



World Omni
Financial Corp.

\$2,000,000,000

WORLD OMNI FINANCIAL CORP.

Driving Investments Notes™

Variable Denomination Floating Rate Demand Notes

Driving Investments Notes™ (the “Notes”) are designed to provide you with a convenient means of investing funds directly with World Omni Financial Corp. (the “Company”). Please read this private placement memorandum (this “Memorandum”) carefully and in its entirety as it contains important information regarding the Company and the Notes. For additional information regarding the Driving Investments Notes, please visit www.DrivingInvestments.com.

An investment in the Notes involves risks. You should carefully consider the risk factors beginning on page 5 of this Memorandum, as well as the other information contained in this Memorandum and in other materials that the Company provides to you in connection with the Notes. An investment in the Notes is not suitable for everyone. You should consult your financial and legal advisers regarding the risks involved in an investment in the Notes and whether an investment is suitable for you.

You may invest in the Notes by completing the required enrollment form and remitting your investment through one of the methods described in this Memorandum under the heading “How to Invest.”

The Notes have not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or other securities laws. Accordingly, the Notes are being offered and sold only to “accredited investors” (as defined in Regulation D under the Securities Act) in transactions that are exempt from the registration requirements of the Securities Act. The Notes or any interest or participation therein may not be re-offered, sold, assigned, transferred, pledged, encumbered or otherwise disposed of except where required by law or court order.

The Notes are not a deposit or other bank account and are not insured by the Federal Deposit Insurance Corporation or any governmental or non-governmental entity.

The Notes are not a brokerage account with the Company or any broker/dealer and are not protected by the Securities Investor Protection Corporation under the Securities Investor Protection Act of 1970, as amended.

The Notes are not a money market mutual fund and are not subject to the requirements of the Investment Company Act of 1940, as amended (including diversification and quality of investments) or the Employee Retirement Income Security Act of 1974, as amended.

- The Notes have no stated maturity.
- Subject to the terms described in this Memorandum, the Notes are subject to repayment at an investor’s demand at any time.
- The Notes are subject to redemption by the Company at any time.
- The Notes earn a floating rate of interest that is determined from time to time by the Company in its sole discretion.
- The initial interest rates applicable to the Notes and all subsequent changes to the interest rates will be disclosed by the Company on the program website at www.DrivingInvestments.com.
- Interest on the Notes will accrue and be compounded daily and be automatically reinvested on the last business day of each month.
- The Notes are issuable in any amount, subject to a minimum initial investment of \$5,000 and a maximum outstanding investment of \$500,000,000.
- The Notes will be unsecured unsubordinated obligations of the Company.
- The Notes are in book-entry form only.

The Notes are not rated by any rating agency and the Company does not intend to seek a rating for the Notes. The Notes are not listed on any securities exchange and there will be no secondary market for the Notes. As a result, there is no independent market valuation for the Notes.

The Company reserves the right to modify, withdraw, or cancel the offer made by this Memorandum at any time. The Company has the sole right to accept or reject offers to purchase Notes and may reject any proposed purchase in whole or in part, for any reason.

Neither the Securities and Exchange Commission (“SEC”) nor any state securities commission has approved or disapproved of the Notes or passed upon the adequacy or accuracy of this Memorandum. Any representation to the contrary is a criminal offense. The Company is offering and selling the Notes on a continuous basis directly to eligible purchasers.

™ — Driving Investments Notes is a trademark of World Omni Financial Corp.

TABLE OF CONTENTS

	Page
SUMMARY	2
RISK FACTORS.....	5
ABOUT THIS MEMORANDUM.....	10
ABOUT THIS OFFER	10
WORLD OMNI FINANCIAL CORP.....	10
USE OF PROCEEDS	11
DESCRIPTION OF THE NOTES	11
HOW TO INVEST.....	16
HOW TO REDEEM	17
CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS	19
PLAN OF DISTRIBUTION	19
LEGAL OPINION	20
DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS	20
AVAILABLE INFORMATION	20
APPENDIX A – FORM OF NOTE	21
APPENDIX B – PROGRAM FEES	24
APPENDIX C – ACCREDITED INVESTOR DEFINITION.....	25

SUMMARY

Issuer.....	World Omni Financial Corp. (the “Company”) is a Florida corporation and an indirect wholly-owned subsidiary of JM Family Enterprises, Inc. (“JMFE”). JMFE is a diversified company and through its subsidiaries it provides, among other things, a full range of automotive-related distribution, financial services and products to Toyota dealerships in Alabama, Florida, Georgia, North Carolina and South Carolina, referred to herein as the “Five-State Area,” and provides financial services to other dealerships throughout the United States. Southeast Toyota Distributors, LLC, an indirect wholly-owned subsidiary of JMFE and an affiliate of the Company (“SET”), is the exclusive distributor of Toyota cars and light-duty trucks, parts and accessories in the Five-State Area and distributes Toyota vehicles pursuant to a distributor agreement with Toyota Motor Sales, U.S.A., Inc., a California corporation, that commenced in 1968, has been subsequently renewed through October 2029 (the “Toyota Distributor Agreement”) and, consistent with prior practice, is expected to be renewed for additional five-year terms thereafter. The Company was established in 1981, provides financial services to Toyota dealers in the Five-State Area, and has operated under the “Southeast Toyota Finance” name since 1996. The Notes are debt obligations solely of the Company and are not obligations of, or directly or indirectly guaranteed by, JMFE or any of its other affiliates.
Executive Offices of the Company	250 Jim Moran Blvd., Deerfield Beach, Florida 33442 and its telephone number is (954) 429-2200.
Title of Securities.....	Variable Denomination Floating Rate Demand Notes marketed as Driving Investments Notes, TM the form of which is included as <u>Appendix A</u> hereto.
Aggregate Offering Amount.....	\$2,000,000,000
Minimum Initial Investment	\$5,000
Minimum Incremental Investment....	\$50
Maximum Total Investment.....	\$500,000,000, including Notes held in different accounts or capacities

Status and Ranking	The Notes are unsecured general obligations of the Company and rank equally with its other unsecured and unsubordinated indebtedness from time to time outstanding. The Notes are unsecured debt obligations solely of the Company and are not obligations of, or directly or indirectly guaranteed by, JMFE or any of its other affiliates or The Bank of New York Mellon (which acts as the Processing Agent for the Notes) or any other entity. The Notes do not constitute a savings, deposit or other bank account and are not insured by or subject to the protection of the Federal Deposit Insurance Corporation. The Notes are not a money market fund, which are typically diversified funds consisting of short-term debt securities of many issuers, and therefore do not meet the diversification and investment quality standards established for money market funds by the Investment Company Act of 1940, as amended (the “Investment Company Act”).
Maturity	The Notes have no stated maturity date and, subject to the terms described in this Memorandum, are redeemable in whole or in part at any time at the option of the holder or the Company.
Interest	The Notes will bear interest at a floating rate or floating rates per annum that is determined from time to time by the Company in its sole discretion. Interest payable on the Notes accrues and is compounded daily and will be credited to your Notes on the last business day of each calendar month and will be automatically reinvested (unless an investor makes a different election). See “Description of the Notes—Interest.” Interest rates may vary based on an investor’s principal amount of Notes, investor entity type and other factors as determined by the Company. The interest rate or rates applicable to the Notes will be available at the program website, www.DrivingInvestments.com.
Principal.....	The principal amount of your Notes will equal all of your investments and reinvested interest less redemptions and fees, if any.
Fees.....	The Company may assess certain fees from time to time as determined by the Company in its sole discretion, including, without limitation, for redemptions by wire transfer and, for accounts below the fee free minimum of \$500, for account maintenance. Program fees as of the date hereof can be found at Appendix B hereto. The Company will disclose any new fees or changes to fees at least 30 days before they become effective at www.DrivingInvestments.com.
Optional Redemption by the Company	The Notes are redeemable by the Company at any time at the sole discretion of the Company.
Driving Investments Notes	Enrollment in the Driving Investments Notes program and many of the other actions in connection with your investment in the Notes may be transacted through the Driving Investments Notes program website at www.DrivingInvestments.com or by calling the Company’s call center at 866-284-1045. If your request cannot be initiated through the Driving Investments Notes program website or by phone, the Driving Investments Notes program website or the call center will provide you with or refer you to the necessary documents and instructions. The information contained on the Driving Investments

	Notes program website from time to time is not incorporated by reference into this Memorandum.
Form of Notes	The Notes are issued as one or more global securities held by the Processing Agent. Book-entry records for each investor are maintained by the Processing Agent.
Tax Status	Although the tax treatment of the Notes is uncertain, it would be reasonable to include in your income in each taxable year (or portion thereof) in which you hold a Note the interest that accrues on the Note during that taxable year (or portion thereof). Backup withholding may apply to certain persons. See “Certain United States Federal Income Tax Considerations.”
Processing Agent	The Bank of New York Mellon (in such capacity, the “Processing Agent”).
Ratings	The Company has not requested, and does not anticipate receiving, a rating for the Notes from any rating agency.
Risk Factors	An investment in the Notes involves risks. You should carefully consider these risks before making a decision to invest in the Notes. Please see “Risk Factors” beginning on page 5.
Private Placement; Qualified Participation.....	The Notes are offered in a private placement only to “accredited investors,” as such term is defined in Regulation D under the Securities Act. The accredited investor definition is included at <u>Appendix C</u> to this Memorandum. Each prospective investor is required to self-certify his/her/its accredited investor status as part of the enrollment process as well as periodically while investing in the Notes. If an existing investor fails to re-certify his/her/its accredited investor status when required under the program, they may continue to earn and reinvest interest on his/her/its existing Notes, but will not be able to invest new funds. The Notes are offered only by this Memorandum. Only U.S. citizens, and trusts, estates, partnerships, limited liability companies and corporations established in or under the laws of the U.S. may participate. Notes will only be sold to investors who provide either a U.S. social security number or a U.S. taxpayer identification number. Monetary transactions may only be conducted with financial institutions within the United States.

RISK FACTORS

Investing in the Notes involves risks. You should carefully consider the risk factors below, as well as the other information contained in this Memorandum. You should consult your financial and legal advisers as to the risks involved in an investment in the Notes and whether an investment is suitable for you. Notes are not an appropriate investment for you if, among other things, you do not understand the terms of the Notes, are unable to evaluate the Company's financial position or financial matters generally or are unable to bear a total loss of your investment. You should not purchase Notes unless you understand and know you can bear all of the investment risks associated with an investment in the Notes.

Risks Related to the Company and its Business

The Company does not make its financial statements publicly available and purchasers and holders of Notes will have limited access to financial information regarding the Company.

The Company does not make its audited annual financial statements or unaudited interim financial statements publicly available. Furthermore, the Company does not make publicly available a management's discussion and analysis of its financial condition and results of operations. The Company makes limited summary unaudited financial information available on its website and at www.DrivingInvestments.com. The Company also makes limited other disclosures in documents filed with the Securities and Exchange Commission in connection with public securitization transactions. The information contained on the Driving Investments Notes program website or that the Company files with the Securities and Exchange Commission from time to time is not incorporated by reference into this Memorandum. As a result, prospective investors in the Notes and holders of Notes will have limited financial and other information on which to base investment decisions. Prospective investors in the Notes and holders of Notes must be comfortable that they have sufficient information to evaluate the merits and risk of investing in the Notes.

The Company's business is heavily dependent upon the sale of Toyota automobiles in the Five-State Area.

The Company provides financial services to Toyota dealers in the Five-State Area and retail installment sale contract and lease contract financing to retail customers of these Toyota automobile dealers. The Company's business is therefore heavily dependent upon the sale of Toyota automobiles. Changes in the volume of sales of such vehicles resulting from changes in consumer demand, perceived quality, safety or reliability of Toyota vehicles due to vehicle recalls, work stoppage, general economic conditions, availability and cost of consumer credit, increased competition, changes in pricing of imported units due to currency fluctuations, governmental action, shortages of key manufacturing components sourced from third parties, or other events could impact the Company's financial condition. A significant adverse change in the availability or sales of Toyota vehicles in the Five-State Area, could have a material adverse effect on the Company's business, results of operations and financial condition, and its ability to return all or a portion of your investment (including accrued but uncredited interest). ***The Company's customers are concentrated in a few states, which increases the Company's exposure to an economic downturn in those states.***

All of the Company's business operations are located in the Five-State Area. Factors adversely affecting the economy in these states could have a disproportionately adverse effect on the Company's business, results of operations and financial condition, and its ability to return all or a portion of your investment (including accrued but uncredited interest).

Termination of the Toyota Distributor Agreement could have a material adverse effect on the Company.

SET is the exclusive distributor of Toyota cars and light-duty trucks, parts and accessories in the Five-State Area and distributes Toyota vehicles pursuant to the Toyota Distributor Agreement. The Toyota Distributor Agreement expires in October 2029 and, consistent with prior practice, is expected to be renewed for additional five-year terms thereafter. Termination of, non-renewal, or a renewal on less favorable terms, of the Toyota Distributor Agreement could materially and adversely affect the Company's business, results of operations and financial condition, and its ability to return all or a portion of your investment (including accrued but uncredited interest).

Declines in vehicle demand and sales volume due to economic conditions, geopolitical events, or other factors could have a material adverse effect on the Company.

The automotive retail industry is sensitive to broader economic conditions, which can significantly impact demand for vehicles. Economic conditions could deteriorate as a result of economic downturns, high interest rates, elevated levels of inflation, volatile fuel and energy prices, housing price declines, tariffs and other trade protection measures, economic sanctions which may constrain supply chains, terrorist events, geopolitical conflict, unrest or war, extreme weather conditions or other events. Because the Company's business and earnings are sensitive to general business and economic conditions, adverse changes to either could significantly and adversely affect the Company's financial condition.

New tariffs and evolving trade policy between the United States and other countries could also adversely affect economic conditions, consumer confidence in the economy, the market for new and used automobiles, and the Company's financial condition.

Epidemics, pandemics and other wide-spread public health events, have led, and may in the future lead, to disruptions and volatility in the financial markets and general economic activity, as businesses and federal, state, and local governments take broad actions intended to mitigate the public health crisis. The possible resultant increases in unemployment, decreases in consumer spending and reduced demand for certain products, including abrupt declines in new and used vehicle sales and downward pressure on used vehicle values, disruptions in global supply chains and shutdowns of manufacturing capacity in certain industries, including those of auto manufacturers, and decreases in liquidity of certain secondary markets, along with the various laws, regulations, executive orders, local ordinances and other guidance implemented to combat the effects of an epidemic, pandemic or wide-spread public health event could have negative effects on the Company's business and financial condition. Wide-spread disruptive events such epidemics, pandemics or natural disasters, may also have the effect of heightening many of the other risks described in this "Risk Factors" section, such as used vehicle values and risks of geographic concentration of the Company. All of the foregoing could have a negative impact on the financial condition of the Company and its ability to return all or a portion of your investment (including accrued but uncredited interest).

If the rate of inflation were to increase, or if the debt capital markets or the economy of the United States were to weaken, or if vehicle purchases decline, the Company could be significantly and adversely affected, and it could become more expensive for the Company to conduct its business. For example, business and economic conditions that negatively affect household incomes, housing prices, and consumer behavior related to the Company's businesses could decrease (1) the demand for vehicle financing and (2) the value of the collateral underlying the Company's portfolio of vehicle loans, further increasing the number of consumers who become delinquent or default on their loans. In addition, the rate of delinquencies, foreclosures, and losses on the Company's loans could be higher during more severe economic slowdowns.

Any sustained period of increased delinquencies, foreclosures, or losses could further harm the Company's ability to sell vehicle loans, the prices the Company receives for vehicle loans, or interest rates the Company is charged in connection with securitizations, which could adversely impact the Company's financial condition.

Continued adverse business and economic conditions could affect demand for vehicles and other related factors that could adversely impact the Company's financial condition and its ability to return all or a portion of your investment (including accrued but uncredited interest).

The Company's business requires substantial capital and liquidity, and disruption in the Company's funding sources and access to the capital markets would have a material adverse effect on the Company.

The Company's liquidity and results of operations depend on many factors, including its ability to secure appropriate financing. The capital markets continue to be volatile, and the Company's access to the debt markets, including securitization markets, may be significantly reduced during periods of market stress. Any weakness in market conditions and a tightening of credit availability could have a negative effect on the Company's ability to refinance outstanding indebtedness or increase the costs of funding. There can be no assurance that the Company's existing sources of liquidity will continue to be available or available on terms the Company deems reasonable.

The Company is exposed to residual value risk on vehicles leased to consumers.

Residual value risk is the risk that the estimated residual value at lease origination will not be recoverable at the end of the lease term. When the market value of a leased vehicle at contract maturity is less than its contractual residual value, there is a higher probability that the vehicle will be returned to the Company. A higher rate of vehicle returns exposes the Company to greater risk of loss at lease termination.

The Company is exposed to credit risk on all of the loans and leases it originates.

Credit risk is the risk of loss if a customer or dealer fails to meet the terms of any contract with the Company or otherwise fails to perform as agreed (i.e., defaults). The Company's level of credit risk is influenced primarily by two factors: the total number of contracts that default and the loss per occurrence, which in turn are influenced by various economic factors, the used vehicle market, contract term length and purchase quality mix. Credit losses could exceed the Company's expectations and adversely affect its financial condition, results of operations and ability to return all or a portion of your investment (including accrued but uncredited interest).

The Company's financial condition is directly affected by changes in interest rates.

An increase in interest rates could increase the Company's cost of financing loan and lease originations and could adversely affect its loan and lease origination volumes because financing can be less attractive to consumers and qualifying for financing may be more difficult. These same factors may also negatively affect the Company's financial condition. A substantial portion of the Company's liabilities are short-term and/or tied to floating interest rates. As rates increase, these liabilities reprice and the Company's interest expense increases. A rising interest rate environment, which can result from a variety of factors, including a decrease in liquidity and Federal Reserve actions, could have a material adverse effect on the Company's business, results of operations and financial condition, and its ability to return all or a portion of your investment (including accrued but uncredited interest).

New or increased credit, consumer or data protection or other regulations may result in higher costs and/or additional financing restrictions.

As a finance company, the Company is regulated by the Consumer Financial Protection Bureau and other governmental authorities in the United States, which can impose significant additional costs and/or restrictions on the Company's business. For example, the Company's operations are subject to regulation, supervision and licensing under various federal, state, and local laws and regulations, including the federal Truth-in-Lending Act, Equal Credit Opportunity Act and Fair Credit Reporting Act. New laws, rules and regulations could impose additional costs on the Company and adversely affect its ability to conduct its business.

There can be no assurance that new requirements, or any subsequent implementing regulations, bulletins or other guidance, will not have an adverse impact on the regulation and supervision of the Company. The potential impact of such legislation and resulting regulations may include increased cost of operations due to greater regulatory oversight, supervision and examination and limitations on the Company's ability to expand product and service offerings due to stricter consumer protection laws and regulations.

Compliance with applicable laws is costly and can adversely affect operating results. Compliance requires forms, processes, procedures, controls, and the infrastructure to support these requirements. Compliance may create operational constraints. Laws in the financial services industry are designed primarily for the protection of consumers. The failure to comply with applicable laws could result in significant statutory civil and criminal penalties, monetary damages, attorneys' fees and costs, possible revocation of licenses and damage to the Company's reputation, brand, and valued customer relationships.

A failure or interruption of, or a security breach or cyber-attack affecting, the information systems on which the Company relies could adversely affect the Company's business, results of operations and financial condition.

The Company relies upon information and technological systems to conduct its business and manage its operations, some of which are managed by third parties. Any failure or interruption of, or a security breach or cyber-attack affecting, the information systems or the third party information systems on which the Company relies as a result

of inadequate or failed processes or systems, human errors, employee misconduct, catastrophic events, external or internal security breaches, acts of vandalism, computer viruses, malware, misplaced or lost data, or other events could disrupt the Company's normal operations and have a material adverse effect on its business, results of operations and financial condition.

The Company may have increased cyber-security risks and increased vulnerability to security breaches and other information technology disruptions as a result of increased remote work and other flexible work arrangements.

In the ordinary course of the Company's business, it collects, stores and transmits certain personal and financial information from employees, customers, other third parties, and, through this program, investors in the Notes. The secure processing, storage, maintenance, and transmission of this information is critical to the Company's operations and reputation, and if any of this information were mishandled, misused, improperly accessed, lost, or stolen or if the Company's operations were disabled or otherwise disrupted, the Company could suffer significant business, reputational, financial, regulatory, or other damage.

The Company relies on information security technologies licensed from third parties to provide security controls necessary to help in securing storage and transmission of confidential information. The Company may not be able to successfully prevent all security breaches and its failure to prevent any such security breaches and cyber-attacks could subject the Company to liability, regulatory actions, decrease its profitability and damage its reputation. Even when a failure of, or interruption in, the Company's communications or other information systems is timely resolved or an attempted cyber incident or other security breach is successfully avoided or thwarted, the Company may need to expend substantial resources in doing so, may be required to take actions that could adversely affect customer satisfaction or behavior, and may be exposed to reputational damage.

Risks Related to the Notes

The Notes are the sole obligation of the Company.

The Notes represent obligations of the Company. The Notes are not obligations of or guaranteed by JMFE, any of its affiliates, any subsidiary of the Company, the Processing Agent or any other entity.

Your right to receive payments on the Notes is effectively subordinated to the rights of secured creditors.

The Company's obligations under the Notes are unsecured. As a result, the Notes are effectively subordinated to the Company's secured indebtedness to the extent of the value of the assets securing such indebtedness. The Notes do not restrict the Company's ability to incur additional indebtedness. In the future, the Company may incur additional indebtedness that is secured by certain or substantially all of the Company's tangible and intangible assets. If the Company is unable to repay any secured indebtedness, the creditors of the secured indebtedness could foreclose on the Company's pledged assets. If such an event were to occur, because the Notes are unsecured, it is possible that the Company would not have any, or sufficient, assets from which to return all or a portion of your investment (including accrued but unredeemed interest) resulting in a partial or total loss of your investment.

The Notes are structurally junior to the indebtedness and other liabilities of any of the Company's existing and future subsidiaries.

You will not have any claim as a creditor against any current or future subsidiaries of the Company, and all existing and future indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will be structurally senior to the Notes. Furthermore, in the event of any bankruptcy, liquidation or reorganization of any such subsidiaries, the rights of the holders of the Notes to participate in the assets of such subsidiary will rank behind the claims of that subsidiary's creditors, including trade creditors (except to the extent the Company has a claim as a creditor of such subsidiary). As a result, the Notes will be structurally subordinated to the outstanding indebtedness and other liabilities, including trade payables, of the Company's subsidiaries. In addition, the Notes will not restrict any such subsidiaries from incurring indebtedness and will not contain any limitation on the amount of other liabilities, such as trade payables, that may be incurred by these subsidiaries.

The Notes do not limit the Company's ability to incur future indebtedness, pay dividends, repurchase securities, engage in transactions with affiliates or engage in other activities, which could adversely affect the Company's ability to pay its obligations under the Notes.

The Notes do not contain any financial maintenance covenants or restrictive covenants. The Notes do not limit the Company's or any of its subsidiaries' ability to incur additional indebtedness, issue or repurchase securities, pay dividends or engage in transactions with affiliates. The Company, therefore, may pay dividends, incur additional debt, including secured indebtedness in certain circumstances or indebtedness by, or other obligations of, any existing or future subsidiaries to which the Notes would be structurally subordinated, repurchase securities, engage in transactions with affiliates or engage in other activities, which would adversely affect the Company's ability to pay its obligations under the Notes. The Company's ability to incur additional indebtedness and use its funds for numerous and various purposes may limit the funds available to pay its obligations under the Notes.

The Notes are not a diversified investment.

The Notes are not an investment in a money market mutual fund holding diversified investments in short term debt securities of many companies. Because the Notes are unsecured debt securities issued by a single issuer and are unrated, you will not have the benefits of diversification and quality of investments offered by money market mutual funds or other investment companies. Investors also will not have the protections provided to mutual fund investors under the Investment Company Act.

The Company is not a bank or broker-dealer, and investments in the Notes are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any other governmental or non-governmental entity.

Only the Company is obligated to pay the principal of and interest on the Notes, and only its assets are available for this purpose. If the Company's assets are insufficient to pay the principal of and interest on the Notes and its other indebtedness, you could lose some or all of your investment, including principal and accrued but unredeemed interest. The Company is not a bank and the Notes are not insured by the Federal Deposit Insurance Corporation. The Company is also not a broker-dealer and the Notes are not protected by the Securities Investor Protection Corporation under the Securities Investor Protection Act of 1970, as amended. No other private or government entity guarantees return of your investment in the Notes if the Company is unable to repay your investment.

The Processing Agent is not a trustee.

The Processing Agent will perform certain administrative functions with respect to the Notes, as described in this Memorandum and in the agreement between the Processing Agent and the Company. The Processing Agent is not a trustee and the Company will not appoint any other trustee for the Notes and will not qualify an indenture for the Notes under the Trust Indenture Act of 1939, as amended. Therefore, the Processing Agent will have no fiduciary responsibilities to holders with respect to the Notes nor will it coordinate any collective legal actions against the Company by the holders of the Notes with respect to its obligations under the Notes. Each holder of a Note will be solely responsible for enforcing the obligations of the Company under the Notes.

The interest rates paid on the Notes may not bear any relation to the investment risk.

The interest rates paid on the Notes will be set solely by the Company in its sole discretion and will not necessarily bear any relation to the risks associated with, or change in, the creditworthiness, credit rating or financial condition of the Company and may not adequately compensate you for the risks of investing in the Notes. Moreover, the Company has established a tiered interest rate system with different interest rates applicable to different sized Notes and may, in its sole discretion, establish different interest rates based on different criteria or a fixed interest rate for all Notes at any time. The interest paid on investments in the Notes may not provide a basis for comparison with bank deposits or money market funds, which may use a different method of calculating yield, or other investments which pay a fixed yield for a stated period of time.

The interest rate payable on your Notes may be changed at any time.

The Company may change the interest rates or rate payable on your Notes, in its sole discretion, weekly. Reductions in the interest rates or rate would reduce your return on the Notes.

The Notes are not rated.

The Notes are not currently rated by any rating agency, and the Company does not intend to seek a rating for the Notes.

The Notes are not transferable.

You may redeem your investment in the Notes at any time in whole or in part as described in this Memorandum. However, except in very limited circumstances, you may not transfer your investment in the Notes to someone else. The Notes will not be listed on any securities exchange, and no secondary market for the Notes currently exists or will develop, and, consequently, there is no public market valuation of the Notes to assist investors in evaluating the Notes or their yield relative to other investments.

The Driving Investments Note program may be modified, suspended or terminated at any time.

The Company may amend or modify the Driving Investments Note program at any time as it deems necessary or appropriate, in its sole discretion. The Company may also terminate the program in its entirety for any reason, and may, at the Company's discretion, temporarily or permanently suspend the acceptance of investments in the Notes without such a suspension amounting to a termination of the program.

Your Note may be redeemed by the Company at any time.

The Company may redeem your Note at any time, which may not align with your expectations, investment strategies or with market conditions.

ABOUT THIS MEMORANDUM

You should read this Memorandum carefully and entirely before you decide to make an investment in the Notes. You should rely only on the information provided in this Memorandum (as it may be updated from time to time by posting to the program website at www.DrivingInvestments.com) and the other written materials the Company has provided to you in connection with the Notes. These sources are only accurate as of their respective dates, and subsequent information from these sources will automatically update and supersede information contained in earlier documents. The Company has not authorized anyone to provide you with different information. The information contained on the program website at www.DrivingInvestments.com from time to time is not incorporated by reference into this Memorandum.

ABOUT THIS OFFER

The Notes may be offered separately or together in any combination and as separate series. The Company is not making an offer of these securities in any jurisdiction where the offer is not permitted. The Company reserves the right to withdraw, cancel or modify the offer to sell these Notes at any time without notice. The Company has the sole right to accept offers to purchase Driving Investments Notes and may reject, at its sole discretion, any proposed purchase of a Note in whole or in part, for any reason.

WORLD OMNI FINANCIAL CORP.

World Omni Financial Corp. is a Florida corporation and an indirect wholly-owned subsidiary of JM Family Enterprises, Inc., a Delaware corporation. JMFE is a diversified company and through its subsidiaries it provides, among other things, a full range of automotive-related distribution services, financial services and products to Toyota dealerships in the Five-State Area. Financial services are also provided to other dealerships throughout the United States.

The principal executive offices of the Company are located at 250 Jim Moran Blvd., Deerfield Beach, Florida 33442 and its telephone number is (954) 429-2200.

The Company was established in 1981 and provides financial services to Toyota dealers in the Five-State Area and has operated under the “Southeast Toyota Finance” name since 1996. The Company provides retail installment sale contract and lease contract financing to retail customers of these Toyota automobile dealers. The Company services automobile and light-duty truck retail installment sale contracts and leases for its own account and the account of third parties. The Company also provides wholesale floorplan financing and capital and mortgage loans to some Toyota dealers, and their affiliates, in the Five-State Area.

Southeast Toyota Distributors, LLC, which is an indirect wholly-owned subsidiary of JMFE and an affiliate of the Company, is the exclusive distributor of Toyota cars and light-duty trucks, parts and accessories in the Five-State Area. Southeast Toyota Distributors, LLC distributes Toyota vehicles pursuant to the Toyota Distributor Agreement, which was first entered into in 1968 and has been renewed through October 2029, with Toyota Motor Sales, U.S.A., Inc., a California corporation. Consistent with prior practice, the Toyota Distributor Agreement is expected to be renewed for an additional five-year term.

As of December 31, 2024, December 31, 2023, December 31, 2022, December 31, 2021 and December 31, 2020, World Omni Financial Corp. and its affiliates’ originated portfolio, including retail installment sale contracts that were sold but are still being serviced by World Omni Financial Corp., had: 613,932, 610,440; 596,766; 602,402 and 604,898, respectively, retail installment sale contracts outstanding, respectively. The aggregate outstanding principal balances of retail installment sale contracts at the above dates, including retail installment sale contracts that were sold but are still being serviced by World Omni Financial Corp., were approximately \$14.1 billion, \$13.5 billion, \$12.7 billion, \$12.4 billion and \$12.0 billion, respectively.

The Company has a long-term debt rating of BBB+ (Stable) from Fitch Ratings. The Notes are not rated by any rating agency, and the Company does not intend to seek a rating for the Notes. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The following sets forth summarized financial information for the Company for the periods presented:

	For the year ended December 31,		
	2024	2023	2022
	(in millions, except ratios)		
Financing Revenue	\$1,545.5	\$1,351.3	1,316.4
Total Assets	17,641.0	17,008.8	16,424.9
Total Liabilities	15,483.9	14,944.2	14,427.1
Total Equity	2,157.0	2,064.6	1,997.8
Debt-to-Equity Ratio (1).....	6.9x	7.0x	7.0x

- (1) The ratio of (a) external debt plus intercompany debt plus deferred income tax liability minus cash and cash equivalents to (b) total equity.

The Company intends to make available on the program website at www.DrivingInvestments.com summarized annual financial information for so long as any Notes are outstanding.

USE OF PROCEEDS

The net proceeds from the sale of the Notes will be available for financing the Company’s operations which may include loans to affiliated entities, financing short-term and long-term assets, and for general corporate purposes.

DESCRIPTION OF THE NOTES

General

Your investment must be made in U.S. dollars and will be used to purchase Notes for you. Your investments in the Notes and interest thereon will be recorded on a register maintained by the Processing Agent. The Notes will

be issued in uncertificated form, and you will not receive any certificate or other instrument evidencing the Company's indebtedness. The principal amount of your Notes will be equal to all of your investments in the Notes, plus reinvested interest, less redemptions and fees, if any.

Interest payable on the Notes accrues daily and will be credited to your Notes and automatically reinvested on the last Business Day of each calendar month. If you elect to redeem Notes mid-month, interest is accrued daily up to the day immediately prior to the redemption date. If you elect to select automatic monthly interest redemption, the amount of interest that is accrued is transferred to the bank account linked to the Note account. For purposes of the Notes, a "Business Day" means any day other than Saturday, Sunday or any other day on which banks are authorized or required by federal, Pennsylvania, New York or Florida law, regulation or executive order to close.

The Driving Investments Notes register also includes the name(s), address(es), tax identification or social security number(s) and, in the case of natural persons, date(s) of birth of the owner(s) of the Notes. In addition, investors will be required to verify their status as an "accredited investor" as described in Appendix C and may be required to provide certain other information as required by applicable law. The Company will not accept facsimile signatures on any forms, change requests or any other document that affects a redemption or change in ownership of a Note. Subject to applicable law, the Notes may be owned individually, jointly, in a trust or custodial capacity or in the name of an entity established in or under the laws of the U.S., in each case that is an accredited investor.

The Company will not appoint a trustee and will not qualify an indenture under the Trust Indenture Act of 1939, as amended, with respect to the Notes. Therefore, the Processing Agent will have no fiduciary responsibilities to holders of the Notes nor will it coordinate any collective legal actions against the Company by the holders of the Notes with respect to the Company's obligations under the Notes. Each holder of a Note will be required to enforce the obligations of the Company under the Notes.

The Notes contain no covenants that would limit the amount of indebtedness that the Company may incur or the amount of dividends that the Company may pay.

The Notes will be unsecured general obligations of the Company and will rank equally with its other unsecured and unsubordinated indebtedness outstanding from time to time. The Notes are unsecured debt obligations solely of the Company and are not obligations of, or directly or indirectly guaranteed by, JMFE or any of its other affiliates.

The Notes do not constitute a savings, deposit or other bank account and are not insured by or subject to the protection of the Federal Deposit Insurance Corporation. The Notes are not a money market fund, which are typically diversified funds consisting of short-term debt securities of many issuers, and therefore do not meet the diversification and investment quality standards set forth for money market funds by the Investment Company Act of 1940, as amended.

The Notes will be issuable in any amount, subject to the minimums and maximums described below under "— Minimum Outstanding Investment" and "— Maximum Outstanding Investment," and will mature upon your demand or upon the Company's redemption of the Notes. The Notes will be identical except for their issue date and principal amount, and, in some cases, the interest rate (see "Basic and Tiered Interest Rates," below). The Company may reject any offer to purchase Notes in whole or in part, for any reason.

Investors will be provided with monthly statements showing a summary of all investments and redemptions, the amount of accrued and reinvested interest, the principal amount of the investor's Note at the end of the period, and fees, if any. With your consent, such statements may be provided to you electronically. An investor may obtain its current Notes balance at any time by calling 866-284-1045 or accessing the program website at www.DrivingInvestments.com and logging into their account.

The Notes have no stated maturity date and may be redeemed, in whole or in part, at the option of the investor at any time; provided, however, that redemptions are subject to certain minimum redemption amounts and, in certain instances, processing times, depending on the chosen money transfer methods (See "How to Redeem"—below). The Notes are not subject to any sinking fund.

The following will be "Events of Default" with respect to each investor's Note: (a) default in the payment of any interest or principal on such Note when due and payable, and continuation of such default for a period of 30 days

which is not due to administrative error (an administrative error shall not be considered an event of default unless such error shall have continued uncorrected for a period of 30 days after written notice from the affected Note holder to the Processing Agent with a copy to the Company); and (b) certain events in bankruptcy, insolvency or reorganization of the Company. In case an Event of Default shall have occurred and be continuing, the principal of and interest on the applicable Note shall become immediately due and payable.

Unless you agree otherwise, the Company has no right of set-off against any Note for indebtedness not related to such Note. The Company shall have the right to deduct from the principal amount of a Note any amounts invested by the Company in error in such Note. In addition, the Company may, in its sole discretion, put a block on your Notes in connection with an Internal Revenue Service notice, court order or pursuant to any other legal or governmental action or requirement.

Notes that are not accessed within statutorily specified time periods may be subject to applicable state laws regarding escheat (or forfeiture) to the state government of unclaimed Notes.

Eligible Investors

The Notes have not been registered under the U.S. Securities Act of 1933, as amended. Accordingly, the Notes are being offered and sold only to “Accredited Investors” in transactions that are exempt from the registration requirements of the Securities Act and state securities laws. The current definition of an “accredited investor” may be found in Appendix C to this Memorandum. The definition is also available in the FAQs section of the program website at www.DrivingInvestments.com. Each prospective investor is required to self certify his/her/its accredited investor status prior to enrollment as well as periodically while investing in the Notes. If an existing investor fails to re-certify his/her/its accredited investor status when required under the program, he/she/it may continue to earn and reinvest interest on their existing Notes, but will not be able to invest new funds.

Only U.S. citizens, and trusts, estates, partnerships, limited liability companies and corporations established in or under the laws of the U.S. may invest in the Notes. The Company reserves the right to reject an enrollment in the Driving Investments Notes program in its sole discretion for any reason.

Administration

The Company generally has full power and authority to amend the Driving Investments Notes program, to interpret its provisions, to waive requirements, to adopt rules and regulations, and to set and adjust the rate of interest to be paid, including, at the discretion of the Company, establishing tiered rates of interest with respect to Notes, including with aggregate principal amounts falling within different ranges as of an established periodic reference date.

The Company has appointed The Bank of New York Mellon as the Processing Agent to handle the day-to-day administration of the Driving Investments Notes program.

Basic and Tiered Interest Rates

The Notes bear multiple floating interest rates determined by the Company. In deciding on the interest rates, the Company examines, among other things, the level of interest rates generally available in the market and the changes in such interest rates that occur from time to time. The Company provides for differing interest rates based on, among other criteria, the size of individual Notes. In the future, the Company may provide for differing interest rates based on other criteria, such as investor entity type (individually, “Other Criterion” and collectively, “Other Criteria”). In the event that the Company determines to change from multiple interest rates to a uniform interest rate, from a uniform interest rate, if applicable in the future, to multiple interest rates or to use any Other Criteria, the Company will post notice of such change on the program website at www.DrivingInvestments.com which change will be effective the Business Day following such posting. The Company is not obligated to provide a uniform interest rate or to use Other Criterion. The rate of interest that the Notes bear for any period is not an indication or representation of future rates or interest for the Notes.

The current interest rate or rates will be posted on the program website at www.DrivingInvestments.com. The interest rate on the Notes is subject to change weekly. Any change will be posted on the program website at www.DrivingInvestments.com and will be effective the later of the Business Day following such posting or as

otherwise indicated on the program website. The rate of interest paid for any period on the Notes is not an indication or representation of future rates. Interest on the Notes is compounded daily, at the rate in effect each day, based on a 365-day year. During a leap year, the interest on the Notes is compounded daily, at the rate in effect each day, based on a 366-day year.

Interest payable on the Notes accrues daily and will be credited to your Notes and automatically reinvested in the last Business Day of each calendar month. If you elect to redeem Notes mid-month, interest is accrued daily up to the day immediately prior to the redemption date. If you elect to select automatic monthly interest redemption, the amount of interest that is accrued is transferred to the bank account linked to the Note account.

Fees

Investors may be charged a fee for outgoing wire transfers by the Processing Agent. Investors also may be charged a fee by their commercial bank or financial institution if they make an investment or receive a redemption amount by Automated Clearing House (“ACH”) or wire transfer. Investors will also be charged a monthly fee of \$5 for an open Note balance with a monthly average below the \$500 free minimum. The Company may assess certain fees from time to time for services as determined by the Company in its sole discretion. Any fees will be directly debited from your Note principal. Current program fees are attached as Appendix B and can also be found on the program website at www.DrivingInvestments.com and may be changed by the Company at any time. Any change to the amount of fees will be posted on the program website at www.DrivingInvestments.com and will be effective 30 days after the date of posting.

Obligation to Review Investment Activity and Maintain Accurate Information on File with the Processing Agent

You are responsible for promptly examining each monthly statement to determine the accuracy of all redemption and investment activity made that month. If your statement shows activity that you did not authorize, notify the Processing Agent promptly. If you fail to promptly report an unauthorized redemption, you may not be able to recover any losses resulting from the redemption. In addition, you must promptly provide the Processing Agent with notice of any change in your address. If your registered address is not kept up to date and mail is returned to the Company or to the Processing Agent and the Company cannot locate you, the Company may be required after a specified time period to remit your Note as abandoned property as required by applicable state unclaimed property law. In the event that correspondence from the Processing Agent is returned undelivered on multiple occasions without successful delivery, the Company reserves the right to cease further mailings to the provided address without prior notice and any notice will be deemed delivered. You may update your address on-line by visiting the program website at www.DrivingInvestments.com and logging into your account.

Minimum Outstanding Investment

While the minimum initial investment is \$5,000 (and additional investments may be made in increments as low as \$50), the Company has established a minimum outstanding investment of \$250.01. If the amount of your outstanding investment at month end is less than the minimum for three consecutive months, the Company may notify you in writing that the Company intends to redeem such Note. If the Company redeems your investment, the principal amount of your Note, including accrued and unpaid interest less any tax withholding, if applicable, and any other applicable fees, will be remitted to you using the information on file for your Note. Interest on the redeemed Notes accrues to, but does not include, the effective date of the redemption. The minimum required investment balance is subject to change at the Company’s discretion without prior notice to investors.

Maximum Outstanding Investment

The Company has established a maximum outstanding investment of \$500,000,000 per investor, including Notes held in different accounts or capacities. If the amount of your investment exceeds the maximum, the Company may notify you in writing that the Company may redeem the amount of your investment in excess of \$500,000,000. If the Company elects to make such a redemption, the Company will cause the Processing Agent to remit the excess, less any tax withholding, if applicable, and any applicable fees, to you using the information on file for your Note. Interest on the redeemed amount accrues to, but does not include, the effective date of the redemption. The maximum outstanding investment is subject to change at the discretion of the Company without prior notice to investors.

Modification, Suspension or Termination of Program

The Company intends the Driving Investments Notes program to be an indefinite method for investment but reserves the right at any time to terminate, to suspend, or, from time to time, to modify the program in part or in its entirety, or in respect of categories of investors, including but not limited to, investors located in one or more jurisdictions. The Company may, in its discretion, temporarily suspend the acceptance of new investment in Notes without such suspension constituting a suspension or termination of the program. No termination, modification or suspension will affect your right to redeem your Notes, diminish the net aggregate principal amount of your Notes as of the effective date thereof or decrease the interest rate payable on the Notes for any period prior to the date on which the change in such interest rate is announced. If the Company were to terminate the program, termination would be carried out by sending close-out checks or ACH redemptions to investors.

Governing Law

The Notes are governed by, and construed in accordance with, the laws of the State of New York.

Processing Agent

The Company has appointed The Bank of New York Mellon to act as the Processing Agent for the Notes. The Bank of New York Mellon is performing its duties under an agreement between the Company and The Bank of New York Mellon (the “BNY Agreement”) solely as the processing agent of the Company and service provider to the Company and does not assume any obligation or relationship of agency or trust, for or with you or on your behalf. The Company will issue the Notes offered hereby under the BNY Agreement. Services performed by the Processing Agent on behalf of the Company include:

- investment and redemption processing and accounting;
- preparation of statements and other correspondence;
- investor servicing;
- monthly reporting of the principal amount of Notes, accrual of interest income and payment and reinvestment of interest accrued; and
- required tax reporting and filings with the federal government.

Notices and Limitation of Liability

You must promptly provide the Processing Agent with notice of any change in your address by visiting the notes program website at www.DrivingInvestments.com and logging into your account. The notice will be effective as soon as practicable after receipt thereof by the Processing Agent.

All notices, statements and communications provided to you by the Company or the Processing Agent pursuant to the provisions of the program will be deemed to have been duly given when emailed or mailed by first-class mail, postage prepaid to the registered address of the registered owner(s) and all notices sent to your current address or current email address on record with the Processing Agent shall be deemed given to you personally, whether or not actually received. Statements can also be emailed at the customer’s request via online preferences. You must exercise reasonable promptness in examining each monthly Notes statement mailed to you to determine the accuracy of all redemptions and investments made that month to your Note(s). Failure to promptly report to the Processing Agent an unauthorized payment will result in your being liable for any losses resulting from the payment. In no event shall the Company or the Processing Agent be liable to you for any special, incidental, punitive, exemplary, indirect or consequential damages as a result of any redemption or attempted redemption by you or your failure to promptly report to the Processing Agent any other error on your monthly statement. All notices or communications from you to the Company and/or the Processing Agent must include your name and address, your tax identification or social security number and the Notes number assigned by the Processing Agent and must be signed by all registered owner(s) (including joint owners) of the Notes and must be signed exactly as the name(s) appear(s) on record for your Note(s). Such notices or communications to the Company must be sent to: World Omni Financial Corp., Driving Investments Notes, P.O. Box 535605, Pittsburgh, PA 15253-5605. Neither the Company nor the Processing Agent shall be liable for any loss or expense to you caused directly or indirectly by a government restriction (including the suspension of banking or settlement), war, terrorism, a strike, a

blackout, an epidemic, other wide-spread adverse event or any other condition beyond the Company or the Processing Agent's control. In addition, neither the Company nor the Processing Agent will have any obligation to contest any legal proceeding brought against a Note by any third party nor be liable for any payment of redemption proceeds from a Note to anyone other than the registered owner as a result of a legal proceeding or governmental action.

In addition, the Processing Agent shall not be liable to you for losses arising as a result of the Processing Agent's performance of the services.

Dispute Resolution

By investing in Notes you agree that any dispute or controversy between you and the Company shall be subject to, and shall be exclusively submitted to, binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association. Arbitration is final and binding on the parties. By choosing arbitration, you and the Company are each agreeing to waive the right to seek remedies in court, including the right to jury trial. Pre-arbitration discovery is generally more limited than and different from court proceedings. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate.

HOW TO INVEST

The minimum initial investment is \$5,000 and additional investments may be made in increments of \$50 or more. To make an initial investment in a Note, you must complete the Driving Investments Notes program online enrollment form, self-certify that you are an "accredited investor" and link a bank account from which your initial investment will be funded electronically. Following your initial investment, you may invest in the Notes at any time if you continue to qualify as an "accredited investor," without charge, by wire transfer, by charge to your bank account through the ACH network or by any other means permitted by the program. Investment by check is not permitted by the program. You will be required to maintain a minimum \$250.01 investment balance in your Note (see "Optional Redemption or Suspension by the Company" below). A \$5 fee per month will be assessed for any Note that maintains an average balance of less than \$500. All of your investments are required to be in U.S. dollars.

Investments by Wire Transfer

Once you have made your initial Notes investment, you may make subsequent investments by transferring funds via bank wire. The Company does not assess a fee for receipt of wire transfer investments to your Note. You will be assessed a fee for any wire transfer to redeem an investment in your Note in addition to any fees that your bank may charge you. The bank wire must include the designation "Driving Investments Notes," your name (as registered on your Notes), your address, and your 14-digit Note number. An investment by wire transfer of funds to the Processing Agent is invested in your Note on the Business Day the funds are received by the Processing Agent in proper form and begins to accrue interest on that day provided the funds have been received by the Processing Agent by 2:00 p.m. Eastern Time. Funds received after 2:00 p.m. Eastern Time are invested and begin to accrue interest on the next Business Day. Neither the Processing Agent nor the Company is responsible for delays in the transfer and wiring of funds. **Your investment made by wire transfer is available for redemption on the same Business Day the Processing Agent processes the investment of your wire transfer into your Notes.** You can confirm the date your investment was made by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into your account, or by utilizing the available automated phone system at 866-284-1045.

Investments by automatic monthly, periodic or ad-hoc electronic transfer (ACH) from a Bank Account

You may elect to authorize the Processing Agent to make an automatic monthly or periodic charge or an ad-hoc charge from a personal banking account. Upon receipt of proper authorization, the Processing Agent will prepare an ad-hoc electronic transfer or, in the case of monthly or periodic transfers, an automatic electronic transfer using up to two transfer dates each month, in each case drawn against your bank account for the amount authorized and on the Business Day you have requested. The proceeds from the electronic transfer are invested in your Note and begin to accrue interest on the same Business Day that the Processing Agent receives the electronic transfer. If the transfer day falls on a weekend, the transfer will be initiated on the next Business Day; provided, however, if an ACH automatic investment is set for the last weekend of a month, the investment will be made on the last Business Day of that month. You may elect

up to two transfer dates. **Your investments made by electronic transfer are available for redemption on the first Business Day after the Processing Agent processes the investment of your electronic transfer.** You can confirm the date your investment was made by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into your account, or by using the available automated phone system at 866-284-1045. An investor with banking instructions on file may make an ad-hoc investment by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into their account or by calling the Processing Agent during Processing Agent's regular business hours at 866-284-1045. To establish the automatic monthly or periodic charge to your banking account(s), you must elect this option on the program website, or obtain the necessary authorization form directly from the Processing Agent. You may change the amount(s) or day of transfer of your automatic monthly investment or terminate your automatic or periodic investment entirely at any time online or by providing written notice to the Processing Agent. Your notice is effective as soon as practicable after it is received by the Processing Agent. There is a set-up period each time you add, change or terminate the banking instruction(s) for either of the above investment options, which may take 10 Business Days or more.

Investments by direct investment of full or partial payroll, pension or Social Security payments

After your initial investment, you may elect to increase your investment in the Notes by instructing your place of employment, other issuer of regularly recurring payments, or, in the case of social security payments, the Social Security Administration, to invest all or a portion of your net payroll, annuity or pension payment, social security payment or other recurring payments directly into your Note and authorizing the Processing Agent to receive such investments. These investments may be made by direct investment through electronic transfer. The proceeds from direct investments made by electronic transfer of funds are invested in your Note and begin to accrue interest on the same Business Day that the Processing Agent receives the electronic transfer. If the transfer day falls on a weekend, the transfer will be initiated on the next Business Day. Your investments made by electronic transfer are available for redemption on the second Business Day after the Processing Agent processes the investment of your electronic transfer. You can confirm the date your direct investment was made by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into your account, or by using the available automated phone system at 866-284-1045.

Investments by Check

Investments by check are not permitted.

HOW TO REDEEM

You may redeem all or part of your Note at any time (subject to the limitations in the following sentence) by following the procedures described below. **Your investment will be available for redemption, in whole or in part, after one Business Day from the day the Processing Agent processed your investment in a Note.** While the Notes will always remain redeemable at the option of holders at any time, the Company reserves the right at any time to modify, suspend or terminate any of the redemption methods described below. All redemption proceeds will be paid via wire transfer or ACH transfer. Interest on a redeemed investment accrues to, but does not include the date of redemption. Any request for a change to your method of redemption or notice regarding your Note must be made on the applicable form.

Automatic monthly or quarterly principal ACH redemption

If you select this option on the enrollment form, you authorize the Processing Agent to automatically redeem on a monthly or quarterly basis a specified part of the principal of your Notes (minimum \$500). These options are available only if there are designated bank account instructions for redemption by ACH on file with the Processing Agent. You can also select these options after enrollment by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into your account. If you select either the automatic monthly or quarterly principal redemption option, the Processing Agent will establish the third Business Day prior to the end of the relevant month or quarter, as the case may be, as the redemption date. On the established redemption date, the Processing Agent will redeem a portion of the principal of your Note by an amount equal to the redemption amount that you have specified. The Processing Agent will send, via ACH transfer, the funds to your designated bank account.

Automatic monthly interest ACH redemption

If you select this option on the enrollment form, you authorize the Processing Agent to automatically redeem, on a monthly basis, the interest accrued and posted to your Notes. This option is only available if there are designated bank account instructions for redemption by ACH on file with the Processing Agent. You can also select this option after enrollment by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into your account. If you select the monthly interest redemption option, the Processing Agent will establish the last Business Day of such month as the redemption date. On the established redemption date, the Processing Agent will redeem the interest amount that would have been credited to your Note for that month. The Processing Agent will send, via ACH transfer, the funds to your designated bank account.

ACH Redemption

If you select this option, you authorize the Processing Agent to act on telephonic or electronic instructions from any person representing himself or herself to be a registered owner of the Note. You may make this election either through the automated phone system at 866-284-1045, through a customer service representative, or by accessing the Driving Investments Notes program website at www.DrivingInvestments.com and logging into your account. If the ACH redemption request is received by 1:45pm Eastern Time on any Business Day, then the funds will settle within the next Business Day following such request, subject to the Processing Agent's system capacity. If the request is received by the Processing Agent after 1:45p.m. Eastern Time on any Business Day, then the funds will settle on the second Business Day following the date of such request, subject to the Processing Agent's system capacity. The Processing Agent's record of your instructions is binding.

Redemption by Wire

If you select this option, you may redeem your Note, in part, during the Processing Agent's regular business hours but prior to 2:00 p.m. Eastern Time for same Business Day receipt, subject to the Processing Agent's system capacity, by having redemption proceeds of \$500 or more wired to a pre-designated bank account. You will be assessed a fee for any wire transfer redemption in addition to any fees that your bank may charge you. By using this option, you authorize the Processing Agent to act on telephone instructions from any person representing himself or herself to be a registered owner of the Note. The Processing Agent's record of any such instructions is binding. To use the Redemption by Wire option, you must designate, during enrollment, an account at a bank in the United States to receive the redemption proceeds. Once established, you may use this option by accessing the Driving Investments Notes program website at www.DrivingInvestments.com or by calling the Processing Agent during regular business hours through the automated phone system at 866-284-1045. Upon receipt of wire redemption instructions, the Processing Agent will redeem a portion of your Note sufficient to cover the amount specified in your wire redemption instructions. Neither the Processing Agent nor the Company is responsible for delays in the wiring of funds through the banking system or for the authenticity of redemption instructions.

Full Redemption/Note Closure

You may redeem your Note in full by providing telephone or written instructions to the Processing Agent to effect a full redemption. Written instructions must state your intention to redeem your Note in full and must be mailed to the Processing Agent at World Omni Financial Corp., Driving Investments Notes, PO BOX 535605, Pittsburgh, PA 15253-5605. Upon receiving your instructions, the Processing Agent will redeem in full your Note, including accrued and unpaid interest to, but excluding, the date of redemption. The Processing Agent will mail a bank check to the registered address or process an ACH redemption (if ACH instructions are on file).

Optional Redemption by the Company

The Company may redeem, at any time in its sole discretion, all or any part of the Notes. The Company may redeem, in its sole discretion, any particular Note that maintains a month end balance amount of \$250 or less for three consecutive months immediately following the month in which the month end balance of the Note first falls to or below \$250. Any redemption initiated by the Company would be paid via ACH redemption to the former investor. Neither the Company nor the Processing Agent is responsible for any losses that result due to such a redemption.

Suspension of Privileges to Comply with Law

The Company or the Processing Agent may suspend ACH transaction or wire transfer privileges, or suspend compliance with an investor's instructions with respect to the Note, at any time in its sole discretion in order to comply with applicable law, to prevent fraud, or for any other business reason. Neither the Company nor the Processing Agent is responsible for any losses that result due to such a suspension or redemption.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax consequences to you if you invest in the Notes. This discussion is based upon current provisions of the Internal Revenue Code, existing and proposed Treasury Regulations thereunder, current administrative rulings, judicial decisions and other applicable authorities. All of the foregoing are subject to change, which change may apply retroactively and could affect the continued validity of this summary.

The discussion addresses income tax consequences to you only if you are an individual who is a citizen or resident of the United States for federal income tax purposes and your Notes are capital assets in your hands (within the meaning of Section 1221 of the Internal Revenue Code) being purchased pursuant to this offering. This discussion does not purport to address all aspects of U.S. federal income taxation, such as the Medicare net investment income tax under Section 1411 of Internal Revenue Code. In addition, the discussion is included for general information only and may not be applicable to you depending on your particular situation or personal investment circumstances, such as, for example, if you are liable for any alternative minimum tax, are a securities dealer or one of certain electing securities traders who mark their securities positions to market, hold a Note as a position in a "straddle" or as part of a synthetic security or if you have a "functional currency" other than the U.S. dollar. You should consult your own tax adviser concerning the application of U.S. federal income tax laws, as well as the laws of any state, local or foreign taxing jurisdictions, to your situation.

Although the tax treatment of the Notes is uncertain, it would be reasonable to include in your income in each taxable year (or portion thereof) in which you hold a Note the interest that accrues on the Note during that taxable year (or portion thereof). Early in each year the Processing Agent will provide to you the full amount reportable as taxable income for the previous year. The Processing Agent also will file tax information returns as required by law. Backup withholding may apply to you if you fail to comply with applicable tax identification requirements. Interest accrued on the Notes also may be subject to state and local income taxes, and related tax reporting also may be applicable.

No rulings from the Internal Revenue Service (the "IRS") have or will be sought with respect to the matters discussed above. There can be no assurance that the IRS will not take a different position concerning the tax consequences of an investment in the Notes. It is possible that the IRS could assert that the Notes should be subject to some other method of taxation, which could cause the timing, amount and character of income includible by you to differ from the description above. You are individually responsible for complying with applicable federal, state and local tax laws and should consult your own tax adviser regarding all aspects of the taxation of and related reporting with respect to the Notes.

PLAN OF DISTRIBUTION

In certain jurisdictions, the Notes are offered on a continuous basis by the Company directly on its own behalf and no commissions will be paid. The Company may also from time to time designate agents through whom Notes may be offered. Only U.S. citizens that are accredited investors, and trusts, estates, partnerships, limited liability companies and corporations established in or under the laws of the U.S. that are accredited investors, may participate in the program.

The Company reserves the right to withdraw, cancel or modify the offer to sell Notes at any time without notice. The Company has the sole right to accept offers to purchase Notes and may reject, within its sole discretion, any proposed purchase of Notes in whole or in part.

The Notes are not and will not be listed on any securities exchange and there is no secondary market for them.

LEGAL OPINION

The legality of the Notes offered hereby were passed upon by Mayer Brown LLP.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum may contain certain forward-looking statements. Statements that are not historical facts, including statements about beliefs and expectations, are forward-looking statements. Forward-looking statements include information relating to, among other things, the Company's expectations regarding contract renewals. Forward-looking statements also include statements using words such as "expect," "anticipate," "intend," "plan," "believe," "estimates" or similar expressions. The Company has based these forward-looking statements on its current plans, estimates and projections, and you should not unduly rely on them.

Forward-looking statements are not guarantees of future performance. They involve risks, uncertainties and assumptions, including the risks discussed under "*Risk Factors*" in this Memorandum. Future performance and actual results may differ materially from those expressed in these forward-looking statements. Many of the factors that will determine these results and values are beyond the ability of the Company to control or predict. The forward-looking statements made in this Memorandum speak only as of the date stated on the cover page of this Memorandum. Other than as required by applicable law, the Company undertakes no obligation to publicly update or revise any forward-looking statements whether as a result of new information, future events or otherwise.

AVAILABLE INFORMATION

The Company maintains a website at www.worldomni.com on which it makes certain information available, including certain summarized financial information. The Company does not make its audited or interim financial statements publicly available. See "*Risk Factors — The Company does not make its financial statement publicly available and purchasers and holders of Notes will have limited access to financial information regarding the Company.*" For specific questions regarding the Company please contact the Company at the address below:

World Omni Financial Corp.
250 Jim Moran Blvd.
Deerfield Beach, Florida 33442
Telephone: (954) 429-2200

APPENDIX A – FORM OF NOTE

THIS NOTE IS NOT ASSIGNABLE OR TRANSFERABLE, IN WHOLE OR IN PART, EITHER DIRECTLY OR BY OPERATION OF LAW OR OTHERWISE. NO ATTEMPTED ASSIGNMENT OR TRANSFER HEREOF SHALL BE EFFECTIVE.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES.

WORLD OMNI FINANCIAL CORP.

Driving Investments Notes™

Variable Denomination Floating Rate Demand Note

WORLD OMNI FINANCIAL CORP., a corporation duly organized and existing under the laws of the State of Florida (hereinafter called the “Company,” which term includes any successor company), for value received, hereby promises to pay to The Bank of New York Mellon, as depositary (the “Depositary”), the aggregate unpaid principal amount of up to TWO BILLION DOLLARS (\$2,000,000,000) (the “Principal Balance”), if any, outstanding from time to time hereunder as shown on the books and records of the Company maintained by the Depositary for the Company’s Driving Investments Notes™ program (the “Program”) and, to the extent permitted by law, to pay interest on the Principal Balance, at a rate per annum from time to time determined by the Company. This Note is a duly authorized issue of promissory notes of the Company, designated as its Driving Investments Notes (the “Notes”).

1. Interest. Interest on the Principal Balance accrues daily until the Principal Balance has been paid or duly provided for and will be automatically reinvested on the last Business Day of each calendar month unless an investor elects to redeem its beneficial interest in this Note or automatically redeem accrued interest on this Note then, in each such case, interest will be credited on the day immediately prior to the redemption date. The Company may provide for differing interest rates on beneficial interests in this Note based on, among other criteria, the size of individual beneficial interests and the investor entity type (individually, “Other Criterion” and collectively, “Other Criteria”). In the event that the Company determines to change from multiple interest rates to a uniform interest rate, or from a uniform interest rate, if applicable, to multiple interest rates or to use any Other Criteria, the change will be effective on the next Business Day following such announcement. The interest rate on this Note is subject to change weekly and such change will be effective the next Business Day following such announcement. For purposes of the Program, a “Business Day” is any day other than a Saturday, Sunday or any other day on which banks are authorized by federal law or required by Pennsylvania, New York or Florida law to close. Interest on this Note is compounded daily, at the rate in effect each day, based on a 365-day year. During a leap year, the interest on this Note is compounded daily, at the rate in effect each day, based on a 366-day year. On and after the redemption date, interest ceases to accrue on beneficial interest in this Note being redeemed.

2. Redemption by the Holder. The Principal Balance hereof together with accrued interest hereunder not credited to the Principal Balance as herein provided shall be payable, in whole or in part, on demand by the holder of this Note at any time after the date hereof, subject to the procedures and limitations set forth in the operating guidelines applicable to the Program and agreed to from time to time between the Company and The Bank of New York Mellon, as processing agent for the Program (the “Processing Agent”).

3. Redemption by the Company. The Principal Balance hereof together with accrued interest hereunder not credited to the Principal Balance as herein provided may be redeemed by

the Company, in whole or in part, at any time and from time to time after the date hereof, subject to the procedures and limitations set forth in the operating guidelines applicable to the Program and agreed to from time to time between by the Company and the Processing Agent.

4. Payments. Payment of the Principal Balance hereof and accrued and unpaid interest on this Note will be made to the person whose name is set forth above, or in accordance with the instructions of such person given in accordance with the provisions of the Program, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

5. Events of Default. "Events of Default" means any one of the following events continued for the period of time, if any, and after the giving of notice, if any, designated in this Note:

(a) default in the payment of any interest or principal on this Note when due and payable, and continuance of such default for a period of 30 days; *provided, however*, that an administrative error relating to any beneficial interest in this Note or improperly identifying any beneficial interest in this Note shall not be considered in determining whether an Event of Default shall have occurred unless such error shall have continued uncorrected for a period of 30 days after written notification thereof to the Processing Agent for the Program, which may be the Depositary, with a copy to the Company, by the beneficial holder, the Company to be the sole judge of whether the error has been corrected; or

(b) a decree or order by a court having jurisdiction in the premises shall have been entered adjudging the Company bankrupt or insolvent, or approving as properly filed a petition seeking reorganization of the Company under the Bankruptcy Act of Title 11 of the United States Code, as amended from time to time (the "Federal Bankruptcy Code"), or any other similar applicable federal or state law, and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee (or other similar official) in bankruptcy or insolvency of the Company or of all or substantially all of the property of the Company or for the winding up or liquidation of the affairs of the Company shall have been entered, and such decree or order shall have continued undischarged and unstayed for a period of 60 days; or

(c) the Company shall institute proceedings to be adjudicated bankrupt, or shall consent to the filing of a bankruptcy proceeding against it, or shall file a petition or answer or consent seeking reorganization under the Federal Bankruptcy Code or any other similar applicable federal or state law, or shall consent to the filing of any such petition, or shall consent to the appointment of a receiver or liquidator or trustee or assignee (or other similar official) in bankruptcy or insolvency of it or of its property, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due.

If an Event of Default occurs and is continuing, then and in each and every case, unless the principal of this Note shall have already become due and payable, an investor, by notice in writing to the Company, with a copy to the Depositary, may declare such Investor's Principal Balance together with accrued interest thereon not credited to the Principal Balance to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable.

6. Unconditional Right to Receive Principal and Interest. No reference herein to any provision of this Note shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the Principal Balance of and interest on this Note at the place, at the respective times, at the rate and in the currency herein prescribed.

7. Persons Deemed Owners. At all times after the date hereof, the Company, the Processing Agent for the Program and any other paying agent may deem and treat the holder hereof as the absolute owner hereof (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment as herein provided and for all other purposes, and neither the Company nor any paying agent shall be affected by any notice to the contrary.

8. No Recourse Against Others. No recourse shall be had for the payment of the Principal Balance of or the interest on this Note, or for any claim based hereon, or otherwise in respect hereof, against any incorporator, stockholder, beneficial owner, member, manager, officer, director or employee, as such, past, present or future, of the Company or of any successor company, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

9. Definitive Notes. In the event (i) the Depositary delivers to the Company a written notice that it is unwilling or unable to continue to act as Depositary and a successor Depositary is not appointed by the Company within 90 days after the date of such notice from the Depositary or (ii) the Company in its sole discretion determines that this Note (in whole but not in part) in global form should be exchanged for definitive Notes and delivers a written notice to such effect to the Depositary, the Depositary shall surrender this Note to the Company for cancellation whereupon the Company will execute and deliver Notes of this series in definitive registered form without coupons, in an aggregate principal amount equal to the principal amount of this Note at the time outstanding in exchange for this Note.

10. Lost or Mutilated Note. If this Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated Note, or in lieu of or in substitution for a lost, stolen or destroyed Note, a new Note for the principal amount of this Note so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such Note, and of the ownership hereof, reasonably satisfactory to the Company.

11. Amendments. This Note may be amended or modified by the Company with the consent of the holder of this Note and investors owning beneficial interests in a majority in aggregate principal amount of this Note then outstanding; provided, that this Note may be amended or modified to cure any ambiguity, defect or inconsistency, to provide for assumption of Company obligations to the holder of this Note or to make any change that does not adversely affect the rights of any investor in any material respect without the consent of any investor or holder of this Note. Nothing herein shall limit the right of the Company at any time to terminate, to suspend or from time to time to modify the Program in part or in its entirety, or in respect of categories of investors, including but not limited to, investors located in one or more jurisdictions which shall be absolute and which shall not require the consent of any investor or holder of this Note.

12. Governing Law. This Note shall be deemed to be a contract made under the law of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of said State.

13. Headings. The headings contained herein are for convenience only, do not constitute a part of this Note and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, World Omni Financial Corp. has caused this instrument to be signed by its authorized officer.

Dated: May 19, 2025

WORLD OMNI FINANCIAL CORP.

By: _____
Name:

APPENDIX B – PROGRAM FEES

As of May 19, 2025

Driving Investments Program Fee List	
Service	Fee
Statement Copies	\$15
1099 Copies	\$10
Below Min Balance Fee (for balances less than \$250)	\$5
Overnight Fee	\$25
Domestic Wire Transaction	\$15
Account Maintenance Fee (for balances less than \$500)	\$5

APPENDIX C – ACCREDITED INVESTOR DEFINITION

In order to be eligible to invest in the Driving Investments NotesTM program, you must be an “accredited investor” as defined in Regulation D under the Securities Act. Under Regulation D as in effect currently, an investor is an “accredited investor” if he/she/it fits one or more of the below provisions.

If more than one person or entity is purchasing the Driving Investments Notes, each individual or entity must be an accredited investor.

- 1) A natural person who has an individual net worth*, or joint net worth with the person’s spouse, or spousal equivalent, that exceeds \$1 million at the time of the purchase;
- 2) A natural person with individual income exceeding \$200,000 in each of the two most recent years or joint income with that person’s spouse, or spousal equivalent, exceeding \$300,000 for each of those years and a reasonable expectation of reaching the same income level in the current year;
- 3) A tax exempt charitable organization, corporation, business trust or partnership not formed for the specific purpose of acquiring Driving Investments Notes with total assets exceeding \$5 million;
- 4) A bank, savings and loan association, broker or dealer or investment adviser registered pursuant to SEC rules, insurance company, SEC registered investment company, business development company, or licensed small business investment company;
- 5) An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, savings and loan association, insurance company, or SEC registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million or self-directed plan with investment decisions made solely for persons that are accredited investors;
- 6) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status. The professional certifications or designations or credentials currently recognized by the SEC as satisfying this criteria are posted on the SEC’s website;
- 7) Any family office, as defined in the Investment Advisers Act of 1940, with assets under management in excess of \$5 million that is not formed for the specific purpose of investing in the Driving Investments Notes and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment, or a family client of such a family office whose prospective investment in the Driving Investments Notes is directed by such family office;
- 8) An entity in which all the equity owners are accredited investors; or
- 9) A trust with assets in excess of \$5 million, not formed for the specific purpose of acquiring Driving Investments Notes, whose purchases are directed by a sophisticated person with such knowledge and experience in financial and business matters that is capable of evaluating the merits and risks of an investment in the Driving Investments Notes.

*Note: In calculating net worth, 1) do not include your primary residence as an asset, and 2) do not include debt on your primary residence as a liability with two exceptions: a) include debt secured by the primary residence to the extent that the amount of debt is greater than the fair market value of the primary residence, and b) include any increase in the amount of debt secured by the primary residence in the last 60 days. All other assets or liabilities (e.g., secondary residences) are included to their full extent at fair market value.