

# UCC APPROVAL SHEET

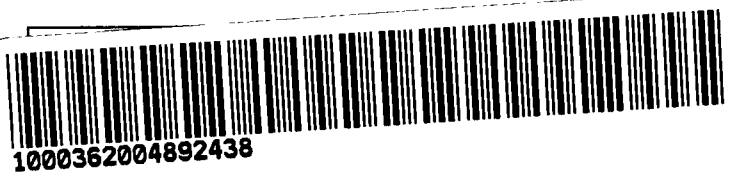
**\*\* KEEP WITH DOCUMENT \*\***

**TRANSACTION TYPE**

**FEES REMITTED**

_____	UO – Original Financing Statement	\$25.00
_____	UOA – Original Financing Statement with assignment	\$25.00
_____	UOTU – Original Financing Statement Transmitting Utility	\$25.00
_____	UMA – Amendment	\$25.00
_____	UMDA – Amendment – Debtor Added	\$25.00
_____	UMDC – Amendment – Debtor Name Change	\$25.00
_____	UMDD – Amendment – Debtor Deleted	\$25.00
_____	UMSA – Amendment – Secured Party Added	\$25.00
_____	UMSC – Amendment – Secured Party Name Change	\$25.00
_____	UMSD – Amendment – Secured Party Deleted	\$25.00
_____	UMC – Amendment – Continuation	\$25.00
_____	UMT – Amendment – Termination	\$25.00
_____	UMZ – Amendment – Assignment	\$25.00
_____	UMZP – Amendment – Partial Assignment	\$25.00
_____	UMCS – Amendment – Correction Statement	\$25.00
_____	UOMH – Manufactured Home – Original Financing Statement	\$25.00
_____	UOPF – Public Finance – Original Financing Statement	\$25.00
_____	Documents Nine (9) Pages or More	\$75.00
_____	Certified Copies	
_____	Plain Copies	

**TOTAL FEES:** 2500



Affix Text Label Here  
**RECORDED ON 05/17/2013 AT 11:42 AM**  
**IN THE FINANCING RECORDS OF THE MD. ST.**  
**DEPARTMENT OF ASSESSMENTS AND TAXATION.**  
**WO # 0004142437 ACK # 1000362004892438**  
**ORIGINAL FILE NUMBER: 0000000181433016**  
**PAGES: 0008**

**OTHER CHANGES:**

Code \_\_\_\_\_

Attention: \_\_\_\_\_

Mail to Address:

**NO FEE TRANSACTION TYPES**

- \_\_\_\_\_ URC – Copies
- \_\_\_\_\_ UNCP – Void – Non-Payment
- \_\_\_\_\_ UCC – Cancellation
- \_\_\_\_\_ UCR – Reinstatement
- \_\_\_\_\_ UCO – Departmental Action
- \_\_\_\_\_ UCREF – Refund Recordation Tax
- \_\_\_\_\_ UCIS – Incorrect ID Number
- \_\_\_\_\_ XOVRU – UCC Overrides
- \_\_\_\_\_ UMFC – Filing Office Correction Statement

ISAAH N NICHOLS  
 632 AUDREY LN #103  
 OXON HILL MD 20745

**Method of Payment:**

Cash  Check  Credit Card

Number of Checks

Comments(s):

**CUST ID: 0002925857**  
**WORK ORDER: 0004142437**  
**DATE: 05-20-2013 02:12 PM**  
**AMT. PAID: \$25.00**



# RETAIL INSTALLMENT CONTRACT

Printed 06/11/2012 02:10 pm 1 of 1

DMS Tracking #: 10218080

Reprint #: 1

In this Contract, the words "you" and "your" mean anyone signing this Contract as a Buyer or Co-Buyer. The words "we", "us", and "our" mean the Seller or anyone to whom the Seller transfers its rights under this Contract. You understand that you may buy the Vehicle described below for cash or credit. By signing this Contract, you choose to buy the Vehicle on credit under the terms and conditions on all pages of this Contract. If there is a Buyer and a Co-Buyer, you are each individually liable to us for any amount due under this Contract.

## Consumer Credit Sale

Contract Number 6002350  
Contract Date Jun 11, 2012

Seller CarMax Auto Superstores, Inc., 8800 FREESTATE DR., LAUREL, MD 20723  
Buyer ISIAH N NICHOLS, 2600 BRINKLEY RD Apt. 714, FORT WASHINGTON, MD 20744  
Co-Buyer \_\_\_\_\_

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <u>23.70 %</u>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  <u>\$ 10,256.12</u> e*	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.  <u>\$ 15,744.88</u>	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.  <u>\$ 26,001.00</u> e*	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of  <u>\$ 26,001.00</u> e*
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Your Payment Schedule will be:		*e means an estimate
Number of Payments <u>54</u>	Amount of Payments <u>\$ 481.50</u>	When Payments are Due Monthly, beginning <u>Jul 26, 2012</u>

**Security.** You are giving a security interest in the motor vehicle being purchased.

**Late Charge.** If payment is not received in full within 15 days after it is due, you will pay a late charge that is the greater of \$5 or 10% of the unpaid amount of the installment.

**Prepayment.** If you pay off the full amount owed under this Contract early, you will not have to pay a penalty.

**Additional Information.** See the remainder of this Contract for additional information about nonpayment, default, any required repayment in full before the scheduled due date, prepayment refunds, and security interests.

**Optional GAP Waiver Agreement (GAP contract).** A GAP contract is a debt cancellation agreement. It is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. The charge for a GAP contract is in item D.1. Your GAP contract is a part of this Contract. See your GAP contract for details on the protection it provides.

Term N/A (in months)

I want the optional GAP contract.

Buyer Signs: \_\_\_\_\_

You agree to buy and we agree to sell you the following Vehicle:

Year/Make/Model 2002 INFINITI QX4  
VIN JNRDR09Y32W251322  
New \_\_\_\_\_ Used X

The primary purpose and use for which you are purchasing the Vehicle is:  
Personal, Family, or Household X  
Business or Commercial \_\_\_\_\_ Agricultural \_\_\_\_\_

As part of this transaction, you sold the following vehicle(s) to Seller as a "Trade-In":  
Year/Make/Model N/A  
VIN N/A  
Year/Make/Model N/A  
VIN N/A

**YOUR PROMISE TO PAY**

You agree to pay us the Amount Financed and Finance Charge provided for in this Contract according to the Payment Schedule above. This is a simple finance charge contract. This means we will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. The Finance Charge, Total of Payments, and Total Sale Price shown above are based 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. Also, if you pay late it is likely that your final payment will be larger than originally scheduled. You must make your payments to the Seller at the address shown above. If this Contract is transferred, you agree to make your payments to the subsequent holder of this Contract (Assignee) at the address provided by the Assignee or Seller.

ITEMIZATION OF AMOUNT FINANCED	
<b>A. CASH PRICE</b>	
1. Cash Price of Vehicle	\$ 12,899.00
2. Cash Price of CarMax Accessories	\$ .00
3. Dealer Processing Charge (not required by law)	\$ 99.00
4. Sales / Excise Tax	\$ 779.88
5. Other: ERT Fee	\$ 20.00
6. Other: N/A	\$ .00
7. Total Cash Price [1 through 6]	\$ 13,797.88
<b>B. DOWNPAYMENT</b>	
1. Cash Downpayment	\$ .00
2. Manufacturer's Rebate	\$ .00
3. Credit From "Trade-In" Sold to CarMax	
a. Value of "Trade-In"	\$ .00
b. Pay-Off of "Trade-In"	\$ .00
c. Net Value of "Trade-In" [a minus b, if a is greater than b]	\$ .00
4. Other: N/A	\$ .00
5. Total Downpayment [1 through 4]	\$ 0.00
<b>C. UNPAID BALANCE OF CASH PRICE [A minus B]</b>	\$ 13,797.88
<b>D. OTHER CHARGES INCLUDING AMOUNTS PAID TO OTHERS ON YOUR BEHALF</b>	
1. Optional GAP Waiver Agreement	\$ .00
2. To Public Officials	
a. License, Title and Registration Fees	\$ 228.00
b. Filing Fees	\$ 20.00
c. N/A	\$ .00
d. Temporary Tag Fee	\$ .00
e. N/A	\$ .00
f. N/A	\$ .00
3. To <u>Consumer Program Administrators, Inc.</u> for Extended Service Agreement	\$ 1,699.00
4. To <u>N/A</u> for Pay-Off of the "Trade-In" where Pay-Off exceeds value of "Trade-In" [B(3)(b) minus B(3)(a)]	\$ .00
5. Total of Other Charges and Amounts Paid to Others on Your Behalf [1 through 4]	\$ 1,947.00
<b>E. AMOUNT FINANCED [C plus D]</b>	\$ 15,744.88

\*Seller may retain a portion of this amount.

Freight Charge: \$ \_\_\_\_\_ (included in item A.1)

This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 1. By initialing below you represent that you have read and agree to all provisions on all pages.

Buyer's Initials INN Co-Buyer's Initials \_\_\_\_\_

Business ID RIC9020  
Order # 2414496  
Revision Date 11/08



MIS ID 50000016  
Legal - GF

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER [optional]**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Isaiah Nehemiah Nichols -El  
 c/o 632 aurdey Ln #103  
 Oxon Hill , Maryland [20745]

RECORDED  
 MAY 17 2 11 42

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **181433016**

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

**CHANGE** name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party.  **DELETE** name: Give record name to be deleted in item 6a or 6b.  **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

**AMERICAN CREDIT ACCEPTANCE LLC**

7b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS

**961 EAST MAIN ST**

CITY: **SPARATABURG** STATE: **SC** POSTAL CODE: **29302** COUNTRY: **uSA**

7d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION <b>ENSLEGIS</b>	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

**\*\*SEE ATTACHMENT\*\***

- 1. ASSIGNMENT OF CREDIT
- 2. SEE RETAIL CONTRACT
- 3. SECURITY AGREEMENT

**CUST ID: 0002925857**  
**WORK ORDER: 0004142437**  
**DATE: 05-20-2013 02:12 PM**  
**AMT. PAID: \$25.00**

9. **NAME OF SECURED PARTY OF RECORD AUTHOR** / a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Term...

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME <b>Nichols -El</b>	FIRST NAME <b>Isaiah</b>	MIDDLE NAME <b>Nehemiah</b>	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

## **RETAIL INSTALLMENT CONTRACT**

### **Other Important Agreements**

**Your Representations.** You promise that you have given true and correct information in your credit application. You understand that in entering this Contract we have relied on the representations you have made to us. Upon request, you agree to provide us with documents and other information necessary to verify any item contained in your credit application.

**Applicable Law.** Federal law and the law of the State of Maryland apply to this Contract. Under Maryland law, this Contract is specifically governed by Subtitle 10 of Title 12 of the Commercial Law Article. If any provision is not valid, all others stay valid to the extent allowed by applicable law.

**Late Charge.** If payment is not received in full within 15 days after it is due, you will pay a late charge that is the greater of \$5 or 10% of the unpaid amount of the installment.

**Returned Check Charge.** You will pay a charge of \$15 for any payment made by check that your financial institution dishonors on the second presentation.

**Care, Use, and Location of the Vehicle.** You agree to pay us all you owe under this Contract even if the Vehicle is damaged, destroyed, or missing. You agree to keep the Vehicle in good condition and repair. If there is any loss or damage to the Vehicle, you will give us prompt written notice of the loss or damage. You agree not to use the Vehicle for hire or to sell, rent, lease, or transfer any interest in the Vehicle or this Contract. You agree that you will not permit the Vehicle to be used in any illegal manner or expose the Vehicle to misuse, seizure, confiscation, or involuntary transfer. The Vehicle will be kept at the address you provided to us in this Contract as shown on Page 1. You agree to notify us in writing of any change in your address or the location at which the Vehicle is regularly located. You are not allowed to remove the Vehicle from the United States. You may, however, take the Vehicle to Canada as long as it is for a period of 30 days or less.

**Insurance Requirements.** You agree to have physical damage insurance covering loss or damage to the Vehicle as long as amounts are owed under this Contract. The insurance must have comprehensive, collision, fire, and theft coverage in amounts acceptable to us and with the minimum available deductible. All required insurance must be with a properly licensed insurer reasonably acceptable to us and must name us as an additional insured and loss-payee. You agree to give us evidence of all required insurance promptly upon request. You agree that any insurance proceeds payable due to damage or loss of the Vehicle will be paid directly and solely to us. At our choice, we may use the insurance proceeds to repair the Vehicle or to pay amounts owed under this Contract. You agree that we may settle any insurance claim or sign any insurance checks on your behalf as necessary and if allowed by law.

**Failure to Maintain Insurance.** If you fail to maintain the required physical damage insurance, we may buy it for you. At our choice, the insurance we buy may only cover our interest in the Vehicle and be limited to what you owe under this Contract at the time. This means the insurance we obtain may not cover your interest in the Vehicle or any loss that you incur. We will charge you for any insurance we purchase. The insurance we buy may cost more than the insurance you could buy on your own. The charge for the insurance will be the amount advanced for it and a finance charge at the Annual Percentage Rate shown on Page 1 of this Contract or, if less, the highest rate allowed by law.

**Security Interest.** You give us a security interest in the Vehicle, any proceeds received for the Vehicle, and any accessories, equipment, and replacement parts installed on the Vehicle. You also give us a security interest in any insurance, service, or other contracts we finance for you and all proceeds from any insurance, service, or other contracts on the Vehicle, including refunds of premiums or charges from the contracts we finance for you. The security interest you are giving us secures all amounts owed by you under this Contract and all the other agreements you have made in this Contract.

**Optional Service or GAP Contracts.** This Contract may contain charges for an optional service or GAP contract. If you are in default under this Contract, you agree that we may claim benefits under any optional contract or cancel it to obtain a refund for unearned charges and reduce amounts you owe. If you cancel an optional contract, you authorize us to receive any refund for unearned charges and apply it to what you owe under this Contract.

**"Trade-In" and Downpayment.** You promise that you own and have valid title to any vehicle you sold to us as a "Trade-In." You represent that any "Trade-In" vehicle is free from any lien or security interest except as you have disclosed to us in writing. You promise that you have made the downpayment shown in the Itemization of Amount Financed on Page 1 of this Contract and that you have not borrowed it.

**Title, Taxes, and Other Charges.** You agree to make sure that the title to the Vehicle shows our security interest. You also agree that we will be the only party with a security interest in the Vehicle and that our security interest will be the only security interest that appears on the title. You agree that you are, or will be, the registered owner of the Vehicle and that you will comply with all registration, licensing, tax, and title laws that apply to the Vehicle. You agree to pay when due all taxes, fees, repair bills, storage bills, fines, assessments, and other charges relating to the Vehicle. At our choice, we may pay any of these items to protect our interest in the Vehicle. If we do so and if allowed by law, you agree to repay us at our request.

**Default and Required Repayment in Full.** You will be in default if you fail to make any payment required by this Contract. You will also be in default if you break any other promise you have made in this Contract or if a bankruptcy or insolvency proceeding is initiated by you or against you. If you default we may require that you pay all you owe on this Contract at once. All amounts owed following your default will continue to accrue finance charge or interest at the Annual Percentage Rate shown on Page 1 of this Contract or the highest rate allowed by law until paid in full.

**Other Remedies Upon Default.** Upon your default we may take (repossess) the Vehicle from you as long as we do so peacefully. We do not need to go to court to repossess the Vehicle. All accessories, equipment or replacement parts will remain with the Vehicle following repossession.

**Getting the Vehicle and Property Back After Repossession.** If we repossess the Vehicle, you have the right to get it back until we sell it. This is your right to redeem. We will tell you what you need to do or how much you need to pay to redeem the Vehicle. If any personal property is in the Vehicle, we will store it for you at your expense. If you do not pick up your personal property, we will sell it if the law allows us to do so.

**Sale of the Repossessed Vehicle.** We will send you a written notice of sale before we sell the Vehicle. We will apply money from a sale to our expenses and then to amounts you owe under this Contract. Our expenses may include costs incurred by us in repossessing the Vehicle, holding and storing it, preparing it for sale, and selling it. If there is money left over, we will pay it to you unless we are required to pay it to someone else. If there is not enough money to pay all you owe, you will have to pay us the remaining balance.

**Collection Costs.** If we refer this Contract for collection or enforcement to an attorney who is not our salaried employee, you agree to pay our reasonable attorney fees, plus court costs. You also agree to pay any other collection costs we incur as the law allows.

**Application of Payments and Partial Prepayments.** We may apply each payment to earned and unpaid finance charge and to other amounts you owe under this Contract in any order we choose. If you make a partial prepayment you must still continue to make your regular monthly payments as scheduled in this Contract.

**Delay in Enforcing Rights.** We will not lose any of our rights under this Contract if we delay or refrain from enforcing them. For example, we may extend the time for making some payments without extending others. Our acceptance of any late or partial payment does not excuse your late or partial payment or mean that you may continue to make late or partial payments.

**Telephone Communications.** You agree that we may monitor and record telephone calls regarding this Contract to assure the quality of our service. You consent to our use of prerecorded/artificial voice messages or automatic telephone dialing devices to contact you to service or collect this Contract as the law may allow. Your consent includes using these contact methods to call or send text messages to any telephone number you provide to us, including telephone numbers for which you may incur a charge such as a number assigned to a cellular telephone service.

**This Contract has 4 pages, plus any optional GAP Waiver Agreement. This is Page 2. By initialing below you represent that you have read and agree to all provisions on all pages.**

Buyer's Initials     INN    

Co-Buyer's Initials \_\_\_\_\_

### UCC 3 ASSIGNMENT OF CREDIT

In consideration that the Creditor;SPC Isaiah Nehemiah Nichols- El

is estopped from paying debts at law due to lack of constitutional money of exchange in circulation. On behalf of surety;ISIAH NEHEMIAH NICHOLS copyright (Ens legis/corporate entity) and therein under necessity, Creditor;SPC Isaiah Nehemiah Nichols -El, herein tender this Assignment of asset funds/credit via my exemption from the UCC Contract Trust Account #xxx-xx-7214/...Other in the dollar amount \$18,000 (Eighty thousand Dollars and no/100) (USD) Money of Account/Credit) as presented and tendered to AMERICAN CREDIT ACCEPTANCE LLC, 961 EAST MAIN ST SPARATABURG, SC (29302)On Contract number xxxxxxx6002350. By assignor SPC name to the assignee;(TITLE) AMERICAN CREDIT ACCEPTANCE LLC. I, Isaiah Nehemiah Nichols -El the assignor, under necessity assign, transfer and set over to the assignee the said credit as enumerated above as sent to the assignee via USPS Registered Mail # 7009 2820 0001 8952 8654.

On behalf of SPC Isaiah Nehemiah Nichols El and DEBTOR ISIAH NEHEMIAH NICHOLS, Said find, fee ,tax or debt or otherwise is herein excepted for value and the Assignment is tendered for discharge and /or setoff of the account. This assignment as filed within the Commercial Chamber as excepted and verified by assigned filing number by the Secretary of State, State of MARYLAND

State and this filing is to be recognized by any other State via Article 4, Section 1 of the U.S. Constitution as it operates upon the so called Union of the States I, SPC Isaiah Nehemiah Nichols El

As the Creditor/Principal- Assigner do herby and herein declare, consent and assign the foregoing asset funds/credit to the assignee under necessity.

ISIAH NEHEMIAH NICHOLS

BUYER'S ORDER

CARMAX

Purchaser/Buyer #1

BMS Tracking #: 10218082

Reprint #: 1

Purchaser/Buyer #2

2600 BRINKLEY RD, Apt. 714

Home Address

FORT WASHINGTON, MD 20744

City State Zip

Home Phone Work Phone

VEHICLE PURCHASE:

New Used Demonstrator

Table with vehicle details: Make (INFINITI), Body Type (4D SPORT UTILITY), Model (QX4), Vehicle ID Number (JNRDR09Y32W251322), Year (2002), Mileage (89,063), Stock Number (8129016), Color (GOLD).

Unless otherwise indicated, the odometer mileage listed on the Odometer Disclosure Statement on the reverse side of the title (or in a separate Odometer Disclosure Statement) to the vehicle transferred to Purchaser hereunder is based on the best knowledge and belief of CarMax, and Purchaser agrees that CarMax shall have no liability to Purchaser under this agreement or otherwise if the odometer is determined to be inaccurate for reasons beyond the control of, and without the actual knowledge of CarMax.

NO LIABILITY INSURANCE INCLUDED

Purchaser's Insurance Company: GEICO
GEICO DIRECT (800) 841-3000
Agent's Name Phone Number
Address City State Zip

TRADE-IN INFORMATION (Vehicle sold to CarMax)

Table with trade-in information: Make, Body Type, Model, Vehicle ID Number, Year, Mileage.

The CarMax Warranty Brochure, by this reference, is made a part of this contract. Please read it in its entirety because it contains the details of the Limited Warranty.

LIMITATION OF WARRANTIES: CARMAX MAKES NO EXPRESS WARRANTIES UNLESS SEPARATELY SET FORTH IN WRITING. ANY AND ALL IMPLIED WARRANTIES APPLICABLE TO THE PRODUCTS SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE WRITTEN LIMITED WARRANTY GIVEN BY CARMAX, IF ANY.

To the extent allowed by applicable law, CarMax shall not be liable for any damages relating to loss of use of the products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages. Any and all warranties are extended only to the original purchaser.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSION OR LIMITATIONS ON RELIEF SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

PLEASE READ PAGES 2 AND 3 OF THIS FORM, THEY CONTAIN TERMS THAT ARE PART OF THIS BUYERS ORDER AND AFFECT YOUR PURCHASE.

By executing this Order, Purchaser (and Co-Purchaser, if applicable) acknowledges he/she has read the entire agreement, including the arbitration provision, and agrees to be bound by all of its terms and has received a fully completed copy. Purchaser (and Co-Purchaser, if applicable) certifies to being 18 years of age or older.

Purchaser #1 Signature: Isiah Nichols, ucc1-308
Purchaser #2 Signature

This order is not valid unless signed and accepted by an authorized representative of the Dealership.

SHARON SCOTT Salesperson, Date: 6/11/12

Authorized Representative of Dealership signature

Printed 05/11/2012 02:10 pm 1 of 1

PFF472 Order # 2414496 Revision Date 1/09 MD

www.carmax.com

MIS ID 1000006

Legal DB

Main pricing table with 13 rows: 1) Base Price of Vehicle (\$12,899.00), 2) Accessories (\$0.00), 3) Extended Service Agreement (\$1,699.00), 4) Optional GAP Waiver Agreement (\$0), 5) Total Vehicle Balance (\$14,598.00), 6) Total Trade-In Value (\$0.00), 7) Total Balance Due (\$14,598.00), 8) Other Charges (ERT Fee \$20.00, Lien Fee \$20.00, Title and Registration Fees \$228.00, Excise Tax \$779.88, CARMAX PROCESSING CHARGE \$99.00), 9) Discharge of Lien (\$0.00), 10) Total Selling Price (\$15,744.88), 11) Downpayment, 12) Incentives and Rebates (\$0.00), 13) BALANCE DUE AT SETTLEMENT (\$15,744.88).

I have decided not to purchase extended service coverage for my vehicle at this time. Purchaser Initial

If this box is marked, this vehicle has been previously used for a purpose other than a consumer good. The vehicle has been used as follows: LOANER

Dealer processing charge (not required by law): \$99. Freight Charge: \$0 (included in price).

# BUYER'S ORDER ADDITIONAL TERMS AND CONDITIONS

**DOWNPAYMENTS MADE TOWARD BALANCE DUE AT SETTLEMENT.** If payment to reduce the Balance Due at Settlement is returned, whether in the form of an unpaid check or voided CarMax voucher, you agree that within 24 hours following written or oral notice from CarMax you will pay to CarMax, in cash or certified funds only, the amount of the returned check or voided CarMax voucher, along with a \$25 processing fee in the case of a returned check. Alternatively, CarMax may, at its sole discretion, permit you to return the vehicle to CarMax within 24 hours following written or oral notice from CarMax. If CarMax permits you to return the vehicle and you fail to return it within 24 hours after receiving written or oral notice, you agree that CarMax may, solely at its option (1) hold you immediately liable for the Balance Due at Settlement, as shown on the front of this Buyer's Order; or (2) cancel this Buyer's Order and immediately retake possession of the vehicle and collect from you all reasonable expenses incurred by CarMax in connection with retaking the vehicle. Upon return or retaking of the vehicle, you also agree to pay for any damages to the vehicle that occur while the vehicle is in your possession or under your control and a Use Fee of \$.20 per mile based upon the number of miles the vehicle was driven.

**FEDERAL BUYERS GUIDE DISCLOSURE.** If you are buying a used vehicle with this contract, as indicated in the description of the vehicle, federal regulation may require a special Buyers Guide to be displayed on the window. **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 usted esta comprando un vehiculo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador. **GUIA PARA COMPRADORES DE VEHICULOS USADOS. LA INFORMACION GUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHICULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICION EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.**

**RETURN POLICY FOR USED VEHICLES.** You may return your vehicle to CarMax for a refund and rescind this Buyer's Order within 5 days of the date of purchase, if the condition of the vehicle does not change. **THIS RETURN POLICY ONLY APPLIES TO USED VEHICLES.** CarMax will refund any money paid to CarMax and reflected on the Buyer's Order, but will not refund any costs or charges not reflected on the Buyer's Order, including, but not limited to, finance company interest charges for financing not arranged through CarMax.

**NOTICE TO BUYER(S) OF NEW VEHICLES: IF YOU ARE PURCHASING A NEW VEHICLE WHICH IS SUBJECT TO A MANUFACTURER'S EXPRESS WARRANTY AND THE VEHICLE DOES NOT CONFORM TO THAT WARRANTY DURING THE WARRANTY PERIOD, YOU MUST GIVE WRITTEN NOTICE OF THE NONCONFORMITY, DEFECT OR CONDITION TO THE MANUFACTURER OR FACTORY BRANCH DURING THE WARRANTY PERIOD BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, IN ORDER TO PRESERVE YOUR RIGHTS UNDER THE MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT ACT.**

By signing this Buyers Order you consent to CarMax's placement of a CarMax insignia, logo, and/or plate on the vehicle you are purchasing. If you do not consent, please inform a CarMax representative and any insignias, logos, and/or plates will be removed and the vehicle will be restored to its original appearance at no cost to you.

**MERGER CLAUSE.** All prior written or oral statements, negotiations, communications or representations about the products sold hereunder have been merged into or are superseded by this Buyer's Order, and, if not incorporated into this writing, are not binding. To the extent permitted by applicable law, this Buyer's Order is the total agreement about any and all warranties related to the products sold hereunder.

**ARBITRATION PROVISION:** This Arbitration Provision describes when and how a Claim (defined below) may be arbitrated. Arbitration is a way of resolving disputes before one or more neutral persons, instead of having a trial in court before a judge and/or jury. By signing this Buyer's Order ("Contract"), you and we agree to be bound by the terms of this Arbitration Provision.

**IF YOU OR WE CHOOSE ARBITRATION,**

- ANY CLAIM WILL BE DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- DISCOVERY AND RIGHTS TO APPEAL ARE LIMITED BY THE ARBITRATION RULES OF THE ARBITRATION ADMINISTRATOR.
- YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF A CLASS IN A CLASS ACTION ("CLASS ACTION WAIVER").
- OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

**(a) What Claims are Covered:** A "claim" is any claim, dispute or controversy between you and us that in any way arises from or relates to this sale and/or this Contract or the vehicle and related goods and services that are the subject of the purchase and this Contract, and includes:

- Initial claims, counterclaims, cross-claims and third-party claims.
- Disputes based on contract, tort, consumer rights, fraud and other intentional torts (at law or in equity, including any claim for injunctive or declaratory relief).
- Disputes based on constitutional grounds or on laws, regulations, ordinances or similar provisions.
- Disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Contract.

UCC 3 ASSIGNMENT OF CREDIT

In consideration that the Creditor;SPC Isaiah Nehemiah Nichols- EI

is estopped from paying debts at law due to lack of constitutional money of exchange in circulation. On behalf of surety;ISIAH NEHEMIAH NICHOLS copyright (Ens legis/corporate entity) and therein under necessity, Creditor;SPC Isaiah Nehemiah Nichols -EI, herein tender this Assignment of asset funds/credit via my exemption from the UCC Contract Trust Account #xxx-xx-~~7124~~/...Other in the dollar amount \$18,000 (Eighty thousand Dollars and no/100) (USD) Money of Account/Credit) as presented and tendered to AMERICAN CREDIT ACCEPTANCE LLC, 961 EAST MAIN ST SPARATABURG, SC (29302)On Contract number xxxxxxx6002350 By assignor SPC name to the assignee;(TITLE) AMERICAN CREDIT ACCEPTANCE LLC. I, Isaiah Nehemiah Nichols -EI the assignor, under necessity assign, transfer and set over to the assignee the said credit as enumerated above as sent to the assignee via USPS Registered Mail # 7009 2820 0001 8952 8654.

On behalf of SPC Isaiah Nehemiah Nichols EI and DEBTOR ISIAH NEHEMIAH NICHOLS, Said find, fee ,tax or debt or otherwise is herein excepted for value and the Assignment is tendered for discharge and /or setoff of the account. This assignment as filed within the Commercial Chamber as excepted and verified by assigned filing number by the Secretary of State, State of MARYLAND

State and this filing is to be recognized by any other State via Article 4, Section 1 of the U.S. Constitution as it operates upon the so called Union of the States I, SPC Isaiah Nehemiah Nichols EI

As the Creditor/Principal- Assigner do herby and herein declare, consent and assign the foregoing asset funds/credit to the assignee under necessity.