

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLC
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court Northern District of Texas
Case number: 25-33487

FILED
U.S. Bankruptcy Court
Northern District of Texas
10/23/2025
Stephen J. Manz, Clerk

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?	<u>Andrea Rios</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Andrea Rios</u> Name <u>1221 n peach ave #152</u> <u>Fresno, CA 93727</u> Contact phone <u>5595515042</u> Contact email <u>Andrea.rios.131313@gmail.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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>5085</u>						
7. How much is the claim?	\$ <u>35000.00</u> <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>						
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 healthcare information. Vehicle purchase and defect, Breach of contract / deceptive practices, Financial damages, Correspondence / demand a _____						
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 <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <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.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Value of property:	\$ _____						
Amount of the claim that is secured:	\$ _____						
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)						
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: _____						

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> 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).	\$ _____
	<input type="checkbox"/> 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).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
<small>* 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.</small>		

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 10/23/2025
MM / DD / YYYY

/s/ Andrea rios

Signature

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

Name Andrea rios

First name Middle name Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer

Address

1221 n peach ave #152

Number Street

Fresno, CA 93727

City State ZIP Code

Contact phone 5595515042

Email Andrea.rios.131313@gmail.con

NOTICE

This document must be printed using a color printer. Under California law certain provisions within a Motor Vehicle Retail Installment Sales Contract must appear in red.

Failure to print this document with a color printer may result in liability on your part. Wolters Kluwer Financial Services is not responsible for any losses resulting from the failure to print this document with a color printer.

Conditional Sale Contract and Security Agreement

CA-103-ARB 10/10/2015

Seller Name and Address

Ganas Auto
145 E. Auto Center Drive
Fresno CA 93710

Buyer and Co-Buyer Name(s) and Address(es)

andrea rios nava
1666 E Red Beaut Cir
Reedley CA 93654

Contract No. 278149

Date 10/13/2024

Dealer # 87080 ROS# Stock # P148248

Primary use of the vehicle is personal, family, or household use unless otherwise indicated: ☐ Primary use is business, commercial or agricultural purpose.

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
14.89 %	\$ 9,585.68	\$ 23,246.17	\$ 32,831.85	\$ 2,200.00
				\$ 35,031.85

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due	(e) means estimate
58	\$ 559.00	MONTHLY BEGINNING 11/09/2024	
N/A	\$ N/A	N/A	
1	\$ 409.85	FINAL DUE ON: 09/09/2029	
N/A	\$ N/A	N/A	
N/A	\$ N/A	N/A	

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 5% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

New/Used	Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
USED	2018	Nissan	Maxima	Car	1N4AA6AP5JC409486	89332

Trade-In Description; Payoff Accuracy; Agreement

Trade-In Vehicle:

N/A N/A N/A
Year Make Model
N/A N/A
Odometer VIN

The payoff amount of your trade-in is shown in 6.B. of the Itemization of Amount Financed on Page 2. We relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the amount shown in 6.B. You understand the payoff amount is an estimate. You agree that if the actual payoff amount is greater than the payoff amount shown in 6.B. you will pay us the difference if we ask for it. If the actual payoff amount is less than the amount shown in 6.B. we will refund to you any overage we receive from your prior lienholder or lessor. Subject to the NOTICE in the "Owner Agreement" section of this Contract, any assignee of this Contract will not be obligated to pay the amount shown in 6.B. or any refund.

Buyer:

N/A

Co-Buyer:

10-13-2024

Important Notices

Seller Assisted Loans.

You may be required to pledge security for the loan. You will be obligated for the installment payments on both this Conditional Sales Contract and the Loan.

Lender on loan

Amount \$ 0.00 Finance Charge \$ N/A
Total \$ 0.00 Payable in N/A installments of
\$ 0.00 \$ 0.00 of loan proceeds
included in item 6.D. of the Itemization of Amount Financed on Page 2.

Auto Broker Fee.

If the Vehicle is new, this transaction is not subject to a fee received by an auto broker from us unless this box is checked:

☐ Name of auto broker receiving fee:

N/A

Itemization of Amount Financed (Seller may retain or receive part of the amounts paid to others.)

1. Cash Price Itemization	
A. Cash Price (excluding items 1.B to L.3)	
1. Cash Price of Vehicle	\$ 22,999.00
2. Cash Price of Accessories	\$ 0.00
3. Other <u>N/A</u>	\$ 0.00
<u>N/A</u>	\$ 0.00
B. Document Processing Charge (not a governmental fee)	\$ 85.00
C. Emissions Testing Charge (not a governmental fee)	\$ 0.00
D.1 (Optional) Theft Deterrent Device paid to <u>N/A</u>	\$ 0.00
D.2 (Optional) Theft Deterrent Device paid to <u>N/A</u>	\$ 0.00
D.3 (Optional) Theft Deterrent Device paid to <u>N/A</u>	\$ 0.00
E.1 (Optional) Surface Protection Product paid to <u>N/A</u>	\$ 0.00
E.2 (Optional) Surface Protection Product paid to <u>N/A</u>	\$ 0.00
F. EV Charging Station paid to <u>N/A</u>	\$ 0.00
G.1 Sales Tax (on taxable items in A through F.)	\$ 1,949.17
G.2 Other Taxes <u>N/A</u>	\$ 0.00
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) paid to <u>Dealer</u>	\$ 31.00
I.1 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00
I.2 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00
I.3 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00
I.4 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00
I.5 (Optional) Service Contract paid to <u>N/A</u>	\$ 0.00
J. Prior Credit or Lease Balance paid to <u>N/A</u> (e)	\$ 0.00
(see down payment and trade-in calculation)	
K. Optional Gap Waiver paid to Seller	\$ 0.00
L.1 (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ 0.00
L.2 Other paid to <u>N/A</u> for <u>N/A</u>	\$ 0.00
L.3 Other paid to <u>N/A</u> for <u>N/A</u>	\$ 0.00
M. Total Cash Price (A through L.3)	\$ 25,064.17(1)
2. Amounts Paid to Public Officials	
A. License Fees	\$ 149.00
B. Registration/Transfer/Titling Fees	\$ 233.00
C. California Tire Fees	\$ 0.00
D. Other <u>N/A</u>	\$ 0.00
Total Official Fees (A through D)	\$ 382.00(2)
3. Amount Paid to Insurance Companies (See Statement of Insurance, Totals (1) and (2))	
4. <input type="checkbox"/> State Emissions Certification Fee or <input type="checkbox"/> State Exemption Fee (Paid to State)	\$ 0.00(3)
5. Subtotal (1 through 4)	\$ 0.00(4)
6. Total Downpayment	\$ 25,446.17(5)
A. Agreed Trade-In Value	\$ 0.00
B. Less Prior Credit or Lease Balance (e)	\$ 0.00
C. Net Trade-In (A less B) (indicate if a negative number)	\$ 0.00
D. Deferred Downpayment	\$ 0.00
E. Manufacturer's Rebate	\$ 0.00
F. Other <u>N/A</u>	\$ 0.00
G. Cash	\$ 2,200.00
Total Downpayment (C through G)	\$ 2,200.00(6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1.J. above)	
7. Prepaid Finance Charge	\$ 0.00(7)
8. Amount Financed (5 less 6 and 7)	\$ 23,246.17(8)

Statement of Insurance

NOTICE. No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.

You must insure the Vehicle and other property securing this Contract. See the "Property Insurance" section on Page 5 of this Contract. You are not required to provide any other insurance.

Property Insurance

	Term	Premium
\$ 1,000.00 Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ 1,000.00 Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A limits	N/A Mos.	\$ N/A
Property Damage \$ N/A limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
N/A	N/A Mos.	\$ N/A
Total Property Insurance Premiums	\$ N/A	(1)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the required Property Insurance from any company reasonably acceptable to us.

Buyer _____
Co-Buyer N/A
Seller _____

If you purchase any optional credit insurance, then policies or certificates from the insurer will describe the terms and conditions.

Application for Optional Credit Insurance

- ☐ Credit life: ☐ Buyer ☐ Co-Buyer ☐ Joint
☐ Credit disability (Buyer)

	Term	Exp.	Premium
Credit life:	N/A Mos.		\$ N/A
Credit disability:	N/A Mos.		\$ N/A
Total credit insurance premiums	\$ N/A		(2)

Name of insurance company N/A

Address (home office) N/A

Credit insurance is not required to obtain credit and is not a factor in our credit decision. We will not provide it unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We have quoted above ONLY the coverages you have chosen to purchase.

You are applying for the credit insurance marked above. Your signature below means that you agree that: 1. You are not eligible for insurance if you have reached your 65th birthday. 2. You are not eligible for disability insurance unless you are working at least 30 hours a week for wages or profit on the Effective Date. 3. Only the Buyer, not the Co-Buyer, is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS. REFER TO THE "TOTAL DISABILITIES NOT COVERED" SECTION IN YOUR POLICY FOR DETAILS.**

Sign if you want to buy credit insurance.

10/13/2024
Date Buyer 41
Age

10/13/2024
Date Co-Buyer N/A
Age

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 _____ S/S _____

Additional Protections

You may buy or decline the following Gap Waiver (debt cancellation agreement) or any of the following service or other contracts. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. These voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no charge is given for an item, you have declined to purchase any such item. References to "1.L.1." to "1.L.5.", "1.K.", and "1.L.1." below are to the Itemization of Amount Financed on Page 2 of this Contract.

Service Contracts

Company	Term	Price
N/A	N/A	See 1.L.1
N/A	N/A	See 1.L.2
N/A	N/A	See 1.L.3
N/A	N/A	N/A
N/A	N/A	N/A

Buyer: 10/13/2024 N/A 10/13/2024
Date Date Co-Buyer: Date

☐ Gap Waiver

Term N/A
Price \$ See 1.K.

See Gap Waiver (now made a part of this Contract) for conditions and exclusions.

☐ Optional Used Vehicle Contract Cancellation
Option Agreement

Price: See 1.L.1.

N/A 10/13/2024 N/A 10/13/2024
Buyer: Date Co-Buyer: Date

Additional Terms of this Contract and Security Agreement

Finance Charge and Payments. You agree to pay the Amount Financed and Finance Charge as provided in the Payment Schedule in the TRUTH-IN-LENDING DISCLOSURE on Page 1 of this Contract. You also agree to pay the Late Charge described on Page 1, and all other amounts required under this Contract. Finance Charge will be computed each day. Finance Charge is computed at the Annual Percentage Rate shown on Page 1 of this Contract. We may apply each payment to the Finance Charge, the unpaid part of the Amount Financed, and other amounts due under this Contract in any order we choose.

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, and all proceeds. You also assign to us and give us a security interest in proceeds and refunds under any insurance policy, service contract or other contract purchased with this Contract as the law allows.

General Terms. You have been given the opportunity to purchase the Vehicle and described services for the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over time. You chose to purchase the Vehicle and services over time. The Total Sale Price shown in the TRUTH-IN-LENDING DISCLOSURE assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that is contrary to this provision, we will, instead, apply it first to reduce the Amount Financed balance, and when the Amount Financed has been paid in full, refund it to you. You understand and agree that we (or our affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other goods and services that you buy through us or our affiliate.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract.

The law of California will govern this transaction. Applicable federal law and regulations also govern it.

The entire agreement between you and us is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

Name and Location. Your name and address indicated on Page 1 are your exact legal name and your principal residence. You will provide us with at least 30 days' notice prior to changing your name or principal residence.

You agree that the Vehicle will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Ownership and Duties Toward Vehicle. By giving us a security interest in the Vehicle, you represent and agree to the following:

- A. The security interest you are giving us in the Vehicle and other property comes ahead of the claim of any other of your general or secured creditors. You agree to sign any additional documents or provide us with any additional information we may require to keep our claim to the Vehicle and other property ahead of the claim of anyone else. You will not do anything to change our interest in the Vehicle and other property.
- B. You will defend our interests in the Vehicle and other property against claims made by anyone else. You will do whatever is necessary to keep our claim to the Vehicle and other property ahead of the claim of anyone else.
- C. You will keep the Vehicle in your possession in good condition and repair. You will use the Vehicle for its intended and lawful purposes. 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 to keep the Vehicle free from seizure, confiscation, or involuntary transfer. Unless otherwise agreed in writing, the Vehicle will be located primarily at your address listed on Page 1 of this Contract.
- D. You will pay all taxes and assessments on the Vehicle as they become due.
- E. You will notify us of any loss or damage to the Vehicle. You will provide us reasonable access to the Vehicle for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- A. You fail to perform any obligation that you have undertaken in this Contract.
- B. You become a debtor in any bankruptcy proceeding, or others take legal action to collect money or repossess the Vehicle from you.
- C. You fail to pay all you owe under this Contract if the Vehicle becomes a total loss or is missing or stolen.
- D. You give inaccurate, incomplete, or misleading information on your credit application or in this Contract (See the "Information You Provide to Us" section of this Contract).

If you default, you agree to pay our costs for collecting amounts owing, including, without limitation, court costs, attorneys' fees, and fees for repossession, repair, storage and sale of the Vehicle securing this Contract.

If an event of default occurs as to any one of you, we may exercise our remedies against any or all of you.

Gap Liability Notice. In the event of theft or damage to your Vehicle that results in a total loss, there may be a gap between the amount you owe under this Contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. Optional Gap Waiver may be offered for an additional charge.

Remedies. If you default on this Contract, we may exercise the remedies provided by law and this Contract subject to any right the law gives you to reinstate this Contract. Those remedies include:

- A. We may require you to immediately pay us, subject to any refund or reinstatement rights, the remaining unpaid balance of the Amount Financed, finance charges and all other agreed charges.
- B. We may pay taxes, assessments, or other liens or make repairs to the Vehicle if you have not done so. We are not required to do so. You will repay us that amount when we

tell you to do so. That amount will earn finance charges from the date we pay it at the Annual Percentage Rate stated in the *Truth-In-Lending Disclosure* of this Contract, not to exceed the highest rate permitted by law.

- C. We may require you to make the Vehicle available to us at a place we designate that is reasonably convenient to you and us.
- D. We may immediately take possession of the Vehicle by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises. We may then sell the Vehicle and apply what we receive as provided by law to our reasonable expenses and then toward your obligations. Our reasonable expenses can include, among other things, costs of repossession, storage, sale preparation, and sale.
- E. If the Vehicle is repossessed, a total loss, confiscated or stolen, we may claim benefits under or cancel any insurance, maintenance, service, or other contract purchased under this Contract and use the resulting proceeds or refund of unearned charges to reduce what you owe under this Contract.
- F. Except when prohibited by law, we may sue you for remaining amounts if the proceeds of a sale do not pay all of the amounts you owe us. You will pay interest on these remaining amounts until paid at the Annual Percentage Rate shown on Page 1 of this Contract, not to exceed the highest rate permitted by law.

By choosing any one or more of these remedies, we do not waive our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again. You agree that, subject to your right to recover such property, we may take possession of personal property left in or on the Vehicle securing this Contract and taken into possession as provided above.

If the Vehicle has an electronic tracking device, you agree that we may use the device to find the Vehicle.

Returned Check Charge. You may be liable for collection costs incurred in connection with this Contract. This includes a fee, not to exceed \$15, for each check, share draft or negotiable order of withdrawal offered as payment that is returned dishonored by a depository institution.

Property Insurance. You agree to buy property insurance on the Vehicle protecting against loss and physical damage and otherwise acceptable to us. You will name us as loss payee on any such policy. In the event of loss or damage to the Vehicle, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Vehicle. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. You will keep the insurance in full force and effect until this Contract is paid in full. If you fail to obtain or maintain this insurance, or name us as a loss payee, we may obtain insurance to protect our interest in the Vehicle or, at our option, your and our interests in the Vehicle. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the Annual Percentage Rate stated in the *Truth-In-Lending Disclosure* of this Contract or, at our option, the highest rate the law permits.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. You must pay this Contract even if someone else has also signed it.
- B. We may release any Co-Buyer or Guarantor and you will still be obligated to pay this Contract.
- C. We may release any security and you will still be obligated to pay this Contract.
- D. If we give up any of our rights, it will not affect your duty to pay this Contract.
- E. If we extend new credit, it will not affect your duty to pay this Contract.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Information You Provide to Us. We have based our decision to enter into the Contract on the information you supplied in any credit applications and in this Contract, including the payoff amount on any trade-in. We relied on the information because you assured us it is accurate. You now repeat that assurance, and you warrant and represent as follows:

- ◆ All that information is accurate, complete and not misleading.
- ◆ You believe that information will remain correct and will not change. You have no reason to suspect otherwise.
- ◆ Unless you tell us in writing before you sign this Contract, Buyer and Co-Buyer will each use and own the Vehicle, even if that is not shown on the vehicle title.

You will provide us with documents and other information we request to verify that any items of that information are correct.

Our Warranties: UNLESS WE AS SELLER, IN A SALE FOR PERSONAL USE, EITHER EXTEND A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS OF THE DATE OF THIS CONTRACT, OR SELL THE VEHICLE WITH A WRITTEN WARRANTY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE VEHICLE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This provision does not affect any warranties of the Vehicle provided by the vehicle manufacturer. If the Vehicle was sold as a certified used vehicle, the warranty of merchantability is not disclaimed.

Claim Procedure

If you have purchased credit disability insurance in connection with this Contract, the following claim procedure applies.