

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

Dealer Number 04117 Contract Number 110133 R.O.S. Number 28424567 Stock Number TS121232
 DATE: 11/19/2012 CONTROL # 200273 Salesperson: ROBERT GUTIERREZ

| | | |
|---|--|---|
| Buyer Name and Address (Including County and Zip Code) | Co-Buyer Name and Address (Including County and Zip Code) | Creditor-Seller (Name and Address) |
| | N/A | DCH TOYOTA OF SIMI VALLEY 2380 FIRST STREET SIMI VALLEY, CA 93065 |

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 on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

| New Used | Year | Make and Model | Odometer | Vehicle Identification Number | Primary Use For Which Purchased |
|----------|------|----------------|----------|-------------------------------|--|
| NEW | 2012 | TOYOTA PRIUS | 18 | JTDKN3DP3C3 | Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial |

FEDERAL TRUTH-IN-LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE | FINANCE CHARGE | Amount Financed | Total of Payments | Total Sale Price |
|---|---|---|--|---|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. | The total cost of your purchase on credit, including your down payment of |
| 0.00 % | \$ 0.00(e) | \$ 31192.43 | \$ 31192.40 | \$ 1000.00 is \$ 32192.43(e) |

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

| Number of Payments: | Amount of Payments: | When Payments Are Due: |
|---------------------|---------------------|-------------------------------|
| One Payment of | N/A | N/A |
| One Payment of | N/A | N/A |
| 59 Payments | 519.87 | Monthly, Beginning 12/19/2012 |
| N/A Payments | N/A | Monthly, Beginning N/A |
| One Final Payment | 520.10 | 11/19/2017 |

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. **Total Cash Price**

A. Cash Price of Motor Vehicle and Accessories \$ 29242.00 (A)

1. Cash Price Vehicle \$ 28743.00

2. Cash Price Accessories \$ 499.00

3. Other (Nontaxable) N/A

Describe N/A \$ N/A

Describe N/A \$ N/A

B. Document Processing Charge (not a governmental fee) \$ 80.00 (B)

C. Emissions Testing Charge (not a governmental fee) \$ N/A (C)

D. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (D)

E. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (E)

F. (Optional) Theft Deterrent Device (to whom paid) N/A \$ N/A (F)

G. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (G)

H. (Optional) Surface Protection Product (to whom paid) N/A \$ N/A (H)

I. Sales Tax (on taxable items in A through H) \$ 2565.68 (I)

J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid) TRI VIN \$ 26.00 (J)

K. (Optional) Service Contract (to whom paid) N/A \$ N/A (K)

L. (Optional) Service Contract (to whom paid) N/A \$ N/A (L)

M. (Optional) Service Contract (to whom paid) N/A \$ N/A (M)

N. (Optional) Service Contract (to whom paid) N/A \$ N/A (N)

O. (Optional) Service Contract (to whom paid) N/A \$ N/A (O)

P. Prior Credit or Lease Balance paid by Seller to N/A (e) \$ N/A (P)

(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) N/A \$ N/A (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (R)

S. Other (to whom paid) N/A \$ N/A (S)

For N/A \$ N/A (S)

Total Cash Price (A through S) \$ 31913.68 (1)

2. **Amounts Paid to Public Officials**

A. Vehicle License Fees Estimated \$ 190.00 (A)

B. Registration/Transfer/Titling Fees Estimated \$ 80.00 (B)

C. California Tire Fees \$ 8.75 (C)

D. Other N/A \$ 0.00 (D)

Total Official Fees (A through D) \$ 278.75 (2)

3. **Amount Paid to Insurance Companies**

(Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee \$ 0.00 (4)

5. **Subtotal (1 through 4) \$ 32192.43 (5)**

6. **Total Downpayment**

A. Agreed Trade-In Value Yr N/A Make N/A \$ N/A (A)

Model N/A Odom N/A

VIN N/A

B. Less Prior Credit or Lease Balance (e) \$ N/A (B)

C. Net Trade-In (A less B) (indicate if a negative number) \$ N/A (C)

D. Deferred Downpayment \$ N/A (D)

E. Manufacturer's Rebate \$ 1000.00 (E)

F. Other N/A \$ N/A (F)

G. Cash \$ N/A (G)

Total Downpayment (C through G) \$ 1000.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. **Amount Financed (5 less 6) \$ 31192.43 (7)**

SELLER ASSISTED LOAN

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount \$ N/A Finance Charge \$ N/A

Total \$ N/A Payable in N/A

installments of \$ N/A \$ N/A

from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X N/A

Buyer Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side 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

Co-Buyer Signs X N/A

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X N/A

Payoff Agreement: Seller relies on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any average Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X N/A Co-Buyer Signature X N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Co-Buyer Signature X N/A

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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, YOU GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Date 11/19/12 Co-Buyer Signature X N/A Date N/A

Co-Buyers and Other Owners: If co-buyers or other persons are 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 Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller Signs DCH TOYOTA OF SIMI VALLEY Date 11/19/12 By X Title MANAGER

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