

Declaration of 1LT Ian C. Driscoll regarding his new car buying experience.

I am 1LT Ian C. Driscoll, and I declare under penalty of perjury that the statements below are true and correct and based on my personal knowledge.

I recently purchased my first brand new car, a 2012 Jeep Grand Cherokee Laredo ("Laredo"). Although I am very satisfied with the car itself, navigating past the dealership's gamesmanship to a fair price was quite an ordeal, despite the fact that I am both an attorney and officer in the United States Army.

Saturday January 7, 2012 - The first time I went to the Jeep dealership, I went there to test drive the Laredo. I was greeted by a salesman and taken to the lot to view the inventory. The salesman immediately started trying to convince me to buy more car than I wanted and he proposed that I sign off on a fully-loaded model that very same day. I realized that I needed to temper his expectations. I informed him that I was concerned about price and only interested in a test drive. After completing my test drive, I took a business card and informed the salesman that I would call him if I was interested in making a purchase. Later that week I decided I wanted to purchase the Laredo after comparing it to the other vehicles that I had researched. I made an appointment for the following Saturday to negotiate an offer and discuss what credit the dealership might be willing to provide. I intended to first check with USAA and see what credit terms it could provide.

Saturday January 14, 2012 - I went to the dealership as previously arranged and completed my check with USAA so I knew what financing it could offer and I also had a price certificate. My strategy was to negotiate price, trade-in value, and financing in that order. The salesman had the car I was looking for waiting in the lot when I got to the dealership except for the fact that it had an extra electronics package we had not discussed. We took it for a quick test drive and then headed into the showroom to begin negotiating.

My USAA price certificate significantly undercut their sticker price. The salesman took my price to the back in order to determine whether they could match it. I waited for a significant period of time, at least a half-hour, for him to return. I do not believe that it would really take a manager that long to decide on the price on which it would sell a car. This wait wasted my time. Their initial counter-offer was unacceptable. Eventually I negotiated for them to match the USAA price certificate on the base vehicle plus a little more for the extra electronics package I had not wanted. The important part of this stage was that I thought I had negotiated a committed price for the cash price of the car.

We then moved on to negotiating the trade-in value of my Ford Explorer. After some back and forth, we reached a tentative agreement on its value. I retained the option to investigate other sources, such as Carmax, for offloading my old vehicle. They were fairly indifferent as to whether or not I traded-in my vehicle for the agreed price.

We then moved on to the issue of financing. I provided the salesman with information for a credit check and again waited. After another long wait, the salesman returned. He revealed to me that the cash sales price we had already negotiated was a price that was only available if I financed through them. He stated that \$1000 of the sales price we agreed was actually a rebate, contingent on me taking their financing at 4.24%. This made me angry. I informed him that it would have been appropriate for him to disclose that when we agreed to the sales price over an hour earlier.

At this point I decided to walk away from the transaction that day and told the salesman I was leaving. I wanted time to evaluate whether I wanted the car itself enough to deal with the obviously unfair negotiating process. The salesman became concerned and aggressively asked that I provide a \$500 holding deposit on the vehicle to ensure that it was not sold to another buy. I was hesitant, but I was satisfied with the agreed sales price and I did like the car. I also liked the trade-in value that we had negotiated. Although I did not realize it at the time, their tactic of dragging the process out had caused me to mentally invest in the negotiation. I did not want to walk away and lose the benefit of all the time spent at the dealership working towards a car model that I ultimately planned on purchasing. I was not at all happy about their deception relating to the cash versus credit price and as a result I was not going to sign anything that day. I did however agree to place the \$500.00 deposit, contingent on us reaching an agreement on the financing with the understanding that the price of the car would be \$1000.00 higher if I did not finance through the dealership.

Although I had provided the dealership with information for the credit check, the salesman only scribbled "4.24%" on a margin of the offer sheet. The dealership did not provide a formal written offer of credit detailing the terms of their financing. I left the dealership with an offer sheet that included the vehicle price, rebates, negotiated trade in value, and the handwritten 4.24%.

Monday January 16, 2012 – I phoned the salesman and told him that I wanted to stop by to pick up a copy of the proposed contract with the disclosures about the credit offer. I knew about Truth in Lending disclosures and wanted to see the actual numbers. Given what had happened earlier, I wanted to be able to evaluate a written offer against my credit offer from USAA. Also, because I had been told the car's price had the \$1000.00 rebate within it, I really needed the written terms to be able to determine which credit offer was better. When I arrived at the dealership, he handed me a blank copy of the contract without their financing information incorporated into it. I thought that this was strange, especially since I had phoned the salesman ahead of time to let him know why I was coming in. I left with the only disclosures I was given—a form retail installment sales contract that did not include any numbers. I told him I would come back on Thursday of that week once I decided what route I wanted to take in terms of financing.

Wednesday January 18, 2012 – The night before I was set to go to the dealership, the salesman called me and said that the deal on the \$1000 rebate was ending that night and he needed to "punch the ticket" on our deal. He claimed that for him to keep the existing offer open, he needed to know whether or not I was going to take their financing and the

extra \$1000 rebate or pay cash from my own financing. Without the benefit of having written disclosures about the credit from the dealer, I had been trying to determine whether an interest rate of 4.24% with \$2,500 in rebates was better than a USAA loan of 2.99% and only \$1500 in rebates. I informed him that I would "probably" take their financing, but would need to see the contract numbers in writing. He claimed he was unable to email me a copy of those numbers to look over prior to me going in the following day.

At this point I felt their behavior was bordering on absurd, however I knew as a result of my legal training that I was not in a binding contract as a result of this conversation. If I did not like the numbers on Thursday I would still be free to walk away from the deal. Still, if they knew that that this rebate program was expiring, they should have told me that in the very beginning and I could have adjusted my schedule accordingly.

Thursday January 19, 2012 – As previously arranged, I arrived at the dealership after my duty day. They again made me wait over an hour to get to the "finance guy." They claimed he was working with customers who were ahead of me, but this was a pre-arranged meeting after I had been there three times and had already been put through a lot of waiting. At this time I was conscious that they would try to make me wait and then rush me through the signing process so I made an effort to not let that happen.

I finally was allowed into the room with the finance manager and he immediately started handing me documents to sign. I refused to sign any of them until he gave me the Truth in Lending disclosures about the credit offer. I wanted to ensure that, like the originally negotiated cash price of the car, there was not some other change in the terms.

Rather than simply giving me the disclosures, the finance manager became frustrated with me. He then threatened, "we punched the ticket last night so if you back out of this it would really screw us over with the finance company." He also mentioned that I would be placed behind his next two customers if I left the office. I really did not appreciate this behavior, especially since I understood that he was (inaccurately) implying that a binding deal was already in place and again attempting to coerce me by threatening a wait period.

I responded to the finance manager that their relationship with the finance company "was not my problem." Due to the amount of money on the line, I was happy to take some time to examine the credit numbers in writing before I started signing contract documents. Furthermore, I reminded him that I gave the dealership the opportunity to provide me with this contract on both Monday in person and Wednesday when the salesman tried to close the deal over the phone. Therefore, if our negotiation fell apart, it would be as a result of their unhelpfulness.

The finance manager finally agreed to let me see the credit contract with the Truth in Lending disclosures. I took the contract out of his office and sat down at a table in the showroom to review the numbers on the document. I immediately noticed that his numbers failed to account for \$1000 worth of rebates I was told were in the credit price.

I told him the numbers were not correct and got him to print out a new retail installment sales contract with the proper figures. After I examined the new figures, it turned out their interest rate was 3.75%, not 4.24%. Despite my reservations about how this dealership had treated me, I did want the car. Furthermore, at 3.75% with the extra \$1,000.00 rebate, the dealer financing became a lot more competitive. After reviewing the rest of the contract, I was satisfied with its provisions and decided to return to the financing office and close the deal.

Although I am happy with the car, it was not until an hour before the dealership closed, and after repeated requests and visits that I was able to obtain a copy of their Truth in Lending credit disclosures. They did their best to deprive me of my ability to effectively comparison shop the credit. Other than intentionally refusing to allow customers to have these disclosures, I have no idea why they gave me a blank credit contract when I specifically called and stated I was coming in to get a copy of their offer. If it were not for the information given to me by USAA, I would not have been able to confidently make a decision about which credit I wanted to take.

In this process, other things occurred. At one point, when I was talking with the salesman, they walked an attractive blond woman in the room and said she was a satisfied customer and had her talk with me. I also watched other customers walk into the finance manager's office and just start signing documents they were given to sign. This is not a little used car dealership, but a large new car dealer in Charlottesville, Virginia. Based on my experience, I doubt that any of its customers are given Truth in Lending disclosures in a way that allows them to comparison shop. I was unable to get them even though I made a specific appointment to come by and pick them up. On the day I bought the car, I asked for the Certificate of Origin to be signed over to me. I was told that it was in the accounting office and the accounting office was now closed. Given that this was how they treated me, an attorney and officer in the U.S. Army, I assume that other customers are even treated worse.

ILT Ian C. Driscoll
United States Army

01/28/12

Date

BROWN

"You'll Love The Service!"

Charlottesville, VA 22901
(434) 973-1351

DODGE/CHRYSLER/SUBARU
960 Hilton Heights Rd.
Charlottesville, VA 22901
(434) 973-1351

Charlottesville, VA 22911
(434) 817-3380

TOYOTA/SCION
1357 Richmond Rd.
Charlottesville, VA 22911
(434) 977-3380

DEAL NO. 2650
CUST NO. 55279

DATE OF SALE 01/14/2012
BUYERS ORDER

PURCHASER'S NAME IAN DRISCOLL		HOME ADDRESS	
(PRINT OR TYPE)		CITY	
CO. PURCHASER NAME		STATE, ZIP	
(PRINT OR TYPE)		COUNTY	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:		HOME PHONE	
<input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMO* <input type="checkbox"/> PREVIOUSLY DELIVERED*		E-MAIL	
YEAR 2012	MAKE JEEP	MODEL GRAND CHEROKEE	TYPE/DOORS Utility
MILEAGE 16		COLOR BLACK	
VIN 1C4RJFA62CC222755		IN SERVICE DATE	
PRICE INCLUDING FREIGHT, HANDLING & DELIVERY		29,507.00	
		N.A.	
		ONLINE SYSTEMS FILING FEE	
		10.00	
		TOTAL PURCHASE PRICE	
		29,517.00	
		3% VA. TITLE TAX	
		853.85	
		DEALER'S BUSINESS LICENSE TAX	
		56.99	
SERVICE CONTRACT CO. N.A.		PROCESSING FEE FOR CONSUMER SERVICES	
		288.00	
TIME PERIOD	MILEAGE LIMIT	(WHICHEVER FIRST)	LUXURY TAX
			N.A.
DEDUCTIBLE		LICENSE FEE	TITLE FEE
		45.75	10.00
		TOTAL DELIVERED PRICE	
		30,811.59	
		DEPOSIT SUBMITTED WITH ORDER (1)	
		3,000.00	
THIS BUYER'S ORDER IS NOT A CASH RECEIPT		ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED	
		1,300.00	
LESS APPROXIMATE BALANCE OWING TO -			N.A.
WARRANTY STATEMENT - See Paragraph 7 on Reverse Side.		EQUITY ON TRADE-IN (2)	1,300.00
FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #17 ON REVERSE SIDE)		ADDITIONAL DOWN PAYMENT ON DELIVERY (3)	0.00
DATE _____ SIGNATURE _____		Customer Incentive(s) (4)	2,500.00
DESCRIPTION OF TRADE-IN		TOTAL DOWN PAYMENT (1+2+3+4)	6,800.00
YEAR 1997	MAKE FORD	MODEL EXPLORER	COLOR RED
MILEAGE USED 141,725		TYPE/DOORS UT	TAG NO.
VIN 1FMDH34F3VUR859443		EXTENDED SERVICE CONTRACT	
INS. CO.		INCLUDING	
POLICY NO. 457534182		TAX OF N.A.	
EFFECTIVE DATE		BALANCE DUE ON DELIVERY	
AGENT/ADDRESS		24,011.59	
PHONE		(800)776-4737	

NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

*NOTICE: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it. (Initial)

IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE. YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT. IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEDURES, RIGHTS, AND OBLIGATIONS APPLICABLE TO A RETAIL INSTALLMENT SALES CONTRACT APPLY TO THE LEASE.

TERMS AND CONDITIONS

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions. As used herein, "Purchaser" shall refer to the purchaser, or collectively to the purchasers, shown on the reverse side hereof, as the case may be.

1. With respect to new vehicle orders, if the manufacturer/distributor changes the suggested retail price of the ordered vehicle or equipment, or substantially modifies the ordered vehicle design/equipment, or does not manufacture or distribute the ordered vehicle, Dealer may cancel this order or change the vehicle price accordingly. If the price is increased by Dealer, Purchaser may cancel this order. If either party cancels this order in accordance with this Paragraph and a motor vehicle has been traded in as part of this consideration for the ordered motor vehicle, such trade-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage, repairs and reconditioning (if any) or, if such trade-in vehicle has been sold by Dealer, any lien payoff and a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising shall be deducted from the allowance agreed upon, and Dealer shall be entitled to reimburse itself for any such costs from Purchaser's cash deposit.
2. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any trade-in vehicle at the time of delivery of such trade-in vehicle to Dealer. Purchaser warrants any trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. If there are any undisclosed liens or encumbrances on any such trade-in vehicle, or the liens or encumbrances differ from those noted herein, Purchaser agrees to immediately pay upon request by Dealer any unpaid amounts in cash. If the trade-in vehicle is not to be delivered to Dealer until delivery of the motor vehicle ordered hereunder, the trade-in vehicle may be reappraised by Dealer upon delivery and such reappraised value shall determine the allowance therefor. The trade-in vehicle shall be delivered in same condition as appraised with same equipment.
3. Purchaser shall be in default hereunder if (a) Purchaser fails to pay any sum when due, timely deliver a trade-in vehicle to Dealer or deliver unencumbered title thereto, or fails to timely accept delivery of the vehicle ordered; (b) Purchaser fails to comply with any of the terms hereof or any other promise or obligation relating to the ordered vehicle or any aspect of the transaction; or (c) Purchaser or any guarantor provided false, inaccurate, misleading or incomplete information in connection with the purchase, lease or financing of the vehicle or any other aspect of this transaction. In the event of default, Dealer shall be entitled to cancel this purchase order and rescind this transaction, repossess the vehicle ordered hereunder without notice, recover any sums due from Purchaser and/or retain as liquidated damages any cash down payment made by Purchaser, and in the event a vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such trade-in vehicle and reimburse itself from the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser any costs of repossession and collection, interest and reasonable attorney's fees arising out of an event of default, as determined by the Court or arbitrator. Dealer may, in its discretion, exercise any or all of the foregoing remedies for default, separately or together, and any failure to exercise a remedy shall not constitute a waiver thereof.
4. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Agreement where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
5. Unless otherwise expressly provided, the cash price for the ordered vehicle does not include any taxes imposed by any governmental authority with respect to such vehicle prior to or at the time of delivery of such vehicle to Purchaser; Purchaser assumes and agrees to pay any and all such taxes, and any and all other taxes, except income taxes, imposed on or incidental to the transaction covered by this Agreement, regardless of who may have the primary tax liability.
6. Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle, and, in the event the Buyer's Order must be retyped or changed, Purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon. Default provisions of Paragraph 3 apply hereto.

7. WARRANTY STATEMENT: ANY WARRANTIES OF THE MANUFACTURER ARE THE MANUFACTURER'S ALONE AND NOT DEALER'S. DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT IF DEALER PROVIDES A WRITTEN WARRANTY OR ENTERS INTO A SERVICE CONTRACT WITHIN NINETY (90) DAYS OF SALE, THEN ANY IMPLIED WARRANTIES ARE HEREBY LIMITED TO THE SAME DURATION AS THE WRITTEN WARRANTY OR SERVICE CONTRACT. THE REPAIR OR REPLACEMENT, OR PAYMENT FOR OR REIMBURSEMENT FOR REPAIR OR REPLACEMENT, OF COVERED PARTS ARE PURCHASER'S ONLY REMEDY AND DEALER'S ONLY LIABILITY FOR BREACH OF ANY IMPLIED WARRANTY. DEALER DISCLAIMS LIABILITY FOR CONSEQUENTIAL DAMAGES TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. DEALER NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME FOR DEALER, ADDITIONAL LIABILITY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL LOSS OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO PURCHASER.

8. In the case of a cash transaction, title to the ordered vehicle shall not pass to Purchaser until Dealer shall have received, in cash, the full amount of the unpaid balance, however Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the unpaid balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve Purchaser from the obligation to pay. In full, the unpaid balance. In the event that the transaction covered by this Agreement is not a cash transaction, Purchaser agrees to execute such conditional sales contracts and other instruments as may be required by Dealer.
9. Purchaser hereby grants Dealer, and its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
10. Purchaser represents, warrants and affirms to Dealer that Purchaser is not purchasing the vehicle for resale or export within six (6) months from the date the vehicle title is issued to Purchaser. Purchaser acknowledges that Dealer is relying on this representation and agrees that Dealer would not sell Purchaser the vehicle without this representation from Purchaser. If Dealer is required, by the manufacturer, to forfeit or repay any manufacturer incentives, allowance and/or special pricing or if Dealer suffers any other loss or harm from Purchaser's breach of this Paragraph, Purchaser agrees to indemnify and hold Dealer harmless from any cost, loss or harm suffered by Dealer. Dealer may cancel this transaction without any liability to Purchaser. In the event Dealer, in its absolute discretion, believes Purchaser intends to violate the provisions of this paragraph, and, in the event of such cancellation, this Agreement shall be deemed void *ab initio* and have no force and effect whatsoever.
11. The total price set forth on this Buyer's Order is the final price and the terms are the result of negotiation, and in lieu of all offers, public or private, provided however that if this transaction involves Dealer-arranged financing, and there is a price discrepancy between this Buyer's Order and an Installment Sale Contract, the Installment Sale Contract shall take precedence.
12. Any amount marked as an "estimate" on this Buyer's Order is based on the best information available to Dealer and is subject to change when the true amount is determined. Purchaser agrees to such changes in the terms hereof as may be necessary to reflect the correction of any such estimate.
13. In the event Purchaser shall commence a proceeding against Dealer relating to the vehicle or any aspect of this transaction, Dealer shall be entitled to recover its costs and reasonable attorney's fees, as determined by the Court or arbitrator, if Dealer substantially prevails in such proceeding.
14. In the event Purchaser fails to present the vehicle ordered hereunder for performance of any service required by an authorized "We Owe" slip, or fails to negotiate a refund check from Dealer within ninety (90) days of the date of the "We Owe" slip or the check, the amount of the check or value of the service, as the case may be, shall revert to and become the property of Dealer.
15. Purchaser understands and agrees that the Annual Percentage Rate ("APR") for any installment sale of the vehicle ordered hereunder may be negotiated with Dealer and that Dealer may assign the Installment Sale Contract and receive some portion of the finance charge or other compensation for providing or arranging financing, service contracts or other products.
16. This Agreement shall inure to the benefit of Dealer's successors and assigns. Purchaser may not transfer or assign this Agreement or any rights hereunder to a third party.
17. **CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS ON THE CONTRACT OF SALE. SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este VEHICULO 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. UNDER VIRGINIA LAW, FAILURE TO PROVIDE THIS OR AN "AS IS" SALE DISCLOSURE MAY SUBJECT DEALER TO UP TO \$1,000 CIVIL PENALTY. AND MAY ALLOW BUYER TO CANCEL SALE WITHIN THIRTY (30) DAYS.**
18. **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.**
19. The terms and conditions of this buyers order (including any documents that are part of this transaction or incorporated herein) and any Sale hereunder will be governed by the laws of the Commonwealth of Virginia. If any part of this buyers order shall be declared unenforceable for any reason, the remainder of this buyers order shall remain in effect.

20. AGREEMENT TO ARBITRATE: WE AGREE THAT ANY DISPUTE (AS DEFINED BELOW) SHALL BE RESOLVED BY BINDING ARBITRATION THROUGH THE AMERICAN ARBITRATION ASSOCIATION, UNDER ITS RULES AND PROCEDURES THEN IN EFFECT. INFORMATION MAY BE OBTAINED AND FORMS MAY BE FILED ELECTRONICALLY AT WWW.ADR.ORG OR AT ANY OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION OR BY MAIL AT 1633 BROADWAY,

SIMPLE FINANCE CHARGE

Deal #2650
Stock #29941

Dealer Number _____

Contract Number _____

Buyer Name and Address (Including County and Zip Code) IAN DRISCOLL	Co-Buyer Name and Address (Including County and Zip Code)	Creditor/Seller (Name and Address) BROWN DODGE CHRYSLER 960 HILTON HEIGHTS RD CHARLOTTESVILLE VA 22901 Phone: 4349731351
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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 on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2012	JEEP GRAND C	1CARJEAG2CC222755	<input type="checkbox"/> Personal, family or household <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

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.	Original 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
3.74 %	\$ 1877.69	\$ 24011.59	\$ 25889.28	\$ 32689.28

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
48	539.36	Monthly beginning 02/13/2012
Or As Follows: N.A.		

Late Charge. If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you 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.

1 Cash Price (including \$ <u>893.85</u> sales tax)	\$ <u>30400.85(1)</u>
2 Total Downpayment	
Trade-In <u>1997 FORD EXPLORER</u>	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ <u>1300.00</u>
Less Pay Off Made By Seller	\$ <u>0.00</u>
Equals Net Trade In	\$ <u>1300.00</u>
+ Cash	\$ <u>3000.00</u>
+ Other <u>CONSUMER REBATES/DPA</u>	\$ <u>2500.00</u>
(If total downpayment is negative, enter "0" and see 4I below)	\$ <u>6800.00(2)</u>
3 Unpaid Balance of Cash Price (1 minus 2)	\$ <u>23600.85(3)</u>
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(ies).	\$ <u>N.A.</u>
C Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N.A.</u>
D Optional Gap Contract	\$ <u>N.A.</u>
E Official Fees Paid to Government Agencies	\$ <u>N.A.</u>

Insurance: You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Virginia. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.
 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.
 Home Office Address N.A.

Credit life insurance and credit disability insurance are not required to obtain credit (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability Insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

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

F Government Taxes Not Included in Cash Price	N.A.	\$	
G Government License and/or Registration Fees	N.A.	\$	45.75
H Government Certificate of Title Fees		\$	10.00
I Other Charges (Seller must identify who is paid and describe purpose.)		\$	
1) to _____ for Prior Credit or Lease Balance	N.A.	\$	
2) to N.A. for N.A.	N.A.	\$	
3) to N.A. for N.A.	N.A.	\$	
4) to N.A. for N.A.	N.A.	\$	
5) to N.A. for _____	N.A.	\$	
6) to BROWN DODGE CHR for ON-LINE FILING FEE		\$	10.00
7) to BROWN DODGE CHR for PROCESSING FEE		\$	288.00
8) to N.A. for N.A.	N.A.	\$	
Total Other Charges and Amounts Paid to Others on Your Behalf		\$	410.74 (4)
5 Amount Financed (3 + 4)		\$	24011.59 (5)

Home Office Address _____
 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. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.

I want the insurance checked above.

 Buyer Signature _____ Date _____

 Co-Buyer Signature _____ Date _____

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

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

Returned Check Charge: If any check you give us is dishonored, we may, at our option, charge you \$ _____.

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). 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 \$ _____ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D 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 _____ Mos. _____ Name of Gap Contract _____
 N.A. N.A.

I want to buy a gap contract.
 Buyer Signs

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.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding.

Buyer Signs Co-Buyer Signs

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 back for other important agreements.

NO LIABILITY INSURANCE INCLUDED

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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 confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Date 01/14/12 Co-Buyer Signs Date 01/14/12

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 Address _____
 Seller signs BROWN DODGE CHRYSEER Date 01/14/12 By Title _____

that before you signed this contract, we gave it to you, and you confirm that you received a completely filled-in copy when you signed it.

Buyer Signs Date 01/14/12 Co-Buyer Signs Date 01/14/12

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 Address _____
Seller signs Date 01/14/12 By Title _____

Seller assigns its interest in this contract to **ALLY FINANCIAL** (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse Assigned without recourse Assigned with limited recourse

Seller _____ By _____ Title _____

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1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure the 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.
- 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 the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

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.

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

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 pay any payment (plus any late charges) more than 10 days late or not at all;
- 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.

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

c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs, as the law allows. You will also pay any collection costs we incur as the law allows.

d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, 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 at your expense. 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. 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, 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

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. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.

This provision does not affect any warranties covering the

either buy insurance that covers your 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 of the insurance and a finance charge equal to 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 reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain 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 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.

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.

6. VSI and Optional Insurance

Choice of insurer. If vendor's single interest insurance is required (as indicated on the front), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

7. 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.

8. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to 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 HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. 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.