

Arbitration Agreement

In this Arbitration Agreement, the term "you" refers to the buyers(s), lessee(s) or borrower(s) who sign below. The terms "we", "us" and "our" refer to the seller, lessor or lender who sign below and the assignee of any such person. By agreeing to arbitrate, you and we give up some rights, including the right to go to court and the right to a jury trial.

A "Dispute" is any controversy or claim (other than a claim relating to our right to repossess the vehicle by self help, if permitted, or by judicial process) arising from or relating to the vehicle lease, loan or financing agreement (the "Obligation") you have entered into with us on the date shown above. The term "dispute" includes but is not limited to the negotiation or breach of the Obligation, or the lease, sale, purchase or financing of the vehicle involving any Buyer or lessee, Co-Buyer or Co-lessee, Co-signer Guarantor, Seller, Lesser, Lender, or any assignee, agent, employee, surety bonding company or insurer f any of these persons. The term "dispute" also includes but is not limited to all tort claims arising from the transaction to which the Obligation relates or arising from our enforcement of the Obligation, and any question regarding whether a matter is subject to arbitration under this Arbitration Agreement.

You and we agree that if any Dispute arises, either you or we may choose and have the Dispute resolved by binding arbitration under the rules then in effect of the Arbitration Organization shown below (if no Arbitration Organization is shown below the Arbitration Organization shall be the National Arbitration Forum). If such rules conflict with this Arbitration Agreement, the terms of the Arbitration Agreement shall apply. The election to arbitrate may be made even if an action has been filed in court, so long as no judgment has been rendered. We agree that we will not require you to arbitrate any individual claim (as opposed to a class claim) that you may bring against us court involving and amount in controversy of \$2,500 or less.

The arbitration hearing shall be held at a location near where you signed this Arbitration Agreement (or, if you have moved since you signed this Arbitration Agreement, at a location the federal judicial district in which our residence is located) on 30) days notice to the parties unless the rules of the Arbitration Organization provide a different notice period. The arbitration(s) shall apply relevant law. The hearing shall be concluded within 120 days unless otherwise ordered by the arbitrator(s). The award shall be made within 30 days after the close of the submission of evidence. The decision of the arbitrator(s) shall be evidenced by written, reasoned findings of fact and conclusions of law. An award by the arbitrator (or if mere than one, a majority of the arbitrator s) shall be final and binding on all parties to the proceeding. Each party shall be responsible for it own arbitration costs and expenses, including attorneys' fees, except that the arbitrator may award attorney fees, court costs and other charges if applicable law permits. Judgment on the award may be entered by party in the highest local, state or federal court or before any administrative body. This Arbitration Agreement shall, with respect to such Dispute, survive the termination or expiration of the Obligation. Nothing in this Arbitration Agreement or in the Obligation shall be deemed to give the arbitrator(s) any authority, power or right to alter, change, amend, modify, add to or subtract from the provisions of the Obligation. No class action arbitration may be ordered under this provision and there shall be no joinder of parties, except for joinder of parties to the same Obligation.

The parties agree that the transactions relating to the Obligation involve interstate commerce and that this Arbitration Agreement shall be subject to and governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16 as amended.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT IF EITHER YOU OR WE CHOOSE TO ARBITRATE A DISPUTE: THE DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION; YOU WILL NOT HAVE THE RIGHT TO SEEK REMEDIES IN COURT OR TO HAVE A JURY TRIAL REGARDING THE DISPUTE; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR TO BE EXAMINED IS MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

Buyer, Lessee, or Borrower

Co-Buyer, Co-Lessee, or Co-Borrower

Seller, Lessor or Lender

Arbitration Organization (If none listed, the Arbitration Organization is the National Arbitration Forum) See reverse side for address and Phone number of arbitration organization.

By: _____

Legal Intent:

It is the express intent of the Lender to comply with all the laws of the State of California as a Finance Lender, and as such, is a member of a class of persons specifically exempt from the state usury law. The bona fide principal amount of the Note hereunder is \$2,500.00 or more, and as such, the Annual Percentage Rate is not subject to any specified limit under the California Finance Lender's law.

Borrower hereby represents to lender that the Annual percentage Rate of the Note, when viewed relative to the Borrower's credit history of past performances the Borrower's requirement to immediate processing, approval and delivery of the funds, and the Borrower's opportunity to qualify for the rebate specified above, if any, by merely making payments on the Note on or before their required due dates, said Annual Percentage Rate of the Note is fair and reasonable compensation for Lender's services and risks to its capital.

Borrower further represents to lender that borrower is aware of and/or reasonably believes that alternative sources for the funds sought hereunder are reasonably available to Borrower, and the costs of this loan are substantially similar to those being paid by similarly situated consumers in similar transactions.

In the unlikely event that, contrary to the reasoning, intent, representations and agreement of the parties as stated herein, a court of competent jurisdiction were to find that the Annual Percentage Rate agreed upon hereunder exceeds the maximum rate deemed legal by the court, then the Annual Percentage Rate of the Note shall automatically be modified to the rate which is the maximum rate allowed by said court, retroactive to the loan origination date.

Borrower's Address Information:

Borrower has not requested confidentiality of Borrower's residence address and by Borrower's signature below, Borrower hereby waives the provisions of section 1808.21 of the Vehicle Code and authorizes and directs the Department of Motor Vehicles to furnish Borrower's residence address to Lender at any time upon Lender's request.

Initials _____ Date: _____

FOR QUESTIONS REGARDING THE LAWS GOVERNING THIS TRANSACTION, BORROWER IS HEREBY ADVISED TO CONTACT THE STATE OF CALIFORNIA DEPARTMENT OF CORPORATIONS AND/OR AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

Borrower
X _____
Date _____
X _____
Date _____

Lender:

by: _____
Loan Representative Date