

# Hvbsbouf f e!Bvup!Qepuf dijpo!

Debt Cancellation Agreement/Addendum to the Financing Agreement

Agreement # RG80028291

<b>Cvzfs</b>			<b>Tf nrs</b>		
Name Joe	Dog		Name BLUE KNOB AUTO SALES		
Address 555			Address 2860 ROUTE 764		
City Any	State PA	Zip Code 15565	City DUNCANVILLE	State PA	Zip Code 16635

<b>Bt t jhof f !Gobodjbrtbt yw vjpo</b>					
Name FMC					

<b>Gobodjoh!Bhsf n f ou</b>					
Amount Financed \$25,000.00	Term of Financing Agreement 60 Months		Financing Agreement A.P.R. 7 %		Buyer Charge for GAP Coverage \$235.00

<b>Wf i jdrft, bgsn b jpo</b>					
Year 2007	Make JEEP	Model LIBERTY SPORT	Vehicle Identification Number 1J4GL48K07W572349	Mileage 25	

**Qpjd f !U jt !Ef cuDbodf n jpo!Bhsf n f ou!** Bhsf n f ou!jt !blqbs!pgZPVS!Gobodjoh!Bhsf n f ou!jt !opujot vsboodf !boe!epf t !opu!qspvjef ! hf of sbhjt!ocj!jz!dpw!shf -!ops!epf t !j!ugy!rj!m! f !s! r vjsf n f ou !pggobodjbrtbt qpot j!c!jz!r!t /U jt !dpw!shf n !bz!lo!pud!on qrfu! z!t!b!odf rh zpv!s!ef cu!Zpv!s!ef !j!ic!r!f!t!g!e!bz!e!j!g!f !s! o!d! l!c!f !x!f f !o!u !f !bn !pv!o!d!b!odf !n!e!l!boe!u !f !v!o!q!b!e!c!b!r!b!odf !p!g!z!p!v!s!Gobodjoh!Bhsf n f ou!U f ! qv!s!d! b!t f !p!g!u !j!t !d!p!w!shf !j!t !p!q!j!o!b!r!t!boe!l! b!t !o!p!c!f !b!o!j!h!p!o!u !f !f!y!u!f !o!j!p!o!l!p!g!d!s!f !e!j!u!u !f !u!f !s!n!t !p!g!u !f !o!s!f !e!j!u!o!p!s!u !f !u!f !s!n!t !p!g!u !f !t !b!r!f!t!p!g u !f !w! i jdrft!Zpv!n !bz!p!o!b!j!o!HBC!Qepu!dijpo!gpn !b!o!b!n!t!s!o!b!j!v!f !t !p!v!s!d! /Zpv!n !bz!t!b!odf !n!j !t !Bhsf n f ou!b!o!b!z!q!p!j!o!e!v!s!j!o!h!u !f !p!s!j!o!b!r!n !u!f !s!n!t !p!g!u !f !Gobodjoh!Bhsf n f ou!B!d!b!odf !n!j!p!o!s!f !r!v!f !t !u!f !e!x!j!u !j!o!4!1!e!b!z!t !p!g!q!v!s!d! b!t !f !j!t !f !r!j!n!j!c!r!f!t!g!s!b!g!r!m!e!f !g!o!e!l!j!z!p!v!l!i !w!f !o!p!u !j!o!d!v!s!e!l!b!u!p!b!r!t!t !/B!d!b!odf !n!j!p!o!s!f !r!v!f !t !u!f !e!x!j!u !j!o!4!1!e!b!z!t !p!g!q!v!s!d! b!t !f !x!j!m!e!f !s!f !g!o!e!l!b!o!p!e!j!o!h!u!p!u !f !o!s!p!s!o!b!n !f !u !p!e!

**Eligibility Limitations** - This Bhsf n f ou shall be void and a refund shall be payable if:  
 A. The Financing Agreement to which this Bhsf n f ou attaches is ineligible. A Financing Agreement is ineligible if:  
 1) Zpvsname does not appear on the Financing Agreement;  
 2) the Financing Agreement has: a) other than uniform monthly repayment terms for the full period of the agreement with the exception of incidental differences in the first and last payments; b) a first installment payment due more than 90 days after the Financing Agreement origination date; c) a term longer than 84 months; or d) an Amount Financed greater than \$75,000.  
 B. The wf i jdrft is ineligible. A wf i jdrft is ineligible if the wf i jdrft: 1) is not licensed for highway use; 2) is not principally garaged and used in the United States; 3) is used to carry goods or passengers for compensation; 4) is used to transport or tow for hire; 5) has a GVWR greater than 12,500 pounds; 6) has a branded title, which includes salvage titles; 7) is used as an emergency or police vehicle; 8) has less than four wheels; 9) is a conversion van unless converted by the manufacturer or a company approved by the manufacturer; or 10) is a motor home.  
 C. Zpv have concealed or misrepresented any material fact(s), or in the case of fraud.

**Coverage** - Coverage applies to the terms of the Financing Agreement on the Financing Agreement origination date. In the event of total loss of the wf i jdrft, Seller agrees to cancel the difference between the net payoff balance on the date of loss and 1) the primary carrier settlement prior to application of a deductible that does not exceed \$1,000.; or 2) if there is no primary carrier, the actual cash value. The maximum amount cancelled under this agreement is limited to 150% of the wf i jdrft value at Financing Agreement origination date and shall not exceed \$50,000.

**Bodf quodf !p!g!u !j!t !Bhsf n f ou!** Ux bou!p!q!v!s!d! b!t !f !u !j!t !Ef cuDbodf n jpo!Bhsf n f ou! My signature below means that I understand and agree to the coverage, terms and cvzfs charge and have verified that the information is accurate.

Buyer's Signature \_\_\_\_\_ Date 09/01/2009 Co-Buyer's Signature \_\_\_\_\_ Date 09/01/2009  
 Seller's Signature \_\_\_\_\_ Date 09/01/2009

U jt !Bhsf n f ou!n vt !d!f !q!v!s!d! b!t !f !e!p!o!u !f !Gobodjoh!Bhsf n f ou!p!g!j!o!b!j!p!o!l!e!b!u !/U jt !dpw!shf !x!j!m!e!p!u!o!f !q!s!p!v!e!f !e!l!v!o!r!f!t !t !z!p!v!b!o!d!f !q!u !boe!l!t !j!o!h!u !j!t !Bhsf n f ou!boe!l!b!h!s!f !l!p!q!b!z!u !f !c!v!z!f !s!d! !b!h!f !g!s!HBC!d!p!w!shf !/U jt !Bhsf n f ou!j!t !o!p!u!s!o!b!t !g!s!o!c!r!f!t!p!b!o!z!l!p!u !f !s!v!f !i !j!d!r!f! !p!s!Gobodjoh!Bhsf n f ou!

**Ben joit usups** Universal Underwriters Service Corporation has been appointed as the ben joit usups of this GAP Program and is authorized to assist zpv. Zpv may contact the Customer Service Department at: PO Box 7922, Shawnee Mission, KS 66207, or toll free at (888) 835-5083 with questions or to receive help in filing a GAP claim.

972-991-6303

Definitions

- Actual Cash Value** means the value of the vehicle as determined by the dealer. If no dealer exists, the value shall mean the average retail value of the vehicle as of the date of purchase using the region specific edition of the National Automotive Dealer's Association Official Used Car Guide (NADA guide), based upon information available on the options and condition of the vehicle.
- Buyer** means the purchaser of this lease.
- Default** means the date the vehicle sustains a total loss. If such date is indeterminable, the date shall be the date established by the police or the date the occurrence was reported to the police, whichever is earlier.
- Debt** means the amount owed by the lessee to pay off the outstanding balance under the provisions of the Financing Agreement as of the date of default less the following: 1) any amount added to the outstanding balance after the Financing Agreement origination date; 2) delinquent payments or taxes and associated charges; and 3) deferred payments and associated charges; and 4) refundable charges, including, but not limited to service contracts, credit life or accident and health insurance.
- Insurance** means the insurance company that: 1) is used by the lessee to provide physical damage insurance on the vehicle; or 2) provides liability coverage to any person who has caused the vehicle to incur a total loss.
- Total Loss** means a direct and accidental loss of or damage to the vehicle during the term of this lease and: 1) the total cost to repair the vehicle including related charges is greater than or equal to the average retail value of the vehicle as of the date of purchase using the NADA guide; or 2) the vehicle has been reported as stolen to the lessee's automobile physical damage insurance company and the police and has not been recovered for a minimum of 30 days after the date of purchase; or 3) the insurer has settled on a total loss basis.
- MSRP** means Manufacturer's Suggested Retail Price (MSRP) at the Financing Agreement origination date for new vehicles or the NADA guide at the Financing Agreement origination date for used vehicles.
- Vehicle** means the vehicle which is identified on the front page of this document and which is not an ineligible vehicle as defined in the Eligibility Limitations section of this lease.

Limitations and Exclusions

- The maximum amount cancelled under this lease shall be as stated above under Coverage but in any event: 1) shall never exceed 150% of the Manufacturer's Suggested Retail Price (or 150% of the NADA guide for used vehicles) of the vehicle, less the Actual Cash Value; or 2) \$50,000, whichever is less.
- Coverage does not apply and no part of the coverage will be cancelled due to loss or damage: 1) resulting from direct or indirect dishonest, fraudulent, criminal or illegal acts by the lessee or any party acting on the lessee's behalf; 2) due to legal confiscation of the vehicle by public official; 3) in the event of repossession; or 4) caused by an act where the lessee or any party acting on the lessee's behalf, intentionally damages the vehicle causing a total loss.

Term of GAP Coverage

This lease begins on the Financing Agreement origination date. This lease ends at the earliest of the following: 1) when the Financing Agreement is scheduled to be paid off; 2) when the Financing Agreement is paid off prior to scheduled expiration; 3) when this lease is cancelled by the lessee; or 4) when a claim has been paid under this lease. This lease shall not be extended beyond the Financing Agreement original expiration date.

Once all or any part of the lessee's debt has been cancelled under this lease this lease automatically terminates and no refund of any portion of the lessee's charge paid for this lease is due.

Cancellation of GAP Coverage

This lease may be cancelled at any time while the Financing Agreement is in effect if the lessee has not incurred a total loss. To cancel this lease please contact the Seller as indicated on the front side of this document. A cancellation requested within 30 days of purchase is eligible for a full refund. A cancellation request received after 30 days of purchase will be refunded according to the pro-rata method. When this lease ends because the lessee's Financing Agreement is paid off early, the lessee must send proof of payoff from the lessee's financial institution. The proof can be sent to the Seller where the lessee purchased this lease or to the lessor. Include the lessee's lease number on all correspondence. A refund will be paid or credited promptly to whom it is entitled. If the Seller assigns this lease the Assignee Financial Institution shall be listed as payee on all refunds and sole payee on all repossession refunds. The minimum refund shall be \$1.00.

Assignment

This lease will follow the Financing Agreement if Seller sells or assigns the Financing Agreement.

Claim Requirements

- The lessee must notify the lessor of a total loss within 90 days of the date of purchase, or not later than 90 days from the date of receipt of the insurer's settlement check. The claim department toll free number is (888) 801-3078. The lessor will provide the lessee with a GAP claim form. The lessee must complete this form and return to the lessor with all requested information as soon as practicable. The lessee's claim may be denied if these requirements are not met.
- The lessee must promptly, diligently and in good faith pursue the settlement by the insurer and cooperate with the lessor.
- The Seller/Assignee Financial Institution shall be listed as loss payee on all claim checks.