



LOAN AGREEMENT AND CONSUMER CREDIT DISCLOSURE STATEMENT ("Agreement")

Borrower(s): ANDREW B SHARP 212 THOMSOM SQ MOUNTAIN VIEW, CA 94043	Lender: Provident Credit Union 303 Twin Dolphin Drive Redwood City, CA 94065 800-632-4600
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ANNUAL PERCENTAGE RATE <small>The cost of Your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost You.</small>	AMOUNT FINANCED <small>The amount of credit provided to You or on Your behalf.</small>	TOTAL OF PAYMENTS <small>The amount You will have paid when You have made all scheduled payments.</small>	Date	Member Number
6.500%	14,534.26	67,853.27	82,387.53	9/28/2023	14599983

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
71	\$1,144.28	MONTHLY
1	\$1,143.65	BEGINNING ON 11/15/2023 10/15/2029

UNPERFECTED COLLATERAL PENALTY RATE. If, for any reason, the Credit Union's Security Interest in the Collateral designated in this Agreement (or in any separate document such as a Security Agreement, Assignment, Pledge or similar document) is not perfected (with the Credit Union named as first or senior lienholder) within one-hundred-twenty (120) days from the date of this Agreement, as shown above, then the simple interest rate applicable to Your entire balance existing at that time and in the future will be immediately increased to 18.00 %. Such increase will result in an increase in the amount of Your regularly scheduled payment, and will remain in effect until Our security interest in the Collateral is perfected, at which time Your Interest Rate will return to the simple Variable Rate shown elsewhere in this Agreement. In addition to this increase in Your Interest Rate, We will also add an Unperfected Collateral Penalty Fee FINANCE CHARGE of \$25.00 to the increased payment amount each month thereafter while Our security interest in the Collateral remains unperfected. For example, if You have a loan for \$10,000 for 60 months with an initial variable simple Interest Rate of 5.75%, and Your Interest Rate increased to 18.00% after one-hundred-twenty (120) days, Your regularly scheduled payment would increase from \$192.16 in the first (1st) month to \$249.80 in the fifth (5th) month, to which We would add the \$25.00 Unperfected Collateral Penalty Fee FINANCE CHARGE, for a total monthly payment of \$274.80 beginning in the fifth (5th) month.

You may obtain property insurance from anyone You want that is acceptable to the Credit Union.

Prepayment: If You pay off early, You will not have to pay a penalty.

Required Deposit: The Annual Percentage Rate does not reflect Your required deposit.

Late Charge: If Your payment is more than 10 days late, You will be charged the greater of \$10.00 or 5.00% of the payment due.

Assumability: Your loan is not assumable.

Security: You are giving a security interest in:

Filing Fee \$ 15.00 **Non-Filing Insurance \$** _____

The goods or property being purchased.

Personal property (other than household goods or any dwelling) securing other loans with Us.

See Your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Your present and future shares or deposits in the Credit Union.

Other See Security Interest Section on Page 3

This is a fixed-rate loan with a simple Interest Rate of 6.500% % This is a variable-rate loan with a present simple Interest Rate of _____ %

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$ 67,853.27	\$ 0.00	\$ 0.00	\$ 0.00
Amount Paid to Others on Your Behalf:	To: AUDI FINANCIAL <u>\$67,838.27</u>	To: DMV FEE	<u>\$15.00</u>
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____
	To: _____	To: _____	\$ _____

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ADDITIONAL PROVISIONS OF LOAN AGREEMENT

1. **PROMISE TO PAY.** You promise to pay the amount borrowed, plus interest, other permitted charges and fees to the order of the Provident Credit Union ("Lender") or assignee, according to the terms of this Agreement (including those set forth in the Federal Truth-in-Lending Disclosure). Numbers, phrases or words preceded by a are applicable only if the is marked, e.g. . In this Agreement, the use of the words "Credit Union," "We," "Us" and "Our" mean the Provident Credit Union. The Borrower(s) and any Co-Signer(s) of the Agreement, individually and collectively, are sometimes referred to as "You" or "Your." (e) means estimate, (n/a) means not applicable.
2. **LIABILITY OF PARTIES.** Each person who signs this Agreement as a Borrower or Co-Signer or who endorses or negotiates the loan proceeds check related to this Agreement (other than a Dealer/Payee) and whose name appears in this Agreement as Borrower or Co-Borrower agrees to be individually and jointly obligated to pay Your loan in accordance with the terms and conditions of this Agreement. Any person who signs this Agreement or the loan proceeds check related to this Agreement and checks the box preceding "Owner of Collateral (other than Borrower)" does so voluntarily and solely to give a security interest in the Collateral shown in the Security Interest section in this Agreement, but is not personally liable for any indebtedness created by this Agreement.
3. **INTEREST.** Interest will be charged on the unpaid balance of Your loan at the Simple Interest Rate (or at a rate computed according to the Unperfected Collateral Penalty Rate provision) designated in this Agreement until Your balance is paid in full. Any payment may be made early without penalty, and any early payments will have the result of reducing the total amount of interest paid. Any payment made after the due date will have the result of increasing the total amount of interest paid.
4. **PAYMENTS.** Your payments are to be made in lawful money of the United States according to the Payment Schedule (adjustable to correlate to interest rate changes as computed according to the Unperfected Collateral Penalty Rate provision) in this Agreement. Any partial prepayment of Your loan will not delay Your next scheduled payment. If, when You pay Your last scheduled payment, the amount You pay exceeds Your loan balance, then You give the Credit Union permission to deposit the excess to Your share account.
5. **COLLATERAL.** The Credit Union has been granted a security interest or lien in or upon the Collateral designated in this Agreement or in a separate document such as a Security Agreement, Assignment, Pledge or similar document (the subject matter of such a security interest or lien is referred to as "Collateral" in this Agreement). Except for the Credit Union's security interest or lien, the Collateral is owned free and clear from any adverse claim, security interest or encumbrance other than as now disclosed to the Credit Union. Without the express written consent of the Credit Union, no other liens, security interests or encumbrances will be allowed to attach to the Collateral. You agree to inform the Credit Union immediately if the Collateral is to be moved from Your address shown in this Agreement or at such other address at which You have informed the Credit Union the Collateral is now located. The Collateral shall not be sold or ownership otherwise transferred and at all times the Collateral shall be kept in good repair. The Collateral shall not be used for any unlawful purpose. The Credit Union shall receive the full cooperation of the Borrower, Co-Signer or Owner in obtaining everything that We require to place and/or maintain Our security interest in and/or lien on the Collateral. The Credit Union may examine and inspect the Collateral at any time wherever located. All taxes or assessments, including without limitation any fees required or assessed by any County or State offices, on the Collateral shall be paid as they come due, and if not paid, the Credit Union may pay them and shall be entitled to reimbursement or, alternatively, to add any amount so paid to the unpaid balance of Your loan subject to the applicable interest rate.

Collateral (other than household goods or any dwelling) given as security under this Agreement or for any other loan You may have with Us will secure all amounts You owe Us now and in the future if that status is reflected in the "Truth-in-Lending Disclosure" in any particular Agreement evidencing such debt.

6. **LIEN ON SHARES.** If shares or deposits are pledged as Collateral for this loan, You understand that the balance in Your account(s) on deposit with the Credit Union must be kept at least equal to the balance of Your loan until Your loan is repaid in full. We may, however, permit You to maintain or reduce Your account balances below Your loan balance. If You are in default, the Credit Union may apply all shares (except Keogh accounts and IRA accounts) then on deposit to Your loan up to an amount sufficient to repay Your loan.
7. **PROPERTY INSURANCE.** You promise to maintain property insurance in an amount necessary to protect Our security interest in the Collateral (subject to a deductible not exceeding \$1,000.00), with Us named as loss payee for Our protection. Such insurance shall protect against loss by fire, theft and collision and will provide "all risks" hull insurance in the case of aircraft or boats and accessories thereto, if any. You may provide the required property insurance through an existing policy or by a policy You independently obtain and pay for from a person of Your own choosing, providing such person is reasonably acceptable to Us. You agree to deliver satisfactory evidence of the insurance policy to Us within any time period specified in any notice from Us or on Our behalf. If You do not get or keep this insurance, We may, at Our sole option, obtain insurance to protect Our interest and add its costs to Your loan and You agree to pay for it (by such means as increasing Your payment or increasing Your loan term). We are under no obligation to obtain insurance on Your behalf. If We do obtain insurance, the cost of obtaining that insurance may be added to Your loan balance, subject to the applicable interest rate. We have the authority to obtain, adjust, settle or cancel insurance and may endorse any party's name on any draft.

Unless You provide evidence of the insurance coverage required by Your Agreement with Us, We may purchase insurance at Your expense to protect Our interests in the Collateral. This insurance may, but need not, protect Your interests. The coverage that We purchase may not pay any claim that You make or any claim that is made against You in connection with the Collateral. You may later cancel any insurance purchased by Us, but only after providing evidence that You have obtained insurance as required by this Agreement. If We purchase insurance for the Collateral, You will be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges We may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to Your total outstanding balance or obligation. The costs of the insurance may be more than the costs of insurance You may be able to obtain on Your own.

8. **DEFAULT.** Your loan shall be in default if any of the following occurs: (a) You do not make any payment or perform any obligation under this Agreement (including without limitation, payment of any County or State fees necessary for naming the Credit Union as the sole lien holder), or any other agreement that You may have with the Credit Union; or (b) You have made a false or misleading statement in Your credit application and/or in Your representations to the Credit Union while You owe money on this loan; or (c) You should die, or be involved in any insolvency, receivership or custodial proceeding brought by or against You; or (d) a judgment or tax lien should be filed against You or any attachment or garnishment should be issued against any of Your property or rights, specifically including anyone starting an action or proceeding to seize any of Your funds on deposit with the Credit Union; and/or (e) the Credit Union should, in good faith, believe Your ability to repay Your indebtedness hereunder is or soon will be impaired, time being of the very essence.

Upon any occurrence of default, and to the extent permitted by law, We may declare the entire balance of Your loan immediately due and payable, without prior notice or demand. If the entire balance is not then paid immediately upon default, and if permitted by law, the Collateral shall be voluntarily surrendered to the Credit Union at a time and place acceptable to it. If this is not done, to the extent permitted by law, the Credit Union may enter the premises where the Collateral is located and take possession of it and the Credit Union may assert the defense of a superior right of possession as the holder of a security interest to any offense of alleged wrongful taking and conversion. The Credit Union may sell or dispose of the Collateral in any manner permitted by law, and any resulting deficiency on Your loan shall be immediately paid to the Credit Union. In the event collection efforts are required to obtain payment on this account, You agree to pay all court costs, private process server fees, investigation fees or other costs incurred in collection and reasonable attorneys' fees incurred in the course of collecting any amounts owed under this Agreement or in the recovery of any Collateral.

As permitted by law, We have the right to impress and enforce a statutory lien against Your shares on deposit with Us (other than those deposits established under a governmental approved tax deferral plan such as an IRA or Keogh account), and any dividends due or to become due to You from Us to the extent that You owe on any unpaid balance on Your Account and We may enforce Our right to do so without further notice to You. Additionally, You agree that We may set-off any mutual indebtedness.

9. **ASSUMABILITY.** Your loan is not assumable.
10. **DELAY IN ENFORCEMENT.** We do not lose Our rights under this or any related agreement if We delay enforcing them. We can accept late payments, partial payments, or any other payments, even if they are marked "paid in full" without losing any of Our rights under this Agreement. If any provision of this or any related agreement is determined to be unenforceable or invalid, all other provisions remain in full force and effect.
11. **UPDATING AND DISCLOSING FINANCIAL INFORMATION.** You will provide facts to update information contained in Your original Account application or other financial information related to You upon Our request. You also agree that We may, from time to time, as We deem necessary, make inquiries pertaining to Your employment, credit standing and financial responsibility in accordance with applicable laws and regulations. You further agree that We may give information about the status and payment history of Your Account to consumer credit reporting agencies, a prospective employer or insurer, or a state or federal licensing agency having any apparent legitimate business need for such information.

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ADDITIONAL PROVISIONS OF LOAN AGREEMENT (continued)

- 12. **WRITTEN NOTIFICATIONS.** Except as otherwise provided in this Agreement and subject to applicable law, notices are to be given in writing. All notices furnished by Us to You shall be deemed given when placed in an envelope addressed to You at Your last known address and deposited in the United States mail, postage prepaid. Similarly, all notices furnished by You to Us shall be deemed given when placed in an envelope addressed to Us at P.O. Box 8007, Redwood City, CA 94063-0907 and deposited in the United States mail, postage prepaid.
- 13. **SKIP PAYMENT.** If Your loan is in good standing, We may allow You to skip certain payments each year. You will be notified in advance when You will have the option to skip a Scheduled Payment. You will not be charged a Late Charge for any Scheduled Payments that We allow You to skip. However, Finance Charges will continue to accrue on Your unpaid balance as set forth in this Agreement. You may continue to make Your regular Scheduled Payments during any Skip Payment period, and if You do, You will reduce the total amount of Finance Charges that You will have to pay. The notice sent to You immediately following the Skip Payment period will indicate when Your next Scheduled Payment is due. At that time, Your Scheduled Payments will return to their regularly scheduled amounts and due dates as specified in this Agreement. In the event that You skip any Scheduled Payment as provided in this Section 13, the term of Your loan will be extended, and You will be required to continue making payments as specified in this Agreement until You have repaid the entire outstanding balance of Your loan. You may opt out of this program by contacting Us.

If You have obtained optional Guaranteed Asset Protection ("GAP") coverage on Your loan under the terms of any separate GAP coverage agreement, You understand that skipping or otherwise deferring any regularly scheduled payment(s) will not affect the terms and conditions of the GAP coverage agreement. Further, You understand that any payment skipped means that a payment is not paid in accordance with the terms of the GAP coverage agreement, and that the GAP coverage does not cover the amount of any payments that may be skipped during the term of Your loan. In event of a GAP coverage claim, an amount equal to any payments You have elected to skip may be deducted from any GAP benefit that would otherwise be payable. Consult Your original GAP contract for additional information.
- 14. **DEBT PROTECTION.** Debt protection is not required for any extension of credit under this Agreement. However, You may purchase any debt protection available through Us. If You elect to do so, You will be given the necessary disclosures and documents separately.
- 15. **GOVERNING LAW.** You understand and agree that this Agreement will be governed by the laws of the State of California, except to the extent that federal law controls.

Security Interest. To secure all obligations of Borrower(s) hereunder to the Credit Union, You give a security interest and lien in and upon the following property, including any and all accessions, related insurance proceeds or insurance premium refunds.

Year	Make	Model	V.I.N./Serial No.	Key/Lic. No.
2021	AUDI	RS 6	WUA1CBF28MN904884	

Other
PURPOSE_DESCRIPTION

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NOTICE TO BORROWER AND ANY CO-BORROWER

By endorsing or negotiating the loan proceeds check related to this Agreement, or authorizing Us to deposit Your loan proceeds directly in Your deposit account with Us, or (in the case of a loan containing only disbursements to third parties) disbursing funds to the designated third parties: (1) You accept and agree to the terms of this Agreement; (2) You grant Us a security interest or lien in or upon any Collateral designated in this Agreement; and (3) You promise to obtain and maintain property insurance (if applicable) according to the Property Insurance provision above and any "Agreement to Provide Insurance" given to You along with this Agreement.

If You do not agree to any of the terms of this Agreement, do not endorse the loan proceeds check and return this Agreement and check to Us immediately at the address shown on the front of the check.

Further paragraphs of this Agreement are set forth on pages 1, 2 and 3 and You agree to be bound by all of the provisions of this Agreement.

NOTICE: You understand and agree that by endorsing or negotiating check number _____, that You acknowledge receiving a copy of this Agreement (and Exhibits, if any) that You have read it in its entirety and that You accept and agree to all of the terms thereof including the provisions set forth on the separate Pages titled "Additional Provisions of Agreement".

Signatures: You have signed this Agreement on 9/28/2023 and You acknowledge that You have read it, that You understand it, and that You have received a completely filled-in copy of it.

DocuSigned by:
X ANDREW B SHARP September 28, 2023 | 5:29:19 PM PDT
Signature of Borrower Owner of Collateral (other than Borrower)
7144DB3408B94BB...

X Signature of Borrower Owner of Collateral (other than Borrower) X Witness

Co-Signer: You understand that You are fully liable to pay any amounts due under this Agreement. The Credit Union does not have to make any demand on any other person obligated under this Agreement, nor take any steps to repossess any Collateral before demanding that You pay any amount. You have read this entire Agreement, You understand it, and You agree to be bound by all of the terms.

Name of Co-Signer (Please Print) X Signature of Co-Signer _____ Date _____

Street Address City County State Zip

Name of Co-Signer (Please Print) X Signature of Co-Signer _____ Date _____

Street Address City County State Zip