

LEASE WITH PURCHASE RIGHTS

**THIS LEASE CONTAINS AN ARBITRATION PROVISIONS (SEE PARAGRAPH 12). UNLESS YOU PROMPTLY REJECT THE ARBITRATION PROVISION (SEE PARAGRAPH 12(a)), THE ARBITRATION PROVISION WILL HAVE SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIAPATE IN A CLASS PROCEEDING.**

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| **Lessor/Owner:** | **Lessee/Potential Purchaser:** | **Store Use Only** |
| «LessorName» | «LesseeName» | App Date: «ApplicationDate» |
| «LessorAddress» | «LesseeAddress» | Delivery Date: «DeliveryDate» |

In this Lease with Purchase Rights (“Lease”), “you” and “your” mean the person(s) signing this Lease as Lessee/Potential Purchaser, and “we”, and “our”, and “us” mean the Lessor/Owner identified above and its successors and assigns.

1. **Leased Property: You are leasing the item(s) described below or on Exhibit A hereto (the “Property”). The Property is new and has not been rented. Item(s): Described in Sales Sheet. The Cash Price of the Property, which is the amount we would charge for a cash sale of the property and also the estimated fair market value of the leased property, equals «LoanAmountPlusAppFee» this amount exceeds the «LoanAmount» retail price of the property quoted by our supplier by the «AppFee» initial payment due at Lease inception. See paragraph 2.**
2. **Payments; Purchase Rights: An initial payment of «AppFee» is due with this lease is signed, and additional payments of «PaymentAmount» are due «PaymentFrequency» starting «PaymentStartDay» «PaymentStartDate», thereafter while the Lease remains in force, commencing no sooner than 3 days from the delivery date. This Lease will end and you will own the property if you make «NumberOfPayments» payments totaling «LoanContractAmount» (the “Total Purchase Price” or Cost of Leased Services”), which represents the initial «AppFee» payment plus «NumberOfPayments» payments of . The difference between the Total Purchase Price and the Cash Price, (known as the “Cost of Rental”) is «CostOfRental». You may purchase the Property at any time during the first 90 days after the property is delivered to you by paying us the Cash Price plus any applicable charges and fees, minus any payments you have made. If one payment in the first 90 days is Returned, the 90 day buyout price increases by the Returned Payment Fee and an additional 10% of the invoice price. If more than one payment is returned in the first 90 days, you no longer have the 90 day buyout option. After this time, you can purchase the Property by paying us any amount then due or overdue (including Returned Payment Fees), plus 65% of the portion of the Total Purchase Price that is not yet due. See Exhibit B for the amount you must pay after each Lease payment to acquire the Property. You will not own the Property until you have paid the total amount required to obtain ownership. The total amount of payments does not include fees, such as Returned Payment Fees.**
3. **Damage to and Protection of Property: During the term of this Lease you are responsible for maintaining the Property in its original condition, ordinary wear and tear accepted. If you acquire ownership of the Property, the manufacturer's warranty will be given to you if the warranty is still in effect and we are allowed to do so. We do not carry any insurance on the Property. If the Property is lost, stolen, damaged or destroyed during the lease term, or you do not return the Property to us when required to do so, you must pay us, in addition to all the other amounts you owe us: (a) the amount you would need to pay to acquire the Property; (b) the fair market value of the Property as of the date it is lost, stolen, damaged, or destroyed; or (c) the cost to repair the Property, whichever is least.**
4. **Default and Reinstatement: You will be in breach of this Lease if you fail to make any payments within seven (7) days after its scheduled date. However, if you voluntarily surrender the Property within fourteen (14) days after we request you to do so in writing, you may reinstate this Lease without losing any of your rights by paying us all the amounts you owe within 180 days after the date of surrender. Upon reinstatement, we will return the Property to you or substitute property with comparable worth, quality and condition, as permitted by law. Reinstatement results in a continuation of this Lease. The reinstatement fee is $0.**
5. **Payment method: As provided in paragraph 11, we will initiate electronic fund transfers ("EFTs") from the account identified below or any substitute bank account of yours (the "Bank Account") for each required payment, including each Returned Payment Fee: Financial Institution: «BankName»; Routing Number: «RoutingNumber» Account no: «CheckingAccountNo»**
6. **Early Termination**: **We may end this lease and recover the Property if you breach this Lease. You may end this lease at any time without penalty by returning the Property to us in accordance with the directions we give you and paying us an amount equal to:(a) any amounts you owe us at the time of termination; plus (b) an amount equal to your next scheduled payment times a fraction equal to (i) the number of days from your latest prior scheduled payment (or the date of this lease if the first regular payment is not yet due) (the prior payment date) to the termination date, divided by (ii) the number of days from the Prior Payment Date to the next scheduled payment date.**
7. **Nature of Obligation**: This is a lease transaction. The initial term of this lease ends when your first periodic payment is due. However, this Lease will renew automatically from scheduled payment date to scheduled payment date unless it is need or you make all the payments required to acquire the Property. You will not own the Property until you make all the scheduled payments of you exercise your early purchase option. If you want to purchase this or similar property now, you should consider cash or credit terms that may be available to you.
8. **Returned Payment Fee**: In the event that any payment you make under this Lease is returned unpaid, you agree to pay us a Returned Payment Fee equal to the lesser or $27 or the maximum permitted by law.
9. **Marketing and Communications: (a) We may share your name and contact information and information about this Lease with our affiliate, One Choice Financial LLC, and with nonaffiliated companies that extend credit to consumers. You have the right to prevent this sharing. To exercise this right, call us at (602) 441-5251. (b) You understand and agree that we may monitor and/or record any of your phone conversations with any of our representatives. (c) We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about your scheduled payments, missed payments and other important information. The telephone messages are played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us permission to call or send a text message to any telephone number you have given us and to play pre-recorded messages or send text messages with information about the Contract over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls or e-mails.**
10. **Miscellaneous**: Entire Agreement: This Lease constitutes the entire agreement between you and us concerning the Property. Assignment: We may sell, transfer, or assign this lease. You may not sell, transfer or assign this Lease without our written consent. You may not sell, assign, mortgage, pawn, pledge, encumber, hock, or otherwise dispose of the Property. You may not remove the Property from your current residence without our written consent. Right to Take Possession: If you are in breach of this Lease or you do not renew, we have the right to take possession of the Property without breaching the peace. You agree to pay all costs we incur in taking possession of the Property to the extent permitted by law. Accord and Satisfaction: Any Statement accompanying your payment to the effect that your balance is paid in full will not bind us. Our deposit of any such payment will not constitute an accord and satisfaction, and we may apply the payment to your account. Insurance: You are not required to purchase insurance for the Property, including insurance from or through us or from any insurer owned or controlled by us. Governing Law: this Lease (but not the Arbitration Provision) is governed by the laws of the State of Arizona without regard to its conflict of law principles. Consumer Report: you understand and agree that we may obtain a consumer report on you in connection with this Lease. Upon your written request, you will be informed whether or not such a report was obtained, and, if so, the name and address of the agency that furnished it.
11. **EFT Authorization:** You authorize us to initiate an EFT over the ACH network (or another network of our choosing) from the Bank Account for any scheduled payment you owe under this Lease on or after its due date. You also authorize us to initiate a separate EFT for any Returned Payment Fee that you owe under this Lease. You agree that we may resubmit any returned EFT as permitted by law and network rules. We are not responsible for any bank fees you incur in connection with returned payments. Instead of or in addition to any of the EFTs described in this section, you also authorize us to process any EFTs you subsequently confirm by phone, text message or email. In the event that we make an error in processing an EFT, you authorize us to initiate an EFT to or from your Bank Account to correct the error. You may terminate this authorization to initiate EFTs, update the Bank account information or change your scheduled payment dates with our permission (which we will typically grant if the new payments coincide with the dates you receive payments and do not materially increase the Lease term) by calling us at (602) 441-5251, emailing us at info@usatitleloansllc.com or writing us at «LessorAddress». We will honor your termination or modification request so long as you make this request at least three business days before the scheduled payment or far enough in advance for us to reasonably act on it. If any payment cannot be obtained by EFT, you remain responsible for such payment. You authorize us to create and process drafts against Bank Account, instead of EFTs, if you terminate this authorization to initiate EFTs.
12. **Arbitration Provision**: (a) Effect of Arbitration Provision; Right to Reject. (i) Unless prohibited by applicable law and unless you reject the Arbitration Provision in accordance with subsection (a)(ii) below, you and we agree that either party may elect to arbitrate or require arbitration of any Claim under this Arbitration Provision. (ii) if you do not want this Arbitration Provision to apply, you may reject it within 30 days after the date of this Lease by delivering to us at «LessorAddress», Attn: Arbitration Opt-Out, a written and signed rejection notice which: (A) provides your name and address and the date of this Lease; and (B) states that you are rejecting the Arbitration Provision in this Lease. If you want proof that you sent such a notice, you should send the rejection notice by "certified mail, return receipt requested." If you do, we will reimburse you for the postage upon your request. Nobody else can reject arbitration for you (except an attorney at law you have personally retained); this is the only way you can reject arbitration. Your rejection of arbitration will not affect your right to this Lease or the terms of this Lease apart than this Arbitration Provision.

(b) Certain Definitions. As used in this Arbitration Provision, the following terms have the following meanings:

(i) References to "we", "us", and "our" include our "Related Parties" - all our parent companies, subsidiaries and affiliates, and our and their employees, directors, officers, shareholders, governors, managers and members. Our "Related Parties" also include third parties that you bring a Claim against at the same time you bring a Claim against us or any other Related Party, including, without limitation, the merchant who sold us the Property we then leased to you.

(ii)"Claim" means any claim, dispute or controversy between you and us (including any Related Party) that arises from or relates in any way to this Lease or the Property (Including any amendment, modification or extension of this Lease); any prior lease between you and us and/or the property subject to a prior lease; any of our marketing, advertising, solicitations and conduct relating to this Lease, the Property and/or prior lease and related property; our collection of any amounts you owe; or our disclosure or failure to protect any information about you. "Claim" is to be given the broadest reasonable meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on constitution, statue, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court of your state's equivalent court, unless such action in transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subsections (f)(iii), (f)(iv) and/or (f)(v) (the "Class Action and Multi-Party Claim Waiver"), the last sentence of subsection (j) and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Lease as a whole is for the arbitrator, not a court, to decide.

(iii)"Proceeding" means any judicial or arbitration proceeding regarding any Claim. "Complaining Party" means the party who threatens or asserts a Claim in any Proceeding and "Defending Party" means the party who is subject of any threatened or actual Claim. "Claim Notice" means written notice of a Claim from a Complaining Party to a Defending Party.

(c) Arbitration Election; Administrator; Arbitration Rules.

(i) A Proceeding may be commenced after the Complaining Party complies with subsection (k). The Complaining Party may commence the Proceeding either as a lawsuit or arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this subsection (c). If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of the Claim(s) asserted in the lawsuit. If the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may then elect to demand arbitration. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If you demand that we arbitrate a Claim initially brought against you in a lawsuit, your demand will constitute your consent to arbitrate the Claim with the administrator of our choice, even if the administrator we choose does not typically handle arbitration proceedings initiated by the consumer.

(ii) Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org: JAMS, 620 Eighth Ave, 34th Floor, New York, NY 10018, www.jamsadr.org; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an arbitration administrator by mutual consent, the administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years or experience or a retired judge unless the parties agree otherwise.

(d)Non-Waiver. Even if all parties have elected to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision:

(e) Location and Costs. The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that you attend will take place in a location that is reasonable and convenient for you. We will consider any good faith request you make for us to pay the administrators or arbitrator's filing, administrative hearing and/or other fees if you cannot obtain a waiver of such fees from the administrator and we will not seek or accept reimbursement of such fees we agree to pay. We will also pay any fees or expenses we are required by law to pay or that we must pay in order for this Arbitration Provision to be enforced. We will pay reasonable fees and costs you incur for your attorneys, experts and witnesses if you are the prevailing party in an Arbitration Proceeding or if we are required to pay such amounts by applicable law or by the administrator's rules. The arbitrator shall not limit the attorneys' fees to which you are entitled because your Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

(f) **No Class Actions or Similar Proceedings; Special Features of Arbitration. IF YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR A JURY DECIDE THE CLAIM; (ii) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (iii) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (iv) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (v) JOIN OR CONSOLIDATE CLAIMS INVOLVING YOU WITH CLAIMS INVOLVING ANY OTHER PERSON. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION**.

(g) Getting Information. In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

(h) Effect of Arbitration Award. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (i) any appeal right under the Federal Arbitration Act, 9, U.S.C. section 1 et seq. (the "FAA"); and (ii)Claims involving more than $50,000 (including claims that may be reasonably require injunctive relief costing more than $50,000). For Claims involving more than $50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with subsection e of this Arbitration Provision.

(i) Governing Law. The Lease involves interstate commerce and this Arbitration Provision shall be governed by the FAA, and not Federal or state rules or civil procedure or evidence or any state laws that pertain specifically to arbitration. To the extent that the state law bears on the enforceability of this Arbitration Law, Arizona Law shall govern. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, at attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(j) Survival, Severability, Primacy. In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules or the rest of this Lease, the Arbitration Provision will govern. This Arbitration Provision shall survive the full payment of any amounts due under this lease; any rescission or cancellation of this Lease; any exercise of self-help remedy; our sale or transfer of this lease or our rights under this Lease; any legal proceedings by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply. However, if the Class Action and Multi-Party Claim Waiver is declared invalid in a proceeding between you and us, without any impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding.

(k) Pre-Dispute Resolution Procedure. Before a complaining Party asserts a Claim in any Proceeding (including as an individual litigant or as a member or representative of any class or proposed class), the Complaining Party shall give the Defending Party: (1) a Claim notice providing at least 30 days' written notice of the Claim and explaining in reasonable detail the nature of the Claim and supporting facts; and (ii) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. if you are the Complaining Party, you must send any Claim Notice to us at «LessorAddress», Attn: Legal Dispute (or such other address as we shall subsequently provide to you). If we are the Complaining Party, we will send the Claim Notice to you at your address appearing in our records or, if you are represented by an Attorney, to your attorney at his or her office address. If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of this Arbitration Provision. Neither the Complaining party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of subsection (I) of this Arbitration Provision). No Settlement demand or settlement offer may be used in any Proceeding as evidence or as admission of any liability or damages.

(l) Special Payment. If:(i) you submit Claim Notice in an Arbitration Proceeding on your behalf (and not on behalf of any other party) and comply with all requirements (including timing and confidentiality requirements) of subsection (k); (ii) we refuse to provide you with the money damages you request; and (iii) the arbitrator issues you an award that is greater than the latest money damages you requested at least ten days before the date before the arbitrator was selected, then we will pay you the amount of the award or $7500 whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this $7500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of $7500 are not contemplated by this subsection l.

**NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THIS LEASE YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. (3) YOU HAVE THE RIGHT TO EXERCISE AN EARLY PURCHASE OPTION THAT WILL RESULT IN A LOWER COST TO ACQUIRE OWNERSHIP. BY SIGNING THIS LEASE: (1) YOU AGREE TO ALL ITS TERMS, INCLUDING THE EFT AUTHORIZATION (PARAGRAPH 11) AND ARBITRATION PROVISION (PARAGRAPH 12); AND (2) YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.**

{{Sig\_es\_:signer1:signature}} {{Dte\_es\_:signer1:date}}

Lessee/Prospective Purchaser Date

Intending to be legally bound, One Choice Financial causes this Lease to be signed on its behalf.

## Payment Schedule

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| --- | --- | --- | --- | --- |
| Payment Number | Payment Date | Payment Amount | Total Paid | Balance |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| «RangeStart:Payments»«PaymentNumber» | «PaymentDate» | «PaymentAmount» | «TotalPaid» | «Balance»«RangeEnd:Payments» |