

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

Buyer Name and Address (Including County and Zip Code) MICHAEL J FAUNCE 158 OSWEGO SMT LAKE OSWEGO, OR CLACKAMAS, 97035	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) BEAVERTON HYUNDAI 13255 SW FARMINGTON ROAD BEAVERTON, OR 97005
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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. You agree to pay the Seller - Creditor (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	2024	HYUNDAI TUCSON HYBRID	29	KM8JECDD18RU219655	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐ N/A

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.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
4.99 %	\$ 3,552.22	\$ 26,447.78	\$ 30,000.00	\$ 14,802.53 is \$ 44,802.53

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.

Your Payment Schedule Will Be:

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 500.00	Monthly beginning 07/27/2024
One Final Payment Of	\$ N/A	On N/A
N/A		

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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 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 repayment in full before the scheduled date and security interest.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Returned Check Charge: You agree to pay a charge of \$ 35.00 if any check or electronic payment you make is returned unpaid.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is \$ N/A** and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

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. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X 

Co-Buyer Signs X N/A

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including \$ <u>N/A</u> sales tax)	\$ <u>40,089.00</u>	(1)
2	Total Downpayment =		
	Trade-in <u>N/A</u>		
	(Year) (Make) (Model)		
	Gross Trade-In Allowance	\$ <u>N/A</u>	
	Less Pay Off Made By Seller to <u>N/A</u>	\$ <u>N/A</u>	
	Equals Net Trade In	\$ <u>N/A</u>	
	+ Cash	\$ <u>13,302.53</u>	
	+ Other REBATE-1500	\$ <u>1,500.00</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 4I below)	\$ <u>14,802.53</u>	(2)
3	Unpaid Balance of Cash Price (1 minus 2)	\$ <u>25,286.47</u>	(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>	\$ <u>N/A</u>	
B	Vendor's Single Interest Insurance Paid to Insurance Company	\$ <u>N/A</u>	
C	Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>	
D	Official Fees Paid to Government Agencies		
	to STATE for VEHICLE PRIVILEGE TAX	\$ <u>353.31</u>	
	to STATE for TRIP PERMIT FEE	\$ <u>34.00</u>	
	to N/A for N/A	\$ <u>N/A</u>	
E	Optional Gap Contract	\$ <u>N/A</u>	
F	Government Taxes Not Included in Cash Price	\$ <u>N/A</u>	
G	Government License and/or Registration Fees		
	<u>N/A</u>		
	LICENSE FEE	\$ <u>418.00</u>	
H	Government Certificate of Title Fees	\$ <u>106.00</u>	
I	Other Charges (Seller must identify who is paid and describe purpose)		
	to N/A for Prior Credit or Lease Balance	\$ <u>N/A</u>	
	to DEALER for DOCUMENTATION FEE	\$ <u>215.00</u>	
	to DEALER for ELECTRONIC REGISTRATION	\$ <u>35.00</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	to N/A for N/A	\$ <u>N/A</u>	
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$ <u>1,161.31</u>	(4)
5	Amount Financed (3 + 4)	\$ <u>26,447.78</u>	(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. Your decision to buy or not buy a gap contract will not affect the credit terms or our decision to sell the vehicle or extend credit to you. If you choose to buy a gap contract, the charge is shown in line item 4E 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 who is acceptable to us. 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 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.

☒ N/A N/A
Buyer Signature Date

☒ N/A N/A
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

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 with-out 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.

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 insurance coverage as required by our contract or loan agreement, we may 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 property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract. If the cost is added to your contract, the interest rate

on the underlying contract will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 refer this contract for collection to an attorney who is not our salaried employee, you will pay the attorney's fee, plus the court costs and disbursements. 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.
- 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, unless the law provides otherwise. 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 about 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.

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if the vehicle is a new vehicle you bought primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. 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, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

6. APPLICABLE LAW

Federal law and the law of the state of Oregon apply to this contract.

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

ARBITRATION PROVISION PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

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

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

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

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.

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 *[Signature]* 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.

See the rest of this contract for other important agreements.

NOTICE: The seller intends to sell this contract to HYUNDAI MOTOR FINANCE, PO BOX 30205, COLLEGE STATION, TX 77842 which, if it buys the contract, will become the owner of the contract and your creditor. After the sale of this contract, all questions concerning either terms of the contract or payments should be directed to the buyer of the contract at the address indicated above.

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank space, except that:

- (1) If delivery of the motor vehicle or mobile home is to be made to you after this contract is signed, the serial number or other identifying information and the due date of the first installment may be filled in at the time of delivery; and
- (2) If the name of the financing agency is not known at the time the contract is executed, the name of the financing agency may be inserted in the contract on or about the date the name of the financing agency is known.

You are entitled to a copy of this contract.

You have the right to pay in advance the full amount due and if you do so you may save a portion of the finance charge.

CONSUMER PAPER

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 on page 4, before signing below. You confirm that you received a completely filled-in copy when you signed it.

RETAIL INSTALLMENT CONTRACT

Buyer Signs X *[Signature]* Date June 13, 2024 Co-Buyer Signs X N/A Date N/A

Buyer Printed Name MICHAEL J FAUNCE 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 BEAVERTON HYUNDAI Date June 13, 2024 By X *[Signature]* Title F&I

Seller assigns its interest in this contract to HYUNDAI MOTOR FINANCE (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller BEAVERTON HYUNDAI

By X *[Signature]* Title F&I

Dealer Name: BEAVERTON HYUNDAI

Dealer Phone #: (503) 641-2889

Dealer Fax #: (503) 671-9302

PLEASE PRINT - INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

INSTRUCTIONS:

You may apply for credit in your name alone, whether or not you are married.

(1) Please indicate whether you are applying for ☒ Individual Credit ☐ Joint Credit ☐ Community Property State ☐ Business Application

(2) ☒ If you are applying for individual credit in your name and relying on your own income or assets and not the income or assets of another person as the basis of repayment of the credit requested, complete only Section A.

(3) ☐ If you are applying for joint credit with another person, complete sections A and B. We intend to apply for joint credit.



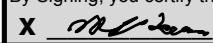
N/A

Applicant

Co-Applicant

* If you are married and live in a community property state, please complete Section A about yourself and Section B about your spouse. You must sign this application. Your spouse must sign this application only if s/he wishes to be a Co-Applicant.

A. APPLICANT INFORMATION

Last Name FAUNCE		First Name MICHAEL		Middle Initial J	Social Security Number 539-42-7084		Birth Date 07/08/1954	
Address 158 OSWEGO SMT					City LAKE OSWEGO		State OR	Zip 97035
Home Phone (503) 840-2855	Cell Phone	Residential Status ☒ Homeowner ☐ Rent ☐ Family ☐ Other			Time at Address 8 Yrs. 0 Mos.		Rent/Mtg. Pmt. \$ 0.00	
E-Mail Address DEBBIEFAUNCE@YAHOO.COM				Driver's License No.		Driver's License State		Time at Previous Address Yrs. Mos.
Previous Full Address (if less than 2 years)					City		State	Zip
Employer Name AKANA				Employment Type ☒ Employed ☐ Unemployed ☐ Self-employed ☐ Military ☐ Retired ☐ Student ☐ Other				
Salary 40,000.00	Salary Type ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☒ Annually			Occupation INSPECTOR		Length of Employment 3 Yrs. 3 Mos.		Work Phone Number * (503) 652-9090
Previous Employer Name				Previous Employment Type ☐ Employed ☐ Unemployed ☐ Self-employed ☐ Military ☐ Retired ☐ Student ☐ Other				
Previous Occupation			Length of Employment Yrs. Mos.		Previous Work Phone Number			
Alimony, child support, or separate maintenance income need not be revealed if you do not choose to have it considered as a basis for repaying this obligation.								
Other Income (Monthly) 3,200.00		Source of Other Income SOCIAL SECURITY			By Signing, you certify that the Income entered on this Credit Application is accurate. ☒ 			

Comments

AGREEMENT

The words "we," "us," "our" and "ours" as used below refer to us, the dealer, and to the financial institution(s) selected to receive your application. You understand and agree that you are applying for credit by providing the information to complete and submit this credit application. We may keep this application and any other application submitted to us and information about you whether or not the application is approved. You certify that the information on the application and in any other application submitted to us, is true and complete. You understand that false statements may subject you to criminal penalties. The words "you," "your" and "yours" mean each person submitting this application. You authorize us to submit this application and any other application submitted in connection with the proposed transaction to the financial institutions disclosed to you by us the dealers; in addition, in accordance with the Fair Credit Reporting Act, you authorize that such financial institutions may submit your applications to other financial institutions for the purpose of fulfilling your request to apply for credit. This application will be reviewed by the dealer and such financial institutions.

You agree that we may obtain a consumer credit report periodically from one or more consumer reporting agencies (credit bureaus) in connection with the proposed transaction and any update, renewal, refinancing, modification or extension of that transaction. You also agree that we or any affiliate of ours may obtain one or more consumer credit reports on you at any time during the term of your financing. If you ask, you will be told whether a credit report was requested, and if so, the name and address of any credit bureau from which we or our affiliate obtained your credit report. You agree that the dealer and the financial institutions may verify your employment, pay, assets and debts, and that anyone receiving a copy of this is authorized to provide such dealer and financial institutions with such information. You further authorize the dealer and the financial institutions to gather whatever credit and employment history each considers necessary and appropriate in evaluating this application and any other applications submitted in connection with the proposed transaction. You understand that we will rely on the information in this credit application in making our decision. The dealer and the financial institutions may monitor and record telephone calls regarding your account for quality assurance, compliance, training, or similar purposes.

You consent to receive autodialed, prerecorded and artificial voice calls and text messages for servicing and collection purposes from us at the telephone number(s) provided in this credit application, including any cell phone numbers. The consent applies to the dealer, who is the originating creditor in this transaction, as well as any assignee who may purchase your credit contract. You agree that this consent applies regardless of whether you agree to receive telemarketing/sales calls and text messages as provided below.

You consent to receive autodialed, pre-recorded and artificial voice telemarketing and sales calls and text messages from or on behalf of dealer (or any financing source to which dealer assigns my contract) at the following number(s) (503) 840-2855 including any cell phone numbers. You understand that this consent is not a condition of purchase or credit.

You opt in ☐

You do not opt in ☒

Signature of Applicant for election above: 

Your dealer will inform you of the name and address of the financing sources to which this application shall be sent.

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE READ AND AGREE TO THE TERMS AND DISCLOSURES ON ALL PAGES OF THIS APPLICATION.

☒ 

APPLICANT'S SIGNATURE

June 13, 2024

DATE

FEDERAL NOTICES

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT If applicable to your credit transaction, to help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, you will be asked for your name, address, date of birth, and other information to identify you. You may also be asked to see your driver's license or other identifying documents.

STATE NOTICES

California Residents: An applicant, if married, may apply for a separate account.

Maine and Tennessee Residents: You must have physical damage insurance covering loss or damage to the vehicle for the term of the contract. For a lease, you must also have the liability insurance as described in the lease. You may purchase required insurance through any insurance agent or broker and from any insurance company that is reasonably acceptable to us. You are not required to deal with any of our affiliates when choosing an agent, broker or insurer. Your choice of a particular insurance agent, broker or insurer will not affect our credit decision, so long as the insurance provides adequate coverage with an insurer who meets our reasonable requirements.

New Hampshire Residents: If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate before you enter into a balloon payment contract. A balloon contract is an installment sales contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

New York Residents: In connection with your application for credit, a consumer report may be obtained from a consumer reporting agency (credit bureau). If credit is extended, the party or parties extending credit or holding such credit may order additional consumer reports in connection with any update, renewal or extension of the credit. If you ask, you will be told whether a consumer report was requested and, if so, the name and address of any consumer reporting agency (credit bureau) from which such credit report was obtained.

Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Rhode Island Residents: Consumer reports may be requested in connection with this application. Buyer has the right of free choice in selecting an insurer to provide insurance required in connection with this transaction subject to our reasonable approval in accordance with applicable law.

Vermont Residents: You authorize us and any financial institution with which this credit application is shared, and each of their respective employees or agents, to obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit relationships) that they may deem necessary or appropriate in evaluating your credit application. If your credit application is approved and credit is granted, you also authorize the parties granting credit or holding your account, and their respective employees and agents, to obtain additional credit reports and other information about you in connection with reviewing the account, increasing the available credit on the account (if applicable), taking collection on the account, or for any other legitimate purpose.

Married Wisconsin Residents: No provision of any marital property agreement, any unilateral statement under Wis. Stat § 766.59 or any court decree under § 766.70 applied to marital property adversely affects our interest unless you furnish a copy of the agreement, statement, or court decree or we have actual knowledge of such adverse provision before credit is granted. If you are making this credit application individually and not jointly with your spouse, complete Section A about yourself and Section B about your non-applicant spouse. Your non-applicant spouse should not sign the credit application if you are applying for individual credit.

FOR BEAVERTON HYUNDAI											USE ONLY		DEALER SECTION		
Dealer #		Vehicle Type		Mileage		Product Type		Stock Number		Source		Certified Pre Owned ☐			
787490		NEW		29		RETL									
Year	Make			Model			Trim			VIN					
2024	HYUNDAI			TUCSON HYBRID			LIMITED AWD			KM8JECD18RU219655					
Term	Cash Selling Price		Sales Tax		T & L	Cash Down	Front-End Fees	Rebate	Net Trade	Acq Fee	Unpaid Balance				
60	40,089.00					13,302.53		1,500.00			26,239.00				
Accident/Health Ins.			Credit Life Insurance			Gap		Service Plan		Back-End Fees		Est. Amt. Financed			
												26,447.78			
MSRP		Invoice/Wholesale Value		Wholesale Source		Retail Value		Retail Source		Estimated Payment		Requested APR			
41,839.00		40,948.00								500.00					
Vehicle Bookout ☐		Bookout Date		Lender Program											
Vehicle Options															
TRADE IN Information															
Year	Make			Model				Trim							
Lienholder				Monthly Payment											

Guarantee of Title

BEAVERTON HYUNDAI hereby indemnifies Hyundai Motor Finance as to any loss which might occur as a result of not being provided the complete title/MSO, odometer statement, lien release and title application documentation at the time the contract is funded. Dealer further agrees to provide said documentation to the lien holder within 30 days from contract date. If the lien holder does not receive documentation in the allotted time, the lien holder reserves the right to request payment in full of the funding amount plus interest accrued.

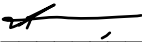
Customer: MICHAEL J FAUNCE

Vehicle: 2024 HYUNDAI TUCSON HYBRID

VIN: KM8JECDD18RU219655

Dealer
Representative: ALEX WALKER

Title: FI

Signature: 

Date: June 13, 2024

ODOMETER DISCLOSURE STATEMENT*

Federal and State law require that the Seller/Transferor state the odometer mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I, (Seller/Transferor) BEAVERTON HYUNDAI, state that the odometer now reads 29 (no tenths) miles and to the best of my knowledge reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

☐ 1. The mileage stated is in excess of its mechanical limits

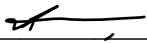
☐ 2. The Odometer reading is NOT the actual mileage.

WARNING ODOMETER DISCREPENCY

VEHICLE INFORMATION

Year 2024	Make HYUNDAI	Model TUCSON HYBRID
VIN KM8JECD18RU219655		

SELLER INFORMATION

Sellers Signature (x) 

Printed Name BEAVERTON HYUNDAI

Sellers Address 13255 SW FARMINGTON ROAD

City State Zip BEAVERTON OR 97005

Sale/Transfer Date: 2024-06-13

BUYER INFORMATION

Buyer's Signature (x) 

Printed Name MICHAEL J FAUNCE

Buyer's Address 158 OSWEGO SMT

City State Zip LAKE OSWEGO OR 97035

INSURANCE VERIFICATION

(RETAIL INSTALLMENT SALES)

Contract Date: 06/13/2024**Motor Vehicle:** 2024 HYUNDAI TUCSON HYBRID KM8JECD18RU219655
Year Make Model VIN

The following insurance coverage is in place on the Motor Vehicle, as required by the retail installment sales contract (the "Contract"):

COVERAGE

- **Collision and Comprehensive:** The insurance policy includes collision and comprehensive coverage for physical damage or loss to the Motor Vehicle.
- **Max. Deductible:** The deductible is no more than **\$1,000**.

ADDITIONAL LOSS PAYEE

The insurance policy names the following lien holder as an additional loss payee:

Hyundai Motor Finance
P. O. Box 20829
Fountain Valley, CA 92728-0829

POLICY INFORMATION

<u>PROGRESSIVE</u>	<u>958686874</u>	<u>06/10/2024</u>	<u>06/10/2025</u>
Insurance Company Name	Policy Number	Effective Date	Expiration Date
<u>PROGRESSIVE</u>	<u>(800) 776-4737</u>		
Insurance Agent's Name	Agent's Phone		
<u>10565 SW NIMBUS AVE, BEAVERTON, OR 97005</u>			
Insurance Agent's Address			

SIGNATURES

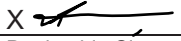
By signing below: (1) I/we certify to Hyundai Motor Finance ("HMF"), the proposed assignee of the Contract, that the above is true and correct, and (2) I/we authorize our current and any future insurance company and/or insurance agent to release to HMF, its agents successors and assignees, all information concerning my/our insurance on the Motor Vehicle. *I/we understand that state law also requires me/us to maintain automobile liability insurance.*

Please attach a copy of your insurance card or Declarations page from your policy.

<u>X</u> <u></u>	<u>June 13, 2024</u>	<u>X</u> <u>N/A</u>	<u>N/A</u>
Buyer's Signature	Date	Co-Buyer's Signature	Date
<u>MICHAEL J FAUNCE</u>		<u>N/A</u>	
Type or Print Name		Type or Print Name	

DEALERSHIP'S VERIFICATION

By signing below, Dealership/Seller certifies to Hyundai Motor Finance that it has verified that the above insurance is in place.

<u>BEAVERTON HYUNDAI</u>	<u>X</u> <u></u>	<u>June 13, 2024</u>
Dealership Name	Dealership Signature	Date
	<u>ALEX WALKER</u> <u>FI</u>	
	Type or Print Name and Title	

ASSIGNMENT OF CREDIT CONTRACT

For value received, and effective as of the date set forth below, Dealer assigns all its right, title and interest in the Credit Contract described below to:

HYUNDAI MOTOR FINANCE

PO BOX 30205, COLLEGE STATION, TX 77842

("Assignee") in accordance with, and subject to the terms of, Dealer's agreement with Assignee dated 06/13/2024.

Description of Credit Contract:

Buyer Information:

MICHAEL J FAUNCE

Buyer

N/A

CoBuyer

Vehicle Information:

VIN KM8JECD18RU219655

Year 2024

Make HYUNDAI

Model TUCSON HYBRID

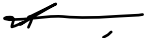
Date of Credit Contract: 06/13/2024

Principal Amount of Credit Contract: 26,447.78

Dealer Information:

BEAVERTON HYUNDAI

Dealer Name



F&I

Authorized Dealer Signature and Title

June 13, 2024

Effective Date