

**VEHICLE BUYER'S ORDER**  
**0258532**  
**KIRKLAND AUTOMOTIVE HOLDINGS II LLC**  
**11800 124TH AVE NE**  
**KIRKLAND WA 98034**  
**425-821-6611**

DATE 04/08/2023

DEAL# 314637  
 CUST# 715906

BUYER SAI HARSHITH CHADARAM RES. PHONE ( 716 ) 994-7798 BUS. PHONE ( \_\_\_\_\_ )  
 ADDRESS 10828 SE 14TH CITY BELLEVUE COUNTY KING STATE WA ZIP 98004

STOCK NO.	YEAR	NEW	USED	COLOR	MAKE	MODEL	VIN NUMBER
A13982	2023	X	RAPID	RED MET TINTED CC	FORD	MUSTANG MACH-E	3FMTK3SS3PMA13982
Title Brands/Comments (if applicable): _____ REBUILT _____ JUNK _____ SALVAGE/REBUILT _____ DESTROYED _____ OTHER _____							

LICENSE NO. WA: \_\_\_\_\_ TAB N/A EXP: \_\_\_\_\_  
 ODOMETER READING 103

The owner of a vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests required by federal or state law.

X [Signature]  
 SIGNATURE (DO NOT INITIAL)

NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:  
 \_\_\_\_\_ an "on/off switch" has been installed on the airbag(s)  
 \_\_\_\_\_ the airbag(s) have been deactivated

A. USED VEHICLE TRADE-IN		
YEAR <u>N/A</u>	MAKE <u>N/A</u>	MODEL <u>N/A</u>
MILEAGE <u>N/A</u>	VIN# <u>N/A</u>	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS <u>N/A</u>		
B. SECOND VEHICLE TRADE-IN		
YEAR <u>N/A</u>	MAKE <u>N/A</u>	MODEL <u>N/A</u>
MILEAGE <u>N/A</u>	VIN# <u>N/A</u>	
BALANCE OWED TO:		
LIENHOLDER'S ADDRESS <u>N/A</u>		
Gross trade-in allowance for (A)	\$	<u>N/A</u>
Less estimated balance owed on (A)	\$	<u>N/A</u>
Gross trade-in allowance for (B)	\$	<u>N/A</u>
Less estimated balance owed on (B)	\$	<u>N/A</u>
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S):	\$	<u>N/A</u>
		(carry over to line 6)

\*Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.

X [Signature]  
 SIGNATURE (DO NOT INITIAL)

1. BASE PRICE OF VEHICLE		<b>56030.00</b>
2. DEALER ADDED OPTIONS:		
<b>PRINCIPAL TOTAL CARE</b>		<b>899.00</b>
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)		<b>56929.00</b>
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee \$ (including \$3.00 Arbitration Fee on New Cars) (\$2.50 Dealer Administrative Fee)	<b>878.75</b>	<b>878.75</b>
5. DOWN PAYMENT (Not receipt for cash received)	(A) CASH <b>20000.00</b> (B) REBATE <u>N/A</u>	<b>20000.00</b>
6. ESTIMATED Net Trade-In Allowance		<u>N/A</u>
7. TOTAL CREDITS (5 + 6)		<b>20000.00</b>
8. SALES TAX [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance]		<b>5920.62</b>
9. DOCUMENTARY SERVICES FEE		<b>200.00</b>
10. SERVICE CONTRACT		<b>1995.00</b>
11. MAINTENANCE CONTRACT		<u>N/A</u>
12. SALES TAX [For Service Contract and/or Maintenance Contract]		<b>203.49</b>
13. INSURANCE (Life, Disability, etc.)		<u>N/A</u>
14. OTHER		<b>2.50</b>
<u>N/A</u>		<u>N/A</u>
<u>N/A</u>		<u>N/A</u>
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)		<b>66129.36</b>
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 - 7)		<b>46129.36</b>
17. UNPAID BALANCE - AMOUNT FINANCED (15 - 7)		<b>46129.36</b>

**FINANCING CONDITION** IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION, PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

**ARBITRATION PROVISION** THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING.

- YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- 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.
- 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. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise - including the interpretation and scope of this provision, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action, in accordance with the laws of the State of Washington. 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. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediations Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. 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.

Notwithstanding this provision, buyers covered by the Military Lending Act are not obligated to engage in arbitration.

By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER SCM CO-BUYER N/A

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HERewith, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

X [Signature] 04/08/2023 \_\_\_\_\_  
 Buyer's Signature Date Dealer or Dealer's Authorized Representative

X \_\_\_\_\_ N/A \_\_\_\_\_  
 Co-Buyer's Signature Date Salesperson's Name **VADIM BAGDASAROV**

76108\*1\*FHOK-FI  
 Rev. 07/19

## ADDITIONAL TERMS, CONDITIONS AND DISCLOSURES

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. **BUYER'S WARRANTIES.** BUYER MAKES THE FOLLOWING WARRANTIES CONCERNING THE TRADE-IN VEHICLE(S) LISTED ON THE FRONT SIDE OF THIS DOCUMENT:
  - A. That the vehicle has not been involved in any collision resulting in any body or chassis damage and does not contain any hidden mechanical defects or hidden defects in the body or chassis;
  - B. That other than the creditor lien for the stated payoff balance, the title to the trade-in vehicle is free and clear of any other liens or encumbrances, and that Buyer is the registered owner of said vehicle and agrees to deliver to Dealer satisfactory evidence of title to said vehicle;
  - C. That the certificate of title for said vehicle does not contain any brand or comment, including but not limited to "REBUILT," "SALVAGE," "JUNK," "DESTROYED," "NON-CONFORMING," "LEMON," or "FLOOD;"
  - D. That the airbag(s) is/are intact and have not been deployed, deactivated, tampered with, repaired, or otherwise altered in any way, and that no airbag "on/off switch" has been installed;
  - E. That the trade-in vehicle has not been determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Washington or any other state;
  - F. That the vehicle's emission control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
  - G. That the vehicle has never sustained flood or water damage;
  - H. That the odometer on the vehicle has not been rolled back or otherwise tampered with, and that the mileage reflected on the odometer is the actual mileage on the vehicle

Buyer acknowledges that Dealer is relying on the foregoing warranties and that without such warranties, Dealer would not be purchasing the trade-in vehicle(s). Buyer further acknowledges that a breach of any of the foregoing warranties entitles Dealer to rescind this Buyer's Order and/or to recover from Buyer any damages sustained by Dealer resulting from said breach, including attorney's fees and costs.

The dollar amount specified as the trade-in allowance may be renegotiated and adjusted in the event that: (1) The Buyer fails to disclose that the certificate of ownership or certificate of title for the trade-in vehicle has been branded for any reason, including but not limited to: its status as a "Rebuilt," "Salvage," or "Lemon Law Repurchase" vehicle; or (2) The trade-in vehicle has substantial physical damage or a latent mechanical defect which occurred before the dealer took possession of the vehicle and which could not have been reasonably discoverable at the time the order, offer or contract was made; or (3) There are excessive additional miles on the trade-in vehicle(s) or there is a discrepancy in the mileage as defined in RCW 46.70.180(4)(b); provided, however, that such does not preclude either party from asserting any other claims or defenses available to them.

2. **PRICE CHANGES.** The manufacturer has reserved the right to change the price of new motor vehicles, including the price of factory-installed options, without notice. In the event that the price of the new car ordered hereunder is so changed, the cash delivered price, which is based on the list price effective on the day of delivery, will govern in this transaction. If the cash delivered price is increased as a result of the manufacturer's change in the price, Buyer may, if dissatisfied with such increased price, cancel this order. The Dealer shall retain the option to void this order if Buyer does not agree to the adjusted price.
3. **CHANGE OF DESIGN.** The manufacturer has the right to make any changes in the model or design of any accessories and/or parts of any new motor vehicle at any time without notice. In the event of any such changes, neither Dealer nor manufacturer shall be obligated to make corresponding changes in the vehicle covered by this order, either before or subsequent to the delivery of such vehicle to Buyer.
4. **DELAYS IN DELIVERY.** Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this order where such failure or delay is due to or caused, in whole or in part, by the manufacturer, accidents, strikes, fires or other causes beyond the control of the Dealer.
5. **FACTORY WARRANTY.** If any new or used vehicle is subject to an existing manufacturer's warranty, that warranty is made by the manufacturer only and runs directly from the manufacturer to Buyer.
6. **DENIAL OF FINANCING APPROVAL.** If for any reason financing approval is not given, or this Agreement is declared void, this section applies. You will return the vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. If you fail to return the Vehicle within 24 hours of our request, you acknowledge that we may retake immediate possession of the Vehicle and you agree to pay us (i) all reasonable expenses we incur in connection with retaking the Vehicle, (ii) the greater of \$.30 per mile or \$30 per day for your use of the Vehicle from the date of your possession of it, and (iii) property damage claims, attorney fees, and other sums to the extent permitted by applicable law.
7. **LIMITATION ON WARRANTIES.** On used motor vehicles, Dealer makes no express warranties except as may be set forth in any written limited warranty granted to Buyer. As to the implied warranties of merchantability and fitness, the same shall be modified, disclaimed or excluded as provided in a separate writing furnished to Buyer by Dealer in the form of a Limited Warranty or a Disclaimer of Warranties. The terms of such Limited Warranty or Disclaimer of Warranties shall control and thereby affect any implied warranties, and such terms and conditions are hereby made a part of this order and are incorporated herein by reference. Further, the applicability of any existing manufacturer's warranty on the used motor vehicle, if any, shall be determined solely by the terms of such warranty.
8. **BUYER'S OBLIGATIONS.** Buyer shall execute an odometer disclosure statement pertaining to Buyer's trade-in vehicle(s) as required by law. Buyer agrees and acknowledges that any misrepresentation on said odometer statement will constitute a breach of this agreement by Buyer and entitles Dealer to pursue all remedies allowed by law or, at Dealer's option, to cancel this agreement. Further, in the event the vehicle purchase referred to in this order is to be financed, Buyer herein, before or at the time of delivery of the vehicle ordered, and in accordance with the terms and conditions of payment indicated on the front side of this order, agrees to execute a retail installment contract or security agreement for the purchase of such vehicle. Buyer agrees that any misrepresentation on any credit application provided by Buyer with respect hereto shall constitute a breach of this Agreement.
9. **SECURITY INTEREST.** Buyer hereby grants to Dealer a security interest in the subject vehicle and in all additions, accessories, and all proceeds of insurance covering its loss, damage, or destruction, and in all service contracts and mechanical breakdown policies pertaining thereto. The security interest created hereby secures the payment of all debt Buyer owes to Dealer pursuant to and/or arising under this order, including but not limited to the purchase price of the subject vehicle. Seller retains this security interest provided for in this Buyer's Order notwithstanding assignment of any retail installment contract or other financing agreement (including the separate security interest provided for, and in addition to, that therein) to a third party.
10. **ATTORNEY'S FEES.** In the event either Buyer or Dealer shall seek the services of an attorney as a result of the breach of this agreement by the other party, the prevailing party in any legal action or arbitration shall be entitled to reimbursement of attorney's fees and costs incurred as a result of the other party's breach. Further, in the event Buyer files for bankruptcy, Dealer shall be entitled to collect any and all attorney's fees incurred by Dealer with respect to such bankruptcy proceeding, including but not limited to seeking relief from stay or seeking reaffirmation of the debt.
11. **CONTROLLING LAW/VENUE.** This agreement shall be construed in accordance with the laws of the State of Washington. In any suit, action, or other proceeding arising out of this agreement, the parties agree that the venue for any such suit, action or proceeding shall be the county in which the Dealer's principal place of business is located.
12. **DOCUMENTARY SERVICE FEE.** The Documentary Service Fee is a negotiable fee.

- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to 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. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

g. What we may do with optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel 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 confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**ARBITRATION PROVISION  
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- 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.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

**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.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X  Co-Buyer Signs X N/A


If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

See the rest of this contract for other important agreements.

**NOTICE TO BUYER:** (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 7.44 % (must be filled in) per annum computed monthly.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X  Date 04/08/2023 Co-Buyer Signs X N/A Date N/A

Buyer Printed Name SAI HARSHITH CHADARAM Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary 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 X N/A Address N/A

Seller signs KIRKLAND AUTOMOTIVE HOLDINGS II, LLC Date 04/08/2023 By X Title F&I MGR.

Seller assigns its interest in this contract to WELLS FARGO AUTO (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse  Assigned without recourse  Assigned with limited recourse

Seller KIRKLAND AUTOMOTIVE HOLDINGS II, LLC

By X Title F&I MGR.



## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Balloon Payment Options.** Your Balloon Payment is due and payable as disclosed on page 1 of this contract. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked on page 1 of the contract, you have the following options.

*Pay in Full.* You may pay the Balloon Payment in full when due.

*Refinance.* You may refinance the Balloon Payment if you do not pay the Balloon Payment when due. You agree that the annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. You may choose to refinance the Balloon Payment before it is due according to the above terms if you notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance, you must provide proof of insurance acceptable to us before the refinancing.

*Sell Back.* You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described below and on page 1 of this contract. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must contact us immediately.

You must pay us the excess mileage fee shown on page 1 of this contract. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. **WARNING: UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PHYSICAL DAMAGE INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED) PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPER COVERAGE ELSEWHERE. YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, THE ANNUAL PERCENTAGE RATE ON THIS CONTRACT WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE. THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS.** If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

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

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.

**ITEMIZATION OF AMOUNT FINANCED**

**1 Cash Sale Price**

Vehicle Cash Price	\$	<u>56929.00</u>
Other <u>N/A</u>	\$	<u>N/A</u>
Other <u>N/A</u>	\$	<u>N/A</u>
Other <u>N/A</u>	\$	<u>N/A</u>
Other <u>N/A</u>	\$	<u>N/A</u>
Sales Tax	\$	<u>6124.11</u>
Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.)	\$	<u>200.00</u>
<b>Total Cash Sale Price</b>	\$	<b><u>63253.11</u></b> (1)

**2 Total Downpayment =**

Trade-In _____ <u>N/A</u>	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>N/A</u>
Less Payoff Made By Seller to <u>N/A</u>	\$ <u>N/A</u>
Equals Net Trade In	\$ <u>N/A</u>
+ Cash	\$ <u>20000.00</u>
+ Other <u>N/A</u>	\$ <u>N/A</u>
+ Other <u>N/A</u>	\$ <u>N/A</u>
+ Other <u>N/A</u>	\$ <u>N/A</u>
(If total downpayment is negative, enter "0" and see 4H below)	\$ <u>20000.00</u> (2)
<b>Unpaid Balance of Cash Price (1 minus 2)</b>	\$ <b><u>43253.11</u></b> (3)

**4 Other Charges Including Amounts Paid to Others on Your Behalf**

(Seller may keep part of these amounts):

**A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.**

Life	\$	<u>N/A</u>
Disability	\$	<u>N/A</u>

**B Other Optional Insurance Paid to Insurance Company or Companies**

Total Insurance Paid to Insurance Companies	\$	<u>N/A</u>
---	----	------------

**C Optional Gap Contract**

	\$	<u>N/A</u>
--	----	------------

**D Official Fees Paid to Government Agencies**

to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>

**E Government Taxes Not Included in Cash Price**

	\$	<u>N/A</u>
--	----	------------

**F Government License and/or Registration Fees**

<b>EM FEE</b> <u>2.50</u>	
<b>LICENSE FEE</b> <u>878.75</u>	\$ <u>881.25</u>

**G Government Certificate of Title Fees**

Total Official Fees Paid to Government Agencies	\$	<u>N/A</u>
---	----	------------

**H Other Charges (Seller must identify who is paid and describe purpose)**

to <u>N/A</u> for Prior Credit or Lease Balance	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <b>KIRKLAND AUTOMOTIVE HOLDINGS</b> for <b>PRINCIPAL WARRANTY CO</b>	\$	<u>1995.00</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>
<b>Total Other Charges and Amounts Paid to Others on Your Behalf</b>	\$	<b><u>2876.25</u></b> (4)

**5 Amount Financed (3 plus 4)**

	\$	<b><u>46129.36</u></b> (5)
--	----	----------------------------

**OPTION:**  You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract \_\_\_\_\_  
 I want to buy a gap contract. \_\_\_\_\_  
 Buyer Signs  N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose subject to our approval of your choice as the law allows. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit.  
 If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Check the insurance you want and sign below:**  
**Optional Credit Insurance**  
 Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability:  Buyer  Co-Buyer  Both  
 Premium:  
 Credit Life \$ N/A  
 Credit Disability \$ N/A  
 Insurance Company Name N/A  
N/A  
 Home Office Address N/A  
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Other Optional Insurance**  
 N/A N/A  
 Type of Insurance Term  
 Premium \$ N/A  
 Insurance Company Name N/A  
N/A  
 Home Office Address N/A  
N/A

N/A N/A  
 Type of Insurance Term  
 Premium \$ N/A  
 Insurance Company Name N/A  
N/A  
 Home Office Address N/A  
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.  
 I want the insurance checked above. We will apply for this insurance on your behalf.

N/A N/A  
 Buyer Signature Date  
 N/A N/A  
 Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY, OR PROPERTY DAMAGE LIABILITY.**

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

DEAL#: 314637 CUST#: 715906

0047673

Table with 3 columns: Buyer Name and Address, Co-Buyer Name and Address, Seller-Creditor (Name and Address). Includes details for SAI HARSHITH CHADARAM and KIRKLAND AUTOMOTIVE HOLDINGS II, LLC.

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

Table with 6 columns: New/Used, Year, Make and Model, Odometer, Vehicle Identification Number, Primary Use For Which Purchased. Details: NEW, 2023, FORD MUSTANG MACH-E, 103, 3FMTK3SS3PMA13982.

FEDERAL TRUTH-IN-LENDING DISCLOSURES table with 5 columns: ANNUAL PERCENTAGE RATE, FINANCE CHARGE, Amount Financed, Total of Payments, Total Sale Price.

WARRANTIES SELLER DISCLAIMS. The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Your Payment Schedule Will Be: (e) means an estimate. Table with 3 columns: Number of Payments, Amount of Payments, When Payments Are Due.

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.

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

APPLICABLE LAW. Federal law and the law of the state of Washington apply to this contract.

Returned Check Charge: You agree to pay a charge of up to \$20 if any check you give us is dishonored or any electronic payment is returned unpaid.

SERVICING AND COLLECTION CONTACTS. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action.

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

NO COOLING OFF PERIOD. State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause.

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.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller.

FOR SALE IN THE US  
WHERE PERMISSIBLE  
BY STATE LAW

**PRINCIPAL  
TOTAL CARE**

**TOTAL CARE AGREEMENT  
DECLARATION PAGE**

AGREEMENT NUMBER

**PPTC00507333**

**AGREEMENT HOLDER INFORMATION**

LAST NAME <b>CHADARAM</b>	FIRST <b>SAI HARSHITH</b>	MI	TELEPHONE NUMBER <b>(716) 994-7798</b>
ADDRESS <b>10828 SE 14TH</b>	CITY <b>BELLEVUE</b>	STATE <b>WA</b>	ZIP CODE <b>98004</b>

**VEHICLE INFORMATION**

YEAR <b>2023</b>	MAKE <b>FORD</b>	MODEL <b>MUSTANG MACH-E PREMIUM</b>	TERM <b>60</b>	<b>999,999</b>
VEHICLE IDENTIFICATION # <b>3FMTK3SS3PMA13982</b>	VEHICLE PURCHASE PRICE <b>\$56,030.00</b>	ODOMETER <b>09</b>		

**PLAN INFORMATION**

PURCHASE DATE <b>04/08/2023</b>	AGREEMENT PURCHASE PRICE <b>\$899.00</b>	PLAN TYPE <input checked="" type="checkbox"/> <b>NEW</b> <input type="checkbox"/> <b>USED</b>
------------------------------------	---	--

TYPE OF COVERAGE

Preferred Tire & Wheel     Preferred Tire & Wheel with Key Replacement     Maximum Tire & Wheel     Maximum Tire & Wheel with Key Replacement

\*\* Check One. If no box is checked, Maximum Tire & Wheel with Key Replacement will apply.

**DEALER/LIENHOLDER INFORMATION**

DEALER NAME, ADDRESS, CITY, STATE, ZIP CODE <b>Ford Hyundai of Kirkland    11800 124th Ave NE, Kirkland, WA 98034</b>	
TELEPHONE NUMBER <b>(425) 821-6611</b>	DEALER NUMBER <b>1189</b>
LIEN HOLDER NAME, ADDRESS, CITY, STATE, ZIP CODE	TELEPHONE NUMBER

**OTHER PROVISIONS**

The ADMINISTRATOR of this AGREEMENT is Principal Warranty Corp., at 1500A E. College Way, PMB 541, Mount Vernon, WA 98273. The telephone number is (800) 963-0232.

The entity obligated to perform under this AGREEMENT, which is referred to as "We", "Us" and "Our" throughout the AGREEMENT Terms and Conditions, is Northcoast Warranty Services, Inc., 800 Superior Avenue E, 21st Floor, Cleveland, OH 44114, (866) 927-3097, unless indicated otherwise in the Special State Disclosures.

Should You have any questions concerning coverage or benefits under this AGREEMENT, You may call Our claim center at (800) 963-0232 for assistance.

All 24-Hour Roadside Assistance services and membership benefits are provided by SafeRide Motor Club, Inc., at 13901 Midway Rd, Suite 102-429, Dallas, TX 75244-4388. See Section 2, "24-Hour Toll-Free Roadside Assistance", for more details.

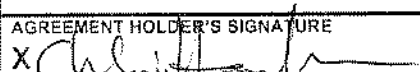

Purchase of this AGREEMENT is not required in order to purchase or obtain financing for a motor vehicle. This AGREEMENT is not valid unless this DECLARATION PAGE is completed and attached to the AGREEMENT Coverage TERMS & CONDITIONS.

**SIGNATURES FOR AGREEMENT**

This DECLARATION PAGE shall be the basis upon which the AGREEMENT is issued. YOUR signature indicates that You have read the information set forth herein and agree that it is true and correct and that You accept the terms and provisions of this AGREEMENT and agree to be bound by the terms thereof.

You acknowledge YOUR understanding of the Arbitration Clause in the Arbitration section.

You further certify that You have received at least two (2) sets of properly functioning KEY(s) and/or transponders (where applicable) for the COVERED VEHICLE on the AGREEMENT SALE DATE. A valet key is not considered a KEY.

AGREEMENT HOLDER'S SIGNATURE 	DATE <b>04/08/2023</b>	DEALER AUTHORIZED SIGNATURE 	DATE <b>04/08/2023</b>
---	---------------------------	---	---------------------------

ADMINISTRATOR COPY / CUSTOMER COPY / DEALER COPY / LIENHOLDER COPY  
©Copyright 2019, Principal Warranty Corp., LLC, All Rights Reserved