

DG 14-____

Re: Concord Steam Corporation

Verified Petition for Approval of Issuance of Securities Pursuant to RSA 369:1 And Waiver of Requirements of Puc 1107. 02

Attachment A

ODOMETER DISCLOSURE STATEMENT

CUST#: 1132875

STOCK: FST1639

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, GRAPPONE FORD/MAZDA state that the odometer now
(TRANSFEROR'S NAME - PRINT)

reads 98 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

(2) I hereby certify that the odometer reading is **NOT** the actual mileage.
WARNING — ODOMETER DISCREPANCY.

MAKE FORD
MODEL F150 BODY TYPE PKUP
VEHICLE IDENTIFICATION NUMBER 1FTFW1ET5DFC84035
YEAR 2013
TRANSFEROR'S NAME GRAPPONE FORD/MAZDA
(PRINTED NAME)
TRANSFEROR'S ADDRESS 506 STATE ROUTE 3A
(STREET) BOW, NH 03304
(CITY) (STATE) (ZIP CODE)
TRANSFEROR'S NAME X Suzy Dow
(SIGNATURE)
DATE OF STATEMENT 06/04/14
TRANSFeree'S NAME CONCORD STEAM CORP
TRANSFeree'S ADDRESS PO BOX 2520
(STREET) CONCORD NH 03302
(CITY) (STATE) (ZIP CODE)
TRANSFeree'S NAME X Ma G. S. S.
(SIGNATURE)
CONCORD STEAM CORP
(PRINTED NAME)

Established 1924

grappone

AUTOMOTIVE GROUP

VEHICLE INVOICE

 GRAPPONE FORD/MAZDA
 506 STATE ROUTE 3A
 BOW, NH 03304

 1132875
 DEAL# 6035273
 STK#: FST1639

SOLD TO:

CONCORD STEAM CORP

DATE 04 JUN 2014

ADDRESS

 PO BOX 2520
 CONCORD NH 03302-2520
 (603)224-1461

SALESMAN 5379 ORLANDO JR, JO

 ODOMETER 98
 KEY#

5831 SMITH JR, ROBEI

MAKE	YEAR	MODEL	BODY STYLE	COLOR	NEW OR USED	STOCK #	SERIAL NO. (VIN NO.)
FORD	2013	F150	PKUP	RED	NEW	FST1639	1FTFW1ETSDFC84035

OPTIONAL EQUIPMENT and ACCESSORIES

GROUP

DESCRIPTION

PRICE

PRICE OF VEHICLE

38671.00

Administration Fee

369.00

TOTAL CASH PRICE

39040.00

FINANCING
INSURANCE

3938.72

TOTAL TIME PRICE

42978.72

SETTLEMENT:

REBATE

5500.00

DEPOSIT/CASH ON DELIVERY

TRADE IN 2000.00

2000.00

LESS LIEN

YEAR 2001

MAKE FORD

MODEL F150

BODY PKUP

SER. NO. 1FTRW08L91KA22752

PAYMENTS:

48 AT \$ 739.14

35478.72

AT \$

NAME OF FINANCE COMPANY:

FORD MOTOR CREDIT CO

ATLANTA GA 30346-5704

TOTAL

42978.72

 N.H.A.D. SERVICES, INC. • 1-800-852-3372
 167628

CONCORD STEAM CORP.

CONCORD STEAM CORP

DEALER REPRESENTATIVE

WE-OWE:



STATE OF NEW HAMPSHIRE
DEPARTMENT OF SAFETY
DIVISION OF MOTOR VEHICLES
BUREAU OF TITLE AND ANTI-THEFT
CONCORD, N.H. 03305

STK# FST1639
CUST# 1132875

C.T.A. NUMBER 15619204

APPLICATION FOR
CERTIFICATE OF TITLE
FORM TDMV 23 (REV. 08/12)

THIS IS NOT A CERTIFICATE OF TITLE

MAKE CHECK PAYABLE TO: ► STATE OF NEW HAMPSHIRE - DMV ◀

APPLICATION COMPLETED
BY: (Check One Below)

☐ TOWN CLERK
☒ LICENSED DEALER
☐ LENDING INSTITUTION
☐ OTHER _____

TITLE WILL BE MAILED TO LIEN
HOLDER IF SO LISTED (SEE ITEM 22)

DO NOT TYPE IN THIS SPACE

APPROVED BY _____

SUSPENDED BY _____

LICENSE #		LICENSE #	
1. OWNER'S NAME(S) (LAST, FIRST, MIDDLE) CONCORD STEAM CORP			
STREET OR BOX NO. PO BOX 2520		2. <input type="checkbox"/> JOINT TENANCY WITH RIGHTS OF SURVIVORSHIP	
CITY OR TOWN CONCORD	STATE NH	ZIP CODE 03302	3. VEHICLE POWERED BY GAS <input checked="" type="checkbox"/> DIESEL <input type="checkbox"/> ELECTRIC <input type="checkbox"/> PROPANE <input type="checkbox"/> OTHER <input type="checkbox"/>
4. LEGAL RESIDENCE IF OTHER THAN MAILING ADDRESS (OR LESSEE) 123 PLEASANT ST CONCORD NH 03301		DATE(S) OF BIRTH MO./DAY/YR. 1. 2.	
5. VEHICLE IDENTIFICATION NO. 1FTFW1ET5DFC84035		6. PURCHASED NEW (X) USED () DEMO ()	
7. MAKE OF VEHICLE FORD	8. MODEL NAME OR NUMBER F150	9. BODY TYPE PKUP	10. VEHICLE COLOR(S) RED
11. YR. OF MFG 2013	12. MODEL YR. 2013	13. NO. OF CYLINDERS 6	14. GROSS WEIGHT 2
15. TITLE NO. MCO		16. STATE NH	
17. N.H. LICENSED DEALER'S SIGNATURE <i>Suzanne</i>		18. DEALER NO. #1	
19. ODOMETER-ACTUAL MILEAGE 98		20. SELLER'S NAME(S) & ADDRESS GRAPPONE FORD/MAZDA 506 STATE ROUTE 3A BOW, NH 03304	
21. DATE OF PURCHASE MO./DAY/YR. 04 JUN 2014		22. FIRST LIENHOLDER'S NAME (IF NONE, TYPE NONE) FORD MOTOR CREDIT CO 3533	
23. DATE OF LIEN MO./DAY/YR. 04 JUN 2014		#	
24. SECOND LIENHOLDER'S NAME(S) & ADDRESS NONE		25. DATE OF LIEN MO./DAY/YR.	

THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIENS

I/WE CERTIFY THAT ALL LIENS ON THIS VEHICLE ARE LISTED ABOVE. SIGNATURE(S) MUST AGREE WITH OWNER(S) NAMED IN BOX 1.

26. OWNER'S SIGNATURE(S) READ PENALTY BEFORE SIGNING

27. DATE SIGNED
MO./DAY/YR.

X *Mark E. Saltsman* V.P. X

04 JUN 2014

IF THE OWNER IS A CORPORATION, PARTNERSHIP OR OTHER ASSOCIATION, THE PERSON SIGNING ON BOX 26 MUST CERTIFY BELOW, UNDER PENALTY OF PERJURY, THAT HE IS AUTHORIZED TO SIGN ON BEHALF OF THE OWNER.

I, MARK E. SALTSMAN HEREBY CERTIFY BELOW THAT I AM AN AGENT AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF
OF CONCORD STEAM CORP, THE OWNER NAMED IN BOX 1

PENALTY:

A PERSON WHO, WITH FRAUDULENT INTENT, USED A FALSE OR FICTITIOUS NAME OR ADDRESS, OR MAKES A MATERIAL FALSE STATEMENT, OR FAILS TO DISCLOSE A SECURITY INTEREST, OR CONCEALS ANY OTHER MATERIAL FACT, IN AN APPLICATION FOR A CERTIFICATE OF TITLE, OR IN ANY PROOF OR STATEMENT OF WRITING IN CONNECTION THEREWITH, SHALL BE GUILTY OF A CLASS B FELONY IF A NATURAL PERSON, OR GUILTY OF A FELONY IF ANY OTHER PERSON.

LAW 553-NH-ARB-e 12/12**RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE**Dealer Number N/A Contract Number N/A

Buyer Name and Address (Including County and Zip Code) CONCORD STEAM CORPORATION 123 PLEASANT STREET Concord, NH 03301 MERRIMACK	Co-Buyer Name and Address (Including County and Zip Code) N/A	Creditor-Seller (Name and Address) JOHN GRAPPONE, INC 506 STATE 3 A BOW, NH 03304
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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 Creditor - Seller (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/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
New	2013	Ford F-150	1FTFW1ET5DFC84035	Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> <u> N/A </u>

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
5.77 %	\$ 3,938.72	\$ 31,540.00	\$ 35,478.72	\$ 7,500.00 is \$ 42,978.72

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
48	\$ 739.14	Monthly beginning 07/19/2014

Or As Follows:
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). 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.

Returned Check Charge: You agree to pay a charge of \$ 25.00 if any check you give us is dishonored.

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge not in excess of 5 % of the part of the payment that is late.

Prepayment. If you pay off all your debt 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.

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.

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.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ N/A sales tax) \$ 39,040.00 (1)

2 Total Downpayment =

Trade-in	2001	Ford	F-150
(Year)	(Make)	(Model)	

Gross Trade-In Allowance \$ 2,000.00

Less Pay Off Made By Seller \$ N/A

Equals Net Trade In \$ 2,000.00

+ Cash \$ N/A

+ Other Manuf. Rebate \$ 5,500.00

(If total downpayment is negative, enter "0" and see 4I below) \$ 7,500.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 31,540.00 (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	\$	N/A	
Disability	\$	N/A	\$ <u>N/A</u>

B Vendor's Single Interest Insurance
Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional Gap Contract \$ N/A

E Official Fees Paid to Government Agencies:

to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A

F Government Taxes Not Included in Cash Price \$ N/A

G Government License and/or Registration Fees
N/A \$ N/A

H Government Certificate of Title Fees \$ N/A

I Other Charges (Seller must identify who is paid and describe purpose)

to N/A	for Prior Credit or Lease Balance	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A
to N/A	for N/A	\$	N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 0.00 (4)

5 Amount Financed (3 + 4) \$ 31,540.00 (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

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 A N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in New Hampshire. 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 on page 1 of this contract.

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

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not 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 pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions. 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

Home Office Address

N/A

☐ N/A N/A
Type of Insurance Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

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.

xB N/A N/A
Buyer Signature Date

xB 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.

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.
- 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 to the extent the law permits.
- 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.

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. 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.

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.** You will be in default if:
 - You fail to make a payment within 10 days after the due date;
 - You fail to insure the vehicle as required by this contract;
 - You take the vehicle from the U.S. or Canada without our written permission;
 - You sell, rent, lease, or otherwise transfer an interest in the vehicle without our written permission;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - Our realization in the vehicle is significantly impaired by seizure of the vehicle by law enforcement, encumbrance of the vehicle, abandonment of the vehicle, or loss, theft or destruction of the vehicle, which is not covered by insurance.

If you default, and subject to any right you have to cure the default, we may demand that you pay all you owe under this contract at once.

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 who is not our salaried employee to collect what you owe, you will pay the attorney's reasonable fee and court costs, as the law allows. You will also pay any collection costs we incur as the law allows. If you prevail in any action involving this contract, we will have to pay your reasonable attorney's fees. If you successfully assert a partial defense or set-off, recoupment or counter-claim, the court may limit the fees we can recover.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

- 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. We may not enter your premises unlawfully to repossess the vehicle. If your vehicle has an electronic tracking device, 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 may store them for you at your expense. If you do not ask for these items back, 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 the law permits, 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, 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 benefit under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose. It also means that you buy the vehicle on an "as is" or "with all faults" basis. Buying the vehicle on this basis means that you take all the risk of the vehicle's quality and performance. It also means that you (not the Seller, manufacturer, or distributor) must pay all costs to service or repair the vehicle if it is defective. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

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.

6. **Servicing and Collection Contacts.**

You agree that we may try 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.

7. **Applicable Law**

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

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.

Notice to the Buyer: 1. Read this contract before signing. 2. You are entitled to an exact copy of the contract you sign.

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 clause on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs XC [Signature] Date 06/04/2014 Co-Buyer Signs XC N/A Date 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 X N/A Address N/A

Seller signs JOHN GRAPPONE, INC Date 06/04/2014 By XD [Signature] Title Document Process

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 XE [Signature] Co-Buyer Signs XE 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.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy

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

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN 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 Clause, 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 Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Arbitration shall be conducted by the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York, 10019 (www.adr.org), or any other organization that you choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration 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 in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. 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 Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. 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 by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable. Notwithstanding any other provision of this Arbitration Clause, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

True and Accurate Completed Copy - UCC Non-Authoritative Copy

True and Accurate Completed Copy - UCC Non-Authoritative Copy



Business Credit Application: Business Applicant

Trade Name of Business Concord Steam Corporation				Business Type Corporation		State of Incorporation	
Legal Name of Business Concord Steam Corporation						Type of Business	
Business E-Mail Address						Business Phone Number (603) 224-1461	
Tax ID 02-0121585		Date of Incorporation			Years in Business 75		
Bankruptcy Indicator		Bankruptcy Date		Repossession Indicator			Repossession Date
Present Address Line 1 123 Pleasant Street				Time at Present Address		Mortgage Type	
Present Address Line 2 Concord				City Concord		State NH	
				County		ZIP 03301	
Principal Last Name First Initial Suffix		Years as Principal		Present Address Urbanization Code			
Principal Employer Address Line 1		Principal's Title		Principal's Relationship		Telephone to Principal's Current Employer	
Principal Employer Address Line 2		City		State		ZIP	
Percent of Ownership	Principal's Yearly Income	How Long as Owner / Operator		Principal DOB		Principal Ph.#	
2nd Principal Last Name First Initial Suffix		2nd Principal's Title		2nd Percentage of Ownership			
2nd Principal DOB		2nd Principal Ph. #					
Operator Last Name First Initial		Operator's Relationship					
Operator Present Address Line 1							
Operator Present Address Line 2							
City				State		ZIP	
Insurance Company				DUNS			
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.							
Bank Name				Bank Telephone Number		Bank Account Type Code	
Bank Address Line 1				Account Number		Account Balance	
Bank Address Line 2				City		State ZIP	
Name of Accountant				Accountant Telephone Number		Accountant Fax Number	
Accountant Address Line 1							
Accountant Address Line 2							
City		State		ZIP			
Current Assets		Intangible Assets		Fixed Assets		Total Assets	
Current Liabilities		Long Term / Direct Liabilities		Total Liabilities		Capital	
Earned Surplus		Annual Sales		Debt / Total Net Worth		Current Assets / Liabilities Ratio	
Gross Profit (Monthly Income) \$541,000		Net Profit		Working Capital		Total Net Worth	
Creditor #1 Name / Address				Creditor #1 Balance		Creditor #1 Payment	
Creditor #2 Name / Address				Creditor #2 Balance		Creditor #2 Payment	
Company Financing Auto Loan		Previous Auto Loan Acct. Number		Previous Auto Loan Balance		Previous Auto Loan Payment	

Business Credit Application

RouteOne Disclosure:

New Hampshire
Residents

If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate before you enter into a balloon payment contract. A balloon contract is an installment sale contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

Please check one of the following:

- ☐ You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.
- ☒ You are applying for credit in the name of the business and are relying on the business' income or assets and not the income or assets of another person as the basis for repayment of the credit requested.'

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the Dealer submits my application ("you") to investigate my credit and employment history, obtain credit reports, and release information about your credit experience with me as the law permits.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.

Monitoring, Recording, and Collection Communications

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

Credit Application Signature

Applicant: By Concord Stream Corp. Date 06/04/2014

DEAL#: 6035273 GRAPPONE AUTOMOTIVE GROUP - DELIVERY DISCLOSURE NOTICE

CONCORD STEAM CORP
 Date: 06/04/14 Purchaser Name/Address: PO BOX 2520 CONCORD NH 03302-2520
 Dealership Name/Address: GRAPPONE FORD/MAZDA 506 STATE ROUTE 3A BOW, NH 03304
 Purchase Vehicle: 2013 FORD F150 1FTFW1ET5DFC84035 Mileage: 98 Stock #: FST1639
 Trade 1 Vehicle: 2001 FORD F150 1FTRW08L91KA22752 Mileage: 184821 Stock #: FST1639A
 Trade 2 Vehicle: Mileage: Stock #:

1. NH RSA 361-A:10-b SALE CONTINGENT ON FINANCING APPROVAL

Any retail seller who delivers a motor vehicle to a retail customer before the retail seller has obtained financing approval from a sales finance company shall provide a disclosure, containing the following language in a size equal to at least 10 point bold type, which must be signed by the retail buyer.

"The retail seller of the motor vehicle has not obtained financial approval for the terms contained in the retail installment contract from a sales finance company. If the retail seller obtains financial approval from a sales finance company under the terms of the retail installment contract, the sale shall be final and binding on the retail seller and the retail customer. If final approval of the terms of the retail installment contract cannot be obtained from a sales finance company, the retail installment contract shall be cancelled. The retail seller shall return to the buyer any consideration received in the transaction, including, but not limited to, any motor vehicle traded in, any deposit, and any fees paid by the buyer. The buyer shall, upon being notified that the retail seller was unable to obtain financing approval, return the motor vehicle to the retail seller."

2. DEALER WARRANTY DISCLAIMER

THE ABOVE DESCRIBED USED MOTOR VEHICLE IS BEING SOLD "AS IS" OR "WITH ALL FAULTS" BASIS:

AS IS

The entire risk as to quality and performance of the goods is with the buyer; and if the goods prove defective after purchase, the buyer, not the manufacturer, distributor, or retailer, shall assume the entire cost of all necessary servicing or repair.

EXPLANATION OF DEALER'S WARRANTY DISCLAIMER WITH REGARD TO SAID NEW VEHICLE

The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

3. INSURANCE

Guest understands that the dealer has no insurance coverage on his/her vehicle and that it is the guest's responsibility to secure and maintain insurance coverage. In signing this form, I realize that I am responsible for any damages that may occur while this vehicle is entrusted to me, including damages caused to this vehicle or any other vehicle, other property or individuals as a result of an accident with this vehicle. THE GUEST ASSUMES ALL LIABILITY ASSOCIATED WITH THE OPERATION OF THIS VEHICLE.

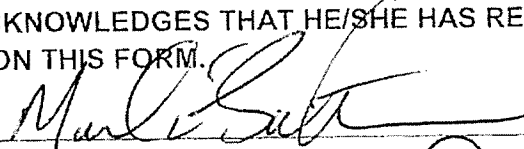
4. BRANDED TITLE DISCLOSURE: NH RSA 261:22 IV-a OR FALSE ODOMETER

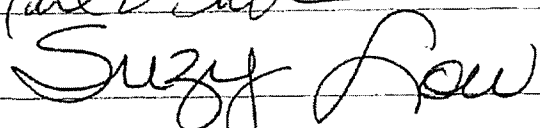
I hereby certify that the mileage to the above Trade-In (s) has not been altered to reflect false odometer information and the title is not marked as SALVAGE, REBUILT, RECONDITIONED or marked otherwise that may impact the value of the vehicle. I further certify that no insurance firm, or representative thereof, has ever declared the vehicle a total loss. If the vehicle title is so marked, and it is not disclosed, the retail sale transaction on this date will be void or subject to renegotiation.

5. COOPERATION AGREEMENT

The guest agrees, if requested by the lender or the dealer, to fully cooperate and adjust for clerical errors on any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of the lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor. Guest understands that a title or title paperwork must be furnished to the dealer on any trade vehicle. Title may be obtained directly, through a lien/lease payoff, or by applying for a duplicate title. Guest agrees that if a clear title cannot be obtained by Grappone Automotive Group, the guest is responsible for the trade allowance amount.

PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND ACCEPTS ALL DISCLOSURES ON THIS FORM.

Guest Signature:  Date: 06/04/14

Dealership Signature:  Date: 06/04/14