

ARBITRATION AGREEMENT

This Arbitration Agreement significantly affects your rights in any dispute with us. Please read this Arbitration Agreement carefully before you sign it.

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.**
- IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR A JURY TRIAL.**
- 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.**
- THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.**
- OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**
- EVEN IF A DISPUTE IS ARBITRATED, WE CAN STILL REPOSSESS YOUR VEHICLE IF YOU DO NOT HONOR YOUR CONTRACT OR LEASE AGREEMENT AND YOU OR WE MAY SEEK PROVISIONAL REMEDIES FROM A COURT.**

In this Arbitration Agreement, "you" and "your" refer to the customer(s) signing below, and "we," "us" and "our" refers to U.S. Auto Sales, Inc. and its affiliates (including, but not limited to, USASF Servicing, LLC and U.S. Auto Finance, Inc.). This Arbitration Agreement is, by this reference, incorporated into and becomes a part of the Pre-Qualification Credit Application submitted by you to us.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to the submission, review or decision of this pre-qualification application or any subsequent credit application, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Arbitration Agreement, such as an assignee of any Retail Installment Sales Contract or Credit Agreement) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action. **You expressly waive any right you may have to arbitrate a class action. This is called the "class action waiver."**

You may choose the applicable rules of the American Arbitration Association ("AAA"), JAMS, or another arbitration organization, subject to our approval. We waive the right to require you to arbitrate an individual claim if the amount you seek to recover qualifies as a small claim under applicable law. You may obtain a copy of the rules of the AAA by visiting its web site (www.adr.org) or of JAMS by visiting its website (www.jamsadr.org). You can also refer to the websites to learn how to file for arbitration.

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules of the chosen arbitration organization. The arbitrator shall apply substantive governing law and the applicable statute of limitations. The arbitration award shall be in writing. The arbitration hearing shall be conducted in the federal district in which you reside, or such other place convenient to you as required by the rules of the chosen arbitration organization. If you demand arbitration first, you will pay the filing fee if the chosen arbitration organization requires it. We will advance and/or pay any other fees and costs required by the rules of the chosen arbitration organization.

The arbitrator's award shall be final and binding on all parties. There shall be a limited right to appeal to the

extent allowed by the Federal Arbitration Act. 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.

This Arbitration Agreement relates to an agreement that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.).

Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If any part of this Arbitration Agreement other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Agreement shall be unenforceable. This Arbitration Agreement shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.