

\*F0061229

FORD MOTOR CREDIT COMPANY LLC	Cause No.	IN THE COUNTY COURT
	§	
Plaintiff	§	AT LAW NUMBER
	§	
CWD HOTSHOTS LLC	§	HARRIS COUNTY, TEXAS
Defendant(s)	§	

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, FORD MOTOR CREDIT COMPANY LLC, by and through its attorneys, Hosto & Cardis, P.L.L.C., complaining of Defendant, CWD HOTSHOTS LLC, and for this cause of action would show the Court the following:

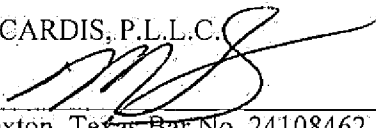
1. *Monetary Relief and Discovery Level.* Plaintiff seeks \$250,000 or less excluding interest, statutory or punitive damages and penalties and attorney's fees and costs. The damages sought are within the jurisdictional limits of the court. Accordingly, discovery in this case is intended to be conducted under Level 1 of the Texas Rules of Civil Procedure.
2. *Parties.* Plaintiff is FORD MOTOR CREDIT COMPANY LLC. Defendant, CWD HOTSHOTS LLC, can be served with a citation via registered agent LEGALINC CORPORATE SERVICES INC. at 10601 CLARENCE DR, SUITE 250, FRISCO TX 75033.
3. *Written Documents.* Attached to this petition are written documents, which are true and accurate records, and which Plaintiff or the custodian of records for Plaintiff, keep. Among other things, the written documents include documents executed by Defendant; indicate Plaintiff is the assignee of an agreement with Defendant; and Plaintiff is entitled to receive all money due under the written documents' terms. To secure the debt created by the written documents, Defendant executed a security agreement granting Plaintiff or its assignors a security interest in the vehicle referenced in the agreement.
4. *Default.* The Defendant defaulted in paying the obligation it owed to Plaintiff or its predecessor in interest. Plaintiff, or its predecessor in interest, accelerated the debt according to the terms of the written documents. Plaintiff foreclosed its security interest in the collateral, which was sold in accordance with Texas law. There is currently due the sum of \$25,255.90. The relief sought in this Petition is owed, just, true, and due, Defendant is obligated to pay it, and all payments, offsets or credits due to the Defendant have been accounted for.
5. *Conditions Precedent.* All conditions precedent have been performed or have occurred.
6. *Attorney Fees, Costs, Interest.* The default of the Defendant has made it necessary for the Plaintiff to employ the undersigned attorney to file suit. This claim was timely presented

to the Defendant and remains unpaid. Pursuant to Section 38.001 of Tex. Civ. Prac. & Rem. Code, Plaintiff is entitled to recover its reasonable and necessary attorney fees and costs associated with prosecuting this action. Pursuant to Section 304.002 of the Finance Code, Plaintiff is entitled to recover post-judgment interest at the contract rate or at 18% whichever is less.

7. *Prayer.* Plaintiff prays for the following:
- a. Defendant be cited to appear and answer;
  - b. Plaintiff be granted judgment in the amount of \$25,255.90 as the principal amount due on the account;
  - c. Plaintiff be granted post-judgment interest at the contract rate or at 18% whichever is less;
  - d. Plaintiff be granted Judgment for reasonable attorneys' fees, with additional contingent amounts in the event of appellate proceedings;
  - e. Plaintiff be granted Judgment for all costs of court;
  - f. Plaintiff demands it be granted a judgment for all other relief to which it deems itself entitled.

Respectfully submitted,

HOSTO & CARDIS, P.L.L.C.

  
Mark A. Sexton, Texas Bar No. 24108462  
P.O. Box 3397 Little Rock, Arkansas 72203  
Telephone: (866)530-7442 Fax: (501)375-3670  
Email: msexton@hosto.com

**AFFIDAVIT**

I, the undersigned Affiant, do hereby state:

1. My name is Pamela Rucker I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I am an Account Services Representative of Ford Motor Credit Company LLC, the Plaintiff.

3. Attached to this affidavit is a true and accurate copy of the written document, which is a record from Ford Motor Credit Company LLC and is signed by CWD HOTSHOTS LLC ("Defendant") or their authorized agent, and whose terms Defendant breached.

4. This record is kept by Ford Motor Credit Company LLC in the regular course of business, and it was the regular course of business of Ford Motor Credit Company LLC for an employee or representative of Ford Motor Credit Company LLC, with knowledge of the act, event, condition, opinion, or diagnosis that was recorded. The records attached to this affidavit are the originals or exact duplicates of the originals.

5. The relief sought in the Petition, which this affidavit accompanies, is owed, and all payments, offsets or credits due to the Defendant have been accounted for. The relief sought, which Defendant owes is \$25,255.90.

6. As is indicated in the written document(s), which are attached to this affidavit and sworn statement as exhibits, an assignor assigned its rights to Plaintiff.

FURTHER AFFIANT SAITH NAUGHT

Pamela Rucker  
Affiant Name (Print)

Pamela Rucker  
Affiant Signature

STATE OF COLORADO §  
COUNTY OF EL PASO §

Subscribed and Sworn to before me, a Notary Public, on this 19 day  
of November 2024.

Notary Public  
My commission expires: \_\_\_\_\_

Client Ref No. xxxxxxxxxxxxxxxxx1251

**GEORGE GALVEZ**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 20244010661**  
**MY COMMISSION EXPIRES MARCH 13, 2028**

## TEXAS MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

Date 04/22/2023

BUYER CWD HOTSHOTS LLC	SELLER/CREDITOR Southway Mac Haik Ford, LTD
ADDRESS _____	ADDRESS 7979 INTERSTATE HIGHWAY 35 SOUTH
CITY _____ STATE TX ZIP _____	CITY SAN ANTONIO
PHONE _____	STATE TX ZIP 78224
CO-BUYER N/A	PHONE N/A
ADDRESS N/A	
CITY N/A STATE N/A ZIP N/A	
PHONE N/A	

The Buyer is referred to as "you" or "your". The Seller/Creditor is referred to as "we", "us" or "Creditor". This contract may be transferred by the Seller.

## PROMISE TO PAY

The credit price is shown below as the "Total Sale Price". The "Cash Price" is also shown below. By signing this contract, you choose to purchase the motor vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge and any other charges in this contract. You agree to make payments according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all of the promises in this agreement even if the others do not. You have thoroughly inspected, accepted and approved the motor vehicle in all respects.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

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 downpayment
5.90 %	\$ 11,148.36	\$ 57,842.77	\$ 68,991.12	of \$ 0.00 \$ 68,991.12

1-800-727-7000

Ford Credit

Ford Motor Credit Company LLC

## Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
72	\$ 958.21	Monthly, unless otherwise checked <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually
		Starting: 06/06/2023

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.

**Late Payment:** You must pay a late charge on the portion of each payment received more than fifteen days late. The charge is 5% of the late amount.

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

**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

## BALLOON CONTRACT PROVISIONS

☐ Your last scheduled payment under this contract is a balloon payment.

## EXCESS WEAR, USE AND MILEAGE CHARGES

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor \$0. N/A per mile for each mile in excess of N/A miles shown on the odometer.

## EXTRA MILEAGE OPTION CREDIT

If this contract contains a balloon payment (as indicated above), and you have exercised your option to transfer ownership of the vehicle to the Creditor under Paragraph B, this paragraph applies to your contract. At the scheduled end of this contract, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this contract. You will not receive any credit if the vehicle is destroyed, this contract ends early, or you are in default. You will not receive any credit if the credit is less than \$1.00.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

e-17642-SI (JUL 19)  
e-17642-B-SI

## MOTOR VEHICLE IDENTIFICATION

New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	5	2023 Ford	F-150		Personal use unless otherwise checked below <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Agricultural

Trade-In: Year 2022 Make Ford Model Super Duty F-250 SRW  
 VIN 1FT7X2A62NED12551 License No. NA

## ITEMIZATION OF AMOUNT FINANCED

## 1. Cash Sale Price (including any accessories, services, and taxes)

TEX ASST PRO \$ 997.00 N/A \$ N/A  
 N/A \$ N/A and N/A \$ N/A \$ 50,372.00 (1)

## 2. Total Downpayment = (if negative, enter "0" and see Line 4.A. below)

Gross trade-in..... \$ 39,000.00  
 - payoff by seller..... \$ 45,957.00  
 - cash paid to buyer for trade in..... \$ N/A  
 = net trade-in..... \$ -6,957.00  
 + cash..... \$ 2,814.48  
 + Third Party Rebate Assigned to Creditor..... \$ 2,000.00  
 + Other (describe) Trade-In Credit Agreement Benefit..... \$ N/A  
 + Other (describe) N/A..... \$ N/A  
 + Other (describe) N/A..... \$ N/A  
 Total downpayment..... \$ 0.00 (2)

3. Unpaid balance of cash price (1 minus 2)..... \$ 50,372.00 (3)

## 4. Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts.):

A. Net trade-in payoff to ALLY..... \$ 2142.52  
 B. Cost of optional credit insurance paid to insurance company or companies  
 Life..... \$ N/A  
 Disability..... \$ N/A  
 C. Other insurance paid to the insurance company..... \$ N/A  
 D. Official fees paid to government agencies..... \$ N/A  
 E. Debt Cancellation Agreement Fee Paid to Seller..... \$ N/A  
 F. Dealer's inventory tax (if not included in cash price)..... \$ 110.00  
 G. Sales tax (if not included in cash price)..... \$ N/A  
 H. Other taxes (if not included in cash price)..... \$ 585.75  
 I. Government license and/or registration fees..... \$ 162.75  
 J. Government certificate of title fee..... \$ 33.00  
 K. Government vehicle inspection fees..... \$ 16.75  
 L. Deputy service fee paid to dealer..... \$ N/A

M. Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law.  
 Spanish Translation: Un cargo documental no es un cargo oficial. La ley no exige que se imponga un cargo documental. Pero este podría cobrarse a los compradores por el manejo de la documentación en relación con la venta. Un cargo documental no puede exceder una cantidad razonable acordada por las partes. Esta notificación se exige por ley.

To Southway Mac Haik Ford, LTD for Documentary Fee..... \$ 150.00

## N. Other charges (Seller must identify who is paid and describe purpose)

to Seller for Trade-In Credit Agreement..... \$ N/A  
 to American Financial Warranty Co for Vehicle Marking..... \$ 380.00  
 to American Financial Warranty Co for Tire & Wheel Prot..... \$ 625.00  
 to FCA Service Contracts LLC (Chr for Service Contract..... \$ 3,265.00  
 to N/A for N/A..... \$ N/A  
 to N/A for N/A..... \$ N/A  
 to N/A for N/A..... \$ N/A  
 to N/A for N/A..... \$ N/A  
 to N/A for N/A..... \$ N/A  
 to N/A for N/A..... \$ N/A  
 to N/A for N/A..... \$ N/A

Total other charges and amounts paid to others on your behalf..... \$ 7,470.77 (4)

5. Amount Financed (3 + 4)..... \$ 57,842.77 (5)

**LIABILITY INSURANCE**

**THIS CONTRACT DOES NOT INCLUDE INSURANCE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

**PROPERTY INSURANCE:** You must keep the collateral insured against damage or loss in the amount you owe. You must keep this insurance until you have paid all that you owe under this contract. You may obtain property insurance from anyone you want or provide proof of insurance you already have. The insurer must be authorized to do business in Texas.

You agree to give us proof of property insurance. You must name us as the person to be paid under the policy in the event of damage or loss.

If any insurance is included below, policies or certificates from the insurance company will describe the terms, conditions and deductibles.

**Optional credit life and credit disability insurance.**

Credit life insurance and credit disability insurance are not required to obtain credit. They will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or not buy these insurance coverages will not be a factor in the credit approval process.

<input type="checkbox"/> Credit Life, one buyer	\$ <u>N/A</u>	Term <u>N/A</u>
<input type="checkbox"/> Credit Life, both buyers	\$ <u>N/A</u>	Term <u>N/A</u>
<input type="checkbox"/> Credit Disability, one buyer	\$ <u>N/A</u>	Term <u>N/A</u>
<input checked="" type="checkbox"/> Credit Disability, both buyers	\$ <u>N/A</u>	Term <u>N/A</u>

N/A

(Insurance Company)

Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments.

If the term of the insurance is 121 months or longer, the premium is not fixed or approved by the Texas Insurance Commissioner.

**Balloon payment contracts:** Credit Life Insurance is for the scheduled term of this contract. Credit Disability Insurance covers the first N/A payments and does not cover the last scheduled payment.

You want the insurance indicated above.

Buyer's Signature: A N/A

Co-Buyer's Signature: A N/A

**Optional debt cancellation agreement.** The granting of credit will not be dependent on the purchase of the debt cancellation agreement described below. It will not be provided unless you sign and agree to pay the extra cost. The credit approval process will not be affected by whether or not you buy the debt cancellation agreement.

Debt Cancellation Agreement*	<u>N/A</u>	\$ <u>N/A</u>
	Term in Months	Premium or Fee
	<u>N/A</u>	
	(Company)	

\*WE WILL CANCEL CERTAIN AMOUNTS YOU OWE UNDER THIS CONTRACT IN THE CASE OF A TOTAL LOSS OR THEFT OF THE VEHICLE AS STATED IN THE DEBT CANCELLATION AGREEMENT.

You can cancel the debt cancellation agreement without charge for a period of 30 days from the date of this contract, or for the period stated in the debt cancellation agreement, whichever period ends later.

A debt cancellation agreement is not insurance and is regulated by the Office of Consumer Credit Commissioner.

You want the optional debt cancellation agreement for which the fee is included above.

Buyer's Signature: B N/A

Co-Buyer's Signature: B N/A

**Anti-Theft Product (Optional)**

The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

Vehicle Marking	\$ <u>380.00</u>	Term <u>60</u>
<u>N/A</u>	\$ <u>N/A</u>	Term <u>N/A</u>

C

Buyer Signs

e-17642-SI (JUL 19)  
e-17642-B-SI

**ADDITIONAL AGREEMENTS**

**A. Payments:** You must make all payments in U.S. funds when they are due. If you pay off your contract early, you will not have to pay a penalty. This is a simple finance charge contract.

**1. How Finance Charge is Calculated:** Creditor figures the Finance Charge using the true daily earnings method as designed by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365th of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.

**2. How Your Payments will be Applied:** Creditor will apply your payments in the following order:

1. earned but unpaid finance charge; and
2. to anything else you owe under this contract.

**3. How Late or Early Payments Change What You Must Pay:** The Finance Charge, Total of Payments, and Total Sale Price are based on the assumption that you will make all payments as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge and your last payment will be more than your last scheduled payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase.

**B. Balloon Payment Contracts:** If your last scheduled payment under this contract is a balloon payment as indicated on Page 1 of this contract, you have three options to handle the balloon payment.

First, you may pay all that you owe, and keep your motor vehicle.

Second, you may refinance all that you owe unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The terms of the refinancing will be as follows:

(i) If the vehicle is described on the front of the contract as new, you can refinance at an annual percentage rate up to 5 points greater than the Annual Percentage Rate shown in this contract. The rate will not be more than applicable law allows. The new agreement will allow you to refinance the last scheduled payment for at least 24 months with equal monthly payments. Creditor and you can also agree to refinance the last scheduled payment over another time period or on a different payment schedule.

(ii) If the vehicle is described on the front of the contract as used, you can enter into a new written agreement to refinance the last scheduled payment when due without a refinancing fee. If you refinance the last scheduled payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income. If you wish to refinance, you must notify the Creditor in writing no later than 30 days prior to the balloon payment due date.

Third, you may transfer ownership of the vehicle to the Creditor, and an amount equal to your originally scheduled balloon payment will be applied toward the satisfaction of all that you owe. Creditor will add a \$475 Disposal Fee to the amount that you owe and, if applicable, will add any excess mileage charges (as described on Page 1 of this contract) and any estimated costs of vehicle repairs that are the result of excess wear and use (as described in Paragraph C). If the amount of your originally scheduled balloon payment does not satisfy all that you owe, you will pay the difference. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the balloon payment due date. After the inspection, if you decide to transfer ownership of the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the balloon payment due date. At that time, you must provide the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. You must also provide other documents as needed. If you decide not to transfer ownership of the vehicle after inspection, you must immediately inform the Creditor if you want to refinance under the second option above.

**C. Damage Repair:** If your last scheduled payment under this contract is a balloon payment and you transfer ownership of the vehicle to the Creditor under Paragraph B, you are responsible for all repairs to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for vehicle or unsafe; (b) electrical or mechanical defects or malfunctions; (c) glass, paint, body panels, trim and grill work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) interior rips, stains, burns or damaged areas; (e) replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of sheet metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the vehicle must not invalidate any warranty. You will owe the estimated costs of such repairs unless repairs are made at your expense prior to the transfer of ownership of the vehicle to the Creditor. You will maintain the odometer of the vehicle so that it always reflects the vehicle's actual mileage. If the odometer is at any time inoperative, you will provide reasonable evidence of the vehicle's actual mileage. If you are unable to do so, you will pay us our estimate of any reduction of the vehicle's wholesale value caused by the inability to determine the vehicle's actual mileage.

**D. Security Interest:** To secure all that you owe on this contract and all your promises in it, you give Creditor a security interest in:

- the motor vehicle including all accessories and parts now or later attached and any other goods financed in this contract.
- all insurance proceeds and other proceeds received for the motor vehicle;
- any insurance policy, service contract or other contract financed by Creditor and any proceeds of those contracts; and
- any refund of charges included in this contract for insurance, or service contracts.

The security interest also secures any extension or modification of this contract. The certificate of title must show Creditor's security interest in the motor vehicle.

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

**E. WAIVER OF NOTICE OF INTENT TO ACCELERATE AND NOTICE OF ACCELERATION:** You give up (waive) your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this contract at once (accelerate), and notice that we have accelerated.

**F. Use and Care of Motor Vehicle:** You must take care of the vehicle and obey all laws in using it. You will not sell or transfer the motor vehicle without Creditor's written permission. If you do sell or transfer the motor vehicle, this will not release you from your obligations under this contract, and Creditor may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You must keep it free from the claims of others. If a third party takes a lien or claim against or possession of the motor vehicle, Creditor may pay the third party any cost required to free the motor vehicle from all liens or claims. Any amount paid by Creditor to the third party will be added to the amount you owe. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor.

**G. Seller's Disclaimer's of Warranties:** If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as provided by state law.

**H. Agreement to Keep Motor Vehicle Insured:** You must insure yourself and the Creditor against loss or damage to the vehicle. The insurance must cover loss due to collision, fire, and theft. The insurance must be for the actual cash value of the vehicle. A \$100 deductible is required unless the Creditor approves another amount. The type and amount of insurance must be approved by the Creditor. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed. The insurer must be authorized to do business in Texas.

**I. Physical Damage Insurance Proceeds:** You must use physical damage insurance proceeds to repair the motor vehicle, unless Creditor agrees otherwise in writing. However, if the motor vehicle is a total loss, you must use the insurance proceeds to pay what you owe the Creditor. You agree that the Creditor can use any proceeds from insurance to repair the motor vehicle, or the Creditor may reduce what you owe under this contract. If your insurance on the motor vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

**J. Returned Insurance Premiums and Service Contract Charges:** This contract may contain charges for insurance or service contracts or for services included in the cash price. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe or repair the motor vehicle. If the Creditor gets a refund on insurance or service contracts, or other contracts included in the cash price, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

**K. Returned Check Charge:** You agree to pay a returned check charge of \$ 30 for each check, draft, electronic payment, or other payment device that is dishonored for any reason.

**L. Default:** You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

**M. Repossession:** If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge, and all other amounts due under this contract without prior notice or demand. Creditor may repossess (take back) the vehicle, so long as the repossession is handled peacefully. The Creditor may also take goods found in or on the vehicle when repossessed and hold them for you if Creditor sends written notice of the taking to you at your last known address within 15 days of the discovery of the goods by Creditor. If you do not ask for these items back within 31 days from the day Creditor mails or delivers the notice to you, Creditor may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the motor vehicle.

**N. Your Right to Redeem:** If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle, and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

**O. Disposition of the Motor Vehicle:** If the vehicle is taken back and sold, the money from the sale, less the allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses are those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyers' fees, if the lawyer is not an employee of the Creditor and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you unless Creditor must pay it to someone else. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

**P. Collection Costs:** You must pay any legally permitted expenses related to enforcing this contract, including collection expenses, lawyers' fees (if the lawyer is not an employee of the Creditor) and other legal expenses.

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY



**Q. Consumer Reports:** You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

**R. Servicing and Collection:** You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails, and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

**S. Applicable Law:** You agree that this contract will be governed by the laws of the state of Texas.

**T. General:** This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If the Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise of all Creditor's rights in a lawful way.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

**U. Electronic Records and Signatures and Conversion to Paper:** You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.

There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.

The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

#### FTC NOTICES

**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.**

**Used Motor Vehicle Buyers Guide.** If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the 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.**

**Spanish Translation: Guia para compradores de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.**

#### GUARANTY

Guarantor hereby guarantees the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein.

Guarantor \_\_\_\_\_ N/A

Address \_\_\_\_\_ N/A

Guarantor Signs D \_\_\_\_\_ N/A

**READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY**  
**ARBITRATION**

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

**RIGHTS YOU AND WE AGREE TO GIVE UP**

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

**RIGHTS YOU AND WE DO NOT GIVE UP:** If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, ([www.adr.org](http://www.adr.org)), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer  
Signs

X E

Co-Buyer  
Signs

X E N/A

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.**

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.

### CONSUMER WARNING

NOTICE TO THE BUYER - DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE ALL THAT YOU OWE AND UNDER CERTAIN CONDITIONS MAY SAVE A PORTION OF THE FINANCE CHARGE. YOU WILL KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

### BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT

YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

X F

04/22/2023

X F N/A

N/A

Buyer Signs JESSE CASTILLEJA - OWNER

Date

(Co) Buyer Signs

Date

X

Southway Mac Haik Ford, LTD

G

CONTRACTO 04/22/2023

Seller Signs

By

Title

Date

**THIS CONTRACT IS NOT VALID UNTIL YOU AND CREDITOR SIGN IT.**

Seller will assign this contract electronically to Ford Motor Credit Company ("Assignee"). That Assignee will then have all the Seller's rights, privileges, and remedies.

OCCC NOTICE: For questions or complaints about this contract, contact Assignee, at 1-800-727-7000, visit the website at www.ford.com/finance, or write them at P.O. Box 542000, Omaha, NE 68154-8000.

The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). Email: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

Seller

Southway Mac Haik Ford, LTD

By

H

Title

CONTRACTOR

**Ford Motor Credit Company**

P.O. Box 31111

Tampa, FL 33631-3111

1-877-349-5260

Date: 02/06/2024

Customer Name and Address

CWD HOTSHOTS LLC

Account Number

Dear Customer:

Below are the terms of your payment extension or due date change ("Extension"). Please read these terms carefully.

**ACTION REQUIRED!**

We must receive your signature and the co-buyer's signature (if applicable) on this Extension form before the payment extension (payment deferral) or due date change will be processed.

You requested a payment extension (deferral) or due date change on your Account for the scheduled due dates listed below:

The scheduled due dates and amounts extended:

01/06/2024	\$958.21
02/06/2024	\$958.21

**Finance Charges will continue to accrue on the unpaid balance at the Contract rate. By deferring one or more installments, you will pay more Finance Charges than originally disclosed.**

Your next scheduled payment of \$958.21 will be due on 03/06/2024. This amount may not include outstanding extension fees or late charges on your Account.

Your Last Scheduled Payment Due Date will be: 07/06/2029

**By signing below, you agree to the terms of this Extension and to pay an extension fee of \$0.00, which will appear on your next invoice. Although any assessed fee will be included in the "Total Amount Due," fees may be paid at any time prior to the end of your Contract.**

This Extension modifies your Retail Installment Contract (together with any amendments, your "Contract") for the Account Number referenced above. You agree that the scheduled payment(s) listed above will move forward in time the same period of time that the scheduled due dates are extended, so that the extended payments may be paid later than originally contemplated under your Contract. If your last scheduled payment is a balloon payment, as indicated on the front of your Contract, the balloon payment will move forward in time. The Last Scheduled Payment Due Date has been adjusted accordingly, as reflected above. The terms of your Contract, except as modified by this Extension, remain in full force and effect.

This Extension does not defer any finance charges on any payments you have not made. The Extension only modifies your obligation to make certain payments on specific dates. The next payment you make will be applied first to the earned and unpaid finance charges on the unpaid Amount Financed and the remainder, if any, will be applied to other amounts you owe under your Contract, such as the Amount Financed or fees. Because of this Extension, even if you make all remaining payments as scheduled, the unpaid Amount Financed may not be reduced as rapidly as it would have under your original payment schedule. This may result in you owing more finance charges over the term of your Contract, and potentially having a larger final payment due, than originally disclosed, if you signed a Contract with an Annual Percentage Rate greater than 0%.

Monthly invoices will disclose the payoff amount on your Account, so you can track how much you owe. You will be invoiced for the last scheduled payment prior to the Last Scheduled Payment Due Date. The final invoiced amount may be higher than the normal monthly payment amount depending on your payment patterns during the term of the Contract, or due to extensions granted during the life of the Contract. If you cannot pay the final payment in full by the due date, contact us for options for satisfying the remaining balance. If your last scheduled payment is a balloon payment, as indicated on the front of your Contract, your Contract provides you the options for handling the balloon payment.

Please note, if your account is or becomes 30 or more days past due before we receive and process this signed Extension, your account may be reported as delinquent to the Credit Reporting Agencies.

If you are enrolled in automatic payments with us, the Extension must be processed by 9:00 p.m. Eastern Time at least two business days before a scheduled payment to prevent the scheduled payment from processing. If the extension is processed less than two business days before the scheduled payment, that payment will be withdrawn from your bank account. Any extension fee assessed will be paid with your next scheduled automatic payment, as displayed on the Total Amount Due that appears on your invoice. To unenroll from automatic payments, please log in to Account Manager to do so, or contact us for assistance.

You understand that this Extension does not extend coverage of any insurance products, service contracts or other ancillary products that you may have purchased when you signed your Contract. You assume full responsibility for addressing any impact of the Extension to those products. Please carefully review the materials you received when you signed your Contract.

If you agree to the terms of this Extension, please sign below, keep a copy of this document for your records, and then return it to us. Please allow three business days from our receipt of the completed form for processing.

Ford Motor Credit Company

DocuSigned by:

CWD HOTSHOTS LLC

17E398C6BF3A4EF...

Buyer

CWD HOTSHOTS LLC

Co-Buyer

N/A

**Certificate Of Completion**

Envelope Id: 6119D3E908424788AB775A2642E9F13A

Status: Completed

Subject: Please DocuSign Your Extension Agreement

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 8

Initials: 0

Ford Credit

AutoNav: Enabled

1 American Rd

EnvelopeId Stamping: Enabled

Dearborn, MI 48126-2701

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

IP Address: 19.12.77.167

**Record Tracking**

Status: Original

Holder: Ford Credit

Location: DocuSign

2/6/2024 10:59:16 AM

Security Appliance Status: Connected

Pool: Ford Security Pool-Active 2019 Servers

**Signer Events**

CWD HOTSHOTS LLC

**Signature**

DocuSigned by:

  
17E396C6BF3A4EF...**Timestamp**

Sent: 2/6/2024 10:59:17 AM

Viewed: 2/6/2024 10:59:31 AM

Signed: 2/6/2024 11:01:37 AM

Security Level:

None

ID: 1303ba4c-a1b2-49da-b6b8-ec43ee59af0e

2/6/2024 10:59:17 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.190.229.219

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 2/6/2024 10:59:31 AM

ID: 98021011-8b0c-4c9f-ac64-24e1c9a7bc79

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/6/2024 10:59:17 AM

Certified Delivered

Security Checked

2/6/2024 10:59:31 AM

Signing Complete

Security Checked

2/6/2024 11:01:37 AM

Completed

Security Checked

2/6/2024 11:01:37 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

# ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

By checking the 'I agree to use electronic records and signatures' box, you confirm and agree that:

- You can access and read this ELECTRONIC RECORD AND SIGNATURE DISCLOSURE document ("Consent Disclosure").
- You agree to electronically receive from Ford Motor Credit Company LLC, Ford Credit Canada Company, or Lincoln Automotive Financial Services (collectively, "Ford Credit"), and electronically execute as needed, one or more document(s), including required legal notices and disclosures, through your DocuSign, Inc. ("DocuSign") user account for the requested transaction ("Transaction").
- You have a valid email address and that your computer, mobile, tablet or similar device used to access this Consent Disclosure has internet access, a current browser, and computer software that are capable of receiving, accessing, displaying, and either printing or storing this Consent Disclosure and the Transaction. See hardware and software requirements below.
- You agree that your activity in electronic form constitutes your agreement and consent, including but not limited to touching or clicking an appropriately designated icon or applying the electronic signature that you create or adopt to sign the Transaction documents.
- You are able to download, save, and print the Transaction from the DocuSign user account for a period of 120 days after execution. Accordingly, you must download, save, or print a copy for your records of this Consent Disclosure and all documents for the Transaction.
- **For US Transactions subject to the Truth in Lending Act**, before you sign the Transaction, you are entitled to certain disclosures in a form that you may keep. You may always download, save, or print a copy of the document before signing it, by selecting the option when reviewing the document within DocuSign.
- If you are using a mobile device to complete the Transaction, you may need to rotate your phone to horizontal (i.e. landscape mode) for the document to fit to your device, and have any rotation lock or portrait-orientation lock settings are turned off.
- Until or unless you notify Ford Credit as described below, you consent to receive electronic communications for the notices, disclosures, and documents for the requested Transaction.

If you do not wish to execute the Transaction electronically or if you require corrections to the Transaction documents, simply click the 'Decline' option from the drop-down menu in DocuSign when accessing the documents. This will indicate to us that you do not consent to electronic communications regarding the Transaction, and you will no longer be able to use your DocuSign user account to access the Transaction. This may result in a longer time for us to process the requested transaction using paper. If you require corrections to the Transaction documents, please contact the person who sent them to you.

## Paper Copy of the Transaction

You can request a paper copy of the Transaction at no charge. Requests may be made as follows:

- In the US – by email to [fcogcsu@ford.com](mailto:fcogcsu@ford.com) or by mail to Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- In Canada – by email or by mail to Ford Credit Canada Company, Box 1800 RPO Lakeshore West, Oakville, ON L6K 0J8
- Municipal Finance – by email [fcmuni@ford.com](mailto:fcmuni@ford.com) or by mail to Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

In the body of such request you must state you are requesting a paper copy along with your full name, account number, and address. A request to receive a paper copy of the Transaction will be construed as a request to withdraw consent to receive further electronic communications for the Transaction.

### Updating Contact Information

After execution of the Transaction, you agree to update your contact information if your email address changes. You acknowledge and agree that if we send you an electronic communication about the Transaction, but you do not receive it because your contact information is incorrect or out of date, we will be deemed to have provided that communication to you.

To update your information, requests may be made as follows:

- In the US – by email to [fcogcsu@ford.com](mailto:fcogcsu@ford.com) or by mail to Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- In Canada – by email or by mail to Ford Credit Canada Company, Box 1800 RPO Lakeshore West, Oakville, ON L6K 0J8
- Municipal Finance – by email [fcmuni@ford.com](mailto:fcmuni@ford.com) or by mail to Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Please provide your old email address, your new email address, your full name, your account number, and your address in the body of the request.

### Withdrawing Consent



After execution of the Transaction, you may withdraw your consent to receive electronic communications for the Transaction. Please include your full name, your account number, and your address in the body of the request with a statement that you are withdrawing your consent to electronic communications. Requests may be made as follows:

- In the US – by email to [fcogcsu@ford.com](mailto:fcogcsu@ford.com) or by mail to Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- In Canada – by email or by mail to Ford Credit Canada Company, Box 1800 RPO Lakeshore West, Oakville, ON L6K 0J8
- Municipal Finance – by email [fcmuni@ford.com](mailto:fcmuni@ford.com) or by mail to Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Withdrawal of consent for the Transaction does not affect other consents for electronic communications that you have entered with Ford Credit.

#### Required Hardware and Software\*\*

Browsers:	Latest stable release (except where noted) of Microsoft Edge, Firefox®, Safari™ (MAC OS only) 12+, Google Chrome®. Pre-release (e.g., beta) versions of operating systems and browsers are not supported
Mobile Devices (signers only):	Apple iOS® 11+; Android™ 5.0+
Mobile Signing:	Apple iPhone iOS® 13.0+, iPad® iOS 3.0+, iPod Touch® iOS 3.0+. Android™ 5.0+. Windows 8+. Windows Phone.
PDF Reader:	<ul style="list-style-type: none"> <li>• Acrobat Reader or similar software might be required to view and print PDF files</li> <li>• Your PDF reader must be able to open PDF 1.5+</li> </ul>
Email:	Access to a valid email account.
Screen Resolution:	1024x768 minimum (for desktops and laptops)
Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings through a proxy connection</li> <li>• Firewall settings must allow access to the server: <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a>. DocuSign leverages Akamai as a content delivery service to enhance the application's performance</li> </ul>
Printer or Storage Space:	You will need access to a printer or sufficient storage space available to save the information.

\*\*These minimum requirements are subject to change from time to time and it is the Subscriber's responsibility to comply with these requirements as they change. The most current system and

software requirements are available on DocuSign's public website and <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

## DIVULGATION RELATIVE AUX SIGNATURES ET AUX DOSSIERS ÉLECTRONIQUES

En cochant la case « J'accepte d'utiliser des signatures et des dossiers électroniques », vous confirmez et acceptez que :

- vous pouvez accéder et lire le présent document DIVULGATION RELATIVE AUX SIGNATURES ET AUX DOSSIERS ÉLECTRONIQUES (« Divulgence de consentement »).
- vous acceptez de recevoir de Ford Motor Credit Company LLC, Compagnie Crédit Ford du Canada, ou Services financiers Automobiles Lincoln (collectivement « Crédit Ford ») un ou plusieurs document(s) à signer sous un format électronique, y compris les avis et divulgations d'ordre juridique par l'entremise de votre compte d'utilisateur DocuSign, Inc. (« DocuSign ») pour la transaction requise (la « Transaction »).
- que vous disposez d'une adresse électronique valide et que votre ordinateur, votre téléphone portable, votre tablette ou tout autre appareil similaire utilisé pour accéder à la présente Divulgence de consentement, un navigateur à jour et un logiciel informatique capables de recevoir, d'accéder, d'afficher et d'imprimer ou de stocker la présente Déclaration de consentement et la Transaction. Voir la configuration matérielle et logicielle requise ci-dessous.
- vous acceptez que votre activité sous forme électronique constitue votre accord et votre consentement, y compris, mais sans s'y limiter, le fait de toucher ou de cliquer sur une icône désignée de manière appropriée ou d'appliquer la signature électronique que vous créez ou adoptez pour signer les documents de la Transaction.
- vous pouvez télécharger, sauvegarder et imprimer la Transaction à partir du compte utilisateur de DocuSign pendant une période de 120 jours après sa signature. Par conséquent, vous devez télécharger, sauvegarder ou imprimer une copie pour vos dossiers de la présente Déclaration de consentement et de tous les documents relatifs à la Transaction.
- **Pour les transactions américaines soumises à la *Loi sur la transparence en matière de prêts***, vous avez droit, avant de signer la transaction, à certaines informations sous une forme que vous pouvez conserver. Vous pouvez toujours télécharger, sauvegarder ou imprimer une copie du document avant de signer, en sélectionnant cette option lorsque vous consultez le document dans DocuSign.

- si vous utilisez un appareil mobile pour effectuer la Transaction, il se peut que vous deviez faire pivoter votre téléphone à l'horizontale (c'est-à-dire en mode paysage) pour que le document s'adapte à votre appareil, et que tout paramètre de verrouillage de la rotation ou de l'orientation en mode portrait soit désactivé.
- à moins d'informer Crédit Ford ou si vous informez Crédit Ford de la manière décrite ci-dessous, vous acceptez de recevoir des communications électroniques pour les avis, les divulgations et les documents relatifs à la Transaction demandée

Si vous ne souhaitez pas signer la Transaction par voie électronique ou si vous souhaitez apporter des corrections aux documents de la transaction, il vous suffit de cliquer sur l'option « Refuser de signer » dans le menu déroulant de DocuSign lorsque vous accédez aux documents. Cela nous indiquera que vous ne consentez pas aux communications électroniques concernant la Transaction et vous ne pourrez plus utiliser votre compte utilisateur DocuSign pour accéder à la Transaction. Cela peut entraîner un délai plus long pour le traitement de la transaction demandée sur papier. Si vous souhaitez que des corrections soient apportées aux documents de la Transaction, veuillez contacter la personne qui vous les a envoyés.

## Copie papier de la transaction

Vous pouvez demander une copie papier de la Transaction sans frais. Les demandes peuvent être soumises comme suit :

- Aux États-Unis – par courriel à [fcogcsu@ford.com](mailto:fcogcsu@ford.com) ou la poste à Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- Au Canada – par courriel ou par la poste à Compagnie Crédit Ford du Canada, Boîte 1800 COP Lakeshore West, Oakville (Ontario) L6K 0J8
- Financement municipal – par courriel au [femuni@ford.com](mailto:femuni@ford.com) ou par la poste à Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Dans le corps de cette demande, vous devez indiquer que vous demandez une copie papier ainsi que votre nom complet, votre numéro de compte et votre adresse. Une demande de réception d'une copie papier de la Transaction sera interprétée comme une demande de retrait du consentement à recevoir d'autres communications électroniques pour la Transaction.

### Mise à jour de vos coordonnées de contact

Après la signature de la Transaction, vous acceptez de mettre à jour vos coordonnées si votre adresse électronique change. Vous reconnaissez et acceptez que si nous vous envoyons une communication électronique concernant la Transaction, mais que vous ne la recevez pas parce que vos coordonnées sont erronées ou obsolètes, nous serons réputés vous avoir fourni cette communication.

Pour mettre à jour vos coordonnées de contact vous pouvez soumettre des demandes comme suit :

- Aux États-Unis – par courriel à [fcogcsu@ford.com](mailto:fcogcsu@ford.com) ou la poste à Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- Au Canada – par courriel ou par la poste à Compagnie Crédit Ford du Canada, Boîte 1800 COP Lakeshore West, Oakville (Ontario) L6K 0J8
- Financement municipal – par courriel au [femuni@ford.com](mailto:femuni@ford.com) ou par la poste à Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Veillez fournir votre ancienne adresse de courriel, votre nouvelle adresse de courriel, votre nom au complet, votre numéro de compte et votre adresse dans le corps de la demande.

### Annulation du consentement

Après la signature de la Transaction, vous pouvez retirer votre consentement à recevoir des communications électroniques pour la Transaction. Veuillez inclure votre nom complet, votre numéro de compte et votre adresse dans le corps de la demande, en précisant que vous retirez votre consentement aux communications électroniques. Les demandes peuvent être soumises comme suit :

- Aux États-Unis – par courriel à [fcogcsu@ford.com](mailto:fcogcsu@ford.com) ou la poste à Ford Motor Credit Company LLC, PO Box 31111 MD: 280 Tampa, FL 33619
- Au Canada – par courriel ou par la poste à Compagnie Crédit Ford du Canada, Boîte 1800 COP Lakeshore West, Oakville (Ontario) L6K 0J8
- Financement municipal – par courriel au [femuni@ford.com](mailto:femuni@ford.com) ou par la poste à Ford Motor Credit Company LLC, 1 American Road MD 7500 Dearborn, MI 48126

Le retrait du consentement pour la Transaction n'affecte pas les autres consentements pour les communications électroniques que vous avez conclues avec Crédit Ford.

### Matériel et logiciel requis\*\*

Navigateurs :	Dernière version stable (sauf indication contraire) de Microsoft Edge, Firefox®, Safari™ (MAC OS uniquement) 12+, Google Chrome®. Les versions préliminaires (par exemple, bêta) des systèmes d'exploitation et des navigateurs ne sont pas prises en charge.
Appareils mobiles (seulement pour les signataires) :	Apple iOS® 11+; Android™ 5.0+
Signature sur appareils mobiles :	Apple iPhone iOS® 13.0+, iPad® iOS 3.0+, iPod Touch® iOS 3.0+; Android™ 5.0+. Téléphones Windows 8+, Windows.
Lecteur PDF :	<ul style="list-style-type: none"> <li>• Acrobat Reader ou un logiciel similaire peut être nécessaire pour consulter et imprimer les fichiers PDF</li> <li>• Votre lecteur PDF doit être en mesure d'ouvrir les PDF 1.5+</li> </ul>
Courriel :	Accès à un courriel valide

Résolution d'écran :	1024X768 minimum (pour postes de travail et ordinateurs portables).
Paramètres de sécurité :	<ul style="list-style-type: none"> <li>• Permettre des témoins par session</li> <li>• Les utilisateurs accédant à Internet en passant par un serveur proxy doivent activer les paramètres HTTP 1.1 via une connexion proxy.</li> <li>• Les paramètres du pare-feu doivent permettre l'accès au serveur : <a href="https://docucdn-a.akamaihd.net">https://docucdn-a.akamaihd.net</a>. DocuSign exploite Akamai comme service de diffusion de contenu pour améliorer les performances de l'application.</li> </ul>
Imprimante ou espace de stockage :	Vous aurez besoin d'un accès à une imprimante ou de suffisamment d'espace de stockage pour sauvegarder l'information.

\*\* Ces exigences minimales sont susceptibles d'être modifiées de temps à autre et il incombe à l'abonné de se conformer à ces exigences au fur et à mesure de leur modification. Les exigences les plus récentes en matière de système et de logiciel sont disponibles le site Web de DocuSign destiné au public et à l'adresse <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### Automated Certificate of eService

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#### Case Contacts

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