

IN THE FRANKLIN COUNTY COMMON PLEAS COURT

FRANKLIN COUNTY, OHIO

General Electric Credit Union
11311 Cornell Park Drive
Cincinnati, OH 45242

Plaintiff,

vs.

Diane Tan
3175 N High St.
Columbus, OH 43202

Defendant.

Case no. _____

COMPLAINT FOR MONEY

1. The Plaintiff General Electric Credit Union is the owner of a Retail Installment Contract executed by Defendant on May 8, 2021. A true copy of said Contract is attached hereto as Exhibit "1".
2. Plaintiff further states that Defendant defaulted under the terms of the Contract described above, by failing and refusing to pay when due.
3. Plaintiff further states that the remaining principal balance due the Plaintiff from the Defendant is \$30,678.73, plus late charges of \$180.00, together with accrued interest of \$3,204.62 through June 10, 2025, and interest thereafter at the rate of 10.74% per annum. A copy of the Transaction Summary is attached hereto as Exhibit "2".

WHEREFORE, Plaintiff prays for judgment against the Defendant Diane Tan in the principal sum of \$30,678.73, plus late charges of \$180.00, together with accrued interest of

\$3,204.62 through June 10, 2025, and interest thereafter at the rate of 10.74% per annum and costs.

/s/ Thomas G. Widman, 0059259
Thomas G. Widman, 0059259
Attorney for Plaintiff
WELTMAN, WEINBERG & REIS CO., L.P.A.
5475 Rings Road, Suite 200
Dublin, OH 43017
614/801-2699
614/801-2604 Fax
Email: dubatty@weltman.com
WWR# 41509193

This communication is from a debt collector attempting to collect this debt for the current creditor, and any information obtained will be used for that purpose.

**RETAIL INSTALLMENT CONTRACT AND
SECURITY AGREEMENT**

Seller **JEFF WYLER COLUMBUS, INC.**
5885 GENDER RD
CANAL WINCHESTER OH 43110
614-837-3421

Buyer **DIANE TAN**

No. [REDACTED]
Date **05/08/2021**

"We" and "us" mean the Seller above, its successors and assigns.

"You" and "your" mean each Buyer above, and guarantor, jointly and individually.

Identification of Creditor: These disclosures are made jointly on behalf of Seller and General Electric Credit Union, to whom this contract will be assigned.

PURCHASE OF MOTOR VEHICLE: You agree to purchase from us, on credit and subject to the terms and conditions of this Retail Installment Contract and Security Agreement ("Agreement"), the motor vehicle ("Vehicle") described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of	Year 2021	VIN [REDACTED]	Other: N/A
Motor Vehicle	Make RAM TRUCKS	Lic. No./Year [REDACTED]	07/29/2024
Purchased	Model 1500	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	
Odometer Mileage	64	Mileage is Accurate <input type="checkbox"/> Yes <input type="checkbox"/> No	

Description of			
Trade-In	2014 CHEVROLET	Silverado 1500	[REDACTED]

SECURITY: To secure your payment and performance and all expenditures incurred by us under this Agreement, you grant us a security interest in the Vehicle together with all accessions, attachments, accessories, and equipment placed in or on the Vehicle ("Collateral"). You also grant us a security interest in all proceeds of the Collateral. Our interest will not extend to consumer goods unless you acquire rights to them within 10 days after we enter into this Agreement, or they are installed in or affixed to the Vehicle.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$ **60547.50**, plus finance charges accruing on the unpaid balance at the rate of **10.74** % per year from today's date until maturity. Finance charges accrue on a **365** day basis. You agree to pay all amounts owing under this Agreement according to the TRUTH IN LENDING DISCLOSURES below and according to the terms and conditions of this Agreement.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum finance charge of \$ **0.00** if you pay this Agreement in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the TEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

Return Payment Fee: If you make any payment that is returned for any reason, you agree to pay a fee of \$ **32.00**.

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 when you have made all scheduled payments.	TOTAL SALE PRICE: The total cost of your purchase on credit, including your down payment of
10.74 %	\$ 21839.94	\$ 60547.50	\$ 82387.44	\$ 421.93
				\$ 82809.37

Payment Schedule: Your payment schedule will be

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
72	\$ 1144.27	MONTHLY BEGINNING: 06/07/2021
N/A	\$ N/A	N/A
N/A	\$ N/A	N/A

Security: You are giving a security interest in the Vehicle purchased, as described above.

Late Charges: If the payment is more than 15 days late, a \$32.00 late fee will be charged, subject to maximum allowed by state regulations.

Prepayment: If you pay off this Agreement early, you will not have a prepayment penalty.

Agreement Provisions: See the terms of this Agreement for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

NOTICE TO THE BUYER

(1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. (3) UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. (4) THIS AGREEMENT SHALL BECOME EFFECTIVE ONLY WHEN SIGNED AND EXECUTED BY THE BUYER AND SELLER, SUBJECT TO LENDER APPROVAL.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 - 4 OF THIS AGREEMENT INCLUDING "CONTRACTUAL LIEN ON ACCOUNTS" AND "CROSS-COLLATERALIZATION" SECTIONS ON PAGES 2 AND 3, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Buyer: *Diane Tan* **05/08/2021**
Signature

Signature

Seller: By

EXHIBIT
1

NOTICE OF ARBITRATION PROVISION

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH APPEARS ON PAGE 4. BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ THE ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THE ARBITRATION PROVISION IN THE MANNER ALLOWED, IT MAY HAVE A SUBSTANTIAL IMPACT ON THE WAY IN WHICH YOU OR WE RESOLVE ANY CLAIM THAT WE HAVE AGAINST EACH OTHER OR CERTAIN OTHER THIRD PARTIES.

CUST# 1836071

DEAL# 56017684

CREDIT INSURANCE: Credit Insurance is not required by Creditor nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Borrower(s) signs the appropriate authorization below. Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost. Borrower(s) understands that the credit insurance being sold is the only credit insurance offered by Creditor and Creditor expects to make a profit from its sale.

Credit Life: Insured N/A
☐ Single ☐ Joint Prem. \$ N/A Term N/A

Credit Health: Insured

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer N/A d/o/b N/A Buyer N/A d/o/b N/A

PROPERTY INSURANCE: You must insure the Property securing this Agreement. You may choose any agent and insurer you want to place the insurance. We will not refuse any adequate insurance policy that you provide. The collision coverage deductible may not exceed \$ N/A. 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 Coverage \$ N/A
☐ \$ N/A Deductible, Comprehensive Cov. \$ N/A
☐ Fire-Theft and Combined Additional Coverage \$ N/A
☐ N/A \$ N/A

Liability Insurance coverage for personal liability and property damage caused to others is not included in this Agreement unless checked and indicated.

Voluntary Protection Products

The following protections are optional and are not required to obtain credit and are not a factor in the credit decision, rates or terms. In order to obtain these products you must sign below and complete an application form if provided to you. By signing below, you are choosing to purchase the indicated product, acknowledge receipt of the product contracts, and agree to the additional charge for the product(s). If the section(s) below are not completed, you will not have coverage under either voluntary protection product.

☐ Service ContractTerm N/APrice \$ N/ACoverage N/A☒ GAPTerm 72 MONTHSPrice \$ 1250.00Coverage SEE POLICY FOR COVERAGE

DIANE TAN

05/08/2021

By DIANE TAN

Date

N/AN/ABy N/A

Date

ASSIGNMENT: This Retail Installment Contract and Security Agreement is assigned to General Electric Credit Union the Assignee, phone 513.243.4328. This assignment is made ☒ under the terms of the ASSIGNMENT BY SELLER on page 4. ☐ This assignment is made with recourse.
 Seller: By *[Signature]* Date 05/08/2021

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (Incl. sales tax of \$ 2995.43) \$ 59719.43
 To: N/A \$ N/A
 Service Contract, Paid to: N/A * \$ N/A
 Gap Amount Waiver or Gap Coverage
 Paid to: USWC * \$ 1250.00
 Amount to Finance line e. (If e. is negative) \$ 0.00

Cash Price \$ 60969.43

Manufacturer's Rebate \$ 2750.00
 Cash Down Payment \$ 3000.00
 Deferred Down Payment \$ N/A
 a. Total Cash/Rebate Down \$ 5750.00
 b. Trade-In Allowance \$ 18000.00
 c. Less: Amount owing \$ 23328.07
 Paid to: EXETER

d. Net Trade-In (b. minus c.) \$ -5328.07e. Net Cash/Trade-In (a. plus d.) \$ 421.93Down Payment (e.; disclose as \$0 if negative) \$ 421.93Unpaid Balance of Cash Price \$ 60547.50Insurance Premiums* \$ N/ATo: N/A \$ N/ATo: N/A \$ N/ATo: N/A \$ N/ATo: N/A \$ N/ATotal Other Charges/Amounts Pd. to Others \$ N/ALess: Prepaid Finance Charges** \$ N/AAmount Financed \$ 60547.50

*We may retain or receive a portion of this amount.

**Included in Finance Charge listed on page 1.

CROSS-COLLATERALIZATION

Cross-collateralization: Property given as security for this loan or for any other loan Borrower has with the credit union will secure all amounts Borrower owes the credit union now and in the future. However, property securing another debt will not secure this loan if such property is Borrower's principal residence (unless the proper rescission notices are given and any other legal requirements are satisfied), or are non-purchase money household goods. IF YOU HAVE A CREDIT CARD WITH US, THIS CROSS-COLLATERALIZATION CLAUSE ALSO APPLIES TO THAT CREDIT CARD.

Release of Lien: We will not release any lien on any collateral under this Agreement if you are delinquent on, or in default on, any other loan you have with us. For example, if you are in default on a line of credit, we will not release our lien on a vehicle loan, even if the vehicle loan is current or paid in full.

79888*1*CO-FI

05/08/2021 07:20 pm (page 2 of 4)

THIRD PARTY AGREEMENT

By signing below you agree to give us a security interest in the Property described in the PURCHASE OF MOTOR VEHICLE section. You also agree to the terms of this Agreement, including the Waiver section above, 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, change this Agreement, or release any party or property without releasing you from this Agreement. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Agreement.

Signature _____

Date _____

ASSIGNMENT: FOR VALUE RECEIVED, the dealer assigns to the lender all the dealer's interest in this Retail Installment Contract and Security Agreement ("Agreement") and the motor vehicle described in the Agreement (the "motor vehicle"), and authorizes the lender to do everything necessary to enforce the Agreement. The dealer represents and warrants that the Agreement is valid and enforceable; that all signatures on the Agreement are genuine; that the Agreement, the sale of the motor vehicle and services, the extension of credit evidenced by the Agreement, and all transactions and circumstances related thereto comply with all applicable federal, state and local laws and regulations; that the dealer received any cash down payment or trade-in described in the Agreement; that neither the dealer nor, to the dealer's knowledge, anyone else has lent the buyer any part of the down payment; that the motor vehicle has never been owned by a governmental entity or used as a taxi-cab; that the dealer delivered the motor vehicle and that the motor vehicle satisfies all warranties, express or implied, made to the buyer; that the buyer owns the motor vehicle free and clear of all liens or encumbrances except the security interest granted in the Agreement; that the dealer has properly perfected the security interest; that the dealer has good title to the Agreement free of any lien or encumbrance; that all amount indicated in the itemization of the Amount Financed have been paid; and that the buyer unconditionally owes the Amount Financed stated in the Agreement. The dealer agrees that if any of these warranties and representations are untrue, the dealer will repurchase the Agreement from the lender upon demand for the amount then unpaid by the buyer under the Agreement, and will indemnify the lender against all its losses and expenses under the Agreement.

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 or us or our employees, agents, successors, assigns or affiliates arising from or relating to: (i) the credit application; (ii) the purchase of the Property; (iii) the condition of the Property; (iv) this Contract; (v) any insurance, maintenance, service or other contracts you purchased in connection with this Contract; or (vi) any related transaction, occurrence or relationship. This includes any Claim based on common or constitutional law, contract, tort, statute, regulation or other ground. However, "Claim" does not include (i) any self-help remedy, such as repossession of the collateral or the right of set-off; or (ii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and does not involve a request for damages or monetary relief of any kind. Moreover, we will not choose to arbitrate an individual Claim that you bring against us in small claims court or your state's equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration. 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. Instead, 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 (www.adr.org) or JAMS (www.jamsadr.com), or it may choose any other reputable arbitration organization and its rules to conduct the arbitration, subject to the other party's approval. The parties can get a copy of the organization's rules by contacting it or visiting website. If the chosen arbitration organization's rules conflict with this Arbitration Provision, the terms of this Arbitration Provision will govern the Claim. However, to address a conflict with the selected arbitration organization's rules, the parties may agree to change the terms of this Arbitration Provision by written amendment signed by the parties. If the parties are not able to find or agree upon an arbitration organization that is willing and able to handle the arbitration, then the arbitrator will be selected pursuant to the 9 U.S. Code Sections 5 and 6.

The arbitration hearing will be conducted in the federal district where you reside unless you and we otherwise agree. Or, if you and we agree, the arbitration hearing can be by telephone or other electronic communication. The arbitration filing fee, arbitrator's compensation and other arbitration

Membership Eligibility: To become a Member of General Electric Credit Union, you must meet the membership requirements, including maintaining at least one active account, as set forth in the Credit Union Bylaws. By signing this agreement, you: (1) authorize General Electric Credit Union to request consumer reports to determine eligibility for membership and products offered; (2) authorize General Electric Credit Union to open a membership in your name; and (3) acknowledge that you meet General Electric Credit Union's field of membership requirements.

The dealer also agrees to indemnify and defend the lender against all losses and expenses the lender sustains because of any claims or defenses the buyer could now or hereafter assert against the dealer, whether or not the claim or defense is related to the Agreement or the motor vehicle, and whether or not the buyer ultimately prevails. If the buyer at any time sets off any amount owing under the Agreement or pays it into escrow, the dealer will immediately pay the lender that amount whether or not the buyer's claim or defense has been finally adjudicated. The dealer agrees to pay all of the lender's legal and other expenses of defending or seeking to overcome such claims and defenses in the event that the lender chooses to do so.

The lender's remedies shall be cumulative and may be exercised from time to time and shall be in addition to any remedies otherwise available to the lender at law or equity or by agreement. The lender does not waive any right or remedy by failing or delaying to exercise that right or remedy. The dealer's obligations and the lender's rights and remedies shall not be affected by any extension, modification, indulgence, settlement, waiver, compromise, forbearance, release, surrender, or exchange made or permitted by the lender concerning the Agreement, any person liable under the Agreement, or the motor vehicle or any other collateral.

WITH RECOURSE: If this Assignment is made "with recourse" as indicated on page 2 of this document, Assignee takes this Assignment with certain rights of recourse against Seller. Seller agrees that if the Buyer defaults on any obligation of payment or performance under this Agreement, Seller will, upon demand, repurchase this Agreement for the amount of the unpaid balance, including finance charges, due at that time.

costs will be paid in the amounts and by the parties according to the rules of the arbitration organization. Some arbitration organizations' rules require us to pay most or all of these amounts. If the rules of the arbitration organization do not specify how fees must be allocated, we will pay the filing fee, arbitrator's compensation, and other arbitration costs up to \$1,000, unless the law requires us to pay more. Each party is responsible for the fees of its own attorneys, witnesses, and any related costs, if any, that it incurs to prepare and present its Claim or response. In limited circumstances, the arbitrator may have the authority to award payment of certain arbitration costs or fees to a party, but only if the law and arbitration organization rules allow it.

An arbitrator must be a lawyer with at least ten (10) years of experience and familiar with consumer credit law or a retired state or federal court judge. The arbitration will be by a single arbitrator. In making an award, an arbitrator shall follow the 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. 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 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. Code Sections 1, et seq. Any court having jurisdiction can enforce a final arbitration award. You and we agree that this Arbitration Provision is governed by the FAA to the exclusion of any different or inconsistent state or local law.

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.

Your Right to Reject: If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which contains all of the following:

- The date and amount of this loan.
- The names, addresses and phone numbers of each of the borrowers of this loan.
- A statement that all of the borrowers reject the Arbitration Provision of this loan.

The rejection notice must be sent to General Electric Credit Union, Attention: Loan Operations - Arbitration Rejection, 10485 Reading Road, Cincinnati, OH 45241. A rejection notice is only effective if it is signed by all borrowers and cosigners and if we receive it within 30 days after the date of this loan. If you reject this Arbitration Provision, that will not affect any other provision of this agreement or the status of your loan. If you don't reject this Arbitration Provision, it will be effective as of the date of this loan.

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CONSUMERS MOTOR VEHICLE PURCHASE AGREEMENT

"You," "your" and "yours" mean all persons named as Buyers on page 1 of this document. "We," "us" and "our(s)" mean the Dealer and Seller/Creditor named on page 1 of this document.

Payments/Finance Charges: For value received, you promise to pay all amounts due in accordance with the disclosure statement on page 1 of this document. If you fail to pay any installment by the time it is due, you will pay additional interest on the overdue amount.

Allocation of Payments and Additional Payments: Payments and credits shall be applied in the following order: any amounts past due; any fees or charges owing, including any fees or premiums for additional products purchased; accrued interest or finance charges; outstanding principal. Payments made in addition to regularly scheduled payments shall be applied in the following order: any fees or charges owed; accrued interest or finance charges; outstanding principal.

Late Charges: If you make a late payment, you agree to pay a late charge if one is disclosed on page 1 of this document.

Further Assurances: You agree to execute any further documents, and to take any further actions, reasonably requested by Credit Union in order to evidence or perfect the security interests granted herein or to effectuate the rights granted to Credit Union.

Early Payment. The amounts shown on page 1 of this document assume you make each payment on the date it is due. You can reduce your finance charge and credit insurance charges by making earlier payments, making larger payments or paying the entire unpaid balance at any time. If a payment reduces the unpaid balance of the amount financed, you will pay a finance charge only on the reduced unpaid balance. We will credit you with any reduction in credit insurance charges caused by your early payment.

Property Insurance: You must maintain insurance to cover any vehicle or other property in which we have a security interest. This insurance will be in a form and an amount satisfactory to us and must name us as Loss Payee. You will supply us with proof of such insurance until all sums owed to us are repaid. If you fail to maintain such insurance, we may, but are not required to, obtain insurance of our own and add the cost of such to the sums owed if the costs to obtain insurance is added to your loan, we shall increase your payments. If you have authorized us to take payments automatically from another account, we are permitted to adjust your automatic payments. This cost will bear interest at the rates disclosed on page 1 until paid and shall be due immediately. **WARNING: THE INSURANCE AFFORDED HEREUNDER DOES NOT COVER LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY OF OTHERS.** You assign to us the right to receive the proceeds of any insurance, and direct any insurer to pay those proceeds directly to us. You authorize us to endorse any proceeds check, and apply those proceeds to the sums owed to us. You acknowledge that insurance, or any extension thereof, placed by us is without benefit to you individually but is primarily for our protection.

Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

CONTRACTUAL LIEN ON ACCOUNTS

Security Interest; PLEDGE OF SHARES; Statutory Lien; Set-off; Administrative Freeze: To secure the payment of this loan and all expenditures incurred by the credit union in connection with this loan: **(a) You grant the Credit Union a security interest** in the property described on Page 1 of this document ("Collateral"). The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which you buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. If the value of the property declines, you promise to give us more security if asked to do so. You also agree to abide by the terms of the Security Agreement. **(b) YOU GRANT AND PLEDGE TO US A CONSENSUAL LIEN ON ALL SUMS ON DEPOSIT** to secure your obligations to the credit union pursuant to applicable state law. "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial accounts(s), whether jointly or individually held, that we have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. Your pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which you do not have vested ownership interest. **(c) You acknowledge and agree to impressment of the Credit Union's statutory lien rights** under the Federal Credit Union Act and/or applicable state law as of the date of your loan, which gives us the right to apply the sums in your account(s), to satisfy any obligations you owe to the credit union, regardless of contributions at the time of default, and without further notice to you or any owner of the account(s). **(d) You acknowledge and agree to our "common law" right to set off** under applicable state law which authorizes us to apply the funds in any joint or individual account to any obligations owed to us if you default or fail to pay or satisfy any obligation to us without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. **(e) You specifically agree that we have a right to place an administrative freeze on any of your joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law.** IF YOU HAVE A CREDIT CARD WITH US, OUR RIGHTS ALSO APPLY TO THAT CREDIT CARD ACCOUNT.

Protection of Motor Vehicle: You will keep the vehicle in good condition and repair and allow us to inspect it at anytime. You will pay all taxes, assessments, and other fees imposed on the collateral when due; you will not use the collateral in a trade or business without our written consent or use it unlawfully or abandon it. If vehicle collateral is impounded, you will notify us immediately and regain possession. You will not sell, lease, assign or otherwise dispose of the collateral and will not allow any other lien on it. You agree to pay us a transfer fee if you consent to a transfer of equity in the collateral. You will do anything necessary to perfect our security interest in the vehicle and give us any additional personal or financial information about you or any guarantor we request. You have not made any false or misleading statements in your credit process. If you fail to do any of the above, we may do them instead and you agree to pay all amounts we incur and that the Collateral secures these additional amounts.

NOTICE TO PURCHASERS OF USED MOTOR VEHICLES: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE AGREEMENT OF SALE.

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

Warranty: Warranty information is provided to you separately.

Waiver: To the extent permitted by law, you agree to give up your rights to require us to do certain things. We are not required to: (1) demand payment of amounts due; (2) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time or manner; or, (3) give notice that we intend to make, or are making, this Agreement immediately due.

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Default: You shall be in default if: a.) You fail to perform any obligation that you have undertaken in this Agreement; b.) We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Agreement; c.) If you do not pay on time any of your current or future debts to us; d.) If anyone is in default of any security agreement given in connection with any loan under this Agreement; e.) If you make any false or misleading statements in any credit application or update of credit information; f.) You are in default of any other loan or security agreement you have with the Credit Union; or g.) If you die, become insolvent or are the subject of a bankruptcy or receivership proceeding. If you default, we may, at our option and without prior notice, declare this loan immediately due and payable, and you must immediately pay the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. We may also repossess the Collateral in accordance with applicable law. Costs of collection include, but are not limited to, repossession fees, casualty damage insurance coverage, and attorney's fees for any action taken by an attorney in order to collect this loan or preserve or protect our rights and remedies. The principal balance in default shall bear interest at the rates disclosed on page 1 of this document.

Delay in Enforcement: We may delay enforcing any of our rights under this agreement without losing them.

Co-buyer: If you are signing this agreement as a co-buyer, you agree to be equally responsible with the buyer, but we may sue either or both of you. We do not have to notify you that this agreement has not been paid. We may extend the terms of payment and release any security without notifying or releasing you from responsibility on this agreement.

Refund of Precomputed Interest: Upon your request, we shall provide you with a statement or table showing how the partial refund of interest is to be computed if any balance of the Agreement should be repaid.

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

Diane Tan



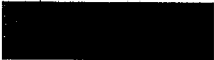
Transaction History Account Number [REDACTED]
04-09-2000 to 04-30-2025

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
New Loan Disbursement New Loan	05-08-2021	05-13-2021		Note Balance	60547.50	60547.50
Cost Disbursement Dealer Reser	05-08-2021	05-13-2021		Deferred Cost	-1513.69	
Regular Payment check by phone	06-10-2021	06-10-2021	06-07-2021	Note Balance	-556.35	59991.15
				Note Interest	-587.92	
				Total	1144.27	
Cost Receipt	06-30-2021	06-30-2021		Deferred Cost	33.77	
Regular Payment Check by phone	07-15-2021	07-15-2021	07-07-2021	Note Balance	-526.44	59464.71
				Note Interest	-617.83	
				Total	1144.27	
Cost Receipt	07-31-2021	07-31-2021		Deferred Cost	35.04	
Regular Payment check by phone	08-12-2021	08-12-2021	08-07-2021	Note Balance	-654.34	58810.37
				Note Interest	-489.93	
				Total	1144.27	
Financed Disbursement Force P1	08-25-2021	08-25-2021		Note Balance	1368.00	60178.37
				CPI Financed	0.00	
				Total	-1368.00	
Cost Receipt	08-31-2021	08-31-2021		Deferred Cost	37.45	
Regular Payment Check By Phone	09-13-2021	09-13-2021	09-07-2021	Note Balance	-638.87	59539.50
				Note Interest	-561.40	
				Total	1200.27	
Financed Rebate Receipt Force	09-14-2021	09-14-2021		Note Balance	-1368.00	58171.50
				CPI Financed	0.00	
				Total	1368.00	
Loan Interest Accrual Adj	09-14-2021	09-14-2021		Note Interest	-8.05	
Investor Sold Loan	09-22-2021	09-22-2021		Note Investor Balance	52354.35	
Cost Receipt	09-22-2021	09-22-2021		Deferred Cost	1266.69	
Cost Receipt	09-30-2021	09-30-2021		Deferred Cost	10.23	
Regular Payment Check By Phone	10-18-2021	10-18-2021	10-07-2021	Note Balance	-608.57	57562.93
				Note Interest	-591.43	
				Total	1200.00	

EXHIBIT

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----- Transaction History Account Number [REDACTED] -----

04-09-2000 to 04-30-2025

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
Investor Payment	10-18-2021	10-18-2021		Note Investor Balance	-547.71	
Investor Interest In-Process	10-18-2021	10-18-2021		Note Investor Interest	-532.29	
Cost Receipt	10-31-2021	10-31-2021		Deferred Cost	5.48	
Regular Payment check by phone	11-18-2021	11-18-2021	11-07-2021	Note Balance	-619.20	56943.73
				Note Interest	-525.07	
				Total	1144.27	
Investor Payment	11-18-2021	11-18-2021		Note Investor Balance	-557.28	
Investor Interest In-Process	11-18-2021	11-18-2021		Note Investor Interest	-472.56	
Cost Receipt	11-30-2021	11-30-2021		Deferred Cost	5.96	
Extension Pmt Fee Assessed	12-02-2021	12-02-2021		Total	-40.00	
Charge Satisfaction	12-02-2021	12-02-2021		Total	40.00	
Loan Charge Capitalization	12-02-2021	12-02-2021		Note Balance	40.00	56983.73
Extension Payments For Receiva	12-02-2021	12-02-2021		Note Balance	0.00	56983.73
Cost Receipt	12-31-2021	12-31-2021		Deferred Cost	7.59	
Extension Pmt Fee Assessed	01-05-2022	01-05-2022		Total	-40.00	
Charge Satisfaction	01-05-2022	01-05-2022		Total	40.00	
Loan Charge Capitalization	01-05-2022	01-05-2022		Note Balance	40.00	57023.73
Extension Payments For Receiva	01-05-2022	01-05-2022		Note Balance	0.00	57023.73
Cost Receipt	01-31-2022	01-31-2022		Deferred Cost	8.75	
Late Charge Assessment	02-22-2022	02-22-2022		Late Charge Balance	30.00	
Regular Payment Check by Phone	02-28-2022	02-28-2022	02-07-2022	Note Interest	-1115.00	
				Late Charge Balance	-30.00	
				Total	1145.00	
Investor Interest In-Process	02-28-2022	02-28-2022		Note Investor Interest	-1003.50	
Cost Receipt	02-28-2022	02-28-2022		Deferred Cost	8.53	

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Transaction History Account Number [REDACTED]
04-09-2000 to 04-30-2025

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
Payment Reversal Reverse 2/28	02-28-2022	03-02-2022	02-07-2022	Note Interest	1115.00	
				Late Charge Balance	30.00	
				Total	-1145.00	
Investor Interest In-Process	02-28-2022	03-02-2022		Note Investor Interest	1003.50	
Charge Assessment Return Check	03-02-2022	03-02-2022		Loan Ret Ck Charge	32.00	
Charge Satisfaction	03-02-2022	03-02-2022		Loan Ret Ck Charge	-32.00	
Loan Charge Capitalization	03-02-2022	03-02-2022		Note Balance	32.00	57055.73
Regular Payment check by phone	03-04-2022	03-04-2022	02-07-2022	Late Charge Balance	-30.00	
				Note Interest	-1115.00	
				Total	1145.00	
Investor Interest In-Process	03-04-2022	03-04-2022		Note Investor Interest	-1003.50	
Late Charge Assessment	03-22-2022	03-22-2022		Late Charge Balance	30.00	
Cost Receipt	03-31-2022	03-31-2022		Deferred Cost	9.40	
External Loan Payment GECU ELE	04-08-2022	04-08-2022	03-07-2022	Note Interest	-1144.30	
				Late Charge Balance	-30.00	
				Total	1174.30	
Investor Interest In-Process	04-08-2022	04-08-2022		Note Investor Interest	-1029.87	
Late Charge Assessment	04-22-2022	04-22-2022		Late Charge Balance	30.00	
Cost Receipt	04-30-2022	04-30-2022		Deferred Cost	9.17	
Regular Payment Check by Phone	05-09-2022	05-09-2022	04-07-2022	Note Balance	-517.66	56538.07
				Note Interest	-626.61	
				Late Charge Balance	-30.00	
				Total	1174.27	
Investor Payment	05-09-2022	05-09-2022		Note Investor Balance	-465.89	
Investor Interest In-Process	05-09-2022	05-09-2022		Note Investor Interest	-563.95	
Late Charge Assessment	05-22-2022	05-22-2022		Late Charge Balance	30.00	
Cost Receipt	05-31-2022	05-31-2022		Deferred Cost	8.94	
Financed Disbursement Force P1	06-15-2022	06-15-2022		Note Balance	9129.00	65667.07

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Transaction History Account Number
04-09-2000 to 04-30-2025

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
				CPI Financed	0.00	
				Total	-9129.00	
Investor Sold Loan	06-17-2022	06-17-2022		Note Investor Balance	8216.10	
Regular Payment check by phone	06-22-2022	06-22-2022	05-07-2022	Note Balance	-363.48	65303.69
				Note Interest	-750.79	
				Late Charge Balance	-30.00	
				Total	1144.27	
Investor Payment	06-22-2022	06-22-2022		Note Investor Balance	-326.57	
Investor Interest In-Process	06-22-2022	06-22-2022		Note Investor Interest	-674.56	
Late Charge Assessment	06-22-2022	06-22-2022		Late Charge Balance	30.00	
Cost Receipt	06-30-2022	06-30-2022		Deferred Cost	8.52	
Regular Payment Check by phone	07-20-2022	07-20-2022	06-07-2022	Note Balance	-606.24	64697.35
				Late Charge Balance	-30.00	
				Note Interest	-538.03	
				Total	1174.27	
Investor Payment	07-20-2022	07-20-2022		Note Investor Balance	-544.69	
Investor Interest In-Process	07-20-2022	07-20-2022		Note Investor Interest	-483.40	
Late Charge Assessment	07-22-2022	07-22-2022		Late Charge Balance	30.00	
Cost Receipt	07-31-2022	07-31-2022		Deferred Cost	4.87	
Regular Payment Check by Phone	08-18-2022	08-18-2022	07-07-2022	Note Balance	-592.20	64105.15
				Late Charge Balance	-30.00	
				Note Interest	-552.07	
				Total	1174.27	
Investor Payment	08-18-2022	08-18-2022		Note Investor Balance	-532.07	
Investor Interest In-Process	08-18-2022	08-18-2022		Note Investor Interest	-496.02	
Late Charge Assessment	08-22-2022	08-22-2022		Late Charge Balance	30.00	
Cost Receipt	08-31-2022	08-31-2022		Deferred Cost	30.63	
Late Charge Assessment	09-22-2022	09-22-2022		Late Charge Balance	30.00	

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Transaction History Account Number

04-09-2000 to 04-30-2025

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
Cost Receipt	09-30-2022	09-30-2022		Deferred Cost	8.57	
Regular Payment Cash Advance	10-07-2022	10-07-2022	07-07-2022	Note Balance	-200.86	63904.29
				Note Interest	-943.14	
			08-07-2022	Late Charge Balance	-30.00	
				Total	1174.00	
Investor Payment	10-07-2022	10-07-2022		Note Investor Balance	-180.47	
Investor Interest In-Process	10-07-2022	10-07-2022		Note Investor Interest	-847.38	
Non-Accrual Int Adjustment	10-07-2022	10-07-2022		Non-Accrual Interest	-1.91	
Late Charge Assessment	10-22-2022	10-22-2022		Late Charge Balance	30.00	
Cost Receipt	10-31-2022	10-31-2022		Deferred Cost	2.56	
Charge Assessment	11-16-2022	11-16-2022		Repossession Fee	100.00	
Financed Rebate Receipt CPI F1	11-22-2022	11-22-2022		Note Balance	-3652.00	60252.29
				CPI Financed	0.00	
				Total	3652.00	
Investor Payment	11-22-2022	11-22-2022		Note Investor Balance	-3281.19	
Late Charge Assessment	11-22-2022	11-22-2022		Late Charge Balance	30.00	
Investor Sold Loan Reversal	11-23-2022	11-23-2022		Note Investor Balance	-3286.80	
Late Charge Assessment	12-22-2022	12-22-2022		Late Charge Balance	30.00	
Late Charge Assessment	01-22-2023	01-22-2023		Late Charge Balance	30.00	
Late Charge Assessment	02-22-2023	02-22-2023		Late Charge Balance	30.00	
Non-Accrual Int Adjustment	02-23-2023	02-23-2023		Non-Accrual Interest	-392.36	
Cost Receipt	02-28-2023	02-28-2023		Deferred Cost	2.67	
Cost Receipt	02-28-2023	02-28-2023		Deferred Cost	8.87	
Principal Receipt Sale of Repo	02-29-2024	02-29-2024		Note Balance	-28903.00	31349.29
Investor Payment	02-29-2024	02-29-2024		Note Investor Balance	-24391.66	
Principal Receipt Service Cont	05-09-2024	05-09-2024		Note Balance	-670.56	30678.73

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----- Transaction History Account Number 116001219-----
04-09-2000 to 04-30-2025

Description	Eff Date	Post Date	Due Date	Balance Type	Amount	Running Bal
Investor Payment	05-09-2024	05-09-2024		Note Investor Balance	-565.90	