

inconsistent with any insurance policy; I will pay all taxes, assessments and other fees payable on the motor vehicle when they are due and payable; only you have a security interest in the motor vehicle unless I have told you in writing about another security interest; I will not permit any other security interest to be on the motor vehicle without your prior written consent; I will keep the motor vehicle in good condition and repair and I will not permit anything to be done to the motor vehicle that would impair its value; I will indemnify and hold you harmless from all claims for property damage or personal injury arising from my operation of the motor vehicle, including judgments, attorney's fees, court costs and expenses.

**CREDIT INFORMATION.** The Maximum Credit Limit is based on my income and the value of the motor vehicle. From time to time, you may reappraise the motor vehicle and I agree to provide you with all financial information that you need to determine my qualification for the continuation of this Credit Line. I agree to respond promptly to any request for financial information. I will give you access to the motor vehicle upon your request. I agree to notify you of any changes in my income and any adverse changes to the motor vehicle. I also authorize you to make any necessary credit requests, at any time and for any reason, to determine my financial condition, including obtaining credit reports about me from one or more credit reporting agencies.

**NOTICES.** You will send all notices and periodic statements to me at the address shown above. I must notify you in writing if I wish to change the address to which notices and periodic statements are sent.

Any notice required of you under this agreement will be considered delivered the date the notice is mailed. Any notice required of me under this agreement will be considered delivered the date it is received by you at your above address. If there are coborrowers on this obligation, notice to one borrower will constitute notice to all borrowers.

**TRANSFER AND ASSIGNMENT.** You may sell or transfer all or a portion of this Credit Line. My rights under this agreement may not be assigned or assumed by a third party. My heirs and legal representatives will be responsible for the terms agreed upon in this agreement.

**LAW.** This agreement is governed by the laws of the United States and the laws of the Commonwealth of Virginia. If the terms of this agreement conflict with any state or federal law, this agreement will be modified to resolve the conflict, provided that any term or condition of this agreement that is not in conflict will be enforceable in accordance with its terms. If any term is determined to be invalid or unenforceable, the determination will not affect any other term and all other terms will remain enforceable (except as otherwise provided in the Arbitration Agreement below.) This agreement may not be modified orally and any modification must be in writing.

**DEFAULT.** I will be in default under this Credit Line if any of the following occur:

I fail to make any payment within 10 days after it is due.

I am in default in any of my other obligations under this Credit Line.

I make, or someone on my behalf makes or furnishes, a materially false statement or representation with respect to this agreement or related documents.

I become insolvent, make an assignment for the benefit of creditors, or fail to pay debts as they come due.

I file (or have filed against me) any bankruptcy, insolvency, or debtor rehabilitation proceeding.

I die.

Any attachment, levy, or garnishment is filed against me.

If an event of default occurs, you may terminate my Credit Line and demand immediate payment of the entire remaining unpaid balance of this Credit Line. Any delay by you in using any right or remedy will not mean that you have waived that right or remedy. If you do waive a right or remedy, it will not mean that you have waived all rights and remedies. Your partial use of a right or remedy will not mean that you have waived other rights or remedies. You will not waive a default by accepting partial payment of any amount due. All rights and remedies will be cumulative. I will pay to you all costs and expenses that you incur to enforce this agreement. Those costs and expenses include, for example, court costs and attorneys' fees of 20% of the amount I owe you related to my default at trial and on appeal. I also agree to pay all of your court costs and other collection costs, including private process server fees.

When I am in default, you have the rights and remedies of a secured party under applicable law, including the right to repossess the motor vehicle. You may require me to assemble and make the motor vehicle available to you at any place convenient to both of us. I agree to pay any deficiency after the disposition of the motor vehicle.

**CHANGE IN TERMS; SUSPENSION OF FUTURE CREDIT OR REDUCTION OF MAXIMUM CREDIT LIMIT.** You may amend this agreement (including increasing the interest rate) by notifying me of the amendment in accordance with federal and applicable state law. Amendments will become effective on the effective date stated in your notice. After the effective date of any amendment, the amended agreement will apply to the entire unpaid balance of my Credit Line, including the balance existing before the amendment became effective. You reserve the right to increase or decrease the amount of my Credit Limit at any time without prior notice to me.

**TERMINATION AND SUSPENSION.** You or I may terminate this agreement without reason. To terminate this agreement, I must give you written notice of termination and pay you the entire amount I owe you. If you terminate this agreement, you will notify me promptly. If this agreement is signed initially or subsequently by more than one customer, termination by any one of us terminates the Credit Line for all of us. Any termination of my Credit Line does not affect my obligation to repay amounts I owe you in the manner provided in this agreement. You may honor a written request by any one of us (if there is more than one borrower) to suspend credit privileges. You will not reinstate credit privileges unless all borrowers request reinstatement in writing and no other circumstance justifying suspension exists at that time. You also may suspend making new extensions of credit to me if you in good faith believe that you are in jeopardy of not being repaid as agreed by giving me written notice of suspension.

**MISCELLANEOUS.** I waive notice of each of the following acts and agree that any of the following acts shall not release or discharge me from any of my obligations under this agreement, nor give rise to any claim or defense in my favor: renewal, extension, modification, refinancing or the granting of any indulgence of any nature whatsoever by you; addition of or partial or entire release of any borrower, guarantor, surety, indemnitor or other party or parties primarily or secondarily liable for the payment or performance of this agreement; institution of any suit or the obtaining of any judgment against any guarantor, surety, indemnitor or other party primarily or secondarily liable for the payment and/or performance of this agreement (except I do not waive notice of suit against myself). In no event will you charge more than law allows.

**COMMUNICATIONS CONCERNING DISPUTED DEBTS.** ALL OF MY COMMUNICATIONS TO THE COMPANY CONCERNING DISPUTED DEBTS, INCLUDING AN INSTRUMENT TENDERED AS FULL SATISFACTION OF THIS DOCUMENT, SHOULD BE SENT TO \_\_\_\_\_

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