

# Retail Installment Contract and Security Agreement

<b>Seller Name and Address</b> Tesla Bellevue Square 233 Bellevue Square Bellevue, WA 98004	<b>Buyer(s) Name(s) and Address(es)</b> MARNI J BONNIN 4540 LATONA AVE NE SEATTLE, WA 98105	<b>Summary</b> No. <u>48/1612301611268</u> Date <u>01/24/2017</u>
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Business, commercial or agricultural purpose Contract.

## Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
<u>2.99 %</u>	<u>\$ 7,753.68</u>	<u>\$ 81,630.00</u>	<u>\$ 89,383.68</u>	<u>\$ 18,376.35</u> <u>\$ 107,760.03</u>

### Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
<u>72</u>	<u>\$ 1,241.44</u>	<u>Monthly, beginning on 3/10/2017 .</u>
<u>N/A</u>	<u>N/A</u>	<u>NOT APPLICABLE</u>
<u>N/A</u>	<u>N/A</u>	<u>NOT APPLICABLE</u>

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

**Late Charge.** If a payment is not made in full within 10 days after it is due, you will be charged 5% of the part of the payment that is late, but not less than \$5.

**Prepayment.** If you pay off this Contract early, you  may  will not have to pay a Minimum Finance Charge.

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

## Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
<u>2017</u>	<u>TESLA</u>	<u>MODEL S 60D</u>	<u>SEDAN</u>	<u>5YJSA1E24HF176424</u>	<u>50</u>
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo		Other: <u>2017 TESLA MODEL S 60D SEDAN 5YJSA1E24HF176424</u>			

## Description of Trade-In

shown in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

You agree to make deferred down payments as set forth in your Payment Schedule.

**Additional Charge.** You agree to pay an additional charge of \$ N/A that will be  paid in cash.  added to the Cash Price.

**Minimum Finance Charge.** You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

**Returned Payment Charge.** If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$ N/A.

## Conditional Delivery

**Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("*Agreement*") applies: \_\_\_\_\_

\_\_\_\_\_. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

## Sales Agreement

**Payment.** You promise to pay us the principal amount of \$ 81,630.00 plus finance charges accruing on the unpaid balance at the rate of 2.99 % per year from the date of this Contract until paid in full. Finance charges accrue on a Actual/365 day basis. You agree to pay this Contract according to the payment schedule and late charge provisions

**Itemization of Amount Financed**

a. Price of Vehicle, etc. (incl. sales tax of		
\$ <u>8,888.60</u>	\$	<u>99,588.60</u>
b. Service Contract, paid to:		
<u>N/A</u>	\$	<u>0.00</u>
c. Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.)	\$	<u>0.00</u>
d. <u>N/A</u>	\$	<u>0.00</u>
e. <b>Cash Price</b> (a+b+c+d)	\$	<u>99,588.60</u>
f. Trade-in allowance	\$	<u>0.00</u>
g. Less: Amount owing, paid to (includes q):		
<u>N/A</u>	\$	<u>0.00</u>
h. Net trade-in (f-g); if negative, enter \$0 here and enter the amount on line q)	\$	<u>0.00</u>
i. Cash payment	\$	<u>18,376.35</u>
j. Manufacturer's rebate	\$	<u>0.00</u>
k. Deferred down payment	\$	<u>0.00</u>
l. Other down payment (describe)		
<u>N/A</u>	\$	<u>0.00</u>
m. <b>Down Payment</b> (h+i+j+k+l)	\$	<u>18,376.35</u>
n. <b>Unpaid balance of Cash Price</b> (e-m)	\$	<u>81,212.25</u>
o. Insurance premiums paid to insurance company(ies)	\$	<u>0.00</u>
p. Paid to public officials, including filing fees	\$	<u>0.00</u>
q. Financed trade-in balance (see line h)	\$	<u>0.00</u>
r. Paid to Dept. of Licensing	\$	<u>417.75</u>
s. <u>N/A</u>	\$	<u>0.00</u>
t. <u>N/A</u>	\$	<u>0.00</u>
u. <u>N/A</u>	\$	<u>0.00</u>
v. <u>N/A</u>	\$	<u>0.00</u>
w. <b>Total Other Charges/Amts Paid</b> (o thru v)	\$	<u>417.75</u>
x. <b>Prepaid Finance Charge</b>	\$	<u>0.00</u>
y. <b>Amount Financed</b> (n+w-x)	\$	<u>81,630.00</u>

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

**Insurance Disclosures**

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

**Credit Life**

Single  Joint  None

Premium \$ N/A Term N/A

Insured N/A

**Credit Disability**

Single  Joint  None

Premium \$ N/A Term N/A

Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

06/11/1957

By: MARNI J BONNIN

**DOB**

N/A

By: N/A

**DOB**

N/A

By: N/A

**DOB**

**Property Insurance.** You must insure the Property.

**You may purchase or provide the insurance through any insurance company or insurance producer reasonably acceptable to us, as the law allows.**

The collision coverage deductible may not exceed \$ 500.00

If you get insurance from or through us you will pay \$ N/A

for N/A of coverage.

This premium is calculated as follows:

\$ N/A Deductible, Collision Cov. \$ N/A

\$ N/A Deductible, Comprehensive \$ N/A

Fire-Theft and Combined Additional Cov. \$ N/A

N/A \$ N/A

**Insurance coverage for bodily injury liability, public liability or property damage liability is not included in this Contract unless checked and indicated.**

We will apply for any insurance checked and indicated above.

**Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage and we will arrange for the coverage. Otherwise you must procure the coverage (if this insurance is required).



By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

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

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

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

### Security Agreement

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

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

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written consent.
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

*[This area intentionally left blank.]*

### WARNING.

UNLESS YOU PROVIDE US WITH EVIDENCE OF THE PROPERTY INSURANCE COVERAGE AS REQUIRED BY THIS CONTRACT, WE MAY (BUT ARE NOT REQUIRED TO) 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 PROPER COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR AMOUNT FINANCED. IF THE COST IS ADDED TO THE AMOUNT FINANCED, FINANCE CHARGES AT THE RATE STATED IN THE SALES AGREEMENT SECTION WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR ANOTHER DATE AFTER THAT DATE OF LAPSE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY WASHINGTON'S MANDATORY LIABILITY INSURANCE LAWS.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

### Arbitration Provision

**Arbitration Provision. PLEASE READ CAREFULLY!** By agreeing to this arbitration provision you are giving up your right to go to court for claims and disputes arising from this Contract:

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, AND NOT BY A COURT OR BY JURY TRIAL.
- YOU GIVE UP ANY RIGHT THAT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST US IF A DISPUTE IS ARBITRATED.
- IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A JUDICIAL PROCEEDING, AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE.

You or we (including any assignee) may elect to resolve any Claim by neutral, binding arbitration and not by a court action. "Claim" means any claim, dispute or controversy between you and us or our employees, agents, successors, assigns or affiliates arising from or relating to:

1. the credit application;
2. the purchase of the Property;
3. the condition of the Property;
4. this Contract;
5. any insurance, maintenance, service or other contracts you purchased in connection with this Contract; or
6. any related transaction, occurrence or relationship.

This includes any Claim based on common or constitutional law, contract, tort, statute, regulation, or other ground. To the extent allowed by law, the validity, scope, and interpretation of this arbitration provision are to be decided by neutral, binding arbitration.

If either party elects to resolve a Claim through arbitration, you and we agree that no trial by jury or other judicial proceeding will take place. Rather, the Claim will be arbitrated on an individual basis, and not on a class or representative basis.

The party electing arbitration may choose either of the following arbitration organizations and its applicable rules, provided it is willing and able to handle the arbitration: American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019 ([www.adr.org](http://www.adr.org)) or JAMS, 1920 Main Street, Suite 300, Irvine CA 92614 ([www.jamsadr.com](http://www.jamsadr.com)). You may get a copy of the applicable rules of these organizations by contacting them or visiting their websites. If the chosen arbitration organization's rules conflict with this arbitration provision, then the terms of this arbitration provision will govern the Claim. If neither of these arbitration organizations is willing or able to handle the arbitration, the arbitrator can be selected pursuant to 9 U.S.C. Sections 5 and 6.

The arbitration hearing will be carried out in the federal district where you reside, unless you and we otherwise agree. Or, if you and we consent, the arbitration hearing can be by telephone. In connection with any arbitration, if you so request, we shall advance your filing, administration, service or case management fee, and your arbitrator or hearing fee, up to a total of \$2,500.00. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorneys, experts, witnesses, and any other fees or costs, including any amount we have advanced.

An arbitrator must be a lawyer with at least ten (10) years experience and familiar with consumer credit law or a retired state or federal court judge. Except as provided below, the arbitration will be by a single arbitrator. In making an award, an arbitrator shall follow governing substantive law and any applicable statute of limitations. The arbitrator will decide any dispute regarding the arbitrability of a Claim. An arbitrator has the authority to order specific performance, compensatory damages, punitive damages, and any other relief allowed by applicable law. An arbitrator's authority to make awards is limited to awards to you or us alone. Furthermore, Claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Any arbitration award shall be in writing, shall include a written reasoned opinion, and will be final and binding subject only to any right to appeal under the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1, et seq., except that (i) if a single arbitrator awards you less than \$5,000 you shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim rearbitrated by a panel of three arbitrators, and (ii) if the single arbitrator awards you more than \$100,000 we shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim rearbitrated by a panel of three arbitrators. The party requesting such rearbitration will be required to pay the filing, administration, service or case management fee and the arbitrators and hearing fee, subject to final determination by the arbitration panel. Any court having jurisdiction can enforce a final arbitration award.

You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court for Claims within the small claims court's jurisdiction, or
- Seek judicial provisional remedies.

If a party does not exercise the right to elect arbitration in connection with any particular Claim, that party still can require arbitration in connection with any other Claim.

This arbitration provision survives any (i) termination, payoff, assignment or transfer of this Contract, (ii) any legal proceeding by you or us to collect a debt owed by the other, and (iii) any bankruptcy proceeding in which you or we are the debtor. With but one exception, if any part of this arbitration provision is deemed or found to be unenforceable for any reason, the remainder of this arbitration provision will remain in full force and effect. The one exception is that, if a finding of partial unenforceability would allow arbitration to proceed on a class-wide basis then this arbitration provision will be unenforceable in its entirety.

You and we expressly agree that this arbitration provision is governed by the FAA to the exclusion of any different or inconsistent state or local law.

**By signing this Contract you are agreeing to the terms of this arbitration provision, unless you reject it as provided in the next paragraph.**

**Caution: It is important that you read this arbitration provision thoroughly before you sign this Contract. By signing this Contract, you are acknowledging that you have read and understand this arbitration provision. If you do not understand something in this arbitration provision, do not sign this Contract; instead ask your lawyer. You can reject this arbitration provision by checking the box in the *Rejection of Arbitration* section of this Contract before you sign this Contract. If you do so, this arbitration provision will not be a part of this Contract, but all the rest of this Contract will continue to be binding and effective.**

**Notices**

**Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. 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.**

**If you are buying a used vehicle: 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.**

**Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.**

**Third Party Agreement**

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

NOT APPLICABLE

	N/A
<b>By: NOT APPLICABLE</b>	<b>Date</b>

*[This area intentionally left blank.]*

**Signature Notices**

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.

**Arbitration.** This Contract contains an Arbitration Provision that affects your rights.

**Signatures**

**Entire Agreement.** Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

	01/24/2017
<b>By:</b> MARNI J BONNIN	<b>Date</b>
	N/A
<b>By:</b> N/A	<b>Date</b>
	N/A
<b>By:</b> N/A	<b>Date</b>

[This area intentionally left blank.]

You authorize us to obtain information about you, or the Vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.

**NOTICE TO BUYER.** (a) Do not sign this Contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this Contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this Contract, and in so doing you may receive a partial rebate of the Service Charge. (d) The service charge does not exceed 2.99 % per annum computed monthly.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

**Buyer**

	01/24/2017
<b>By:</b> MARNI J BONNIN	<b>Date</b>
	N/A
<b>By:</b> N/A	<b>Date</b>
	N/A
<b>By:</b> N/A	<b>Date</b>

**Seller**

	01/24/2017
<b>By:</b> Tesla Bellevue Square	<b>Date</b>

**Assignment.** This Contract and Security Agreement is assigned to TD Auto Finance LLC, PO Box 997551  
Sacramento, CA 95889-7551, the Assignee, phone 800-556-8172. This assignment is made under the terms of a separate agreement made between the Seller and Assignee.  This Assignment is made with recourse.

**Seller**

	01/24/2017
<b>By:</b> Tesla Bellevue Square	<b>Date</b>