

Fill in this information to identify your case:

Debtor 1	AFH Air Pros, LLC		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	Northern District Of Georgia		
Case number	25-10356-PB-11		

- ☒ Date Stamped Copy Returned
- ☐ No self addressed stamped envelope
- ☐ No copy to return

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	AmeriCredit Financial Services, Inc. dba GM Financial Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	[X] No [] Yes. From Whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? AmeriCredit Financial Services, Inc. dba GM Financial AmeriCredit Financial Services, Inc. dba GM Financial PO Box 183853 Arlington, TX 76096	Where should payments to the creditor be sent (if different)? AmeriCredit Financial Services, Inc. dba GM Financial AmeriCredit Financial Services, Inc. dba GM Financial PO Box 183853 Arlington, TX 76096
<div style="display: flex; justify-content: space-between;"> <div> <p>RECEIVED JUL 10 2025</p> <p>VERITA GLOBAL</p> </div> <div> <p>Contact phone (877) 203-5538</p> <p>Contact email</p> </div> <div> <p>Contact phone (877) 203-5538</p> <p>Contact email</p> </div> </div> <p>Uniform claim identifier (if you use one)</p> <p>-----</p>		
4. Does this claim amend one already filed?	[X] No [] Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	[X] No [] Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>3985</u>
7. How much is the claim? CLAIMANT RESERVES THE RIGHT TO AMEND CLAIM	<u>**\$6,027.31</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Deficiency Claim</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of Property: _____ Amount of the claim that is secured: <u>\$0.00</u> Amount of the claim that is unsecured: <u>\$6,027.31</u> (the sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: <u>\$6,027.31</u> Annual Interest Rate (When the case was filed) <u>14.00%</u> <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition: _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

RECEIVED

JUL 10 2025

VERITA GLOBAL

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date May 05, 2025
MM / DD / YYYY

/s/ Mandy Youngblood

Signature

Print the name of the person who is completing and signing this claim:

Name

Mandy Youngblood

First name

Middle name

Last name

Title

Company

AmeriCredit Financial Services, Inc. dba GM Financial

Address

Contact phone

Email

RECEIVED

JUL 10 2025

VERITA GLOBAL

Itemized Statement Required by Bankruptcy Rule 3001(c)(2)(A) as of Petition Date

AmeriCredit Financial Services, Inc. dba GM Financial

Name of Debtor: **AFH Air Pros, LLC**

Case Number: **25-10356-PB-11**

Account Number: **3985**

Principal **26,074.07**

+ Interest **680.85**

+ Late Fees **331.39**

+ Related Expense **938.50**

- Sale Proceeds **20,250.00**

- Refunds **0.00**

- Payments **1,747.50**

Other Adjustment **0.00**

Total **6,027.31**

Case Number 25-10356-PB-11 AFH Air Pros. LLC
Account No. xxx3985 / 1112175

Deficiency Report

SaleDate 6/29/2022

Pre-Sale Balance	\$26,754.92
Less Gross Sale Price	(\$20,250.00)
Plus Costs of Sale	
Repo Fees	\$938.50
Late Fees	\$331.39
Less Rebates / Refunds	
Misc Payments	(\$1,747.50)
	<hr/>
	\$6,027.31

1112175

P.O. Box 182963
Arlington, TX 76096-2963

Date of Notice:

July 26, 2022

Account Number:

Date of Contract:

April 25, 2019

Business Hours:

Mon-Tue 8A-8P CT

Wed 8A-5P CT

Thu 8A-8P CT

Fri 8A-5P CT

Sat 9A-1P CT

ONE SOURCE HOME SERVICE, LLC
2801 EVANS ST
HOLLYWOOD, FL 33020

Description of Property: 2017 CHEVROLET EXPRESS 2500 G

Vehicle Identification Number: 1GCWGAF7H1165878

Date of Repossession: May 12, 2022

DEFICIENCY CALCULATION

The above described vehicle was sold at a private sale on June 29, 2022 as a result of your default on your Motor Vehicle Retail Installment Contract (or it has been abandoned due to a total loss).

Proceeds of the sale (or the insurance check if deemed a total loss) did not satisfy the balance on your account and a deficiency exists in the amount of \$6,027.31

The deficiency amount has been calculated as follows:

Unpaid Amount Financed* (If simple interest contract, amount includes accrued interest through the date of this notice. If this is a precomputed contract, amount includes a rebate of unearned interest as of the date of this notice.):

\$26,754.92

Less Proceeds of Sale (or insurance check if a total loss):

\$20,250.00

Balance:

\$6,504.92

Plus expenses:

Retaking Charges:

\$685.00

Charges at Auction:

\$253.50

Attorney's Fees:

\$0.00

Bailout Fee:

\$0.00

Plus Late Fees:

\$331.39

Less Credits: Payments (Customer, Ancillary):

\$1,747.50

TOTAL DEFICIENCY OWED*:

\$6,027.31

*Any incurred, but not reflected, or future debits, credits, charges, including additional credit service charges or interest, rebates, and expenses may affect the amount of the deficiency.

Please contact us to make arrangements for the payment of this debt. If you do not, GM Financial may take any legal action necessary in order to recover the debt.

You may contact GM Financial at 4001 Embarcadero Arlington, TX 76014 or 1-877-203-5539 for further information.

Buyer Name and Address (Including County and Zip Code) ONE SOURCE HOME SERVICE LLC 6301 FEDERAL DENVER CO 80221 COUNTY: ADAMS		Co-Buyer Name and Address (Including County and Zip Code) N/A		Seller/Challenger Name and Address MIDWAY CHEVROLET 2323 W BELL RD PHOENIX, AZ 85023	
Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased		
2017	CHEVROLET IMPREZA	23116 1SCWGAFF7H1165878	Personal, Family, or Household Use <input checked="" type="checkbox"/> Business <input type="checkbox"/> Agricultural		
FEDERAL TRUTH-IN-LENDING DISCLOSURES					
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.		FINANCE CHARGE The dollar amount the credit will cost you.		Total of Payments The amount of credit provided to you or on your behalf.	
1.00 %		16.547.31		33653.25	
Your Payment Schedule Will Be:		Total of Payments		Total Sale Price	
Number of Payments		When Payments Are Due		The total cost of your purchase on credit, including your down payment of \$ 0.00.	
72		Monthly beginning 06/09/19		\$ 50200.56	
N/A		N/A		N/A	
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 amount of the payment that is late.					
Prepayment: If you pay early, you will not have to pay a penalty.					
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 payment in full before the scheduled date and security interest.					
ITEMIZATION OF AMOUNT FINANCED					
1. Cash Price					
A. Cash Price of Motor Vehicle (including accessories, services)					
B. Sales Tax					
C. Pre-Credit or Lease Balance paid to					
D. Other - Documentation Fee					
E. Other -					
F. Other -					
G. Other -					
H. Other -					
Total Cash Price (A through H)					
2. Total Downpayment					
Gross Trade-In Allowance					
Less Pay Off Made By Seller					
Equals Net Trade-In					
+ Cash					
+ Other					
If total downpayment is negative, enter "N" and use prior credit or lease balance, less VC, above					
3. Unpaid Balance of Cash Price (1 minus 2)					
4. Other Charges including Amount Paid to Others on Your Behalf (Enter any two parts of these amounts)					
A. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies					
B. Other Optional Insurance Paid to Insurance Company or Companies					
C. Optional Gap Contract					
D. Official Fees Paid to Government Agencies					
E. Government Fees Not Included in Cash Price					
F. Government License and Registration Fees					
G. Government Certificate of Title					
H. Other Charges (Enter must specify who is paid and specify interest)					
I. Other Charges (Enter must specify who is paid and specify interest)					
J. Other Charges (Enter must specify who is paid and specify interest)					
K. Other Charges (Enter must specify who is paid and specify interest)					
L. Other Charges (Enter must specify who is paid and specify interest)					
M. Other Charges (Enter must specify who is paid and specify interest)					
N. Other Charges (Enter must specify who is paid and specify interest)					
O. Other Charges (Enter must specify who is paid and specify interest)					
P. Other Charges (Enter must specify who is paid and specify interest)					
Q. Other Charges (Enter must specify who is paid and specify interest)					
R. Other Charges (Enter must specify who is paid and specify interest)					
S. Other Charges (Enter must specify who is paid and specify interest)					
T. Other Charges (Enter must specify who is paid and specify interest)					
U. Other Charges (Enter must specify who is paid and specify interest)					
V. Other Charges (Enter must specify who is paid and specify interest)					
W. Other Charges (Enter must specify who is paid and specify interest)					
X. Other Charges (Enter must specify who is paid and specify interest)					
Y. Other Charges (Enter must specify who is paid and specify interest)					
Z. Other Charges (Enter must specify who is paid and specify interest)					
5. Amount Financed (3 minus 2 plus 4)					
If the "Amount Financed" exceeds \$27,200 or if the motor vehicle is primarily for commercial use, the "Amount Financed" is also the "Total Cash Price Balance" and the "Total of Payments" is also the "Total Balance".					
OPTION: <input type="checkbox"/> 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					
FOR USED VEHICLES ONLY					
The Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.					
ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEMS(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:					
ATENCIÓN COMPRADOR: FIRMAR AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE ELLOS SIGUIENTE(S) PROBLEMA(S) QUE USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO BAJO ESTOS TÉRMINOS:					
1. _____ 2. _____ 3. _____					
X Buyer Signs (Date) _____ X Co-Buyer Signs (Date) _____					
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 on the vehicle, except as described above for used vehicles. Making no warranties means that the Seller is selling the vehicle as is - not expressly warranted or guaranteed and without any implied warranties of merchantability (except as described above) or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.					
<input type="checkbox"/> IF THE BOX IS CHECKED, THIS CONTRACT IS SUBJECT TO A BROKER FEE PAID BY THE SELLER TO					
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. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.					
You acknowledge an express intent to grant a security interest in the vehicle and hereby waive and abandon all personal property exemptions granted upon the vehicle, which is the subject of this contract. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM PROSECUTION.					
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 _____ Co-Buyer Signs _____					
If any part of this contract is not valid, all other parts stay in effect. We agree to release each other from any and all rights under this contract without being taken. For example, we may extend the time for making some payments without extending the time for making others.					
NOTICE TO THE BUYER: (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract you sign.					
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.					
YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW.					
You agree to the terms of this contract. ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.					
The Arizona Department of Financial Institutions regulates the Seller and can be contacted at 100 N 15th Avenue, Suite 251, Phoenix, AZ 85007, (602) 771-2800, if you have any complaints concerning this contract.					
Buyer Signs _____ Date 04/25/19					
Co-Buyer Signs _____ Date 04/25/19					
SEE BACK FOR OTHER IMPORTANT TERMS AND AGREEMENTS.					
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 _____ Date _____ Address _____					
Seller assigns its interest in the contract to _____ (Assigned) under the terms of Seller's agreement(s) with Assignee.					
<input type="checkbox"/> Assigned with recourse <input type="checkbox"/> Assigned with limited recourse					
MIDWAY CHEVROLET By _____ Title _____					
FORM 100 (03-07-AZ) 100-100					
ORIGINAL LENDER					

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- Now we will figure Finance Charge. We will figure the Finance Charge as a daily basis on the Amount Financed. The Amount Financed is the total of the Amount Financed with a day counted as 1/365th of a year (or 1/366th in a leap year).
- How we will apply payments. We will 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 chosen.
- Now let's payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of the contract based on 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 higher or lower 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.
- 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, we must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- 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.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to 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, damage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- 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 or premiums or charges from the contracts.
- This security interest of all you owe on this contract. It also, secures your other obligations in this contract. You will make sure the title shows our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- 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. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers our interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.
 - If the vehicle is lost or damaged, you agree that we may use any insurance settlement to pay what you owe or repair the vehicle.
 - What happens to reinsurance, maintenance, service, or other contract charges, if we get a refund of insurance, maintenance, service, or other contract charges, we will subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. 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:
 - You may have to pay late fees or charges. 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 us false, incomplete, or misleading information on a 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.

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 THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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, or against the manufacturer of the vehicle or equipment obtained under this contract.

GUARANTEE

The undersigned, jointly and severally, guarantee payment of all amounts owing under this contract and the payment upon demand of the entire amount owing on this contract in the event of default in payment by Buyer named herein. The undersigned waives notice of performance, demands for performance, notice of non-performance, protest, notice of protest, notice of dishonor, notice of acceptance of this Guaranty, any extension in time of payment, call of any of the collateral and of all other notices to which the undersigned would be otherwise entitled by law and agrees to pay all amounts owing hereunder upon demand, without requiring any action or proceeding against Buyer, and specifically waives any right to require action against Buyer as provided in A.R.S. §§ 22-1641 et seq. The undersigned agrees to deliver to Seller or, after assignment, to Assignee, true and correct financial statements, and any other information relating to the undersigned's financial condition as may be reasonably requested. The undersigned acknowledges receipt from the Seller, prior to signing below, of a separate Notice to Assignee.

DATED AT _____	
DATED AT _____	
Dated at _____	
Marital Community Property Joinder: The undersigned spouse of the Guarantor joins in the execution of this guaranty for the purpose of binding the marital property of the Guarantor, and the undersigned, in accordance with A.R.S. § 25-214 or other applicable law. THE UNDERSIGNED SPOUSE OF THE GUARANTOR ACKNOWLEDGES RECEIPT FROM THE SELLER, PRIOR TO SIGNING BELOW, OF A SEPARATE NOTICE TO ASSIGNMENT.	
_____ Date	_____ Spouse of the Guarantor

ARBITRATION PROVISION

- 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, 1635 Broadway, 10th Floor, New York, New York 10019 (www.adr.com), 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-Credit 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 \$500, 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 the 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, retried 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 the 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.