

ROEHL TRANSPORT, INC.

**TUITION ASSISTANCE PROGRAM
RETAIL INSTALLMENT CONTRACT**

SELLER'S NAME

ROEHL TRANSPORT, INC.
1916 East 29th Street
Marshfield, WI 54449

BUYER INFORMATION – Please Print

Name

Address

City State Zip Code

Name

Address

City State Zip Code

In this Retail Installment Contract (Contract), the words, **you, your** and **yours** mean each and all of those who sign as Buyer. The words **we, our, ours,** and **us** mean the Seller indicated above or any **Holder** of this Contract.

This Contract covers your installment purchase from us of tuition and educational expenses related to Seller's CDL Program (the "Services").

Itemization of Amount Financed of	\$2,800.00
1. Cash Sale Price	\$2,800.00
2. Purchase Price	\$2,800.00
3. Cash Down Payment	\$ 0.00
4. Total Amount Financed	\$2,800.00

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	Amount Financed
The cost of your credit as a yearly rate.	The amount of credit provided to you or on your behalf.
A. Before Contract Becomes Due (During Interim Period)	\$2,800.00
0%	
B. After Contract Becomes Due (During Repayment Period)	
18%	
Late Charge: If a payment is 10 days or more late, you will be charged \$5.00.	
Prepayment: If you pay off early, you will not have to pay a penalty.	

FEDERAL TRUTH-IN-LENDING DISCLOSURES (During Repayment Period)*				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 18%	FINANCE CHARGE The dollar amount the credit will cost you. \$554.40	Amount Financed The amount of credit provided to you or on your behalf. \$2,800.00	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$3,354.40	Your Payment Schedule will be: Number of Payments: 24 Amount of Payments: 23 at \$139.92 and 1 at \$136.24 Monthly Due Date: First day of month Beginning: One month after the Repayment Date
See Rate Chart	See Rate Chart	From Line 4	Box 2 + 3	
<p>Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge. You should see other sections of your Contract for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.</p> <p>Security: None.</p> <p>Late Charge: If a payment is more than 10 days late, we will charge you \$5.00.</p> <p>Payments: Subsequent payments are due on the same day each month thereafter, or on the last day of the month if no such date exists.</p>				

*This assumes there have been no reductions in the amount due.

IMPORTANT

READ BEFORE SIGNING – THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT SIGNED BY YOU AND US.

PROMISE TO PAY - You promise to pay us the "Total of Payments" set forth in this Contract in 23 monthly payments of \$139.92 and 1 payment of \$136.24 plus any collection costs/late payment fees, at our office address or the office address of any "Holder of this Contract" to whom we might assign it or transfer it beginning one month after the Repayment Date. The Repayment Date is the earliest of the following dates:

- a. The day you fail to successfully complete the CDL Program because you withdraw from the program or you have been dismissed from the Program.
- b. Upon your successful completion of the CDL Program, the day you fail to receive an offer of full-time employment with us as an over-the-road truck driver or you decline to accept our offer of full-time employment as an over-the-road truck driver.
- c. The day you voluntarily terminate your continuous employment with us, if employment is terminated before you have driven 120,000/240,000 paid non-training solo/team miles.
- d. The day we discharge you for any reason, if the discharge occurs before you have driven 120,000/240,000 paid non-training solo/team miles.

You also agree to pay all other amounts due under this Contract, including late fees, collection costs, and attorneys' fees, if permitted by law.

REPAYMENT SCHEDULE - On or before the Repayment Date all co-signers of this Contract will sign a Repayment Schedule which shows the repayment terms. The Repayment Schedule will become a part of this Contract.

REDUCTIONS IN AMOUNT DUE - We shall reduce the amount due as set forth below:

\$925.00 once you have reached 60,000/120,000 paid non-training solo/team miles.

After driving 60,000/120,000 solo team miles, \$312.50 for each 10,000/20,000 paid solo/team miles up to 120,000/240,000 paid non-training solo/team miles.

Miles driven with a Driver Trainer or another student driver are not counted toward the above mileage requirements.

You understand that reductions in the amount due hereunder may be considered income for federal, state and local income tax purposes, that you are responsible for the prompt payment of all such income taxes attributable to such reductions and that we (or other affiliated corporation) as your employer may be required to withhold such taxes from your payroll checks.

Once 120,000/240,000 paid non-training solo/team miles have been completed, \$214.20 in social security and Medicare taxes will be withheld from your first week's paycheck of the following month to cover taxes on the \$2,800.00.

You are obligated to pay only for educational services rendered. If you are dismissed or withdraw from CDL Training prior to your completion of the program, then the tuition and included training materials costs owed by you will be prorated at the rate of \$164.70 per day for each full or partial class day completed by you. Your absences prior to the termination date are not counted as instruction received. If we do not accept you or you cancel the CDL Training Program no later than midnight on the third business day after you sign this Contract, by delivering written notice to us at the address listed above, personally, by mail or by facsimile, you will owe nothing on this Contract. If you cancel after the third business day but prior to the beginning of classes, we may retain either ten percent of the total tuition cost or \$100.00, whichever is less. Early completion of the course will not entitle you to any reduction in the amount due under this Contract.

In the event of your prolonged illness, accident, death in the family, or other circumstances which make it impractical to complete the course as originally scheduled, we will work in good faith to negotiate a settlement that is reasonable and fair to both parties.

PREPAYMENT - Even though you needn't pay more than the fixed installment, you have the right to prepay the whole outstanding amount of this Contract (total unpaid balance of the Total of Payments) at any time by sending your prepayment to ROEHL TRANSPORT, INC., 1916 EAST 29TH STREET, MARSHFIELD, WI 54449. If you do, we will refund the unearned **FINANCE CHARGE**. The unearned **FINANCE CHARGE** is figured by the actuarial method - a commonly used formula for figuring rebates on retail installment sales contracts.

CASH PRICE AND TIME PRICE - You may buy the Services for the Cash Sale Price of \$2,800.00 or the Total Sale Price set forth on the front of this Contract. You have chosen to pay the Total Sale Price.

U.S. FUNDS - All payments are required to be made in U.S. Funds.

CREDIT APPROVAL - This Contract is subject to approval of credit by us.

DEFAULT - You will be in default if you don't pay an installment within 10 days after it is due, or if any insolvency or bankruptcy actions are begun by or against you, or if you do not fulfill any other requirement of this Contract. If you have been in default for 10 days, we will mail or deliver to your address a notice of default. If you do not cure the default within 20 days after we mail or deliver this notice, we may then demand immediate payment of the unpaid balance of the Total of Payments of this Contract minus the unearned portion of the Finance Charge, calculated by the actuarial method.

POST MATURITY RATE - You agree to pay interest on the unpaid balance of the Total of Payments owing after maturity, and until paid in full, at the lower of the Contract rate or the highest rate allowed by law.

DISHONORED CHECKS - YOU AGREE TO PAY US \$25.00 AS A SERVICE CHARGE IF YOUR CHECK, NEGOTIABLE ORDER OR WITHDRAWAL, SHARE DRAFT OR OTHER ITEM SUBMITTED AS A PAYMENT IS DISHONORED FOR ANY REASON BY THE BANK OR OTHER INSTITUTION ON WHICH IT IS DRAWN.

COLLECTION OF COSTS AND ATTORNEY FEES - If you are in default, you agree to pay all of our collection costs, including reasonable attorney fees if collection is referred to an attorney, and court costs awarded in any action, to the extent permitted by law.

PLEDGING OF CONTRACT - This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the pledge, upon debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the pledgor named herein; and the pledgee holding this instrument as collateral security hereby makes said pledgor the agent to accept and receive payments hereon, either of installments or charges.

INVALIDITY OF CONTRACT - If any part of this Contract is not valid or consistent with law or regulations, this Contract can be considered changed so that it complies.

ENTIRE AGREEMENT, AMENDMENT - This Contract is the entire agreement between you and us. This Contract cannot be changed unless we agree in writing to do so.

ADDITIONAL AGREEMENTS - (a) You will notify us in writing of any change in your name, address, telephone numbers, school enrollment status, or employment status as soon as it occurs, (b) we may send any notice by first class mail to the

latest address we have for you, and unless required by law, we need not give a separate notice to the Co-Buyer (if any), (c) no change in this Contract will be binding unless approved by you and us in writing, (d) our delay or failure to enforce any of the provisions in this Contract, including but not limited to, our remedies hereunder shall not constitute a waiver of such rights or remedies or the right to exercise any of them at any other time, (e) you acknowledge that this Contract is for an educational benefit and, as such, is not dischargeable under 11 U.S.C. § 523, (f) If more than one person signs this Contract, each person will be liable up to the full amount of the Contract.

ASSIGNMENT - Only we may assign or sell its rights under this contract, however, such assignment will not relieve us of our duties and refund policy herein. Accordingly, you authorize us to release any information provided by you to any potential assignee. Any benefits accruing to us shall also accrue to our assignee or any subsequent assignee, and the term shall be deemed to include any such assignee. **Any assignee would be independent of us, and therefore any school-related questions or problems would be resolved with us.**

DEFAULT - You will be in default and we shall, at our sole discretion, have the right to declare all amounts you owe under this Contract, at once due and payable without further notice to you, if: (a) Any payment due hereunder, whether principal or interest, has not been received by us within 15 days after it is due; (b) you fail to notify us of a change in your name, address, school enrollment status or employment status within 10 days of such change; (c) you or any co-buyer of this Contract refuse to sign the Repayment Schedule as provided above; (d) you break any of your other promises under this Contract; (e) Any bankruptcy proceeding is instituted by or against you, or you assign any of your assets for the benefit of your creditors; or (f) you make any false written statement in this Contract. Our failure to exercise this right shall not constitute a waiver of the right to exercise the same at any other time. In the event you are in default as provided above, you understand and agree that you will pay interest on the outstanding principal balance and any part thereof, and accrued interest, if any, from and after the date of default at the rate of 18% per annum (or if less, the highest rate permitted by law) until paid.

All parties to this Contract, whether principal, surety, guarantors or endorsers, hereby waive presentment for payment, demand, protest and notice of dishonor, and all defenses on the grounds of extension of time for payment hereof, which may be given by us to them or either of them, or to anyone who has assumed payment of this Contract.

TERMINATION - The date of Termination is the date of your last recorded attendance or the date on which we have been notified by RDTC that you have been dismissed from the Program, whichever is earliest.

DEDUCTION OF AMOUNTS OWED FROM WAGES - You hereby agree to us to offset and deduct any and all amounts owed by you to us, including, but not limited to, amounts owed pursuant to this Contract, from any wages and bonuses owed by us to you; provided that any deduction will not contravene state or federal law or reduce your wage to the extent prohibited by any state or federal law. You are still obligated to pay us for any balance owed for the CDL training that is not deducted from your wage and we can bring a claim against you for any sum or sums owed to us.

GOVERNING LAW - You acknowledge that you executed this Contract in Wisconsin and you agree that this Contract is to be governed by and construed in accordance with the laws of the State of Wisconsin, and you agree to submit to the jurisdiction of the Wisconsin State Court, Wood County, Wisconsin. The losing party will pay all reasonable and necessary costs (including attorney fees) of any lawsuit to enforce this contract.

SEVERABILITY - If any provision of the Contract shall be unenforceable or invalid, the remaining provisions of this Note shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

This Contract is a legal document, and embodies the entire understanding between the parties. Any modifications or supplements to this Contract must be in writing and signed and dated by both parties. You are entitled to a copy of this Contract, and any other documents you sign.

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.

NOTICE TO THE BUYER: DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT, AMONG OTHERS, TO PAY IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN UNDER CERTAIN CONDITIONS A PARTIAL REFUND OF THE FINANCE CHARGE

BY SIGNING THIS AGREEMENT YOU STATE THAT YOU AGREE TO ALL ITS TERMS AND THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS RETAIL INSTALLMENT CONTRACT.

X _____ X _____
Buyer's Signature Co-Buyer's Signature

X _____ X _____
Buyer's Signature Co-Buyer's Signature

X _____
Seller's Signature

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance; or because the applicant has in good faith executed any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.