by providing all of the following documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328 within thirty (30) days of the Vehicle's resale or lease assumption: (i) a completed transfer form (may be obtained by contacting Administrator); (ii) a copy of the Registration Page; (iii) the document demonstrating the sale of the Vehicle to or lease assumption by a private party; and (iv) a check for twenty-five (\$25) dollars made payable to Safe-Guard Products International, LLC.

11. ARBITRATION

You agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Selling Store or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern.

12. SETTLEMENT

Obligations of the Provider under this Agreement are guaranteed under a contractual liability insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Agreement benefit or refund is not provided by the Administrator within sixty (60) days after all claim or cancellation requirements have been met, the Purchaser may apply for reimbursement directly to Virginia Surety Company, Inc. via the address or phone number listed above.

ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE PURCHASER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.

13. STATE-SPECIFIC AMENDMENTS

If You purchase this Agreement in any of the following states, the following terms shall apply:

Alabama

1. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of twenty-five (\$25) dollars. A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days of Your written request to cancel the Agreement.
2. The Cancellation section C is amended to include the following: If We cancel this Agreement, We will provide You with at least five (5) days' prior written notice.

Arizona

1. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Selling Price or (ii) thirty-five (\$35) dollars, whichever fee is less. The processing fee will not exceed the amount of any refund due to the Purchaser.
2. The Arbitration section is amended to add the following: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20- 1095.09 by contacting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.
3. This Agreement will not be cancelled or voided by the Provider or its representatives for Pre-Existing Conditions.
4. Administrator may only void the Agreement or deny claims for misuse, fraud, or misrepresentation if those acts are committed by You or Your authorized representative.

California

1. Safe-Guard Products International LLC's Vehicle Service Contract Provider license # is 0F57888.
2. The Settlement section is replaced in its entirety by the following: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the Agreement has been denied or has not been honored within sixty (60) days of the date proof of loss was filed. The name, address and telephone number of the insurance company is: Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at 1-800-927-4357 via the address or phone number listed above or access the department's Internet Website (www.insurance.ca.gov).
3. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, if no claims have been made against the Agreement. If You cancel this Agreement within sixty (60) days of the Agreement Purchase Date and a claim has been made against the Agreement, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less a processing fee in the amount of (i) ten (10%) percent of the Agreement Selling Price or (ii) twenty-five (\$25) dollars, whichever fee is less. The refund amount will be paid within thirty (30) days of Your written request to cancel the Customer Agreement.
4. The Cancellation section C is deleted and replaced in its entirety by the following: We may cancel this Agreement within the first sixty (60) days after the Agreement Purchase Date only upon providing You with a notice of cancellation stating the reason for cancellation postmarked before the sixty-first (61st) day after the Agreement Purchase Date. If We cancel the Agreement within the first sixty (60) days, We will provide a full refund of the Agreement Selling Price, unless We have paid a claim under this Agreement or advised You in writing that We will pay a claim, in which case We will provide to You a pro-rata refund of the Agreement Selling Price, less any approved claims. We may cancel this Agreement at any time for non-payment of the Agreement Selling Price, material misrepresentation, or fraud by You, by providing You with a notice of cancellation stating the specific grounds for cancellation and nature of the misrepresentation, if applicable, and a full refund of the Agreement Selling Price, unless We have paid a claim under this Agreement or advised You in writing that We will pay a claim, in which case We will provide a pro-rata refund of the Agreement Selling Price, less any approved claims. If We cancel this Agreement for any reason, We will not charge You a processing fee, any refund due to You will be paid within thirty (30) days of the date of cancellation, the Agreement will cease to be valid five (5) days after the date the notice of cancellation is postmarked, and We will pay any covered claim reported to Us prior to the effective date of cancellation. For purposes of this paragraph, a claim will be deemed to have been reported to Us if You have completed the first step required to make a claim.
5. The Arbitration Procedure language is replaced in its entirety by the following: **You and the Administrator, Provider, Selling Store and the Insurance Company listed in the Settlement Section ("Us") agree that all individual claims or disputes arising from or relating to this Agreement will be settled by impartial arbitration. To initiate arbitration, the aggrieved party must notify the aggrieving party in writing of its desire to submit the issue to arbitration. The aggrieved party is responsible for providing the aggrieving party with at least three (3) proposed arbitrators. The aggrieving party has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If the aggrieving party demonstrates that none of the three (3) proposed arbitrators are neutral, the aggrieving party may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration, as long as it doesn't conflict with the Consumers Legal Remedies Act. The parties agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Agreement was purchased, the state's arbitration rules will govern. Any arbitration proceedings arising under this Agreement will proceed under procedures outlined in the California Arbitration Act. Such procedures can be found in the California Code of Civil Procedure section 1280. Additionally, the arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. If there is any conflict of law, California law will control over Federal law. The location of arbitration will be a location in close proximity to the Customer's residence. The Agreement is subject to the California Consumers Legal Remedies Act (Civ. Code section 1750 et seq.). The "consumer rules" apply to the arbitration procedure.**
6. If a tire is damaged to the extent it is obliterated or is no longer recognizable as a tire and the Purchaser signs a notarized statement to that effect, the inspection requirement will be waived.
7. Administrator may only require the Purchaser to return to the Selling Store or another specific facility for repairs if the cost to tow the Vehicle from (i) the location the damage occurred or (ii) the Purchaser's residence to the store or repair facility is within the reimbursable limit of one hundred (\$100) dollars.

Colorado

1. Obligations of the Provider under the Agreement are guaranteed under Policy # 3473 and VSC-CL-1 End. (05/04) CO.

Florida

1. **The Obligor of this contract is Safe-Guard Warranty Corporation, Florida License Number 60126, Two Concourse Parkway, Suite 500, Atlanta, GA 30328.**
2. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the pro-rata refund amount or (ii) thirty-five (\$35) dollars, whichever fee is less.
3. The Cancellation section C is deleted and replaced in its entirety by the following: We may cancel this Agreement if there has been a material misrepresentation or fraud at the time of sale of the Agreement, or for non-payment of the Agreement Selling Price by You, in which case We shall provide You notice of cancellation by certified mail. We will provide You with a refund

13. STATE-SPECIFIC AMENDMENTS (CONTINUED)

If You purchase this Agreement in any of the following states, the following terms shall apply:

of the Agreement Selling Price calculated in accordance with the Cancellation section A, as amended above, but We will not assess a processing fee. The Lienholder/Lessor will be named on the check if financing has been provided for the Agreement's premium. In the event of repossession or total loss, the Lienholder/Lessor may request cancellation of this Agreement and shall be the sole named payee.

4. Purchaser has ninety (90) days from the date the damage occurs to file a claim.
5. The Arbitration section is replaced in its entirety by: The Parties may agree that all individual claims or disputes arising from or relating to this Agreement, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator/Obligor, Selling Dealer or the Insurance Company listed in the Settlement section, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three (3) proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three (3) to act as the Arbitrator. If Administrator demonstrates that none of the three (3) proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one (1) is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. The Arbitrator's decision is non-binding unless the Parties agree otherwise. The parties will and share the cost of arbitration equally, unless the Arbitrator directs otherwise.
6. The rate charged for this service agreement is not subject to regulation by the Department of Financial Services – Office of Insurance Regulation.

Georgia

1. The Arbitration section is deleted in its entirety.
2. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of thirty-five (\$35) dollars or ten (10%) percent of the pro-rata refund amount, whichever fee is less. A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
3. The Cancellation section C is deleted and replaced in its entirety by the following: Obligor may only cancel this Agreement for fraud, material misrepresentation, or non-payment of the Agreement Selling Price. If Obligor cancels this Agreement, We will provide You with a refund of the Agreement Selling Price calculated in accordance with the Cancellation section A, as amended above, but We will not assess a processing fee. If Obligor cancels, You will be notified by certified mail of the reason for and the effective date of the cancellation, which shall not be less than thirty (30) days from the date of mailing. In the event Obligor is unable to make a refund, You may file a claim directly with the insurer listed in the Settlement section.

Idaho

1. Coverage afforded under this motor vehicle service contract is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois

1. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, less a processing fee in the amount of (i) ten (10%) percent of the Agreement Selling Price or (ii) thirty-five (\$35) dollars, whichever fee is less.

Maryland

1. The Cancellation section A is amended to include the following: A penalty of ten (10%) percent of the Agreement Selling Price per month will be added to a refund that is not paid within forty-five (45) days after Our receipt of Your written request to cancel the Agreement.
2. This Agreement does not terminate and the Agreement Term is extended until the services provided in accordance with the terms and conditions are performed.

Minnesota

1. The Cancellation section A is amended to include the following: A ten (10%) percent penalty per month will be added to a refund that is not paid within forty-five (45) days after the return of the Agreement to the Obligor.
2. The Cancellation section C is amended to include the following: If We cancel this Agreement, We will mail a written notice to You at Your last known address contained in Our records at least five (5) days before the effective date of the cancellation.

Missouri

1. The Cancellation section A is amended to include the following: If You cancel this Agreement, We will mail You a written notice of the cancellation within forty-five (45) days of the effective date of termination. A ten (10%) percent penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after the return of the Agreement to Us.
2. Non-original manufacturer parts will be used if original manufacturer's parts are unavailable at the time of the claim.

Nevada

1. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, if no claims were paid. If You cancel this Agreement after the first thirty (30) days, or if a claim was paid during the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less a cancellation fee in the amount of twenty-five (\$25) dollars. A penalty of ten (10%) percent of the Agreement Selling Price per thirty (30) day period will be added to any refund not paid or credited within forty-five (45) days after the return of the Agreement. Under no circumstances will any claims paid or approved be deducted from a cancellation refund.
2. The Cancellation section C is deleted and replaced in its entirety by the following: After seventy (70) days from the Agreement Purchase Date, We may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service thereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation; Our cancellation of this Agreement may not become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If We cancel this Agreement, You will be issued a refund calculated in accordance with the Cancellation section A, as amended above, but no processing fee will be charged. Under no circumstances will any claims paid or approved be deducted from a cancellation refund.
3. This Agreement is not renewable and expires in accordance with the selected Agreement Term.
4. Administrator reserves the right to void the Agreement, deny claims or require Purchaser to return to the store on the Registration Page or another specific facility for repairs or replacements authorized under this Agreement at any time due to fraud or material misrepresentation by the Purchaser.
5. The following sentence in Section 7, Exclusions "Structural Damage covered by (1) Purchaser's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway" is deleted in its entirety and replaced with the following: "Any amount covered by (1) Purchaser's primary insurance provider, (2) a manufacturer's or distributor's warranty or recall, or (3) the entity or organization responsible for maintaining the roadway; coverage under this Agreement will only be provided for that amount which is in excess of any other applicable coverage."

13. STATE-SPECIFIC AMENDMENTS (CONTINUED)

If You purchase this Agreement in any of the following states, the following terms shall apply:

6. If You are not satisfied with the manner in which Your claim is being handled under this Agreement, You may contact the Commissioner via the following toll-free number of the Division: 888-872-3234.

New Mexico

1. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the Agreement Selling Price or (ii) thirty-five (\$35) dollars, whichever fee is less. A penalty of ten (10%) percent of the Agreement Selling Price per thirty (30) day period, or portion thereof, will be added to any refund not paid or credited within sixty (60) days after the return of the Agreement.
2. The Cancellation section C is deleted and replaced in its entirety by the following: After seventy (70) days from the Agreement Purchase Date, Obligor may only cancel this Agreement for Your failure to pay an amount when due, Your conviction of a crime which results in an increase in the service required under the Agreement, Your fraud or material misrepresentation in obtaining the Agreement or in presenting a claim for service hereunder, or the discovery of an act or omission by You or Your violation of any condition of the Agreement or material change in the nature or extent of the required service or repair which occurred after the Agreement Purchase Date that substantially or materially increases the service required under the Agreement. If We cancel this Agreement, You will be provided with at least fifteen (15) days prior written notice of the effective date of cancellation and the reason for cancellation. If We cancel this Agreement, We will provide You with a refund of the Agreement Selling Price calculated in accordance with the Cancellation section A, as amended above, but We will not assess a processing fee.
3. Final contract price to be determined prior to presentation to consumer for signature. See NMSA 1978 Section 59A-58-10.
4. If You have any concerns regarding the handling of Your claim, You may contact the Office of Superintendent of Insurance at 855-427-5674.

New York

1. The Cancellation section A is amended to include the following: A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within thirty (30) days of the cancellation request or return of the properly cancelled Agreement.
2. The Cancellation section C is amended by the following: We may only cancel this Agreement for non-payment of the Agreement Selling Price or for a direct violation of the Agreement by the Purchaser, where the Agreement states that violation would subject the Agreement to cancellation.

North Carolina

1. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a processing fee in the amount of (i) ten (10%) percent of the pro-rata refund amount or (ii) thirty-five (\$35) dollars, whichever fee is less.
2. The Cancellation section C is amended by the following: We may only cancel this Agreement for non-payment of the Agreement Selling Price or for a direct violation of the Agreement by the Purchaser, where the Agreement states that violation would subject the Agreement to cancellation.

Ohio

1. This contract is not insurance and is not subject to the insurance laws of this state.

South Carolina

1. The Cancellation section A is amended to include the following: A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days after the return of the Agreement.
2. The Cancellation section C is amended to include the following: If We cancel this Agreement, We will mail a written notice to You at least fifteen (15) days prior to the effective date of cancellation and state the effective date of cancellation and the reason for cancellation.
3. In the event of a dispute with the Obligor of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201 or 800-768-3467.

Texas

1. The Cancellation section A is amended to include the following: A ten (10%) percent penalty per month will be added to any refund not paid or credited within forty-five (45) days after Your return of the Agreement.
2. The Settlement section is replaced in its entirety by the following: Obligations of the Provider under this Agreement are insured under a contractual liability insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. If the Agreement benefit is not provided by the Administrator within sixty (60) days after all claim requirements have been met or a refund is not paid before the 46th day after the date on which the Purchaser notified the Administrator of their intent to cancel, the Purchaser may apply for reimbursement directly to Virginia Surety Company, Inc.
3. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-6599 or 800-803-9202.

Utah

1. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.
2. The Claims Procedures section is amended to include the following: Your failure to contact the Administrator within the specified time frame will not invalidate Your claim if You can demonstrate it was not reasonably possible to give notice or file Your claim within the prescribed time frame and Your notice was given as soon as reasonably possible. If emergency repairs are performed outside of normal business hours You must provide the Administrator with a completed Emergency Repair Claim Form (available by contacting the Administrator), a copy of the Invoice/Repair Order from the service center indicating the repairs/services performed and the cost for such, and proof of Your payment to the service center for which You are seeking reimbursement. An emergency repair is a repair performed outside normal business hours.
3. The Arbitration section is amended to include the following: Any matter in dispute between You and Obligor may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association, a copy of which is available upon request from the Administrator. Any decision reached by arbitration shall be binding upon both You and Obligor. The Arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction. Nothing in this section shall preclude You from bringing an action arising under this Agreement in a small claims court having proper jurisdiction.
4. The Cancellation section A is deleted and replaced in its entirety by the following: You may cancel this Agreement within sixty (60) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, less any claims paid. If You cancel this Agreement after the first sixty (60) days, You will receive a pro-rata refund of the Agreement Selling Price based upon the time expired from the Agreement Purchase Date, less any claims paid, and less a thirty-five (\$35) dollar processing fee.
5. The Cancellation section C is amended to include the following: We may only cancel the Agreement due to Purchaser's misrepresentation, non-payment of the Agreement Selling Price, or a substantial breach of the Purchaser's contractual obligation as set forth in the Agreement. If We cancel within sixty (60) days of the Agreement Purchase Date, We will provide Customer with ten (10) days' prior written notice. If We cancel after sixty (60) days from the Agreement Purchase Date, We will provide Customer with thirty (30) days' prior written notice.

13. STATE-SPECIFIC AMENDMENTS (CONTINUED)

If You purchase this Agreement in any of the following states, the following terms shall apply:

6. This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department at 800-439-3805.

Virginia

1. If any promise made in this Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington

1. The Obligor/Provider of this Agreement is National Product Care Company, 175 W. Jackson Blvd, Chicago, IL 60604, 1-800-459-7498.
2. The Arbitration section is amended to include the following: Arbitration proceedings will be held at a location in closest proximity to the Purchaser's permanent residence.
3. The Cancellation section A is deleted and replaced in its entirety by the following: If You cancel this Agreement within thirty (30) days of the Agreement Purchase Date and receive a one hundred (100%) percent refund of the Agreement Selling Price, if no claim has been paid. If You cancel this Agreement after the first thirty (30) days, or if a claim was paid during the first thirty (30) days, You will receive a pro-rata refund based upon the time expired from the Agreement Purchase Date, less a twenty-five (\$25) dollar processing fee. A ten (10%) percent penalty per month will be added to any refund that is not paid or credited within thirty (30) days of Your return of the Agreement.
4. The Cancellation section C is amended to include the following: This Agreement is non-cancelable by Us except for fraud, material misrepresentation, or failure to pay the Agreement Selling Price. After sixty (60) days, We cannot cancel the Agreement for any reason. If We cancel this Agreement We will provide twenty-one (21) days prior written notice. The notice will state the effective date of cancellation and the reason for cancellation.
5. The Settlement section is replaced in its entirety by the following: Obligations of the Provider under this Agreement are guaranteed under contractual liability insurance policy #2622-WA issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604, 800-209-6206. You are entitled to make a direct claim to Virginia Surety Company, Inc. To do so please contact Virginia Surety Company, Inc. for instructions via the address or phone number listed above.

AGREEMENT TO PROVIDE INSURANCE

Purchaser/Co-Purchaser Name(s): KARTHIK ASHA Date: 08/24/2022

Street Address: 8025 OHIO DR APT 12203

Home Telephone: N/A Work Telephone: (848) 234-5285

Driver's License #: 47999958 Issuing State: TX Expiration Date: 07/12/2024

Vehicle: 2022 FORD MUSTANG MACH-E 3FMTK3R73NMA42011
Year Make Model VIN

I understand that the Retail Installment Sales Contract or Lease Contract ("Finance Contract") that I signed in connection with my purchase/lease of the above-described vehicle requires me to provide and maintain insurance on the vehicle against the risks of loss or damage. I understand that this insurance must be in an amount equal to the lesser of the unpaid amount due under the Finance Contract or the value of the vehicle and must be maintained for the entire term of the Finance Contract or such other amount as may be required by the finance company. I also understand that the holder of the Finance Contract must be named as the loss payee and that the failure to maintain said insurance coverage may be an event of a default under the Finance Contract. In the event of a default, the holder of the Finance Contract may pursue all of the remedies provided by law and in the Finance Contract as it deems appropriate. Having been advised that I may obtain insurance coverage from a company and agent of my choice, I have selected:

Insurance Company: STATE FARM Policy #: 513 2923-F29-43

Agent's Name: STATE FARM Telephone: (800) 782-8332

Address: , N/A

Insurance Coverage: Collision \$ 500.00 Deductible Comprehensive \$ 500.00 Deductible

Policy Effective From: 06/29/2022 To: 12/29/2022 Named Loss Payee: TD BANK, N.A.

Address: PO BOX 675 WILMINGTON OH 45177-0675

By signing below, I acknowledge that I have read this Insurance Coverage Acknowledgement and understand my obligation to maintain insurance coverage on the above-described vehicle. I further acknowledge and agree that I have given the Dealership permission to contact my Insurance Company to verify that I have obtained insurance coverage for the vehicle.



Purchaser Signature Date 08/24/2022

ZANE BEADLES

Dealership Representative

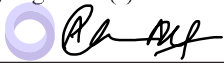
N/A N/A

Co-Purchaser Signature Date

E-SIGNED by ZANE BEADLES 08/24/2022

Dealership Representative Signature Date

Figure: 7 TAC §84.204(h)

| Texas Disclosure of Equity in Trade-in Motor Vehicle | | |
|--|---|--|
| The information below is valid as of <u>08/24/2022</u> (date) and after this date is no longer valid. | | |
| Name of Buyer(s) KARTHIK ASHA | Trade-in Make / Model / Year NISSAN VERSA 2016 | |
| Date 08/24/2022 | VIN# 3N1CN7APXGL856800 | |
| Dealership Allowance for Trade-in | \$ 6000.00 | |
| Amount Owed on Trade-in | \$ 5576.29 | |
| Equity Amount *If the EQUITY amount is NEGATIVE, the value the dealer is offering for your trade-in is less than what you currently owe on your trade-in. The amount of negative equity may be further reduced by the amount of any cash downpayment and manufacturer's rebate and may be included in the Amount Financed under your retail installment contract as an itemized charge. | \$ 423.71 | Equity: <input checked="" type="checkbox"/> POSITIVE <input type="checkbox"/> NEGATIVE |
| Cash Price of Vehicle | \$ 56370.00 | |
| Amount Financed | \$ 56028.64 | |
| Buyer(s) Signature(s)  | Date <u>08/24/2022</u> | |
| N/A | N/A | |
| Dealer's Signature E-SIGNED by ZANE BEADLES | Date <u>08/24/2022</u> | |
| Dealer's Printed Name ZANE BEADLES | | |
| Name of Dealership | AUTONATION FORD FRISCO | |
| Street Address | 6850 HWY 121 | |
| City, State, Zip | FRISCO TX 75034 | |
| Telephone No. | (972) 335-5000 | |

Buyer's eSign Consent Document

Please sign below enabling you to apply your signature on the documents that follow.

A handwritten signature in black ink, appearing to read 'Karthik Asha', is positioned to the right of a purple circular icon. The icon consists of two concentric circles, with the inner circle being a lighter shade of purple.

KARTHIK ASHA

Buyer's Final Signature Document

Deal Number : **142131**
Store Name : **AUTONATION FORD FRISCO**
F&I Manager : **ZANE BEADLES**
Date : **08/24/2022**

Name : **ASHA KARTHIK**
Role : **Buyer**
Vehicle Make : **FORD**
VIN : **3FMTK3R73NMA42011**

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

1. Buyer's eSign Consent Document
2. BUYERS ESIGN CONSENT
3. TRADE PAYOFF AUTH R2/16
4. WE OWE R1/14
5. TX RPA ARB
6. AN TIRE & WHEEL ANTW 10/21
7. ATPI R1/14
8. TX DISCL EQTY

A handwritten signature in black ink, appearing to read 'Asha Karthik', is written over a light purple circular stamp.

KARTHIK ASHA

August 25, 2022

AutoNation

AutoNation Ford Frisco-2373

6850 Hwy 121

Frisco Texas 75034

(972) 335-5000

Customer information

Street:
8025 OHIO DR APT 12203,
PLANO, TX

Zip Code: 75024

KATHIK ASHA

Transaction information

MOTO

Date: 8/24/2022, 9:26:57 PM

Amount: \$4,000.00

Card Number: *****2009

Merchant ID: 12725940

Terminal ID: 00000001

Auth Code: 160631

Auth Mode: Issuer

Processed as: AMEX

Reference No: 2107941184

Trace No:

Invoice No:

806654_AN235-A_24-8-2022

Response Msg: Approved

Entry Method: Manual

Match AVS: Match Y

Match CVV: Not Present

Match ZIP: Match Y

Client ID: 3544432

User ID: beadlesz_dms

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).

Thank you for joining AutoNation's cancer-fighting mission. Because of your generosity, we're raising millions to help drive out cancer. 100% of your donation goes directly to our designated cancer charity partner. Visit DRIVPINK.com to learn more.

ELITE ACCOUNTING (CRE) CASH RECEIPTS 24AUG22 21:24
CUST NO: 3544432 NAME TYPE: 4 RECEIPT DATE: 24AUG22
NAME: KARTHIK ASHA ADDR: 8025 OHIO DR APT 1220
NAME2: CITY: PLANO
STATE: TX ZIP: 75024

| | AMOUNT | PAID BY | COMMENT |
|----|----------|---------|--------------------|
| 1) | 4,000.00 | AMEX | TRX ID: 2107941184 |

4,000.00 RECEIPT AMOUNT

20)JRNL CO: 373 FORD FRISC
CO ACCOUNT
21)CASH 373 1226B CASH REC
22)OFFSET 373 1309 CUSTOMER

| |
|--|
| PRINT ePayment RECEIPT RECEIPT NUMBER:.....806654 PRINTER NUMBER.....2 NUMBER OF COPIES.....2 Press ANY KEY to continue. |
|--|

COMMAND (T, B, C#, A, DW#, D#, CD, DD, PRT, CC, E, ?):PRT
Enter number of copies to print

State of Texas

Power of Attorney for Transfer of Ownership to a Motor Vehicle

Federal and state law require that you state the mileage upon transfer of ownership. Providing a false statement or failure of the person granted the power of attorney to submit this form to the State may result in fines and/or imprisonment. Use of this form is restricted.

Vehicle Description

Table with 5 columns: Vehicle Identification Number, Year, Make, Body Style, Model

Part A. Power of Attorney to Transfer Ownership and to Disclose Mileage

Form for Part A with sections for Transferor and Transferee, including fields for Name, Address, and Mileage options.

I, the transferor listed above, appoint the transferee listed above as my attorney-in-fact, to complete all documents necessary to transfer and disclose the mileage on the title for the vehicle described above exactly as stated in the following disclosure. I, the transferor, certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the statements below is checked:

- Odometer Reading (no tenths)
Mileage Exceeds Mechanical Limits
Not Actual Mileage (WARNING - ODOMETER DISCREPANCY)

I am aware of the odometer certification made by the transferor/agent (seller).

Signature of Transferor/Agent (Seller) Date Signature of Transferee/Agent (Purchaser) Date

Part B. Power of Attorney to Review Title Documents and Acknowledge Disclosure - if applicable (requires Part A)

Form for Part B with sections for Transferee and Transferor, including fields for Name, Address, and Dealer License Number.

I, the transferee listed above, appoint the transferor listed above as my attorney-in-fact, to complete all documents necessary to transfer and disclose the mileage on the title for the vehicle described above exactly as stated in the following disclosure. I, the transferor, certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the statements below is checked:

- Odometer Reading (no tenths)
Mileage Exceeds Mechanical Limits
Not Actual Mileage (WARNING - ODOMETER DISCREPANCY)

I am aware of the odometer certification made by the transferor/agent (seller).

Signature of Transferor/Agent (Seller) Date Signature of Transferee/Agent (Purchaser) Date

Part C. Dealership Certification (Part B Transferor) - Required and valid only if Parts A and B are used

Form for Part C with fields for Dealership Name, Authorized Agent Name, and Address.

I, the individual listed above exercising powers of attorney, hereby certify that the mileage I have disclosed on the title is consistent with the mileage provided to me in this power of attorney. Further, upon examination of the title and any reassignment documents for the vehicle described above, the mileage disclosure I have made on the title pursuant to the power of attorney is greater than that previously stated on the title and reassignment documents. This certification is not intended to create, nor does it create, any new or additional liability under federal or state law.

Signature of Transferor/Agent Printed Name (Same as Signature) Date

Information

United States Code of Federal Regulations, Title 49, Part 580, provides the rules relative to the Truth in Mileage Act, which dictates when use of a power of attorney is permissible in conjunction with odometer disclosure. Federal law specifies the only acceptable power of attorney is a secure power of attorney issued by the state. The *Power of Attorney for Transfer of Ownership to a Motor Vehicle* (Form VTR-271-A) is the only acceptable secure power of attorney issued by the State of Texas.

Form VTR-271-A can only be used when the vehicle is subject to odometer disclosure and the title is lost, held by a lienholder, an electronic title held by the lienholder, or an electronic title that cannot be accessed. Proper use of Form VTR-271-A consists of completing Part A when transferring a motor vehicle. **Parts B and C may only be used by a licensed motor vehicle dealer.** If the motor vehicle is transferred by a licensed motor vehicle dealer and the title is still lost, held by a lienholder, an electronic title held by the lienholder, or an electronic title that cannot be accessed, Parts B and C must be completed. **Parts B and C cannot be used after a certified copy of title is obtained or the title is no longer held by a lienholder.**

If the transferor (owner listed on the title who is selling, donating, gifting, trading, etc.) or transferee (person/entity taking ownership) is unable to complete this form, only a general power of attorney may be used to complete this form for the transferor or transferee. A limited power of attorney cannot be used to complete this form on someone else's behalf. If the transferee or transferor is not an individual, but rather an entity or trust, an agent of that entity or a trustee must complete this form.

Unauthorized printing or reproduction of this document is prohibited. Photocopies may be made only as a completed document for record-keeping purposes by the parties named herein.

When the vehicle is sold to a Texas retail purchaser, the original power of attorney with original signatures must accompany the purchaser's application for Texas title. Dealers are required to maintain the duplicate power of attorney and a copy of the front and back of the certificate of title for five years in accordance with 49 C.F.R. §580.8. Other individuals or entities are not subject to a retention requirement, but are encouraged to maintain the duplicate power of attorney and a copy of the front and back of the certificate of title.

Instructions

Part A is required to be completed by both the transferor (owner listed on the title who is selling, donating, gifting, trading, etc.) and the transferee (person/entity taking ownership). **All signatures must be original signatures. It is strongly advised the duplicate power of attorney also contain original signatures.**

- Upon obtaining the title, the transferee in Part A must complete the "assignment of title" and odometer disclosure on the title. Any transferee, other than a licensed motor vehicle dealer, is then required to obtain a title in the name of the transferee supported by this power of attorney.

Part B may only be used by a licensed motor vehicle dealer. Further, Part B may only be used if the motor vehicle is transferred while the title is still lost, held by a lienholder, an electronic title held by the lienholder, or an electronic title that cannot be accessed. This form may be used to obtain a certified copy of title. **Part B cannot be used after a certified copy of title is obtained or the title is no longer held by a lienholder.** In Part B, the transferee (purchaser) acknowledges the odometer disclosed by the transferor (licensed motor vehicle dealer), and grants power of attorney to the transferor to complete the odometer disclosure in the "first reassignment" on the title as reflected in Part B and to sign on behalf of the transferee (purchaser). **Part B may only be used to appoint the same licensed motor vehicle dealer appointed in Part A.**

- Upon securing the title, the licensed motor vehicle dealer must complete the "assignment of title" (as recorded in Part A) and "first reassignment" (as recorded in Part B).

Part C must be completed by the licensed motor vehicle dealer if both Parts A and B are completed after the licensed motor vehicle dealer has transferred the assignment (from Part A) and the reassignment (from Part B) to the title. **Part C must not be completed if Part B is not used.**

| | |
|-------------------------------|-----------------|
| CUSTOMER'S NAME | STOCK NO. |
| AUTONATION FORD FRISCO | GL856800 |

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, **KARTHIK ASHA** (transferor's name, PRINT)

state that the odometer now reads **68238** (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
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING - ODOMETER DISCREPANCY.

| | | |
|-------------------------------|--------------|-------------|
| MAKE | MODEL | BODY TYPE |
| NISSAN | VERSA | N/A |
| VEHICLE IDENTIFICATION NUMBER | | YEAR |
| 3N1CN7APXGL856800 | | 2016 |

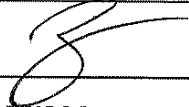
X 
TRANSFEROR'S SIGNATURE
KARTHIK ASHA

PRINTED NAME

8025 OHIO DR APT 12203
TRANSFEROR'S ADDRESS (STREET)

PLANO, TX 75024
CITY STATE ZIP CODE

08/24/2022
DATE OF STATEMENT

X 
TRANSFEEE'S SIGNATURE

AUTONATION FORD FRISCO
PRINTED NAME

AUTONATION FORD FRISCO
TRANSFEEE'S NAME

6850 HWY 121
TRANSFEEE'S ADDRESS (STREET)

FRISCO, TX 75034
CITY STATE ZIP CODE

| | |
|--|------------------------------|
| CUSTOMER'S NAME KARTHIK ASHA | STOCK NO. NMA42011 |
|--|------------------------------|

ODOMETER DISCLOSURE STATEMENT

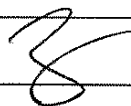
Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, AUTONATION FORD FRISCO (transferor's name, PRINT)

state that the odometer now reads 8 (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
- (2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING - ODOMETER DISCREPANCY.

| | | |
|---|--------------------------------|------------------------|
| MAKE FORD | MODEL MUSTANG MACH-E | BODY TYPE LL |
| VEHICLE IDENTIFICATION NUMBER 3FMTK3R73NMA42011 | | YEAR 2022 |

X 

TRANSFEROR'S SIGNATURE

AUTONATION FORD FRISCO

PRINTED NAME

6850 HWY 121


TRANSFEROR'S ADDRESS (STREET)

FRISCO, TX 75034

CITY STATE ZIP CODE

08/24/2022

DATE OF STATEMENT

X 

TRANSFEREE'S SIGNATURE

KARTHIK ASHA

PRINTED NAME

KARTHIK ASHA

TRANSFEREE'S NAME

8025 OHIO DR APT 12203

TRANSFEREE'S ADDRESS (STREET)

PLANO, TX 75024

CITY STATE ZIP CODE

Application for Texas Title and/or Registration

| | | | | | | | | | | | |
|---|--|---|---|--|--|---|---|--------------------------------|---|--|----------------|
| Applying for (please check one): <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: <input type="checkbox"/> Vehicle Description <input type="checkbox"/> Add/Remove Lien <input type="checkbox"/> Other: _____ | | | | | County: _____ | | | | | | |
| 1. Vehicle Identification Number 3FMTK3R73NMA42011 | | | | | 2. Year 2022 | | 3. Make FORD | 4. Body Style LL | 5. Model MUSTANG MAC | 6. Major Color | 7. Minor Color |
| 8. Texas License Plate No. | | 9. Odometer Reading (no tenths) 8 | 10. This is the Actual Mileage unless the mileage is: <input type="checkbox"/> Not Actual <input type="checkbox"/> Exceeds Mechanical Limits <input type="checkbox"/> Exempt | | | 11. Empty Weight | | 12. Carrying Capacity (if any) | | | |
| 13. Applicant Type <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 47999958 | | | | | | |
| 15. ID Type <input checked="" type="checkbox"/> U.S. Driver License/ID Card (issued by: TX) <input type="checkbox"/> NATO ID <input type="checkbox"/> U.S. Dept. of State ID <input type="checkbox"/> Passport (issued by: N/A) <input type="checkbox"/> U.S. Military ID <input type="checkbox"/> U.S. Dept. of Homeland Security ID <input type="checkbox"/> U.S. Citizenship & Immigration Services/DOJ ID <input type="checkbox"/> Other Military Status of Forces Photo ID | | | | | | | | | | | |
| 16. Applicant First Name (or Entity Name) KARTHIK | | | Middle Name | | Last Name ASHA | | | Suffix (if any) N/A | | | |
| 17. Additional Applicant First Name (if applicable) N/A | | | Middle Name | | Last Name | | | Suffix (if any) | | | |
| 18. Applicant Mailing Address 8025 OHIO DR APT 12203 | | | City PLANO | | State TX | | Zip 75024 | | 19. Applicant County of Residence COLLIN | | |
| 20. Previous Owner Name (or Entity Name) AUTONATION FORD FRISCO | | | City FRISCO | | State TX | | 21. Dealer GDN (if applicable) P20871 | | 22. Unit No. (if applicable) N/A | | |
| 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) | | | 27. Registration Renewal eReminder <input type="checkbox"/> Yes (Provide Email in #26) | | | 28. Communication Impediment? <input type="checkbox"/> Yes (Attach Form VTR-216) | | |
| 29. Vehicle Location Address (if different) N/A | | | City N/A | | State N/A | | Zip N/A | | | | |
| 30. Multiple (Additional) Liens <input type="checkbox"/> Yes (Attach Form VTR-267) | | 31. Electronic Title Request <input type="checkbox"/> Yes (Cannot check #30) | | 32. Certified/eTitle Lienholder ID Number (if any) 01013777000 | | | 33. First Lien Date (if any) 08/24/2022 | | | | |
| 34. First Lienholder Name (if any) TD BANK, N.A. | | | Mailing Address PO BOX 675 | | City WILMINGTON | | State OH | | Zip 45177-0675 | | |
| 35. Check only if applicable: <input type="checkbox"/> I hold Motor Vehicle Retailer (Rental) Permit No. N/A and will satisfy the minimum tax liability (V.A.T.S., Tax Code §152.046[c]) <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 N/A | | | | | | | | | | | |
| 36. Trade-In (if any) <input checked="" type="checkbox"/> Yes (Complete) 2016 NISSAN | | | Year | | Make | | Vehicle Identification Number 3N1CN7APXGL856800 | | | 37. Additional Trade-In(s) <input type="checkbox"/> Yes | |
| 38. Check only if applicable: SALES AND USE TAX COMPUTATION <input checked="" type="checkbox"/> (a) Sales Price (\$ N/A rebate has been deducted) \$ 56370.00 <input type="checkbox"/> \$90 New Resident Tax – (Previous State) N/A (b) Less Trade-in Amount, described in Box 36 above \$ (6000.00) <input type="checkbox"/> \$5 Even Trade Tax (c) For Dealers/Lessors/Rental ONLY – Fair Market Value Deduction, described in Box 36 above \$ (N/A) <input type="checkbox"/> \$10 Gift Tax – Attach Comptroller Form 14-317 (d) Taxable Amount (Item a minus item b or item c) \$ 50370.00 <input type="checkbox"/> \$65 Rebuilt Salvage Fee (e) 6.25% Tax on Taxable Amount (Multiply item d by .0625) \$ 3148.13 <input type="checkbox"/> 2.5% Emissions Fee (Diesel Vehicles 1996 and Older > 14,000 lbs.) N/A (f) Late Tax Payment Penalty <input type="checkbox"/> 5% or <input type="checkbox"/> 10% \$ N/A <input type="checkbox"/> 1% Emissions Fee (Diesel Vehicles 1997 and Newer > 14,000 lbs.) N/A (g) Tax Paid to N/A (STATE) \$ N/A <input type="checkbox"/> Exemption claimed under the Motor Vehicle Sales and Use Tax Law because: (h) AMOUNT OF TAX AND PENALTY DUE \$ 3148.13 <input checked="" type="checkbox"/> \$28 or \$33 Application Fee for Texas Title (Contact your county tax assessor-collector for the correct fee.) | | | | | | | | | | | |
| CERTIFICATION – State law makes falsifying information a third degree felony | | | | | | | | | | | |
| I hereby certify all statements in this document are true and correct to the best of my knowledge and belief, and I am eligible for title and/or registration (as applicable). | | | | | | | | | | | |
| Signature(s) of Seller(s), Donor(s), or Trader(s) | | | | | AUTONATION FORD FRISCO | | | 08/24/2022 | | | |
| | | | | | Printed Name(s) (Same as Signature(s)) | | | Date | | | |
| Signature of Applicant/Owner | | | | | KARTHIK ASHA | | | 08/24/2022 | | | |
| | | | | | Printed Name (Same as Signature) | | | Date | | | |
| N/A | | | | | N/A | | | N/A | | | |
| Signature(s) of Additional Applicant(s)/Owner(s) | | | | | Printed Name(s) (Same as Signature(s)) | | | Date | | | |



Texas Department
of Motor Vehicles

County of Title Issuance

FORM# 82140 DEAL# 142131 STORE# 373 STK# NMA42011 CUST# 3544432

Instructions for Motor Vehicle Dealers

Transportation Code, §501.0234, requires licensed motor vehicle dealers to apply for title and initial registration for a motor vehicle in the county as directed by the purchaser(s). A dealer may not pre-populate a county selection on this form for the purchaser(s).

This form should only be submitted with the title application when the purchaser(s) designates their county of residence and the county is closed. Otherwise, the original form should be retained with the dealer's vehicle records.

This form is not required if the purchaser(s) will be immediately removing the vehicle from Texas.

Instructions for Purchasers

Vehicle purchasers select the Texas county where a licensed motor vehicle dealer files a title application to transfer title and/or initially register the purchased vehicle. The county selected will receive a portion of the sales tax, title fees, initial registration fees, and other applicable state and local fees. Subsequent registration renewal notices will automatically be mailed to the purchaser from the purchaser's county of residence if it is different from the selection on this form.

Purchaser(s) choose where their application is filed from one of the below:

- County of residence of the purchaser(s)
- County where the motor vehicle is purchased
- County where the motor vehicle is encumbered (by the lienholder)

If the purchaser selects their county of residence and the county is closed, the dealer may submit the title application to any county willing to accept the application.

If the county selection on this form has been pre-populated by the dealer, please visit www.TxDmv.gov, and select the "Motorist" tab to file a complaint against the dealer.

Note: If you sold your vehicle, or traded your vehicle into a dealership, you can also protect yourself by submitting a Vehicle Transfer Notification online at www.TxDmv.gov.

Vehicle Information

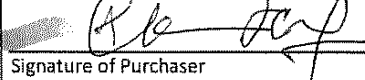
| Vehicle Identification Number | Year | Make | Body Style | Model |
|-------------------------------|------|------|------------|----------------|
| 3FMTK3R73NMA42011 | 2022 | FORD | LL | MUSTANG MACH-E |

County Selection – This field should not be pre-populated by the motor vehicle dealer

File my application in the following Texas county:

Purchaser(s) Acknowledgement

I acknowledge that I was provided with this form and have voluntarily selected the county listed above in which to have the title application and initial registration, if applicable, filed by the dealer. In the event I have selected my county of residence and the county is closed, I authorize the dealer to submit the application to any county willing to accept the application.

| | | |
|--|----------------------------------|-------------------|
|  | KARTHIK ASHA | 08/24/2022 |
| Signature of Purchaser | Printed Name (Same as Signature) | Date |
| N/A | N/A | N/A |
| Signature of Additional Purchaser (if any) | Printed Name (Same as Signature) | Date |

Dealer Statement

The purchaser(s) county of residence as designated by the purchaser(s) above is closed, and the title application will be submitted to the following Texas county:

| | | |
|---------------------|----------------------------------|-------------------|
| Signature of Dealer | Printed Name (Same as Signature) | 08/24/2022 |
| | | Date |

LAW 553-TX-ARB-e 4/21

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

| | |
|--|---|
| BUYER <u>KARTHIK ASHA</u> | SELLER/CREDITOR <u>AUTONATION FORD FRISCO</u> |
| ADDRESS <u>8025 OHIO DR APT 12203</u> | ADDRESS <u>6850 HIGHWAY 121</u> |
| CITY <u>Plano</u> STATE <u>TX</u> ZIP <u>75024</u> | CITY <u>Frisco</u> STATE <u>TX</u> ZIP <u>75034</u> |
| PHONE <u>(848) 234-5285</u> | PHONE <u>N/A</u> |

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

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 | <input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY <input type="checkbox"/> OFFICIAL/EXECUTIVE <input type="checkbox"/> USED | USE FOR WHICH PURCHASED 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 type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> N/A |
|------|------|----------------|-------------------------------|--|--|
| 2022 | Ford | Mustang Mach-E | 3FMTK3R73NMA42011 | | |

Trade-in: Make Nissan Model Versa
 Year 2016 VIN 3N1CN7APXGL856800 License No. N/A

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|--|---|---|--|---|
| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 6.34 % | FINANCE CHARGE The dollar amount the credit will cost you. \$ 9,666.56 | Amount Financed The amount of credit provided to you or on your behalf. \$ 56,028.64 | Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 65,695.20 | Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 4,423.71 \$ 70,118.91 |
| Your Payment Schedule Will Be: (e) means an estimate | | | | |
| Number of Payments | Amount of Payments | When Payments Are Due | | |
| 60 | \$ 1,094.92 | Monthly beginning 10/08/2022 | | |
| N/A | \$ N/A | N/A | | |
| N/A | | | | |
| Late Charge: If we do not receive your entire payment within <u>15</u> days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of <u>5%</u> 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. | | | | |

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.

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.

APPLICABLE LAW
 Federal and Texas law apply to this contract.

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.

ITEMIZATION OF AMOUNT FINANCED

| | |
|---|------------------|
| 1 Cash Price (including any accessories, services, taxes, N/A \$ N/A, N/A \$ N/A, Sales Tax \$ 3,148.13, and N/A \$ N/A) \$ 59,518.13 (1) | |
| 2 Total Downpayment = (if negative, enter "0" and see Line 4A below) | |
| Gross Trade-In | \$ 6,000.00 |
| - Pay Off Made By Seller to DCU | \$ 5,576.29 |
| - Cash Paid to Buyer for Trade-In | \$ N/A |
| = Net Trade-In | \$ 423.71 |
| + Cash | \$ 4,000.00 |
| + Mfrs. Rebate | \$ 0.00 |
| + 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 | \$ 4,423.71 (2) |
| 3 Unpaid Balance of Cash Price (1 minus 2) | \$ 55,094.42 (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 | \$ N/A |
| B Cost of Optional Credit Insurance Paid to Insurance Company or Companies. | |
| Life \$ N/A | \$ 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 ST OF TX for R & B | \$ 28.00 |
| 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) | |
| \$ 92.22 | |
| G Sales Tax (if Not Included in Cash Price) | |
| \$ N/A | |
| H Other Taxes (if Not Included in Cash Price) | |
| \$ N/A | |
| I Government License and/or Registration Fees | |
| License Fee : \$ 108.25 | |
| N/A | \$ 108.25 |
| J Government Certificate of Title Fees | |
| \$ 33.00 | |
| K Government Vehicle Inspection Fees | |
| to state \$ 23.75 to inspection station \$ N/A | \$ 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 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. | |
| 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 SAFE GUARD for Tire & Wheel | \$ 499.00 |
| 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 | \$ 934.22 (4) |
| 5 Amount Financed (3 + 4) | \$ 56,028.64 (5) |

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

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.

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, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X **A** *[Signature]*
Co-Buyer Signs X **A** **N/A**

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PROPERTY INSURANCE. You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas. You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss. If any insurance is checked below, policies or certificates from the insurance companies will describe the terms, conditions, and deductibles.

**Optional Credit
Life and Credit Disability Insurance**

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

Credit Life, one buyer \$ _____ N/A Term _____ N/A Credit Disability, one buyer \$ _____ N/A Term _____ N/A
 Credit Life, both buyers \$ _____ N/A Term _____ N/A Credit Disability, both buyers \$ _____ N/A Term _____ N/A

N/A _____
 (Insurance Company)

N/A _____
 (Home Office Address)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

You want the insurance indicated above.

X B **N/A** **N/A** **X B** **N/A** **N/A**
 Buyer's signature Date Co-Buyer's signature Date

Optional Insurance Coverages and Debt Cancellation Agreement

The granting of credit will not be dependent on the purchase of either the insurance coverages or the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy these insurance coverages or the debt cancellation agreement.

| Coverage | Term in Months | Premium or Fee |
|-------------------------------|----------------|---------------------------------------|
| GAP* | N/A | <input type="checkbox"/> \$ _____ N/A |
| N/A | N/A | <input type="checkbox"/> \$ _____ N/A |
| N/A | N/A | <input type="checkbox"/> \$ _____ N/A |
| Debt Cancellation Agreement** | N/A | \$ _____ N/A |

N/A _____
 (Insurance Company)

N/A _____
 (Home Office Address)

*If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.

**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.

XG **N/A** **N/A** **XG** **N/A** **N/A**
 Buyer's signature Date Co-Buyer's signature Date

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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 1/365th 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 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;
 3. Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
 4. Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- 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. **REPOSESSION.** 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 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.

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- 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.
- 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.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

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) 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.

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OCCC NOTICE. For questions or complaints about this contract, contact TD Bank, N.A. at 800-566-8172. 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. E-mail: consumer.complaints@occc.texas.gov.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer **D** *Retraj* Co-Buyer **D** N/A

See the rest of this contract 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 ACKNOWLEDGEMENT OF CONTRACT RECEIPT: YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW.

Buyer Signs **E** *Retraj* Date 08/24/2022 Co-Buyer Signs **E** N/A Date N/A

Buyer Printed Name KARTHIKASHA 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 Address N/A

Seller signs AUTONATION FORD FRISCO Date 08/24/2022 By **E** *Retraj* Title CFS

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

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