

ALLY ARBITRATION AGREEMENT

This relates to the retail installment sale contract/lease agreement dated _____ (month/date/year) between the Buyer/Lessee (and Co-Buyer/Co-Lessee, if applicable) ("you") and the Dealer signing below.

**PLEASE REVIEW - IMPORTANT - LIMITS YOUR LEGAL RIGHTS TO
SUE AND APPEAR IN COURT**

YOU UNDERSTAND AND AGREE THAT:

- . YOU ARE GIVING UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL;**
- . YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT;**
- . YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED;**
- . EITHER OF US MAY CHOOSE TO HAVE A DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT;
AND**
- . YOU GIVE UP ANY RIGHT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS ACTION AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION AND ANY RIGHT TO CONSOLIDATE INDIVIDUAL ARBITRATIONS IF A DISPUTE IS ARBITRATED.**

You or we (including any Assignee of the retail installment sale contract/lease agreement) may elect to resolve any Claim individually by neutral, binding arbitration and not by a court action. "Claim" means any claim, dispute or controversy arising from or relating to:

1. the credit application;
2. the sale/lease of the vehicle;
3. the condition of the vehicle;
4. the retail installment sale contract/lease agreement, including the interpretation and scope of this arbitration provision;
5. any insurance, maintenance, service or other contracts you purchased in connection with this sale/lease; or
6. any related transaction or relationship.

This includes any Claim based on common or constitutional law, contract, tort, statute or otherwise between you and us or our employees, agents, successors, assigns or affiliates.

You may choose one of these arbitration organizations and its applicable rules: the American Arbitration Association, 120 Broadway, 21st Floor, New York, NY 10271 (www.adr.org), JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 (www.jamsadr.com), or, subject to our reasonable approval, any other arbitration organization. You may get a copy of the applicable rules of these organizations by contacting them or visiting their websites.

Any Claim is to be arbitrated by a single arbitrator on an individual basis and not on a class basis. The arbitrator shall be an attorney with at least ten (10) years experience and familiar with consumer credit law or a retired judge. The arbitrator shall apply governing substantive law in making any award. The arbitrator will decide any dispute regarding the arbitrability of a Claim. The arbitration hearing will be conducted in the federal district in which you reside, or, if you and we consent, by telephone. You and we will pay the filing, arbitrator, and other administrative fees in accordance with the rules and procedures of the chosen arbitration organization. If the rules of the chosen arbitration organization do not specify how fees must be allocated, we will pay the filing, arbitrator, and other administrative fees up to \$5,000, unless the law requires us to pay more. 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. You and we will each be responsible for our own attorney, expert and other fees, unless such fees are 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 will govern the Claim. You and we expressly agree that this arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq., to the exclusion of any different or inconsistent state or local law.

Any award by the arbitrator shall be in writing and will be final and binding subject to any limited right to appeal under the FAA.

We retain any right to self-help remedies, such as repossession. We do not waive any right to arbitrate by using self-help remedies, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. You or we may seek remedies in small claims court on an individual basis for any Claim within the court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any court having jurisdiction may enter judgment on the arbitrator's award. Excluding the agreement to arbitrate on an individual basis and not on a class basis, if any part of this arbitration provision is deemed or found to be unenforceable for any reason, the remainder of the arbitration provision will remain in full force and effect. If the agreement to arbitrate on an individual basis and not on a class basis is deemed or found to be unenforceable in a case in which class action allegations have been made, the remainder of this arbitration provision will be unenforceable.

AGREEMENT TO ARBITRATE. By signing below, you confirm that you or we may elect to resolve any Claim by neutral, binding arbitration and not by a court action.

BUYER/LESSEE _____

CO-BUYER/CO-LESSEE _____

DEALER _____ By _____

DATE: _____
(Month) (Day) (Year)