

# LAW 553-TN-ARB-e 8/23

## RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code) MICHAEL CORUM 4710 HAZELNUT DR KNOXVILLE, TN KNOX, 37931  Cell: N/A Email: MICHAEL.CORUM@ICLOUD.COM	Co-Buyer Name and Address (Including County and Zip Code) N/A  Cell: N/A Email: N/A	Seller-Creditor (Name and Address) EV AUTO 7116 MOORES LANE BRENTWOOD, TN 37027
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2023	TESLA MODEL X	7SAXCBE60PF376257	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of
7.14 %	\$ 14,907.49	\$ 60,528.26	\$ 75,435.75	\$ 22,400.00 is \$ 97,835.75

**Returned Payment Charge:** You agree to pay a charge of \$ 30.00 if any check you give us is dishonored or any electronic payment is returned unpaid.

**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.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**Your Payment Schedule Will Be:** (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
75	\$ 1,005.81	Monthly beginning 06/09/2026
One Final Payment Of	\$ N/A	On N/A
N/A		

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

**Prepayment.** If you pay early, you will not have to pay a penalty.

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

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term       N/A       Mos.            N/A        
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X       N/A      

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X       *[Signature]*            Co-Buyer Signs X       N/A

**ITEMIZATION OF AMOUNT FINANCED**

1	Cash Price (including \$ <u>5,790.26</u> sales tax)	\$	<u>79,880.26</u>	(1)
2	Total Downpayment =			
	Trade-in <u>N/A</u>			
	(Year) (Make) (Model)			
	Gross Trade-In Allowance	\$	<u>N/A</u>	
	Less Pay Off Made By Seller to <u>N/A</u>	\$	<u>N/A</u>	
	Equals Net Trade In	\$	<u>N/A</u>	
	+ Cash	\$	<u>22,400.00</u>	
	+ Other <u>N/A</u>	\$	<u>N/A</u>	
	+ Other <u>N/A</u>	\$	<u>N/A</u>	
	+ Other <u>N/A</u>	\$	<u>N/A</u>	
	(If total downpayment is negative, enter "0" and see 4I below)	\$	<u>22,400.00</u>	(2)
3	Unpaid Balance of Cash Price (1 minus 2)	\$	<u>57,480.26</u>	(3)
4	Other Charges Including Amounts Paid to Others on Your Behalf			
	(Seller may keep part of these amounts):			
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies.			
	Life <u>\$ N/A</u>			
	Disability <u>\$ N/A</u>	\$	<u>N/A</u>	
B	Vendor's Single Interest Insurance Paid to Insurance Company	\$	<u>N/A</u>	
C	Other Optional Insurance Paid to Insurance Company or Companies	\$	<u>N/A</u>	
D	Optional Gap Contract	\$	<u>N/A</u>	
E	Official Fees Paid to Government Agencies	\$	<u>N/A</u>	
F	Government Taxes Not Included in Cash Price	\$	<u>N/A</u>	
G	Government License and/or Registration Fees			
	<u>N/A</u>			
	<b>REGISTRATION-150</b>	\$	<u>150.00</u>	
H	Government Certificate of Title Fees	\$	<u>N/A</u>	
I	Other Charges (Seller must identify who is paid and describe purpose)			
	to <u>N/A</u> for Prior Credit or Lease Balance	\$	<u>N/A</u>	
	to DEALER for DOCUMENTATION FEE	\$	<u>499.00</u>	
	to BATTERY 4 LIFE for SERVICE CONTRACT	\$	<u>2,399.00</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	to <u>N/A</u> for <u>N/A</u>	\$	<u>N/A</u>	
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$	<u>3,048.00</u>	(4)
5	Amount Financed (3 + 4)	\$	<u>60,528.26</u>	(5)

OPTION:  You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is \$ N/A** and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

**Insurance.** You may buy the physical damage insurance this contract requires from anyone you choose subject to our approval of your choice as the law allows. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. Your choice of insurance providers will not affect the credit terms or our decision to sell the vehicle or extend credit to you. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Check the insurance you want and sign below:**

**Optional Credit Insurance**

Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability:  Buyer  Co-Buyer  Both  
 Premium:  
 Credit Life \$ N/A  
 Credit Disability \$ N/A

Insurance Company Name N/A  
N/A

Home Office Address N/A  
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Other Optional Insurance**

N/A N/A  
Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A  
N/A

Home Office Address N/A  
N/A

N/A N/A  
Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A  
N/A

Home Office Address N/A  
N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above.

N/A N/A  
Buyer Signature Date

N/A N/A  
Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.**

N/A  
Buyer Signature

N/A  
Co-Buyer Signature

## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract 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. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**

You give us a security interest in:

  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service or other contract charges.** If we get a refund of insurance, maintenance, service or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we will store them for you. If you do not ask for these items back within 14 days from the day we take your vehicle, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

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**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

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**5. Used Car Buyers Guide. 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: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.**

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**6. SERVICING AND COLLECTION CONTACTS**

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

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**7. APPLICABLE LAW**

Federal law and the law of the state of Tennessee apply to this contract.

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**8. NEGATIVE CREDIT REPORT NOTICE**

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

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**Electronic Contracting and Signature Acknowledgment.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

Non-Authoritative Copy

**ARBITRATION PROVISION**  
**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**


1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

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

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs   Co-Buyer Signs  N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

**NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.**

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs   Date 04/25/2026 Co-Buyer Signs  N/A Date N/A

Buyer Printed Name MICHAEL CORUM Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here  N/A Address N/A

Seller signs EV AUTO Date 04/25/2026 By   Title GENERAL MANAGER

**SERVICE  
CONTRACT**



**AGREEMENT NUMBER  
60SCP4G36A**

**CUSTOMER INFORMATION**

LAST NAME	FIRST NAME	MI	
Michael Corum	N/A N/A		
ADDRESS	CITY	STATE	ZIP
4710 Hazelnut Dr	Knoxville	TN	37931
EMAIL ADDRESS	PHONE NUMBER	ALTERNATE PHONE NUMBER	
michael.corum@icloud.com	(865) 919-3546	(865) 919-3546	

**VEHICLE AND PLAN INFORMATION**

YEAR	MAKE	MODEL	ODOMETER MILES	VEHICLE IDENTIFICATION NUMBER (VIN)
2023	TESLA	MODEL X	46,869	7SAXCBE60PF376257
VEHICLE PURCHASE PRICE	DEDUCTIBLE	CONTRACT PURCHASE PRICE	CONTRACT DATE	
\$76,489.00	\$250.00 Standard	\$2,399.00	4/25/2026	
TERM MONTHS	TERM MILES	EXPIRATION DATE	EXPIRATION MILES	
999 Months	Unlimited	03/03/3333	N/A	

**DEALER INFORMATION**

DEALERSHIP NAME	ADDRESS, CITY, STATE AND ZIP			
EV Auto Brentwood	7116 Moores LN	Brentwood	TN	37027
PHONE NUMBER	DEALER NUMBER	PRODUCER NUMBER		
(615) 200-4000				

**CONTRACT**

This Contract applies only to the customer and the Vehicle described above and is not transferrable to a subsequent owner. Your eligibility for benefits under this Contract begins on the Contract Date listed above and shall continue for as long as You own the Vehicle, if You meet the maintenance requirements on the Vehicle as detailed in the **GENERAL PROVISIONS** section of this Contract.

**IMPORTANT NOTICE:** This Contract is not a contract of insurance. This Contract is not valid unless the first page is fully completed. You are not required to purchase this Contract to purchase or obtain financing for the Vehicle. This Contract supplements the manufacturer’s warranty. It does not replace the manufacturer’s warranty but provides certain additional benefits. Losses covered by the manufacturer’s warranty are not covered under this Contract. We have no liability for anything other than the obligations set forth in this Contract. Your Contract contains an arbitration clause which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration in its entirety as well as the **SPECIAL STATE DISCLOSURES** section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

**ADMINISTRATOR & OBLIGOR/PROVIDER**

Portfolio Services Limited, Inc.  
4100 Alpha Road, Suite 1000, Farmers Branch, TX 75244  
(833) 487-5446

**MAINTENANCE REQUIREMENTS**

**IMPORTANT NOTICE TO THE CUSTOMER**

**CUSTOMER MUST INITIAL**

M.C.

This Contract contains maintenance, reporting, and recordkeeping requirements that You must strictly follow, or coverage will be denied under this Contract. You may have the required maintenance procedures performed by a Repair Facility that You choose.

**REPAIR AUTHORIZATION**

You are required to have the Vehicle repaired at the dealership listed above or to obtain authorization prior to beginning any repairs to be performed by another Repair Facility. Refer to the **GUIDE TO FILING A CLAIM** section of this Contract for additional information.

You should read this Contract carefully. It contains all the information regarding coverage under this Contract. There is no other agreement between You and Us regarding this Contract. None of Our representatives, employees, dealers, or agents are authorized to alter, extend, amend, or modify the terms of this Contract. By Your signature below, You acknowledge that You have read this Contract, including the terms, conditions, maintenance requirements, exclusions, and claim procedures of this Contract.

Signed By:  \_\_\_\_\_  
CUSTOMER

Signed By:  \_\_\_\_\_  
DEALERSHIP REPRESENTATIVE

## DEFINITIONS

1. **Administrator** means the entity identified as the administrator on the first page.
2. **Breakdown** means the failure of any original or like replacement part covered by this Contract to perform as it was designed to perform in normal service provided it has received maintenance as outlined in this Contract. Breakdown does not include Normal Wear.
3. **Cost** means the usual and fair charges for parts and labor necessary to repair or replace the Covered Parts and shall not exceed manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time standards.
4. **Covered Parts** means the parts listed in the What Your Service Contract Covers section of this Contract.
5. **Normal Wear** means the gradual lessening of performance due to usage.
6. **Odometer Miles** means the actual miles Your Vehicle has traveled as recorded on an unaltered odometer.
7. **Other Warranty** means any warranty provided to You by a manufacturer or Repairer.
8. **Repairer or Repair Facility** means a repair facility that provides a written parts and labor guarantee for Covered Repairs of not less than 6 months or 6,000 miles.
9. **Selling Dealer** means the dealer identified on the first page.
10. **Deductible:** The amount You are required to pay, as indicated on the first page, toward the total cost for the repair or replacement of Covered Parts per claim made.
11. **Contract** means this service contract.
12. **Contract Date** means the date that You purchased Your Vehicle and received this Contract.
13. **Contract Period** means the length of time that You own and properly maintain the Vehicle.
14. **Vehicle** means the covered vehicle identified on the first page.
15. **We, Us, Our, Obligor, and Provider** mean the entity identified on the first page that is obligated to perform under this Service Contract.
16. **You and Your** mean the customer identified on the first page.

## GENERAL PROVISIONS

1. **COVERAGE:** During the Contract Period, We will pay on behalf of, or reimburse, You for the Cost to replace or repair any Covered Part that has experienced a Breakdown, less the Deductible, if You comply with the terms and conditions of this Contract. Replacement parts will be of like kind and quality as the Covered Parts and may include new, or rebuilt parts. **Nonoriginal manufacturer's parts may be used.**
2. **TERMINATION:** This Contract terminates when ownership of the Vehicle is transferred to a new owner or the maintenance performed on the Vehicle is not performed as outlined in this Contract, whichever occurs first.
3. **MAINTENANCE REQUIREMENTS:** In order to keep this Contract in effect, You must perform the maintenance procedures listed in this paragraph on an annual basis which is due within 30 days of the anniversary date of the Contract Date each year. Failure to follow these maintenance procedures and provide proof to the Administrator as required below will result in denial of coverage and this Contract will be void. The following maintenance must be performed each year.
  - A. **HEALTH TEST:** You must perform a battery health test using the following procedures:
    - i. Enroll Your Vehicle with Recurrent by creating an account at [www.recurrentauto.com](http://www.recurrentauto.com).
    - ii. Authorize Recurrent to collect and monitor vehicle battery data (via Vehicle connectivity or manual reporting, as required).
    - iii. Obtain a battery health report from Recurrent.
    - iv. Submit a copy of the battery health report to the Administrator within 30 days of the anniversary date of the Contract Date each year.
  - B. **RECORDKEEPING:** You must keep a copy of the battery health report which include the date of report, vehicle identification number (VIN), Your Vehicle's Odometer Miles, and battery age. You are required to provide a copy of the battery health report to the Administrator via mail, email, or upload to <https://contractlookup.portfolioco.com> each year in order to remain eligible for coverage.
4. **TERRITORY:** This Contract covers repairs completed in the United States or Canada.
5. **IF YOU HAVE OTHER COVERAGE:** If the manufacturer or Repairer agrees to cover all or some of the Cost of a Breakdown pursuant to any Other Warranty or guarantee, We will pay only for Your out-of-pocket deductible that exceeds the Deductible, if any, for the Breakdown of a Covered Part.
6. **YOUR HELP AND COOPERATION:** If We ask, You agree to help Us enforce Your rights against any manufacturer or Repairer who may be responsible to You for the Cost of repairs covered by this Contract.
- 7.
8. **AGGREGATE CLAIM LIMIT:** Our limit of liability with respect to the total of all benefits paid or payable under this Contract shall not exceed the lesser of \$12,000 or the actual cash value of the Vehicle as determined by the most current National Auto Dealers Association (NADA) Vehicle Value Guide at the time of Breakdown.
9. **SUBROGATION:** If We repair Your Vehicle or pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. Further, after You have been made whole, all amounts recovered by You for which You have received benefits under this Contract shall belong to and be paid to US, up to the amount of benefits paid under this Contract.
10. **TRANSFER:** This Contract is not transferrable.
11. **NOT INSURANCE:** This Contract was provided at no cost and is not an insurance contract.
12. **STATE OR FEDERAL LAW:** If there is a provision in this Contract that is deemed to be in violation of state or federal law, then state or federal law supersedes that provision. This Contract gives You specific legal rights, and You may also have other rights which vary from state to state.
13. **CONTRACTUAL LIABILITY INSURANCE:** This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Plateau Casualty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 752-8328.
14. **NOT REQUIRED FOR FINANCING OR PURCHASE:** You are not required to purchase this Contract as a condition of financing or purchase.

## GUIDE TO FILING A CLAIM

The Selling Dealer or Repair Facility must open a claim by visiting <https://contractlookup.portfolioco.com> and obtain authorization from Us prior to performing any diagnostics or repairs. In the event of a Breakdown and Your Vehicle is within 150 miles of the Selling Dealer, You must deliver Your Vehicle to the Selling Dealer at the address shown on the first page of this Contract. If Your Vehicle is more than 150 miles from the Selling Dealer or if the Selling Dealer approves diagnostics or repairs to be performed elsewhere, take Your Vehicle to a Repair Facility, and the Repair Facility must submit a claim by visiting the website listed above and obtain authorization from Us prior to performing diagnostics or beginning any repairs. This Contract does not cover costs that exceed the reasonable and customary charges for parts and labor, which is determined by the manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor-time standards.

**For coverage under the terms of this Contract, authorization must be obtained from Us prior to teardown or repair.**

**Emergency Repairs:** If an emergency occurs which requires a repair covered by this Contract to be made at time when the Our office is closed and prior authorization cannot be obtained, You may deliver Your Vehicle to a Repair Facility and have the necessary covered repairs performed on Your Vehicle at a reasonable and customary charge. To obtain reimbursement for emergency repairs covered by this Contract, You must report the repairs on the next business day, or as soon as reasonably possible, by having the Selling Dealer or Repair Facility open a claim by visiting <https://contractlookup.portfolioco.com> and include all related documents, or by phone to Us at (833) 487-5446 to receive further instruction. Emergency repairs are defined to be repairs which, if not performed to Your Vehicle, would impair the future operation of Your Vehicle.

## DISPUTES REGARDING YOUR CONTRACT

YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY,

**CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.** The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (“AAA Rules”) then in effect, except as modified by this Section. (The AAA Rules are available at [www.adr.org/Rules](http://www.adr.org/Rules)) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Contract is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If You prevail on any claim that affords the prevailing party attorneys’ fees, the arbitrator may award reasonable fees to You under the standards for fee shifting provided by law. You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

#### **WHAT YOUR CONTRACT COVERS**

The Covered Parts listed below are the only items covered under this Contract. If a component is not listed, it is not covered by this Contract.

1. **PROPULSION BATTERY:** Nickel-metal hydrate or lithium-ion propulsion battery or individual cell(s) should there be a failure due to normal operation and charging standards which causes degradation and impacts the ability to hold adequate charge.

#### **CANCELLATION OF YOUR CONTRACT**

This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (833) 823-4500 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Vehicle. The Provider may cancel this Contract for (1) nonpayment of the provider fee, (2) material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You relating to the Vehicle or its use. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be named the sole payee. If this Contract is cancelled within 60 days of the Contract Date, a full refund of the Contract purchase price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Contract Date, a pro rata refund of the Contract purchase price based off the greater of the days in force or the miles driven according to the term selected and the Contract Date, less the amount of any claims paid or pending, and less the Cancellation Fee will be paid. If the Contract Period is not limited by time or miles, then, for cancellation purposes only, the Contract Period is deemed to be 120 months. A like refund will be paid for termination of this Contract if Your Vehicle is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. No Cancellation Fee will be imposed if the Provider cancels this Contract. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law.

**CANCELLATION FEE:** The Cancellation Fee is \$50.

#### **WHAT YOUR CONTRACT DOES NOT COVER**

1. **COSTS COVERED BY ANY OTHER WARRANTY OR A REPAIRER’S GUARANTEE, REGARDLESS OF WHETHER SUCH OTHER WARRANTY OR GUARANTEE IS HONORED.**
2. **ANY PART NOT LISTED IN THE WHAT YOUR CONTRACT COVERS SECTION OF THIS CONTRACT.**
3. **CAR RENTAL, TOWING, KEY LOCKOUT, FLAT TIRE REPAIR OR ANY OTHER ROAD SERVICE EXPENSES.**
4. **ANY MAINTENANCE PROCEDURES AND PARTS DESCRIBED IN THE MANUFACTURER’S MAINTENANCE SCHEDULE IN THE OWNER’S MANUAL FOR YOUR VEHICLE, AS WELL AS ANY NORMAL MAINTENANCE AND PARTS, INCLUDING: FILTERS, LUBRICANTS OR FLUIDS, AIR CONDITIONING REFRIGERANT, COOLANT, ALL HOSES, BRAKE PADS AND SHOES, BRAKE ROTORS AND DRUMS, SUSPENSION ALIGNMENT, TIRES, WHEEL BALANCING, SHOCK ABSORBERS, AND CV BOOTS.**
5. **GLASS, GLASS FRAMEWORK AND FASTENING ADHESIVES, SEALED BEAMS, LIGHT BULBS, LENSES, TRIM, MOLDINGS, BRIGHT METAL, UPHOLSTERY, PAINT, SHEET METAL, BODY PANELS, STRUCTURAL FRAMEWORK, MACPHERSON STRUT SUSPENSION COMPONENTS, STRUCTURAL WELDS, AND WIPER BLADES.**
6. **AFTER-MARKET ACCESSORIES OR NON-ORIGINAL EQUIPMENT, COMPONENTS, AND SYSTEMS NOT INSTALLED BY THE MANUFACTURER, OR THE FAILURE OF A COVERED COMPONENT CAUSED BY THE INSTALLATION OF AFTER-MARKET EQUIPMENT.**
7. **COSTS INCURRED DUE TO NORMAL WEAR AND TEAR.**
8. **REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION.**
9. **COSTS OR EXPENSES RESULTING FROM FAULTY OR NEGLIGENT REPAIR WORK OR FROM THE INSTALLATION OF DEFECTIVE PARTS. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS AND/OR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES.**
10. **REPAIRS TO CORRECT A COSMETIC IMPERFECTION.**
11. **BREAKDOWNS CAUSED BY INGESTION OF WATER OR CONTAMINATION OF ANY KIND.**
12. **BREAKDOWNS RESULTING FROM THE FAILURE TO STOP DRIVING OR PROTECT YOUR VEHICLE FROM FURTHER DAMAGE AFTER A BREAKDOWN HAS OCCURRED.**
13. **BREAKDOWNS CAUSED BY OR INVOLVING COLLISION, FIRE, THEFT, VANDALISM, RIOT, EXPLOSION, LIGHTNING, EARTHQUAKE, WINDSTORM, HAIL, WATER, FREEZING OR FLOOD.**
14. **ANY LOSS OF TIME, INCONVENIENCE, LODGING, FOOD, STORAGE, OR OTHER CONSEQUENTIAL LOSS OR DAMAGE THAT RESULTS FROM A BREAKDOWN.**
15. **BREAKDOWNS CAUSED BY ABUSE, MISUSE, OR ALTERATIONS, OR LACK OF MAINTENANCE AS SET FORTH IN THE MAINTENANCE REQUIREMENTS SECTION OF THIS CONTRACT AND/OR IN THE MANUFACTURER’S MAINTENANCE SCHEDULE FOR YOUR VEHICLE.**
16. **BREAKDOWNS OR DAMAGE CAUSED OR CONTRIBUTED TO BY OPERATING A VEHICLE THAT DOES NOT HAVE PROPER LEVELS OR SPECIFICATION (TYPE) OF FLUIDS, LUBRICANTS, OR COOLANT, OR FOR BREAKDOWNS CAUSED BY OR CONTRIBUTED TO BY THE USE OF CONTAMINATED FLUIDS.**
17. **BREAKDOWNS CAUSED BY RUST OR WEATHER-RELATED CORROSION.**
18. **IF YOUR VEHICLE’S ODOMETER HAS BEEN STOPPED, ALTERED, OR MISREPRESENTS ACTUAL MILEAGE.**
19. **BREAKDOWNS WHICH EXISTED PRIOR TO THE CONTRACT DATE.**
20. **NON-U.S. SPECIFICATION MODEL VEHICLES OR VEHICLES WITH A SALVAGE OR BRANDED TITLE.**
21. **BREAKDOWNS, REGARDLESS OF THE CAUSE, IF YOU FAIL TO MAINTAIN YOUR VEHICLE AS OUTLINED IN THE MAINTENANCE REQUIREMENTS SECTION OF THIS CONTRACT.**
22. **BREAKDOWNS CAUSED BY TOWING A TRAILER OR ANOTHER VEHICLE UNLESS YOUR VEHICLE IS EQUIPPED FOR THIS AS RECOMMENDED BY THE MANUFACTURER.**
23. **BREAKDOWNS CAUSED BY USING YOUR VEHICLE FOR RACING OR OTHER COMPETITION.**
24. **BREAKDOWNS CAUSED BY OR INVOLVING MODIFICATIONS UNLESS THOSE MODIFICATIONS WERE PERFORMED BY THE MANUFACTURER.**
25. **BREAKDOWNS ON A VEHICLE THAT HAS BEEN MODIFIED TO PLOW SNOW, REGARDLESS OF WHETHER THE SNOWPLOW BLADE IS ATTACHED TO THE VEHICLE AT THE TIME OF BREAKDOWN.**
26. **BREAKDOWNS ON A VEHICLE OR TRUCK RATED MORE THAN 1 TON OR THAT IS USED FOR COMMERCIAL PURPOSES, INCLUDING, BUT NOT LIMITED TO, POLICE VEHICLE, EMERGENCY VEHICLE, HAULING, CONSTRUCTION (OTHER THAN DRIVING TO AND FROM WORK), DELIVERIES, DAILY RENTALS, OFF-ROADING, CARRYING PASSENGERS FOR HIRE (OTHER THAN RIDE SHARE), AND SNOW PLOWING.**
27. **CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS, INCLUDING, BUT NOT LIMITED TO, IF YOUR VEHICLE IS INVOLVED IN A COLLISION CAUSED BY OR INVOLVING A BREAKDOWN OF A COVERED PART. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU.**
28. **ALL BATTERIES, BATTERY CABLES, AND BATTERY MOUNTING HARDWARE. ADDITIONALLY, HEV/PHEV/EV PROPULSION BATTERY FAILURE IS NOT COVERED WHEN**

**THE CELL DEGRADATION HAS NOT EXCEEDED THE LESSOR OF 70% CAPACITY OR THE MANUFACTURER'S MINIMUM STATED CAPACITY ALLOWANCE, OR WHEN PHEV/EV CELL DEGRADATION IS CAUSED BY NOT FOLLOWING THE MANUFACTURER'S GUIDELINES FOR THE MAINTENANCE, STORAGE, AND/OR CHARGING STANDARDS FOR YOUR VEHICLE.**

**29. PRE-EXISTING CONDITIONS.**

**SPECIAL STATE DISCLOSURES**

These special state disclosures apply if Your Contract was delivered in one of the following states and they supersede any other provisions herein to the contrary.

**ARIZONA:** The Selling Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner. The Cancellation of Your Contract section is amended to include the following: We shall not cancel or void this Contract if determined to be issued on any Vehicle excluded under the What Your Contract Does Not Cover section. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the amount paid by You for this Contract, whichever is less. We may not cancel this Contract due to acts or omission of the Selling Dealer or for reasons not within the knowledge or control of the Selling Dealer. We may not cancel or void this Contract or determine this Contract to be ineligible due to gray market, high performance, and GM diesel autos. Costs or expenses resulting from Your failure to maintain the Unit are not covered if You cannot provide Us with accurate records proving that such maintenance has been performed. Costs or expenses for any mechanical or electrical alterations made to Your Vehicle are not covered if they are made by You or with Your knowledge and genuine factory parts installed by an authorized factory dealer are not use. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. The arbitration provision in Your Contract does not prohibit You from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Street, Suite 261, Phoenix, Arizona 85007, Attn: Consumer Affairs. You may directly file any complaint with the DIFI against a service company issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the DIFI, phone number (602) 364-3100. If We do not provide, reimburse, or pay for a service that is covered under this Contract within 30 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Plateau Casualty Insurance Company. The What Your Contract Does Not Cover section is amended as follows: **9. EXPENSES CHARGED FOR THE DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS AND/OR NON-SPECIFIC MATERIALS OR SHOP SUPPLIES. 20. VEHICLES WITH A SALVAGE OR BRANDED TITLE. 29. PRE-EXISTING CONDITIONS EXCEPT THOSE CONDITIONS THAT WERE KNOWN TO YOU PRIOR TO THE CONTRACT DATE OR THAT WERE KNOWN OR SHOULD HAVE BEEN REASONABLY KNOWN BY US OR THE SELLING DEALER.**

**NEVADA:** If You are not satisfied with the manner in which We are handling the claim under this Contract, You may contact the Nevada Division of Insurance toll-free at 1-888-872-3234. This Contract is non-renewable. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service hereunder. If We void this Contract for these reasons, a refund will be provided to You in accordance with the Cancellation section. The Maintenance Requirements section is amended to include the following: We may require that You submit proof of compliance with the Maintenance Requirements when a claim is filed, and failure to do so will result in denial of coverage. The Cancellation section is amended to include the following: If You cancel this Contract, the cancellation fee is \$25. The right to cancel this Contract within the first 60 days for a refund of the purchase price only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month that the refund and any accrued penalties remain unpaid. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the effective date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date. No claim incurred or paid will be deducted from a cancellation refund due. The Disputes Regarding Your Contract section is amended to include the following: **IMPORTANT NOTICE ABOUT THE CONTRACT FOR WHICH YOU HAVE APPLIED, THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY. The Contract for which You have applied includes a binding arbitration contract. The arbitration contract requires that any dispute related to this Contract must be resolved by arbitration and not in a court of law. The results of the arbitration are final and binding on You and the insurance company. In arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties. When You accept this Contract, You agree to resolve any dispute related to the Contract by binding arbitration instead of a trial in court, including trial by jury. Binding arbitration generally takes the place of resolving disputes by a judge and jury.**

**UTAH:** Payment of this Contract may be made with cash or check by You or financed with the Vehicle loan or lease. Coverage provided under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. The Contractual Liability Insurance section is amended to include the following: If We do not provide, reimburse, or pay for a service on any claim under this Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Plateau Casualty Insurance Company for reimbursement payment, or provision of the service. The Cancellation of Your Contract section is amended to include the following: If We cancel this Contract, We will mail written notice of cancellation to You at least 30 days before the cancellation date stating the cancellation date and reason for cancellation. If We cancel this Contract for non-payment of the purchase price, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. A lienholder may only cancel this Contract if You default, and the cancellation will take effect 13 days after notice of cancellation is mailed to Your last known address stating the effective date of cancellation. If this Contract is cancelled by the lienholder, then the refund method will be calculated using the same method as when cancelled by the Provider in accordance with the Cancellation section of this Contract. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. If the lienholder cancels this Contract within the first 60 days, a full refund less will be paid. If the lienholder cancels this Contract after the first 60 days, a pro rata refund will be paid based on elapsed time relative to the original term, less a cancellation fee of \$50. The Disputes Regarding Your Contract section is deleted and replaced with the following: Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court having jurisdiction is not precluded. **ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.** You and We will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence. The What Your Contract Does Not Cover section is revised as follows: **8. REPAIRS PERFORMED WITHOUT PRIOR AUTHORIZATION, EXCEPT FOR REPAIRS OF COVERED COMPONENTS PERFORMED IN THE EVENING, ON A WEEKEND, OR ON A HOLIDAY WHEREIN AUTHORIZATION COULD NOT BE OBTAINED PRIOR TO THE COVERED REPAIR.** The foregoing applies to all sections of this Contract: Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured, if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. This Contract is non-renewable.

# ODOMETER DISCLOSURE STATEMENT\*

Federal and State law require that the Seller/Transferor state the odometer mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. I, (Seller/Transferor) EV AUTO, state that the odometer now reads 46,869 (no tenths) miles and to the best of my knowledge reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

1. The mileage stated is in excess of its mechanical limits
2. The Odometer reading is NOT the actual mileage.

WARNING ODOMETER DISCREPENCY

## VEHICLE INFORMATION

<b>Year</b> 2023	<b>Make</b> TESLA	<b>Model</b> MODEL X
<b>VIN</b> 7SAXCBE60PF376257		

## SELLER INFORMATION

Sellers Signature (x) 

Printed Name EV AUTO

Sellers Address 7116 MOORES LANE

City State Zip BRENTWOOD TN 37027

Sale/Transfer Date: 2026-04-25

## BUYER INFORMATION

Buyer's Signature (x) 

Printed Name MICHAEL CORUM

Buyer's Address 4710 HAZELNUT DR

City State Zip KNOXVILLE, TN 37931

# AGREEMENT TO PROVIDE INSURANCE

## TO LENDER:

LENDER NAME: WELLS FARGO

ADDRESS: PO BOX 997517

CITY: SACRAMENTO

STATE: CA

ZIP: 95899

I understand that to provide protection from serious financial loss should an accident occur my installment contract requires the collateral to be continuously covered with insurance providing both Collision Coverage and Comprehensive or Fire, Theft and Combined Additional Coverage. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to issue a Loss Payable Endorsement in favor of the lender at the above address.

I further understand that if for any reason the below described insurance is not obtained and continuously maintained, the lender may, but is not obligated to, secure insurance at its option according to the terms of my contract. I authorize the lender to add the premium and related financing charge for such insurance to the contract balance, and understand that such insurance does not provide Bodily Injury and Property Damage Liability Insurance Coverage, and does not comply with any Financial Responsibility or No-Fault Insurance Laws.

## COLLATERAL INSURED:

YEAR	MAKE	MODEL	BODY STYLE	VIN
2023	TESLA	MODEL X	PLAID AWD	7SAXCBE60PF376257

## BORROWER:

NAME: MICHAEL CORUM
STREET NUMBER: 4710 HAZELNUT DR
CITY, STATE, ZIP: KNOXVILLE, TN 37931

## INSURANCE COMPANY:

NAME: ALLSTATE
POLICY #: 969 701 428
EFFECTIVE DATE: FROM: 04/25/26 TO: 05/15/26

## INSURANCE AGENT:

TEL. NUMBER: N/A
AGENT NAME: N/A
STREET NUMBER: N/A
CITY, STATE, ZIP:

SIGNED:



04/25/26

BORROWER

DATE

SIGNED:

04/25/26

BORROWER

DATE

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

TESLA	MODEL X	2023	7SAXCBE60PF376257
VEHICLE MAKE	MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



### AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

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### WARRANTY



FULL WARRANTY.



LIMITED WARRANTY. The dealer will pay \_\_\_\_% of the labor and \_\_\_\_% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

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SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks—bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked of damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.) Not enough pedal reserve (DOT spec.) Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfgr. Specs) Lining or pad thickness less than 1/32 inch Power unit not operating or leaking Structural or mechanical parts damaged

**Air Bags**

**Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose Rubber bushings damaged or missing Radius rod damaged or missing Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

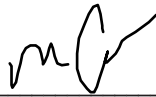
Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage Catalytic Converter

I HEREBY ACKNOWLEDGE RECEIPT OF THIS BUYERS GUIDE AT THE CLOSING OF THIS SALE.

x



CUSTOMER SIGNATURE

04/25/2026

DATE

EV AUTO

DEALER NAME

7116 MOORES LN BRENTWOOD, TN 37027

ADDRESS

(615)200-4000

TELEPHONE

EMAIL

FOR COMPLAINTS AFTER SALE, CONTACT:

**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).



TENNESSEE DEPARTMENT OF REVENUE  
Odometer Disclosure Statement

STOCK #: L376257

RV-F1317001 (Rev. 10-21)

**PURPOSE:** Federal and state law require both seller (transferor) and buyer (transferee) to accurately state the mileage of any used motor vehicle, with a manufacture year of 2011 or newer, in connection with the transfer of ownership whether sale, trade-in or exchange. Failure to complete or providing a false statement may result in fines and/or imprisonment.

**INSTRUCTIONS:** In Section A, the seller (transferor) prints their name on the line and checks one box that best applies. In Section B, the seller (transferor) and/or buyer (transferee) complete the required information, including the date of transaction.

**SECTION A:**

I, EV AUTO

SELLER OR TRANSFEROR'S NAME (PLEASE PRINT)

Certify to the best of my knowledge that the odometer reading on the vehicle described below is one of the following statements (check one):

- 1. Actual Mileage of the vehicle, no discrepancies 46,869 ODOMETER READING (NO TENTHS)
- 2. In Excess of Mechanical Limits: I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer (check only if digits on odometer are impossible to determine).
- 3. Not Actual Mileage - odometer reading is not the actual mileage. WARNING - Odometer Discrepancy form must be completed, or titling transaction will be delayed.


EXEMPTIONS, as defined by NHTSA (National Highway Traffic Safety Administration), "a transfer of any of the following motor vehicles need not disclose the vehicle's odometer mileage under the following circumstances:

- a) Gross Vehicle Weight Rating of more than 16,000 pounds
- b) Vehicle not self-propelled
- c) Vehicle is model year 2010 or older
- d) Vehicle sold directly by the manufacturer to any agency of the United States in conformity with contractual specifications
- e) New vehicle prior to first transfer for purposes other than resale

**SECTION B:**

VIN: 7SAXCBE60PF376257 Year: 2023 Make: TESLA Model: MODEL X

Seller Address: 7116 MOORES LN City: BRENTWOOD State: TN Zip: 37027

Seller Signature:  Date: 04/25/2026

Buyer Address: 4710 HAZELNUT DR City: KNOXVILLE State: TN Zip: 37931

Buyer Name (Print): MICHAEL CORUM Buyer Signature:  Date: 04/25/2026



## ADDITIONAL TERMS AND CONDITIONS

**TERMS USED IN THIS AGREEMENT.** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings. (a) **Agreement** - Means this Vehicle Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself. (b) **You, Your** - Means the Buyer identified on the first page of this Agreement. (c) **We, Us, Our** - Means the Dealership that is identified on the first page of this Agreement and its Authorized Representatives. (d) **Manufacturer** - Means the company that manufactured the Vehicle. (e) **Vehicle** - Means the Vehicle that you are purchasing from us as described on the first page of this Agreement. (f) **Trade-in Vehicle** - Means the Vehicle you are delivering to us as part of this transaction as identified on the first page of this Agreement.

**DEALER'S RIGHT TO INCREASE THE PRICE.** We may increase the price of the Vehicle after we accept this Agreement if the Trade-in Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with a full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

**MANUFACTURER'S DESIGN CHANGES.** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.

**FAILURE TO DELIVER VEHICLE.** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the first page of this Agreement. If you have delivered a Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and we may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the amount you owe to us is greater than the amount of the Deposit/Partial Payment, we will pay the difference to you.

**TRADE-IN VEHICLE INFORMATION.** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate to Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt or lemon buyback Vehicle; that you have the right to sell or otherwise convey such Vehicle; that such Vehicle is free and clear of liens or encumbrances, except as may be noted on the first page of this agreement; that all air pollution control equipment is on the Vehicle and appears properly connected and undamaged; and, unless you; have told us otherwise, that you; have not removed equipment from the Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

**TRADE-IN VEHICLE PAYOFF.** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

**APPRAISAL OF YOUR TRADE-IN VEHICLE.** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle for this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased vehicle.

**FAILURE TO PERFORM OBLIGATIONS.** In the event of any failure by you to perform your obligations under this agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-in Vehicle, we will refund the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. We may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment, we will pay the difference to you.

**OTHER PRODUCTS AND LENDING SOURCES.** You are not required to purchase any other goods or services from us, nor are you required to finance the unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage, cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.

**DEALER ASSISTED FINANCING.** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender.