

September 09, 2021

Nataniel Agnew (Nate) Latchy Adm.
1200 Maryland Avenue SE
Ashington; DC 20590

Respected Authorities,

It is my utmost honor to be writing to such an inspiring personality like you.

I am [REDACTED] Senior Journalist, USA

As an ethical and senior-most Educational Journalist, I have had the honor to work with various International Newspapers and News Channels. I specialize in working with International Universities to bring about a positive change in the lives of aspiring students. In 2018, within a span of one year, I travelled 86,000 miles across America and interviewed more than 120 Universities' Presidents, Provosts, Deans, International Coordinators, and around 1800 students of respective American Universities. This work has been done with official invitations from universities. Please visit [REDACTED] for more details.

I travelled these 86,000 miles within a year in Lexus and Nissan cars- both of which are preowned certified cars. I never came across a single issue with these both cars during this long journey.

Having faith in preowned certified vehicles, we purchased a Porsche Cayenne Platinum Edition (2018 Model with Manufacturer's Warranty and Certified Preowned Vehicle Certificate), on July 29th, 2021, from Hennessy Porsche North America for my daughter [REDACTED] (Attachment 1)

We are cheated in the name of Certified Preowned Vehicle certificate.

The day we took our Porsche home, we noticed a lot of heat generation in the car- but we thought it will be fine going further, given the attention to detail of Porsche's Automobile Engineering.

The following days were not any better for my daughter- she missed a major accident **twice** on **different days** because of the unexpected burnt smell, smoke, and loud warnings of overheat of the engine by Porsche in the middle of a highway. (Attachment 2 and 3)

My daughter is a very strong and passionate individual working in the field of Pharmaceuticals amidst this pandemic, yet this incident caused her to panic due to the life-threatening situation she was put in and she wished to discontinue driving the vehicle after **two repeated incidents** with the car.

Due to all these incidents, my health has totally deteriorated, and I am extremely stressed out.

We cannot trust this vehicle anymore.

Despite saying no multiple times, the Porsche dealership has been harassing me with phone calls and voice messages and are forcing me to pick the vehicle or that they will deliver it at my home against my will. (Attachment 9)

We want a full refund back. We request you to please provide us with Justice.

The vehicle is still with the dealer. We just used the vehicle for about 4 days and drove less than 100 miles.

Once again, Porsche Corporate and Dealership are equally responsible for our family's life-threatening incidents, my mental health stress.

Please grant us with justice and take necessary actions against the Porsche dealership and corporate to avoid any life-threatening incidents to my family or anyone.

We truly believe that with your support and fairness will bring us Justice.

We hope justice prevails.

Thank you

[REDACTED]
Cumming GA [REDACTED]
[REDACTED]
Ph- [REDACTED]

All attachments and other necessary documents are enclosed.

We have not dared to take the Porsche out again after the two dangerous incidents. The car also emitted a strong burnt smell in the garage, scaring us so much so that we had to move the car into an open space.

We immediately informed the dealership and the Porsche Corporate about this repeated situation.

(Attachment 4)

The dealership mentioned to drop off the car at their showroom- however, I requested them to pick the car up as we were scared to drive the vehicle again. They picked up the vehicle.

Later, once they mentioned repairs were done, we were informed to pick the vehicle .

(Attachment 5)

We were still scared, so we requested the dealership to test drive it for a week until it is strongly ready.

On August 25th, 2021, I and my wife went to pick the vehicle after the Corporate and dealership both assured us at the highest level that the vehicle will not give us such trouble again.

(Attachment 6)

In about a few minutes after we picked up the vehicle, the engine got overheated **again for the third time now**, with a smoke and burning smell inside the car. The AC shutdown immediately, and we couldn't breathe properly. Being on highway, with cars and trucks around us at a high speed, I and my wife felt, those were our last moments of our lives. (Attachment 7)

Being a driver for almost 25 years, I managed to stop the car on the highway though I was very scared.

We called the dealership immediately, and they asked us to take the vehicle back to them. I tried to drive the car back with glasses rolled down and was constantly praying for nothing to happen again.

In those few minutes of going back as well, the car was extremely heated inside, and the engine was hot too.

A technician immediately checked, and he also observed the situation. He mentioned that the car was at a very high temperature.

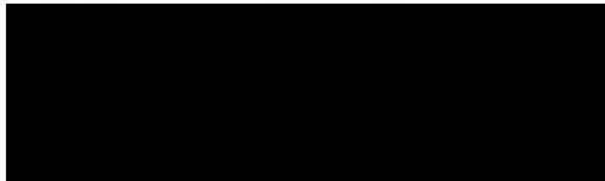
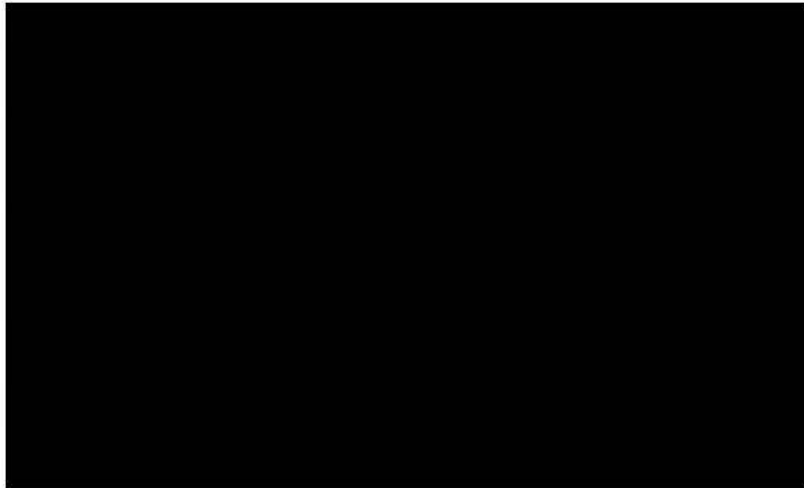
It scared me a lot to even imagine think what my kids must've gone through. We informed every single detail of these three incidents strongly to the Porsche Corporate in German, and USA.

The Corporate replied with a \$1000. (Attachment 8)

When I and my family were constantly thinking about the safety of our lives and the safety of everyone's else's lives around us on road, Porsche \$1000 response was very upsetting.

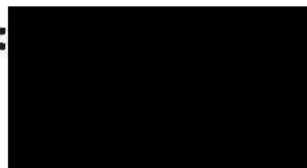
This is not just my family's safety, but also a concern of public safety.

I am even short of words to explain what terrifying events would've happened in those three incidents.

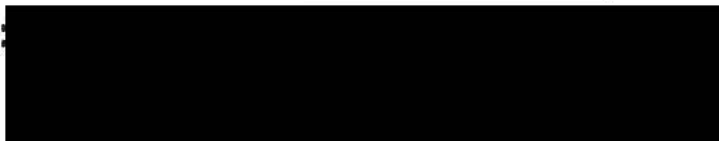


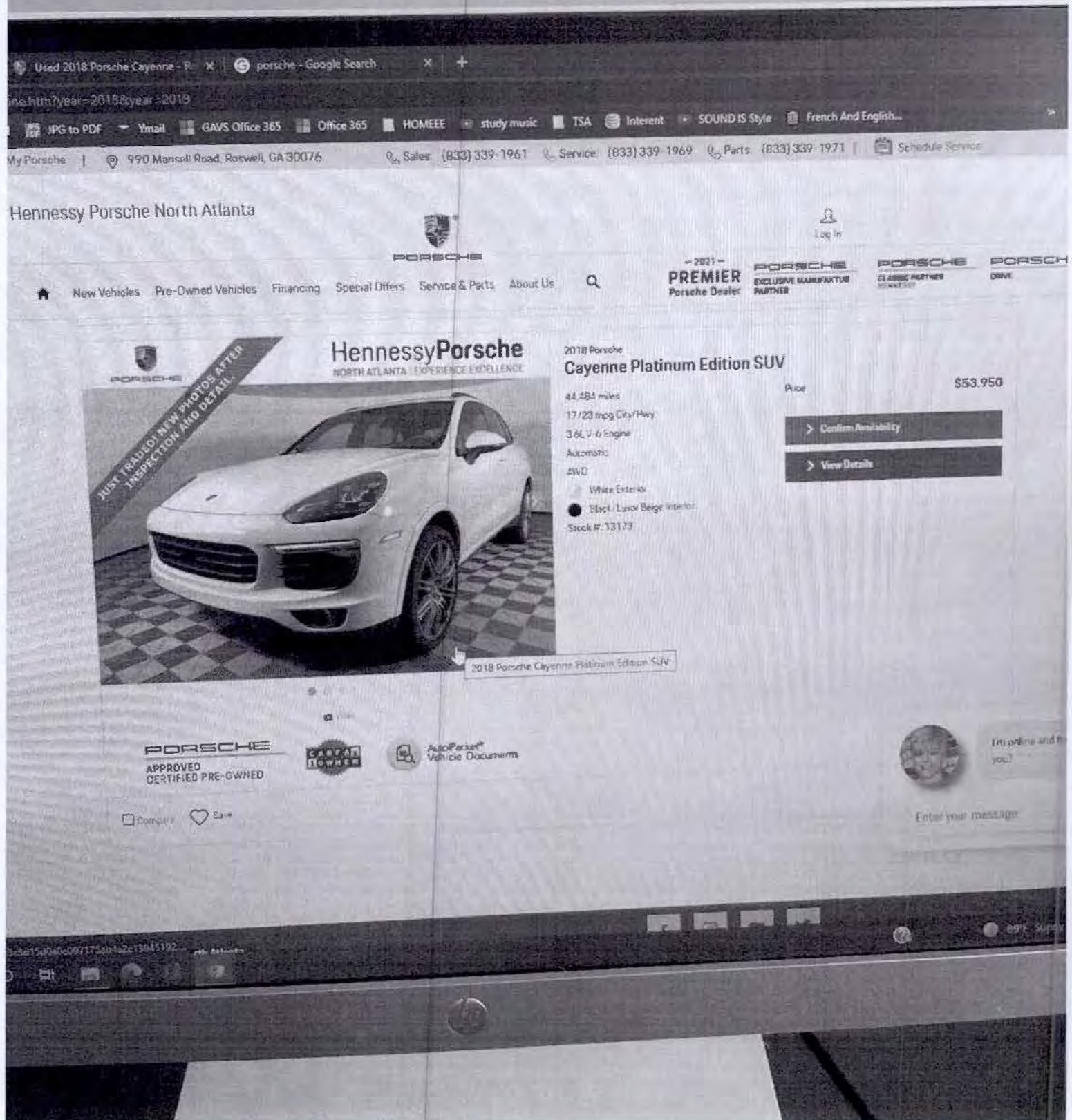
 Cumming GA 

Phone Number:



Email:













Engine too hot
Park vehicle
to cool down



4:24 PM



PORSCHE

HennessyPorsche

NORTH ATLANTA | EXPERIENCE EXCELLENCE



Deal Information:

STORE: 02 / BRANCH: 01

DEAL#: 54193

DEAL DATE: 07/29/2021

SLSP1: 3358 SHAUN JOHNSON FREEMON

F&I MGR: 990169 CHRISTOPHER VELEZ

CUST#:

Customer Information:

CUMMING, GA

Vehicle Information:

STOCK#: 13173 (USED)

VIN: WP1AA2A25J

2018 PORSCHE CAYENNE PLAT

PLATINUM EDITION AWD, WHITE / BLK/



PORSCHE

HennessyPorsche

NORTH ATLANTA | EXPERIENCE EXCELLENCE



END OF DEAL#: 54193

**Georgia Department of Revenue - Motor Vehicle Division
Form MV-1 Motor Vehicle Title Application**

For instructions on how to complete this form, please see Instructions on page 2.

**A VEHICLE INFORMATION**

Vehicle ID (VIN): WP1AA2A25J Current Title # _____ Year: 2018
Make: PORSCHE Current Title's State of Issue: _____ Color: WHITE
Model: CAYENNE PLAT ED GA County of Residence: FORSYTH Cylinders: 6
Body Style: PLATINUM EDITION AWD District # _____ Fuel Type: GAS
Odometer exceptions: ☐ EXEMPT ☐ Exceeds Mechanical Limits of Odometer ☐ Not the Actual Mileage, Warning Odometer discrepancy
Odometer Reading: 44505 Date Purchased: 07/29/2021

COMPLETE FOR ALL COMMERCIAL VEHICLES

Gross Vehicle Weight & Load: _____ Straight Truck? ☐ Yes ☐ No Used for Hire? ☐ Yes ☐ No
Type of Trailer Pulled? _____ Product Hauled? _____ Is this a Farm Vehicle? ☐ Yes ☐ No

B OWNER INFORMATION

Number of Owners: 1 Leased Vehicle: ☒ No ☐ Yes (If yes, complete Section D)
If purchased from an out-of-state business, did you pick up the vehicle out-of-state? ☐ Yes ☐ No
*Owner's signature below warrants: I do solemnly swear or affirm under criminal penalty of a felony for fraudulent use of a false or fictitious name or address or for making a material false statement punishable by fine up to \$5,000 or by imprisonment of up to five years, or both that the statements contained herein are true and accurate.

OWNER # 1

Full Legal Name: _____ Driver's License # _____ State: _____
Date of Birth: _____ Email Address: _____
Address: _____ VW CUMMING GA _____
Mailing Address: _____
*Signature of Owner 1 or Business Agent: _____ Date: 07/29/2021

OWNER # 2

Full Legal Name: _____ Driver's License # _____ State: _____
Date of Birth: _____ Email Address: _____ Phone # _____
Business Name: _____ Name of Agent: _____
Address: _____
Mailing Address: _____
*Signature of Owner 2 or Business Agent: _____ Date: _____

C SELLER INFORMATION

GA Dealer's/Bank's 12 Digit Customer ID # (If Applicable)
001109653335
Full Legal Name or Business Name and Address:
HENNESSY PORSCHE NORTH ATLANTA
990 MANSELL ROAD
ROSWELL GA 30076
If Georgia Seller, County Name: FULTON
Directly Financed Dealer Sale: ☐ Yes ☐ No

D LESSEE INFORMATION

Driver's License Number, if individual: _____
Lessee's Full Legal Name & Address or Business Lessee's Full Name & Address: _____

Lessee's GA County Name: _____
Lessee's Phone Number: _____

E SECURITY INTEREST OR LIENHOLDER INFORMATION (Attach any information on additional lienholders)

12 Digit ELT ID # 001000040136 Name: BANK OF AMERICA
Address: PO BOX 2759 JACKSONVILLE FL 32203-2759
12 Digit ELT ID # _____ Name: _____
Address: _____

F ATTORNEY IN FACT INFORMATION Attach original power of attorney if title is to be mailed to attorney in fact.

Name: _____
Mailing Address: _____
Phone Number: _____ Email Address: _____

Georgia Department of Revenue - Motor Vehicle Division
Form MV-1 Motor Vehicle Title Application
INSTRUCTION PAGE

Purpose of this Form: This form is to be used when applying for a tag and title and must be signed by all owners in Section B.
How to submit this Form: This form must be completed in its entirety, legibly printed or typed, and submitted along with all required document(s) to the county tag office in the county where you reside or to the Department of Revenue (DOR), when applicable. Please refer to <http://dor.georgia.gov> to locate the county tag office in your county of residence.

A VEHICLE INFORMATION

This section must be completed in its entirety. If you do not know the district in which you live, please check with your County Tag Office. Include all the requested information: Vehicle Identification Number (VIN), Make of vehicle, Model of vehicle, Current Title number, Current Title's State of Issue, Georgia County of Residence, District # (if known), Year of vehicle, Color, Cylinders of vehicle, Body style, Fuel Type, and Odometer information including: whether exempt, exceeds mechanical limits, not actual mileage. Also include Odometer reading and date purchase.

COMPLETE FOR ALL COMMERCIAL VEHICLES

This section must be completed for all request concerning a commercial vehicle.

B OWNER INFORMATION

List the number of owners, whether the vehicle is leased, and if it was purchased out-of-state.
All owners listed on the title must sign this form. By signing this form you are agreeing to the following:
**Owner's signature below warrants: I do solemnly swear or affirm under criminal penalty of a felony for fraudulent use of a false or fictitious name or address or for making a material false statement punishable by fine up to \$5,000 or by imprisonment of up to five years, or both that the statements contained herein are true and accurate.*

OWNER # 1

For Owner number one:

- If a business, provide the business name, the name of the signee, address, mailing address (if applicable), email address, and telephone number.
- If an individual, provide the driver's license number, state of issuance, full legal name, date of birth, address, mailing address (if applicable), email address, and telephone number.
- Signature is required.

OWNER # 2

For Owner number two:

- If a business, provide the business name, the name of the signee, address, mailing address (if applicable), email address, and telephone number.
- If an individual, provide the driver's license number, state of issuance, full legal name, date of birth, address, mailing address (if applicable), email address, and telephone number.
- Signature is required.

C SELLER INFORMATION

Provide:

- Georgia Dealer's or Bank's 12-digit Customer number (if applicable).
- Full legal name or business name and address.
- Georgia county (if applicable), and
- Whether the vehicle was directly financed by the dealer.

D LESSEE INFORMATION

Provide:

- Lessee's driver's license number (if individual),
- Lessee's Full legal name and address or Business Lessee's full name and address, and
- Lessee's Georgia County name
- Lessee's phone number

D SECURITY INTEREST OR LIENHOLDER INFORMATION (Attach any information on additional lienholders)

List the following for the first two security interest or lienholders (attach any additional lienholder information to this form)

- 12 Digit Customer ID #
- Name
- Address

F ATTORNEY IN FACT INFORMATION Attached original power of attorney if title is to be mailed to attorney in fact.

If using a Power of Attorney, attach the Power of Attorney and fill in their:

- Name
- Mailing Address
- Phone Number
- Email Address

MV-7D (Revised 12-2017)
Web and MV Manual**Georgia Department of Revenue - Motor Vehicle Division**
State and Local Title Ad Valorem Tax (TAVT) Fees

Purpose of this Form: This form is to be used by a Georgia Dealer to indicate the calculation of the TAVT. This form must agree with the original purchase agreement or bill of sale.

How to submit this Form: This form must be completed in its entirety, legibly printed or typed, and submitted along with a completed Application for Georgia Certificate of Title and purchase agreement / bill of sale.

A DEALER INFORMATION

Georgia Dealer's Full Legal Name:	HENNESSY PORSCHE NORTH ATLANTA	12-Digit Dealer ID No.:	001109653335
Dealer Address:	990 MANSELL ROAD		
City:	ROSWELL	State:	G A ZIP Code: 30076

B VEHICLE INFORMATION

Vehicle Identification No. (VIN):	W P 1 A A 2 A 2 5 J K [REDACTED]											
Year:	2018	Make:	PORSCHE	Model:	CAYENNE PLAT ED	Body Style:	PLATINUM EDITIO					
Date of Purchase:	07/29/2021	Odometer Reading:	4 4 5 0 5	Check applicable box:	☐ MSO/MCO ☒ Certificate of Title							
Title No.:	[REDACTED]											
State of Issuance: [REDACTED]												

C BUYER INFORMATION

Primary Buyer's Full Legal Name:	[REDACTED]	Driver's License No. / Customer ID No.:	[REDACTED]
Residential Address:	[REDACTED]		
City:	CUMMING	State:	G A ZIP Code: [REDACTED] County of Residence: FORSYTH
Secondary Buyer's Full Legal Name:	N/A	Driver's License No. / Customer ID No.:	N/A

D TRANSACTION INFORMATION

TYPE OF TRANSACTION	TYPE OF PURCHASE	FOR NEW LEASE VEHICLE ONLY
☐ New Vehicle	☒ Retail Sale	☐ Total Lease Payments (including down payments) \$ N/A
☒ Used Vehicle	☐ Leased Vehicle	☐ Agreed Upon Value \$ N/A

TITLE AD VALOREM TAX (TAVT) DUE

TAVT Base Value * (Populated/Generated from Bill of Sale or Department of Revenue data feed.)	\$	51405.34
Other Taxable Fees - New Vehicle Only		
• Include labor, freight, delivery, dealer fees and similar charges, tangible accessories, dealer add-ons and mark-ups.		
• Do not include federal retailer's excise tax or extended warranty, service contract, maintenance agreement or similar products.	+ \$	N/A
Manufacturer's Rebate - New Vehicle Only (Does not apply to Total Lease Payments option.)	- \$	N/A
Total Trade-In Value of Vehicle(s) from SCHEDULE A (Does not apply to Total Lease Payments option.)	- \$	N/A
Net Fair Market Value Subject to TAVT	= \$	52195.34
TAVT Rate	Check ☐ if TAVT Exempt x	6.60 %
Total TAVT Due	= \$	3444.89

Have a question? Visit our website at <http://dor.georgia.gov/motor-vehicles> or scan the QR code above for more information.

E REDUCTIONS FOR TRADE-IN VEHICLE(S) - SCHEDULE A**VEHICLE #1 TRADE-IN ALLOWANCE**

Vehicle Identification No. (VIN):														
Year:	Make:	Model:		Body Style:										
Odometer Reading:					Trade-In Value:									

VEHICLE #2 TRADE-IN ALLOWANCE

Vehicle Identification No. (VIN):														
Year:	Make:	Model:		Body Style:										
Odometer Reading:					Trade-In Value:									

F CERTIFICATION

The undersigned hereby certifies that the information contained herein is true and accurate.

Pursuant to O.C.G.A. §§ 40-3-1 et seq. & 16-10-71, a person to whom a lawful oath or affirmation has been administered or who executes a document knowing that it purports to be an acknowledgment of a lawful oath or affirmation commits the offense of false swearing when, in any matter or thing other than a judicial proceeding, he knowingly and willfully makes a false statement. A person convicted of the offense of false swearing shall be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both. A dealer of new or used motor vehicles that accepts an application for title and state and local title ad valorem tax fees and converts such fees to his or her own use shall be guilty of theft by conversion and, upon conviction, shall be punished as provided in Code Section 16-8-12 O.C.G.A. § 48-5C-1(b)(1)(F).

Primary Buyer's Printed Legal Name:	Signature:	Date:
Secondary Buyer's Printed Legal Name:	Signature:	Date:
Seller or Authorized Agent of Selling Dealer Printed Legal Name:	Signature:	Date:

IMPORTANT INFORMATION*** TAVT Base Value:**

For a new vehicle (not leased), the TAVT base value is the higher of these two amounts:

1. Base sale price plus other taxable fees or
2. The Georgia Department of Revenue vehicle value.

For a new vehicle that is leased (with the Agreed Upon Value option), the TAVT base value is the higher of these two amounts:

1. Vehicle value specified in the lease agreement (base sale price) plus other taxable fees or
2. The Georgia Department of Revenue vehicle value.

For a new vehicle that is leased (with the Total Lease Payments option), the TAVT base value is the total of lease payments (including any down payment made on the lease).

For a used vehicle, the TAVT base value is the Georgia Department of Revenue vehicle value, or the higher of these two amounts if the Georgia Department of Revenue vehicle value is not found:

1. Purchase price or
2. Vehicle value from the NADA used car guide.

Have a question? Visit our website at <http://dor.georgia.gov/motor-vehicles> or scan the QR code above for more information.

IMMEDIATE DELIVERY AND BAILMENT AGREEMENT

[REDACTED] in the process of purchasing or leasing the following vehicle (the "Vehicle") from Hennessy Porsche of North Atlanta: Year 2018 ; Make PORSCHE CAYENNE P ; VIN WP1AA2A25J [REDACTED]. I understand that the purchase or lease will be dependent upon Hennessy Porsche of North Atlanta: receiving approval of my credit with regard to my installment contract or lease agreement. Pending such credit approval and as a convenience to me, I request that Hennessy Porsche of North Atlanta: grant me possession of the Vehicle. My signature below affirms that all credit information supplied by me to date is true and correct, and any untrue statement by me with regard to my credit information shall entitle Hennessy Porsche of North Atlanta: to immediately reclaim possession of the Vehicle. I acknowledge that I am receiving a limited right to possess the Vehicle and that I am not acquiring any title in the Vehicle unless and until Hennessy Porsche of North Atlanta: receives approval of my credit and the purchase or lease becomes final through execution and delivery of the appropriate documents. I acknowledge receipt of the Vehicle and agree that if credit approval is not received within a time satisfactory to Hennessy Porsche of North Atlanta:, such lack of approval shall be considered an event of default under the installment contract or lease agreement. In such event, I agree to return the Vehicle to Hennessy Porsche of North Atlanta: in the same condition as when the Vehicle was delivered to me (ordinary wear and tear expected), which return shall be made by me within 24 hours of receiving notice from Hennessy Porsche of North Atlanta: that my credit has not been approved. Notice shall be deemed received upon the earlier of: (a) my written or oral acknowledgement of receipt of the notice; (b) receipt of the notice by messenger; or (c) posting of such notice on the front door at the address set forth below.

In the event that I fail to return the Vehicle in accordance with this Agreement, I agree that Hennessy Porsche of North Atlanta: may avail itself of all remedies available to Hennessy Porsche of North Atlanta: under Georgia law including, without limitation, repossession of the Vehicle wherever the Vehicle may be found. I also agree that I shall be liable for all costs of such repossession, a usage fee of \$100.00 for each day that I have possessed the Vehicle, any costs incurred to restore the Vehicle to the promised condition, all legal fees and expenses incurred relating to the enforcement of this Agreement, and all other damages suffered by Hennessy Porsche of North Atlanta: I hereby waive and release any claim that I may have against and agree to hold harmless Hennessy Porsche of North Atlanta:, Hennessy Porsche of North Atlanta's: employees and agents, and any third parties with whom Hennessy Porsche of North Atlanta: may contract in connection with any repossession of the Vehicle.

In the event that I am transferring title of another vehicle (Year _____ ; Make _____ ; and VIN _____) (the "Trade-In") to Hennessy Porsche of North Atlanta: in connection with the proposed purchase or lease of the Vehicle, I understand that Hennessy Lexus of Gwinnett will return the Trade-In to me when I return the Vehicle to Hennessy Porsche of North Atlanta: provided, however, that if Hennessy Porsche of North Atlanta: has transferred possession of the Trade-In to a third party, Hennessy Porsche of North Atlanta: shall be under no obligation to return the Trade-In to me. If my purchase or lease of the Vehicle is not completed for any reason and Hennessy Porsche of North Atlanta: has sold or transferred the Trade-In to a third party, Hennessy shall be required to pay me \$ _____ as full and final payment for the purchase of the Trade-In. I agree to be responsible for any payments that become due on the Trade-In through and including the date that my purchase or lease of the Vehicle becomes final.

I acknowledge that I am responsible for obtaining liability and comprehensive/collision insurance for the Vehicle sufficient to cover any damages suffered by Hennessy Porsche of North Atlanta: including, without limitation, a total loss of the Vehicle. I agree to provide Hennessy Porsche of North Atlanta: with proof that I have obtained such insurance prior to taking possession. I acknowledge that I am under a duty to exercise care and diligence in protecting the Vehicle and, if the Vehicle is damaged or lost while in my possession and the insurance maintained by me is insufficient to repair or replace the Vehicle, I agree to maintain individually liable for any damage to the Vehicle.

N/A
Co-Buyer Name

[REDACTED]
Address

CUMMING GA
City State Zip

N/A
Co-Buyer Signature

[REDACTED]
Date

07/29/2021
Date



ADDITIONAL TERMS AND CONDITIONS

It is further understood and agreed:

The agreement on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. As used in this Bill of Sale the terms (a) "Dealer" shall mean the authorized dealer whose name appears on the first page of this Bill of Sale, (b) "Purchaser" shall mean the party identified in section 2 on the first page of this Bill of Sale, (c) "Vehicle" shall mean the vehicle identified in section 3 on the first page of this Bill of Sale, (d) "Manufacturer" shall mean the division that manufactured the Vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Bill of Sale and that references to Manufacturer herein are for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles, (e) "Trade-In Vehicle" shall mean the vehicle, if any, identified in section 4 on the first page of this Bill of Sale, and (f) "Transaction" shall mean the sale of the Vehicle from Dealer to Purchaser evidenced by this Bill of Sale.

2. Manufacturer has reserved the right, without prior notice, to change the price to Dealer of new motor vehicles. If the price to Dealer of the Vehicle is changed by Manufacturer prior to delivery of the Vehicle to Purchaser, Dealer shall have the right to change the cash delivered price of the Vehicle to Purchaser accordingly. If the cash delivered price of the Vehicle is increased by Dealer as contemplated by the immediately preceding sentence, Purchaser may, at Purchaser's election, cancel this Transaction until-but not after-Purchaser accepts delivery of the Vehicle from Dealer. If Purchaser so cancels the Transaction, any Trade-In Vehicle received by Dealer as partial consideration for the Vehicle shall be returned to Purchaser; provided, however, that Dealer shall have no obligation to return the Trade-In Vehicle to Purchaser if the Trade-In Vehicle has been sold by Dealer. If the Trade-In Vehicle has been sold by Dealer, Dealer's obligations to Purchaser with respect to the Trade-In Vehicle shall be governed by paragraph 11 below.

3. If the Trade-In Vehicle is not to be delivered to Dealer until delivery to Purchaser of the Vehicle, the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made by Dealer for the Trade-In Vehicle. If the reappraised value of the Trade-In Vehicle is lower than the original allowance therefor shown on line J on the first page of this Bill of Sale, Purchaser may, at Purchaser's option, cancel the Transaction; provided, however, that such right to cancel must be exercised by Purchaser, if at all, prior to the delivery of (i) the Vehicle to Purchaser, and (ii) the Trade-In Vehicle to Dealer.

4. Unless this Bill of Sale is cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Purchaser shall be obligated unconditionally to accept delivery of the Vehicle and to comply with the terms of this Bill of Sale. If Purchaser fails or refuses to accept delivery of the Vehicle or to comply with the terms of this Bill of Sale, Dealer shall have the right, as Dealer's sole and exclusive remedy, to retain as liquidated damages the cash deposit paid by Purchaser in the amount shown on Purchaser's order for the Vehicle and/or the cash receipt delivered by Dealer at the time of Purchaser's order. Purchaser and Dealer hereby expressly acknowledge and agree that (i) the amount of said cash deposit is reasonably related to the amount of loss for Dealer resulting from Purchaser's failure or refusal to accept delivery of the Vehicle and otherwise comply with the terms of this Bill of Sale, and (ii) the damages for Dealer resulting from Purchaser's said failure or refusal are uncertain in nature or amount or are difficult of ascertainment. Accordingly, Purchaser and Dealer hereby further expressly acknowledge and agree that Dealer's retention of said cash deposit shall constitute liquidated damages with the meaning of O.C.G.A. Section 13-6-7, and shall not constitute or be deemed a penalty under Georgia law.

5. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in the Vehicle either before or after delivery of the Vehicle to Purchaser.

6. Dealer shall not be liable for failure to deliver the Vehicle or delay in delivering the Vehicle if such failure or delay is due, in whole or in part, to any cause beyond the control of Dealer or without the fault or gross negligence of Dealer.

7. The price for the Vehicle specified on the first page of this Bill of Sale includes reimbursement for federal excise taxes, but does not include TAVT/SALES taxes, use taxes or occupational taxes based on sales volume (federal, state or local), unless expressly so stated on the first page of this Bill of Sale. Except only to the extent prohibited by law, Purchaser assumes and agrees to pay any and all such TAVT/SALES, use or occupational taxes imposed on or applicable to the Transaction, regardless of which party may have primary tax liability therefor.

8. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, MADE BY DEALER WITH RESPECT TO THE VEHICLE. IF THE VEHICLE IS A NEW VEHICLE, THE PRINTED MANUFACTURER NEW VEHICLE WARRANTY DELIVERED TO PURCHASER WITH THE VEHICLE SHALL APPLY AND SAID MANUFACTURER WARRANTY IS HEREBY MADE A PART OF THIS BILL OF SALE AS THOUGH FULLY SET FORTH HEREIN. THE NEW VEHICLE WARRANTY OF THE MANUFACTURER IS THE ONLY WARRANTY APPLICABLE TO THE VEHICLE AND SAID MANUFACTURER WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES BY DEALER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE VEHICLE IS A USED VEHICLE, THE APPLICABILITY OF AN EXISTING MANUFACTURER WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY.**

9. If the Vehicle is a used vehicle, the sale evidenced by this Bill of Sale is without any guarantee or warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose, except as may be otherwise specifically provided in writing (i) on the first page of this Bill of Sale, or (ii) in a separate writing furnished to Purchaser by Dealer.

10. Purchaser, before or at the time of delivery of the Vehicle, shall execute such other documents as may be required by the terms and conditions of payment indicated on the first page of this Bill of Sale.

11. If the Transaction is not consummated for any reason, and if the Trade-In Vehicle is sold by Dealer, Dealer's sole obligation to Purchaser with respect to the Trade-In Vehicle shall be the obligation to deliver to Purchaser an amount equal to the Trade-In Value (as that term is hereinafter defined) of the Trade-In Vehicle, less reasonable expenses incurred by Dealer in storing, insuring, reconditioning, repairing and selling the Trade-In Vehicle. As used in this paragraph, the term "Trade-In Value" shall mean the lesser of (i) the gross trade-in allowance shown on line J on the first page of this Bill of Sale, or (ii) the reappraised value of the Trade-In Vehicle, as determined under paragraph 3 above.

12. Purchaser acknowledges that there may have been certain transit and/or storage damage to the Vehicle and Purchaser hereby releases Dealer from any and all claims arising out of any such transit and/or storage damage.

DEAL #: 54193 CUST #:		STOCK NUMBER		DATE		SALESPERSON		INVOICE NO.	
HENNESSY PORSCHE ATLANTA		13173		07/29/2021		SHAUN JOHNSON FREEM			
2 CUSTOMER INFORMATION FOR TITLE PURPOSES		NAME (FIRST, LAST)				HOME PHONE			
STREET ADDRESS									
CITY		STATE		ZIP CODE		COUNTY			
CUMMING		GA				FORSYTH			
3 YEAR		MAKE		MODEL		VEHICLE IDENTIFICATION NUMBER			
2018		PORSCHE		CAYENNE PLATED USED		WPLA2A25J			
6		WHITE / BLK/LUX				STATE		MILEAGE @ DEL.	
						GA		44505	
4 YEAR		TRADE NAME		MODEL		MILEAGE		VEHICLE IDENTIFICATION NUMBER	
5 PAYOFF AMOUNT		GOOD UNTIL		ACCOUNT NUMBER		6 LIEN HOLDER INFORMATION			
						BANK OF AMERICA			
PAYOFF OWED TO (BANK OR CREDIT UNION)						STREET ADDRESS			
						PO BOX 2759			
STREET ADDRESS						CITY		STATE ZIP	
						JACKSONVILLE		FL 32203-2759	
CITY		STATE		ZIP		7 INSURANCE COMPANY			
						GEICO			
NOTATIONS EXCEPTIONS REVISIONS						INSURANCE INFORMATION POLICY NUMBER			
						029385828			
						8 CASH PURCHASE PRICE		51405.34	



A	BASE OR LIST PRICE	53950.00
B		
C		
D		
E		
F	TOTAL PRICE INCLUDING DEALER OPTIONS	53950.00
G	DEALER SERVICES FEE	695.00
H	DISCOUNT	2544.66
I	ADJUSTED PRICE INCLUDING DISCOUNT	52100.34
J	GROSS TRADE-IN ALLOWANCE	N/A
K	TAXABLE AMOUNT	52195.34
L	TAXT / SALES TAX 6.60%	3444.89
M	GA WARRANTY RIGHTS FEE	N/A
N	TITLE FEE	18.00
	TAG FEE	120.00
O	PRICE INCLUDING TAX AND FEES	55683.23
P	BALANCE OWED ON TRADE	N/A
Q	TOTAL PURCHASE PRICE W/ TRADE	55683.23
R	CASH DOWN	20000.00
S	REBATE	N/A
T	UNPAID BALANCE	35683.23
U		
V	DING AND DE DRIVER CARE	995.00 2295.00
W		
X	NET DUE UPON DEL CASH / CHECK CONTRACT	38973.23

FACTS**WHAT DOES HENNESSY PORSCHE DO
WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Credit history and credit scores
- Employment information and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Hennessy Porsche chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Hennessy Porsche share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We do not share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

Call 770-643-6100 and ask for the Finance Department



What we do

How does Hennessy Porsche protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Hennessy Porsche collect my personal information?	We collect your personal information, for example, when you • Apply for financing • Apply for a lease • Provide employment information • Give us your contact information • Show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • <i>Hennessy Porsche does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • <i>Hennessy Porsche does not share with our nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>Hennessy Porsche does not jointly market.</i>

Other important information

By signing  I agree to the terms of this Privacy Notice:

Signature		Date	____/____/2021	Signature	_____	Date	_____
				Print Name	_____		

Hennessy Porsche North Atlanta
990 Mansell Road
Roswell, GA 30076
(770) 643-6100



NAM [REDACTED] STOCK# 13173 NEW USED XX
STREET [REDACTED] YEAR 2018 MAKE PORSCHE
CITY CUMMING STATE GA ZIP [REDACTED] MODEL CAYENNE PLAT ED
PHONE [REDACTED] VIN# WP1AA2A25J
SALESMAN SHAUN JOHNSON FREEMAN DELIVERY DATE 07/29/2021

WE OWE /RO FORM

QTY	PART NUMBER	ITEM DESCRIPTION	PART COST	LABOR COST
NOTHING BUT GREAT SERVICE				

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT with the SERVICE DEPARTMENT before the above work can be performed.



Manager Approval

07/29/2021
Date



RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Buyer Name and Address [REDACTED] CUMMING GA FORSYTH	Co-Buyer Name and Address [REDACTED] [REDACTED] [REDACTED]	Seller-Creditor (Name and Address) HENNESSY PORSCHE NORTH ATLANTA 990 MANSELL ROAD ROSWELL GA 30076
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used USED	Year 2018	Make and Model PORSCHE CAYENNE PLAT ED	Vehicle Identification Number WP1AA2A25JF [REDACTED]	Primary Use For Which Purchased Personal, family or household (unless otherwise indicated below) ☐ business ☐ agricultural ☒ N/A
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FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 20000.00 is \$ 60916.40
1.90 %	\$ 1943.17	\$ 38973.23	\$ 40916.40	\$ 60916.40

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
60	\$ 681.94	MONTHLY beginning 09/12/2021
N/A	\$ N/A	N/A
N/A		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 50.00 or 5 % of the part of the payment that is late, whichever is less.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A Year N/A SELLER'S INITIALS N/A

Returned Check Charge: You agree to pay a charge equal to the greater of \$30 or 5% of the check amount if any check you give us is dishonored and we make written demand that you do so.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.

HOW THIS CONTRACT IS MADE: This is the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and signed by both parties.
Buyer Signs ☒ N/A
If any part of this contract is illegible, it shall be void.
For example, we may extend the time for making others.
See the rest of the contract for more information.



Buyer Initials [REDACTED] is ☒ N/A

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;

- You give false, incomplete, or misleading information during credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay 15% of the amount you owe as attorney's fees, plus court costs. We will charge only attorney's fees and court costs the law permits.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

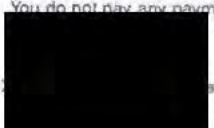
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

7. APPLICABLE LAW

Federal law and the law of the state of Georgia apply to this contract.

Buyer Initials:  X N/A

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including taxes of \$ <u>3444.82</u>)	\$ <u>54850.23</u> (1)
2	Total Downpayment =	
	Trade-in <u>N/A</u>	
	(Year) (Make) (Model)	
	Gross Trade-In Allowance	\$ <u>N/A</u>
	Less Pay Off Made By Seller to <u>N/A</u>	\$ <u>N/A</u>
	Equals Net Trade In	\$ <u>N/A</u>
	+ Cash	\$ <u>20000.00</u>
	+ Other <u>N/A</u>	\$ <u>N/A</u>
	+ Other <u>N/A</u>	\$ <u>N/A</u>
	+ Other <u>N/A</u>	\$ <u>N/A</u>
	(If total downpayment is negative, enter "0" and see 4) below)	\$ <u>20000.00</u> (2)
3	Unpaid Balance of Cash Price (1 minus 2)	\$ <u>34850.23</u> (3)
4	Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts)	
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies	
	Life \$ <u>N/A</u>	\$ <u>N/A</u>
	Disability \$ <u>N/A</u>	\$ <u>N/A</u>
B	Vendor's Single Interest Insurance Paid to Insurance Company	\$ <u>N/A</u>
C	Other Optional Insurance Paid to Insurance Company or Companies	\$ <u>N/A</u>
D	Optional Gap Contract <u>N/A</u>	\$ <u>N/A</u>
E	Official Fees Paid to Government Agencies	
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
F	Government Taxes Not Included in Cash Price	\$ <u>N/A</u>
G	Government License and/or Registration Fees	
	<u>N/A</u>	\$ <u>25.00</u>
H	Government Certificate of Title Fees	\$ <u>18.00</u>
I	Other Charges (Seller must identify who is paid and describe purpose.)	
	to <u>N/A</u> for Prior Credit or Lease Balance	\$ <u>N/A</u>
	to <u>HENNESSY PORSCHE</u> for CUST. SERVICE FEE	\$ <u>695.00</u>
	to <u>HENNESSY PORSCHE</u> for ELECT. FILING FEE	\$ <u>95.00</u>
	to <u>EASYSARE</u> for DING AND DENT PROT.	\$ <u>995.00</u>
	to <u>EASYSARE</u> for DRIVER CARE + COSME	\$ <u>2295.00</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	to <u>N/A</u> for <u>N/A</u>	\$ <u>N/A</u>
	Total Other Charges and Amounts Paid to Others on Your Behalf	\$ <u>4123.00</u> (4)
5	Amount Financed (3 + 4)	\$ <u>38973.23</u> (5)

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract _____

I want to buy a gap contract

Buyer Signs X N/A

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO THE BUYER: Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free that you received a completely filled-in copy when you signed it.

Date 07/29/21 Co-Buyer Signs XN/A Date N/A
Co-Buyer Printed Name N/A Title N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here: XN/A Date N/A Address N/A

Seller signs HENNESSY PORSCHE NORTH ATLANTA Date 07/29/21 By X Title _____

Seller assigns its interest in this contract to BANK OF AMERICA NA (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller HENNESSY PORSCHE NORTH ATLANTA

By X Title _____

LAW FORM NO. 553-GA-eps-14 (rev. 4/20)

©2020 The Rights and Responsibilities of the Consumer
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Georgia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is checked on page 1 of this contract. If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:
Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment, unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term _____

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A Type of Insurance N/A Term _____

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

XN/A N/A

Buyer Signature _____ Date _____

XN/A N/A

Co-Buyer Signature _____ Date _____

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.



CUSTOMER'S NAME

STOCK NO.

ODOMETER DISCLOSURE STATEMENT

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

I, HENNESSY PORSCHE NORTH ATLANTA (transferor's name, Print)

state that the odometer now reads 44505 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

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

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

MAKE	MODEL	BODY TYPE
PORSCHE	CAYENNE PLAT ED	PLATINUM EDITION AWD
VEHICLE IDENTIFICATION NUMBER	YEAR	
WP1AA2A25	2018	

X

TRANSFEROR'S SIGNATURE

HENNESSY PORSCHE NORTH ATLANTA
PRINTED NAME

990 MANSELL ROAD
TRANSFEROR'S ADDRESS (STREET)

ROSWELL
CITY

GA
STATE

30076
ZIP CODE

07/29/2021
DATE OF STATEMENT

X

TRANSFEE'S SIGNATURE

PRINTED NAME

TRANSFEE'S NAME

TRANSFEE'S ADDRESS (STREET)

CUMMING
CITY

GA
STATE

ZIP CODE

ILAW FORM NO. ODOM-103-N e (REV. 3/13) V2
©2012 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.





Complaint Number: 11429183, submitted electronically to NHTSA on 8/15/2021, 7:34:34 PM.

1. Vehicle Information

Vehicle Identification Number (VIN)

WP1AA2A25JK

2018 PORSCHE CAYEN

2. Incident Information

Problem Parts

Which parts of your vehicle were affected?

- ☒ Electrical
- ☒ Engine
- ☒ Other/I Am Not Sure

What happened?

In your own words, tell us what happened.

The day we took our Porsche home, we noticed a lot of heat generation in the car- but we thought it will be fine going further, given the attention to detail of Porsche's Automobile Engineering. The following days were not any better for my daughter- she missed a major accident because of the unexpected burnt smell and loud warnings of an overheat of the engine by Porsche in the middle of a highway. Due to her excellent driving record for the past 5 years, she was able to manage and stop in the middle of the highway at the curb of the road. She panicked so much so that, she stopped using the Porsche and borrowed our other cars, Benz and Lexus. I requested her to give Porsche another chance yesterday night. The same situation repeated again within a span of 10 minutes of her journey in Porsche, she had to stop in the middle of the road again due to engine overheat and burning smell.

and I went to pick her up as she got really scared. My son immediately informed the Hennessey, Porsche North Atlanta, Georgia, the USA about this repeated situation but seems like they do not care at all. I think you must be aware that Dealerships play the most crucial role between your loyal customers and Porsche. We have not dared to take the Porsche out again after yesterday. The car smelled so burnt, the whole garage smelled bad and we had to move the car into the open driveway.

Additional Details

When did this happen? 8/11/2021

Was there a crash? No

Was there a fire? No

Was there an injury or fatality? No

How fast were you going? 45
(in mph) (optional)

About how many miles were on the vehicle at the time of the incident? 45000
(optional)



2018 PORSCHE CAYENNE.pdf

3. Personal Information

This information is necessary in case we need to contact you for additional data or to clarify your entries.

Name: [REDACTED]

Email: [REDACTED]

Address: [REDACTED]

Cumming, GA [REDACTED]

Phone: [REDACTED]

Information Sharing Notice

NHTSA may share your complaint, including your name and contact information, with the vehicle or equipment manufacturer in the interest of safety. You can opt-out of this sharing below. However, NHTSA may still share your complaint with the manufacturer (even if you opt-out) if there is an official safety investigation or safety recall.

☐ **DO NOT share my personal information with the manufacturer prior to the start of a safety investigation or recall.**

Safety Recall Alerts

NHTSA will use the email address in this form to alert you if your vehicle could be subject to a safety recall.

☐ **I DO NOT wish to receive safety recall alerts from NHTSA.**

If you have questions regarding your complaint, please contact NHTSA's Vehicle Safety Hotline at 888-327-4236 (TTY: 888-424-9153), Monday-Friday, 8 a.m. to 8 p.m. ET. You can also email us ([hyperlink nhtsa.webmaster@dot.gov](mailto:nhtsa.webmaster@dot.gov)) — be sure to include your complaint number in the email.



Your car is ready!- [REDACTED]

Steve Richardson <steve@hennessyporsche.com>

Fri, Aug 20, 2021 at 7:13 AM

To: [REDACTED] Mark P. Venti" <mark@hennessyporsche.com>

Cc: Steve Richardson <steve@hennessyporsche.com>

Good morning [REDACTED],

I understand your concern and asked my Shop Foreman to drive your Cayenne these next couple days to verify the issue has been resolved 100%. I will reach out to you on Monday to confirm it's ready for you. Please let me know if there is anything else we can do for you.

Steve Richardson

Porsche Certified Brand Ambassador

HennessyPorsche

2020 Premier Porsche Dealer

990 Mansell Road

Roswell, GA 30076

Direct - (678) 781-0534

Fax - (678) 781-0570

www.hennessyporsche.com

[Quoted text hidden]



Your car is ready!- [REDACTED]

Steve Richardson <steve@hennessyporsche.com>

Mon, Aug 23, 2021 at 11:00 AM

To: [REDACTED]

Cc: "Mark P. Venti" <mark@hennessyporsche.com>

Good morning [REDACTED]

We had our Shop Foreman drive your Cayenne through the weekend and he says the vehicle drove great with no other issues. With that being said, we have your vehicle finished and ready to go at your earliest convenience. Please let me know if there is anything else we can do for you.

Steve Richardson

Porsche Certified Brand Ambassador

HennessyPorsche

2020 Premier Porsche Dealer

990 Mansell Road

Roswell, GA 30076

Direct - (678) 781-0534

Fax - (678) 781-0570

www.hennessyporsche.com

From: Steve Richardson <steve@hennessyporsche.com>

Sent: Friday, August 20, 2021 7:13 AM

To: [REDACTED] Mark P. Venti <mark@hennessyporsche.com>

Cc: 'Steve Richardson' <steve@hennessyporsche.com>

Subject: RE: Your car is ready!- [REDACTED]

Good morning [REDACTED]

I understand your concern and asked my Shop Foreman to drive your Cayenne these next couple days to verify the issue has been resolved 100%. I will reach out to you on Monday to confirm it's ready for you. Please let me know if there is anything else we can do for you.

Steve Richardson

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HennessyPorsche

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990 Mansell Road

Roswell, GA 30076

Direct - (678) 781-0534

Fax - (678) 781-0570

www.hennessyporsche.com

From: [REDACTED]

Sent: Thursday, August 19, 2021 6:00 PM

To: Mark P. Venti <mark@hennessyporsche.com>

Cc: Steve Richardson <steve@hennessyporsche.com>

Subject: Your car is ready!- [REDACTED]

Dear Mark Venti,

[Quoted text hidden]

Porsche Certified Brand Ambassador

HennessyPorsche

2020 Premier Porsche Dealer

990 Mansell Road

Roswell, GA 30076

Direct - (678) 781-0534

Fax - (678) 781-0570

www.hennessyporsche.com

From [REDACTED]

Sent: Thursday, August 19, 2021 6:00 PM

To: Mark P. Venti <mark@hennessyporsche.com>

Cc: Steve Richardson <steve@hennessyporsche.com> [REDACTED]
[REDACTED]

Dear Mark Venti,

[Quoted text hidden]



**Waiting for Response- [REDACTED] Second Worst Experience With
Amazing Porsche Cayenne.Benoit.Romac@porsche-consulding.com**

Debeb, Fekado (PCNA-CR) <fekado.debeb@porsche.us>

Mon, Aug 30, 2021 at 5:23 PM

To: [REDACTED]
Cc: "Winfrey-Weiss, Leisa (PCNA-CR)" <deleisa.winfrey-weiss@porsche.us>

[REDACTED]

Good afternoon, I am the customer relations manager for Porsche Cars North America (PCNA). Your email was forwarded to me and I would like to help you any way I can. I am truly sorry that your generous gift continues to give you and your daughter problems. Please allow me today to review the overheating issue and I will assign your case to one of our senior specialists.

I or senior specialist Leisa Winfrey-Weiss, copied here, will reach out to you via email by tomorrow close of business. Thank you for your patience and for giving PCNA a chance to regain your trust in our brand..

Best regards,

Fekado Debeb
Manager, Customer Relations

Porsche Cars North America, Inc.
One Porsche Drive
Atlanta, GA 30354
Phone: 404-317-2950
Email: fekado.debeb@porsche.us

From: [REDACTED]

Sent: Sunday, August 29, 2021 3:06 PM

To: Blume, Oliver, Dr. (G) <oliver.blume@porsche.de>

Cc: Rudolph, Sebastian, Dr. (GO) <sebastian.rudolph@porsche.de>; Mayr-Uhlmann, Stefan (GOU) <stefan.mayr-uhlmann@porsche.de>; Stappen, Hermann-Josef (GOU) <hermann-josef.stappen@porsche.de>; Weiss, Christian (GOU) <christian.weiss@porsche.de>; Graeve, Peter (GOU) <peter.graeve@porsche.de>; Rauter, Matthias (GOU) <matthias.rauter@porsche.de>; Vornehm, Nadescha (GOU) <nadescha.vornehm@porsche.de>; Kabel, Marcus (PCNA-PC) <marcus.kabel@porsche.us>; Logan, Jade (PCNA-PC) <jade.logan@porsche.us>; Fitton, Angus (PCNA-P) <angus.fitton@porsche.us>; Wiesmann, Frank (PCNA-PP) <frank.wiesmann@porsche.us>; Vandezande, Luke (PCNA-PP) <luke.vandezande@porsche.us>; Kim, Calvin (PCNA-PP) <calvin.kim@porsche.us>; Akin, Shelby (PCNA-PP) <shelby.akin@porsche.us>; Brochstein, Abby (PCNA-PE) <abby.brochstein@porsche.us>; Jahke, Jennifer (GO) <jennifer.jahke@porsche.de>; Wassertheurer,

<https://mail.google.com/mail/u/0?ik=59328ee44d&view=pt&search=all&permmsgid=msg-f%3A1709554928358282419&simpl=msg-f%3A17095549283...> 1/2

Anja (GOU) <anja.wassertheurer@porsche.de>; Damme, Sabrina (GOU) <sabrina.damme@porsche.de>; Hilger, Oliver (GOU) <Oliver.Hilger@porsche.de>; Toberer, Nadine (GOU) <nadine.toberer@porsche.de>; Weinberger, Benjamin (GOU) <benjamin.weinberger@porsche.de>; Wienkoetter, Mayk (GOU) <mayk.wienkoetter@porsche.de>; Bierschneider, Jonas (GOU) <jonas.bierschneider1@porsche.de>; Klönz, Jan (GOU) <jan.klönz@porsche.de>; Bergemann, Kristin (GU) <kristin.bergemann@porsche.de>; Jessen, Jana-Kristin (EW) <jana.jessen@porsche.de>; Cornehl, Nadine (MO) <nadine.cornehl@porsche-design.de>; Damkoehler, Frederic (PEG-US) <frederic.damkoehler@porsche.de>; Christopher.Golombek2@porsche.digital; Wintzenburg, Jan Boris (D105K) <jan_boris.wintzenburg@porsche-consulting.com>; Hagg, Thomas (GOE) <thomas.hagg@porsche.de>; Zagovec, Manuel (GOK) <manuel.zagovec@porsche.de>; Gutfleisch, Daniela (GOK) <daniela.gutfleisch@porsche.de>; Guenzler, Alexander (GOK) <alexander.guenzler@porsche.de>; Hoffmann, Julian (GOK) <julian.hoffmann@porsche.de>; Haehnel, Melanie (GOK) <melanie.haehnel@porsche.de>; Rathe, Daniela (GOG) <daniela.rathe@porsche.de>; Hermen, Stefanie (GOS) <stefanie.hermen@porsche.de>; Weiblen, Eberhard (D101A) <eberhard.weiblen@porsche-consulting.com>; Lindheim, Wolfgang, Dr. (D111A) <wolfgang.lindheim@porsche-consulting.com>; Magno, Federico (D121A) <federico.magno@porsche-consulting.com>; Pfitzer, Dirk (D1EAB) <dirk.pfitzer@porsche-consulting.com>; Tewes, Matthias, Dr. (D1IAB) <matthias.tewes@porsche-consulting.com>; Tribus, Michael (D1GAB) <michael.tribus@porsche-consulting.com>; Nierling, Josef (PCON COI - CEO) <josef.nierling@porsche-consulting.com>; Leutz, Ruediger (COB, B1AAE) <ruediger.leutz@porsche-consulting.com>; Feiger, Jared (PCON, A1AAB) <jared.feiger@porsche-consulting.com>; Zhao, Jiawei (PCON) <Jiawei.zhao@porsche.cn>; Romac, Benoit (CEO-COF) <benoit.romac@porsche-consulting.com>

Subject: Waiting for Response- Second Worst Experience With Amazing Porsche Cayenne.Benoit.Romac@porsche-consulting.com

Dear Most Experienced and Amazing Management Team of Porsche,

[Quoted text hidden]



**Waiting for Response- [REDACTED] Second Worst Experience With
Amazing Porsche Cayenne.Benoit.Romac@porsche-consulding.com**

Thu, Sep 2, 2021 at 9:27 PM

To: "Debeb, Fekado (PCNA-CR)" <fekado.debeb@porsche.us>
Cc: Deleisa.Winfrey-Weiss@porsche.us

Dear Fekado,

Thank you for your email.

I have indeed been very patient. I have also been very busy due to my hectic schedule, thus I am unable to speak to you over the phone.

But, I think it's safe to say that I have completely lost trust in that faulty vehicle and the prestigious way you all portray Porsche.

Here is why I have lost all trust:

On the day I purchased the vehicle, your dealership, Hennessy Porsche, has hurriedly made me purchase the car because they need to hit the selling target for that month. Let's be honest, I was there at that dealership because they were selling Porsches and I liked the brand. But still, your salesperson pushed me to purchase with the ideology that the car is Certified Pre-Owned and it has passed the 111 point check. I have instilled my trust in the Porsche brand so much so that I bought the vehicle even before it was fully detailed and clean.

But, I lost my trust mainly because my two kids had a terrible experience with the car on the highway. So, I took it back to get it fixed and I got an assurance from the dealer and your corporate that the car will be completely fixed and the issue will be resolved immediately. So, this time my wife and I went ourselves to pick up the car where, once again, they assured me greatly that everything had been thoroughly checked and the problem was resolved. They have even said they drove the car to make sure the problem was really fixed. So, I took the car and drove off the lot, and got on the highway to head back home. But, the same horrible experience my kids went through, I experienced it with my own hands. My wife and I, also missed a close accident with a truck as I was panicking and trying to get the car to the curb. I have complete records of this incident.

Why did I buy this car? Because Porsche is an excellent German brand and I trusted its top safety rating. Why did I buy a Porsche over a Range Rover? Because Porsche is known to have far fewer problems than their brand. To think that my kids went through such a horrible experience in your Porsche, it makes me wonder why I made such a bad decision to buy a Porsche.

After I faced the problem myself on the highway, I took the car immediately back to the dealer. So, the foreman came out and looked at the vehicle. What was surprising for me is that your foreman was completely shocked as well that the problem occurred again. What does this mean? Does this mean that the problem with the car is so serious that your highly certified technicians can't even solve it? Because it looks exactly like that to me. So the real question is, how did the car exactly pass your well-established 111 point check to get its CPO?

"Over time, we develop and collect memories. We cherish the things that have inspired us and proved their worth to us. A Porsche automobile is no different. From conception, its goals were to deliver pure driving pleasure, impeccable quality, and absolute engineering integrity. A Porsche Approved Certified Pre-owned Vehicle delivers this dream precisely as it was intended."

Porsche Approved - this grade is given to pre-owned Porsche vehicles which meet the quality standards of the Porsche brand. This is how you can broaden your choice between a new and a pre-owned vehicle by one additional option: a Porsche Approved

vehicle. Current model year vehicles and those of thirteen previous model years from the original in-service date with less than 124,000 miles are eligible for the Porsche Approved Certified Pre-Owned Program.

Buying a Porsche Approved Certified Pre-owned Vehicle means that your dream will remain unbroken. In fact, we are so confident in our high standards that we put our name on it: Porsche Approved."

I found this CPO information on your Porsche website here - <https://www.porsche.com/usa/approvedused/porscheapproved/>

If you all really have such confidence in your high standards that you put your name "Porsche Approved", how is your foreman that works at Hennessy Porsche not confident enough to see the serious problem my Porsche Cayenne had **twice**? First, when they did the 111 point check and gave the car the CPO before we bought the car. Second, when they took the car into service, they still couldn't fix the serious problem.

Coming to my point, how do you expect me to trust that faulty vehicle and honestly your entire brand with the lives of my children, my wife, and myself? Thank god nothing has happened to us, but if it did, will Porsche take direct responsibility?

Now, this is a direct breach of contract. Making the customer, being myself, believe that the car is certified pre-owned and selling me a faulty car. All of this because your dealership had to reach their vehicle selling target for that month.

If it hasn't been clear to you yet, nothing can bring back my trust in that vehicle anymore.

My lawyers also are fully ready to proceed with a lawsuit against Porsche for putting the lives of my loved ones, and myself in danger and selling us a faulty car under the name of Porsche Approved CPO.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Cumming, GA [REDACTED]

USA: +

India: +

Email: [REDACTED]

[Quoted text hidden]



**Waiting for Response- - Second Worst Experience With
Amazing Porsche Cayenne.Benoit.Romac@porsche-consulting.com**

Wed, Sep 8, 2021 at 9:54 AM

To: "Debeb, Fekado (PCNA-CR)" <fekado.debeb@porsche.us>, Deleisa.Winfrey-Weiss@porsche.us

----- Forwarded message -----

From: **Debeb, Fekado (PCNA-CR)** <fekado.debeb@porsche.us>

Date: Fri, Sep 3, 2021 at 5:27 PM

Subject: RE: Waiting for Response- Second Worst Experience With Amazing Porsche
Cayenne.Benoit.Romac@porsche-consulting.com

Cc: Winfrey-Weiss, Leisa (PCNA-CR) <deleisa.winfrey-weiss@porsche.us>

Dear

I can only imagine the frustration you feel and I truly appreciate the patience you have shown. We are currently working with the dealership management team in order to gather all the necessary facts for a thorough review.

Thank you for the additional information you provided. I'm sorry to hear that you've lost all trust in the vehicle, but I understand your position. Once we've gathered the information, we'll be in touch with you. Because of the holiday weekend, it will likely be Tuesday before we have an update for you.

I hope you have a great evening and a safe and wonderful holiday weekend.

Respectfully,

Fekado Debab
Manager, Customer Relations

Porsche Cars North America, Inc.
One Porsche Drive
Atlanta, GA 30354
Phone: 404-317-2950
Email: fekado.debeb@porsche.us

From:
Sent: Thursday, September 2, 2021 9:27 PM
To: Debab, Fekado (PCNA-CR) <fekado.debeb@porsche.us>
Cc: Winfrey-Weiss, Leisa (PCNA-CR) <deleisa.winfrey-weiss@porsche.us>

Subject: Re: Waiting for Response- [REDACTED] - Second Worst Experience With Amazing Porsche Cayenne.Benoit.Romac@porsche-consulting.com

Dear Fekado,

Thank you for your email.

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engineering integrity. A Porsche Approved Certified Pre-owned Vehicle delivers this dream precisely as it was intended.

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My lawyers also are fully ready to proceed with a lawsuit against Porsche for putting the lives of my loved ones, and myself in danger and selling us a faulty car under the name of Porsche Approved CPO.

Thank you,

Cumming, GA

USA:

India: [REDACTED]

Email: [REDACTED]

On Mon, Aug 30, 2021 at 5:23 PM Debeb, Fekado (PCNA-CR) <fekado.debeb@porsche.us> wrote:

Dear [REDACTED],

Good afternoon, I am the customer relations manager for Porsche Cars North America (PCNA). Your email was forwarded to me and I would like to help you any way I can. I am truly sorry that your generous gift continues to give you and your daughter problems. Please allow me today to review the overheating issue and I will assign your case to one of our senior specialists.

I or senior specialist Leisa Winfrey-Weiss, copied here, will reach out to you via email by tomorrow close of business. Thank you for your patience and for giving PCNA a chance to regain your trust in our brand..

Best regards,

Fekado Debeb
Manager, Customer Relations

Porsche Cars North America, Inc.
One Porsche Drive
Atlanta, GA 30354
Phone: 404-317-2950
Email: fekado.debeb@porsche.us

From: [REDACTED]

Sent: Sunday, August 29, 2021 3:06 PM

To: Blume, Oliver, Dr. (G) <oliver.blume@porsche.de>

Cc: Rudolph, Sebastian, Dr. (GO) <sebastian.rudolph@porsche.de>; Mayr-Uhlmann, Stefan (GOU) <stefan.mayr-uhlmann@porsche.de>; Stappen, Hermann-Josef (GOU) <hermann-josef.stappen@porsche.de>; Weiss, Christian (GOU) <christian.weiss@porsche.de>; Graeve, Peter (GOU) <peter.graeve@porsche.de>; Rauter, Matthias (GOU) <matthias.rauter@porsche.de>; Vornehm, Nadescha (GOU) <nadescha.vornehm@porsche.de>; Kabel, Marcus (PCNA-PC) <marcus.kabel@porsche.us>; Logan, Jade (PCNA-PC) <jade.logan@porsche.us>; Fitton, Angus (PCNA-P) <angus.fitton@porsche.us>; Wiesmann, Frank (PCNA-PP) <frank.wiesmann@porsche.us>; Vandezande, Luke (PCNA-PP) <luke.vandezande@porsche.us>; Kim, Calvin (PCNA-PP) <calvin.kim@porsche.us>; Akin, Shelby (PCNA-PP) <shelby.akin@porsche.us>; Brochstein, Abby (PCNA-PE) <abby.brochstein@porsche.us>; Jahke, Jennifer (GO) <jennifer.jahke@porsche.de>; Wassertheurer, Anja (GOU) <anja.wassertheurer@porsche.de>; Damme, Sabrina (GOU) <sabrina.damme@porsche.de>; Hilger, Oliver (GOU) <oliver.hilger@porsche.de>; Toberer, Nadine (GOU) <nadine.toberer@porsche.de>; Weinberger, Benjamin (GOU) <benjamin.weinberger@porsche.de>; Wienkoetter, Mayk (GOU) <mayk.wienkoetter@porsche.de>; Bierschneider, Jonas (GOU) <jonas.bierschneider1@porsche.de>; Klonz, Jan (GOU) <jan.klonz@porsche.de>; Bergemann, Kristin (GU) <kristin.bergemann@porsche.de>; Jessen, Jana-Kristin (EW) <jana.jessen@porsche.de>; Cornehl, Nadine (MO) <nadine.cornehl@porsche-design.de>;

Damkoehler, Frederic (PEG-US) <frederic.damkoehler@porsche.de>; Christopher.Golombek2@porsche.digital;
Wintzenburg, Jan Boris (D105K) <jan_boris.wintzenburg@porsche-consulting.com>; Hagg, Thomas (GOE)
<thomas.hagg@porsche.de>; Zagovec, Manuel (GOK) <manuel.zagovec@porsche.de>; Gutfleisch, Daniela (GOK)
<daniela.gutfleisch@porsche.de>; Guenzler, Alexander (GOK) <alexander.guenzler@porsche.de>; Hoffmann, Julian
(GOK) <julian.hoffmann@porsche.de>; Haehnel, Melanie (GOK) <melanie.haehnel@porsche.de>; Rathe, Daniela
(GOG) <daniela.rathe@porsche.de>; Hermen, Stefanie (GOS) <stefanie.hermen@porsche.de>; Weiblen, Eberhard
(D101A) <eberhard.weiblen@porsche-consulting.com>; Lindheim, Wolfgang, Dr. (D111A)
<wolfgang.lindheim@porsche-consulting.com>; Magno, Federico (D121A) <federico.magno@porsche-
consulting.com>; Pfitzer, Dirk (D1EAB) <dirk.pfitzer@porsche-consulting.com>; Tewes, Matthias, Dr. (D1IAB)
<matthias.tewes@porsche-consulting.com>; Tribus, Michael (D1GAB) <michael.tribus@porsche-consulting.com>;
Nierling, Josef (PCON COI - CEO) <josef.nierling@porsche-consulting.com>; Leutz, Ruediger (COB, B1AAE)
<ruediger.leutz@porsche-consulting.com>; Feiger, Jared (PCON, A1AAB) <jared.feiger@porsche-consulting.com>;
Zhao, Jiawei (PCON) <jiawei.zhao@porsche.cn>; Romac, Benoit (CEO-COF) <benoit.romac@porsche-
consulting.com>

Subject: Waiting for Response- [REDACTED] - Second Worst Experience With Amazing Porsche
Cayenne.Benoit.Romac@porsche-consulting.com

Dear Most Experienced and Amazing Management Team of Porsche,

Good Morning to everybody.

I am sorry to say that though all of you are working hard every day to build the best brand in the world, your care for an individual Porsche car is failing.

I have brought this to your attention previously.

Your customer service and the dealer got in touch with me and kept the vehicle with them for a week and guaranteed at the highest level.

Trusting your brand, management, dealers, and technicians, I went to pick the car on 25th August, Wednesday at 4 pm from Hennessey Porsche.

Your dealership told that the car was at its best as they have identified and cleared the issue. (Emails are attached below)

We took the car and in about a few minutes on the highway the engine got overheated AGAIN, there was a burning smell AGAIN, and I went through the worst experience on the highway.

It scares me a lot to think about what my kids must've gone through.

I immediately stopped the car on the curbside and though I was very scared, I managed to take it back to the dealership.

In those few minutes of going back as well, the car was extremely heated inside and the engine was hot too.

A technician immediately checked and he also observed the situation.

He mentioned that the car was at a very high temperature.

I am very confused now.

I do not know what to do.

I thought the problem was fixed after all these days of repair and test drive and your assurance.

I want to proceed legally. Please give me the best way to do this.

Also, being a senior journalist, I want to share my experience with my colleagues and the public for their own good through press coverage all over the globe, through print and electronic media.

Thank you for everything so far.

Best Regards,

USA:
India:
Email:

----- Forwarded message -----

Date: Thu, Aug 19, 2021 at 6:00 PM

Subject: Re: Dangerous experience with Porsche- [REDACTED] - Senior Journalist- India & USA.

To: Mark P. Venti <mark@hennessyporsche.com>

Dear Mark,

Thank you.

I was unable to respond due to back-to-back meetings.

I am hoping everything in the car was fixed.

I know it is not a brand new car, but this car put my kids in a very dangerous situation on the highway.

Even now I am scared.

So, if you can test drive and keenly observe the car for few days, then I will be confident.

I recently discussed this with the German Porsche Corporate and they were also surprised to see this happen.

I mentioned that it was a certified pre-owned car, and even they are confused as to why this happened.

In this situation, please advise me and guide me on the best route.

Thank you

Best Regards,

USA:
India:
Email:

On Wed, Aug 18, 2021 at 10:21 AM Mark P. Venti <mark@hennessyporsche.com> wrote:

Good morning [REDACTED]

We are shuffling some things around in order to work on your car today. We should know more later today and Steve will reach out. So sorry for this delay, we have simply had too many technicians out of the store for various reasons.

Thank you for your understanding. We will make up for this once all is resolved.

All my best,

Mark

From: [REDACTED]

Sent: Tuesday, August 17, 2021 21:17

To: Mark P. Venti <mark@hennessyporsche.com>

Subject: Re: Dangerous experience with Porsche [REDACTED] - Senior Journalist- India & USA.

Dear Mark Venti,

I forgot to mention I received the following message from your dealership-

Good morning [REDACTED] I hope you enjoyed your weekend. I wanted to touch base this morning to let you know I'm still pushing to get your Cayenne into the shop for diagnosis. I apologize it's taking us some time but I greatly appreciate your patience. I will reach out to you as soon as we have your car in the shop and I have an update.

--Steve Richardson Hennessy Porsche

I am still unsure what the certified-pre owned is standing for I am not a technical person- you are an expert in this field and I am hoping you will figure this out.

Thank you.

Best Regards,

[REDACTED]

USA: [REDACTED]
India: [REDACTED]
Email: [REDACTED]

On Tue, Aug 17, 2021 at 9:10 PM [REDACTED] wrote:

Dear Mark Venti,

Thank you for reaching out to me.

Looking forward to a solution.

Best Regards,

[REDACTED]

USA: + [REDACTED]
India: + [REDACTED]
Email: [REDACTED]

On Fri, Aug 13, 2021 at 9:32 AM Mark P. Venti <mark@hennessyporsche.com> wrote:

Good morning [REDACTED]

I am in receipt of your email. This is the first I am aware of your situation. Please allow me time to review with my staff here and we will be back in touch shortly.

All my best,

Mark

From: [REDACTED]
Sent: Friday, August 13, 2021 9:18
To: stever@hennessyporsche.com; mark@hennessyporsche.com
Subject: Fwd: Dangerous experience with Porsche [REDACTED] - Senior Journalist- India & USA.

Good Morning

Please review this email.

Dear Mr. Oliver Blume, C.E.O Porsche

Good Morning,

Firstly, You have brought many dynamic changes since you joined the team, Porsche.

I have read many articles about your success. Congratulations!

I am taking this opportunity of writing to you in honor.

I am [REDACTED], Senior Journalist, USA & India.

As an ethical and senior-most journalist, I have had the honor to work with various Country presidents and Governments.

I am currently working with the Government of India as an International Advisor.

The American Government honored me with an Official Green Card Invitation to the USA.

You are providing great services to every Porsche owner around the world.

Porsche is not just a brand that offers excellence but has become a last name to many of the owners.

I was amazed at your leadership- and to experience it further, we added a Porsche to our family with the warmest welcome.

My daughter, a holder of Masters and Bachelors Degrees in Pharmaceutical Sciences within 5 years, has started her new journey of Doctoral studies.

She is a very passionate individual and wishes to give back to our society and build a stronger, healthier future amidst this pandemic.

We could not think of another excellent gift but a Porsche to appreciate her hard work fighting the frontline in this pandemic and inspire her to achieve many more such milestones.

She was thoroughly amazed by your achievements along with the great history of Porsche automobiles and was the most excited to drive the Porsche we gifted her.

However, it is very sad to inform you that this happiness did not last even a week for her.

The day we took our Porsche home, we noticed a lot of heat generation in the car- but we thought it will be fine going further, given the attention to detail of Porsche's Automobile Engineering.

The following days were not any better for my daughter- she missed a major accident because of the unexpected burnt smell and loud warnings of an overheat of the engine by Porsche in the middle of a highway.

Due to her excellent driving record for the past 5 years, she was able to manage and stop in the middle of the highway at the curb of the road.

She panicked so much so that, she stopped using the Porsche and borrowed our other cars, Benz and Lexus.

I requested her to give Porsche another chance yesterday night.

The same situation repeated again within a span of 10 minutes of her journey in Porsche; she had to stop in the middle of the road again due to engine overheat and burning smell and I went to pick her up as she got really scared.

My son immediately informed the Hennessey Porsche North Atlanta, Georgia, the USA about this repeated situation but seems like they do not care at all.

I think you must be aware that Dealerships play the most crucial role between your loyal customers and Porsche.

We have not dared to take the Porsche out again after yesterday.

The car smelled so burnt, the whole garage smelled bad and we had to move the car into the open driveway.

I am very upset to have to write this to you, but I am doing it so you know what is happening at ground level.

I am unsure what to do- my daughter is completely scared of Porsche.

At this juncture, can we still use our Porsche?

What is the meaning of Certified Pre-owned?

Did I get cheated by your dealership in the name of your Porsche symbol?

What would you have done in this situation?

Please let me know.

Thank you.

[REDACTED]
Cumming GA [REDACTED]
[REDACTED]

**Cancel my car insurance provided by you**

4 messages

Sat, Aug 14, 2021 at 7:31 PM

To: cvelez@hennessyporsche.com, sfreemon@hennessyporsche.com

Dear Chris,

Thank you for helping me set up my car insurance (Wheel and Dent protection).

But, I am not interested in continuing this insurance anymore. I would like to cancel it before 30 days as you suggested for a full refund. Please apply this full refund towards my loan. And, send me the cancellation documents as soon as possible.

Thank you,

Cumming, GA [REDACTED]

USA: [REDACTED]

India: [REDACTED]

Email: [REDACTED]

Wed, Aug 18, 2021 at 10:51 AM

To: cvelez@hennessyporsche.com, sfreemon@hennessyporsche.com

Dear Chris,

I checked my Bank of America account today, I noticed it was still at \$38,973.23. As per my knowledge, I signed for \$35,000 only. I think the insurance has been added from your side. Cancel the insurance immediately and post the balance to this account. I am not at all interested in the services you explained to me that are provided by the insurance. I took it because I honored your words and you were an excellent salesperson. But the services you marketed to me have deep underlying meaning in the contract that I've signed. So, once again cancel this insurance as soon as possible.

Cumming, GA [REDACTED]

USA: [REDACTED]

India: [REDACTED]

Email: [REDACTED]

----- Forwarded message -----

From: [REDACTED] >
Date: Sat, Aug 14, 2021 at 7:31 PM
Subject: Cancel my car insurance provided by you
To: <cvelez@hennessyporsche.com>, <sfreemon@hennessyporsche.com>

Dear Chris,

Thank you for helping me set up my car insurance (Wheel and Dent protection).

But, I am not interested in continuing this insurance anymore. I would like to cancel it before 30 days as you suggested for a full refund. Please apply this full refund towards my loan. And, send me the cancellation documents as soon as possible.

Thank you,

Cumming, GA [REDACTED]

USA: [REDACTED]

India: [REDACTED]

Email: [REDACTED]

Christopher Velez <cvelez@hennessyporsche.com>

Wed, Aug 18, 2021 at 12:55 PM

To: [REDACTED] Shaun Freemon <sfreemon@hennessyporsche.com>

Hello!

I'm a little confused, where was the disconnect or issue with the insurance? If I cancel it I'm cancelling your appointment to get the rims ect repaired then unless you want to pay that out of pocket I take it?

Thanks!

Chris Velez | Finance Manager

990 Mansell Road Roswell, GA 30076

(678) 781- 0514 | www.hennessyporsche.com

cvelez@hennessyporsche.com

[REDACTED]

Sent: Wednesday, August 18, 2021 10:52 AM

To: cvelez@hennessyporsche.com; sfreemon@hennessyporsche.com

Subject: Fwd: Cancel my car insurance provided by you

Dear Chris,

I checked my Bank of America account today, I noticed it was still at \$38,973.23. As per my knowledge, I signed for \$35,000 only. I think the insurance has been added from your side. Cancel the insurance immediately and post the balance to this account. I am not at all interested in the services you explained to me that are provided by the insurance. I took it because I honored your words and you were an excellent salesperson. But the services you marketed to me have deep underlying meaning in the contract that I've signed. So, once again cancel this insurance as soon as possible.

[REDACTED]

Cumming, GA

USA: +

India: +

Email: [REDACTED]

----- Forwarded message -----

From: [REDACTED]

Date: Sat, Aug 14, 2021 at 7:31 PM

Subject: Cancel my car insurance provided by you

To: <cvelez@hennessyporsche.com>, <sfreemon@hennessyporsche.com>

Dear Chris,

Thank you for helping me set up my car insurance (Wheel and Dent protection).

But, I am not interested in continuing this insurance anymore. i would like to cancel it before 30 days as you suggested for a full refund. Please apply this full refund towards my loan. And, send me the cancellation documents as soon as possible.

Thank you,

Cumming, GA

USA

India

Email

Wed, Aug 18, 2021 at 1:52 PM

To: Christopher Velez <cvelez@hennessyporsche.com>
Cc: Shaun Freemon <sfreemon@hennessyporsche.com>

Hello my friend Chris,

I am happy that you're concerned about me, that's why I said you were a great salesperson.

I never took an appointment from you or your dealership and I never asked to get my rims repaired.

You are an excellent Finance Manager for Hennessy Porsche, congratulations.

Coming to the point, please cancel my insurance immediately as soon as possible. Your dealership is not able to even give out proper Certified Pre-Owned cars.

I still have a lot of questions, that is why I am trying to directly deal with the Porsche corporate.

I want to make it clear one more time, please do not be concerned about me, cancel the insurance immediately.

And, I already told you to cancel my insurance when I saw you in person when I was getting my loaner.

Take care,

Cumming, GA

USA: +1

India: +9

Email: c

On Wed, Aug 18, 2021 at 12:55 PM Christopher Velez <cvelez@hennessyporsche.com> wrote:

Hello!

I'm a little confused, where was the disconnect or issue with the insurance? If I cancel it I'm cancelling your appointment to get the rims ect repaired then unless you want to pay that out of pocket I take it?

Thanks!

Chris Velez | Finance Manager

990 Mansell Road Roswell, GA 30076

(678) 781- 0514 | www.hennessyporsche.com

cvelez@hennessyporsche.com

From: [REDACTED]
Sent: Wednesday, August 18, 2021 10:52 AM
To: cvelez@hennessyporsche.com; sfreemon@hennessyporsche.com
Subject: Fwd: Cancel my car insurance provided by you

Dear Chris,

I checked my Bank of America account today, I noticed it was still at \$38,973.23. As per my knowledge, I signed for \$35,000 only. I think the insurance has been added from your side. Cancel the insurance immediately and post the balance to this account. I am not at all interested in the services you explained to me that are provided by the insurance. I took it because I honored your words and you were an excellent salesperson. But the services you marketed to me have deep underlying meaning in the contract that I've signed. So, once again cancel this insurance as soon as possible.

Thank you,

Cumming, GA

USA:

India:

Email:

[REDACTED]
[REDACTED]
Date: Sat, Aug 14, 2021 at 7:31 PM
Subject: Cancel my car insurance provided by you
To: <cvelez@hennessyporsche.com>, <sfreemon@hennessyporsche.com>

Dear Chris,

Thank you for helping me set up my car insurance (Wheel and Dent protection).

But, I am not interested in continuing this insurance anymore. I would like to cancel it before 30 days as you suggested for a full refund. Please apply this full refund towards my loan. And, send me the cancellation documents as soon as possible.

Thank you,

[REDACTED]

Cumming, GA [REDACTED]

USA: [REDACTED]

India: [REDACTED]

Email [REDACTED]

EASycare®
 Protecting What Moves You

Select Plus

Exp. Date

07/29/2026

CUSTOMER INFORMATION

CUSTOMER'S NAME (LAST)

(FIRST)

(MIDDLE INITIAL)

CITY

CUMMING

STATE

GA

ZIP CODE

LENDER

BANK OF AMERICA NA

CONTRACT PURCHASE DATE

07/29/2021

REGISTERED VEHICLE ODOMETER READING (TIME OF SALE)

44,505

CONTRACT PURCHASE PRICE

\$2,295.00

REGISTERED VEHICLE IDENTIFICATION

WP1AA2A25J

YEAR

2018

MAKE

PORSCHE

MODEL

Cayenne Base

CONTRACT TERM

60

VEHICLE CLASS

5

SELLING DEALER

HENNESSY PORSCHE

SELLING DEALER'S ADDRESS

990 MANSELL ROAD

SELLING DEALER'S CITY

ROSWELL

STATE

GA

ZIP CODE

30076

PHONE NUMBER

(770) 643-6100

COVERAGE

ROAD HAZARD TIRE AND WHEEL



This **CONTRACT** provides reimbursement for repair, or if non-repairable, replacement of **YOUR VEHICLE'S** tires and/or wheels damaged due to road hazard on a public roadway resulting in air loss (**COVERED REPAIR**). See section 1 for details.

COSMETIC WHEEL REPAIR



This **CONTRACT** provides limited repair of cosmetic surface damage to the **VEHICLE'S** manufacturer-supplied alloy or steel wheels. See section 2 for details.

ROADSIDE ASSISTANCE



This **CONTRACT** also provides complimentary Roadside Assistance Benefits for the **VEHICLE**, for the term of this **CONTRACT**. See section 3 for details.

SEE THE BACK OF THIS CONTRACT FOR COMPLETE TERMS, CONDITIONS, EXCLUSIONS AND STATE SPECIFIC LANGUAGE

Purchase of this coverage is not required to obtain financing or to register a motor vehicle. WE do not disclose information about OUR customers to anyone, except as YOU authorize or permitted by law.

THIS CONTRACT IS NEITHER AN AUTOMOBILE LIABILITY INSURANCE CONTRACT, NOR AN AUTOMOBILE PHYSICAL DAMAGE INSURANCE CONTRACT.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 9. ARBITRATION PROVISION).



YOU (Customer) whose signature appears below, acknowledge that: The information above is, to the best of YOUR knowledge, true; YOU understand that authorization from the ADMINISTRATOR must be received before any repairs are performed under this **VEHICLE SERVICE CONTRACT (CONTRACT)**.

07/29/2021

Date

Selling Dealer's Signature

WITHOUT PRIOR AUTHORIZATION FROM THE ADMINISTRATOR, SEE SECTION 5. HOW TO OBTAIN SERVICE.

CALL 1-855-775-6460 FOR CLAIMS, CUSTOMER SERVICE AND ROADSIDE ASSISTANCE.

ISSUING PROVIDER / ADMINISTRATOR: AUTOMOBILE PROTECTION CORPORATION - APCO - P.O. BOX 8058 - NORCROSS, GA 30091-8058

TERMS, CONDITIONS AND CLAIMS PROCEDURES

DEFINITIONS

- **ADMINISTRATOR:** Means the company appointed by US to administer this **CONTRACT**, Automobile Protection Corporation - APCO.
- **CONTRACT:** Means this **VEHICLE SERVICE CONTRACT**.
- **CONTRACT PURCHASE DATE:** Means the date that YOU purchased this **CONTRACT**.
- **COSMETIC WHEEL REPAIR:** Means the process used to remove minor scratches or scuffs from the **VEHICLE'S** manufacturer-supplied wheels/rims, subject to the terms, conditions, limitations and exclusions set forth in this **CONTRACT**.
- **ROAD HAZARD TIRE & WHEEL:** Means reimbursement for the repair, or if non-repairable, replacement of **YOUR VEHICLE'S** tires and/or wheels damaged due to road hazard on a public roadway, subject to the terms, conditions, limitations and exclusions set forth in this **CONTRACT**.
- **SELLING DEALER:** Means the **DEALER** from whom YOU purchased this **CONTRACT**.
- **VEHICLE:** Means the **VEHICLE** described in the Customer Information section of this **CONTRACT**.
- **WE, US AND OUR:** Means Automobile Protection Corporation - APCO, the party obligated under the terms of this **CONTRACT**.
- **YOU, YOUR:** Means the purchaser of this **CONTRACT** listed in the Customer Information section of this **CONTRACT**, or a qualified transferee (see section 7).

1. EASYCARE ROAD HAZARD TIRE AND WHEEL

A. WHAT IS COVERED

This **CONTRACT** provides reimbursement for repair, or if non-repairable, replacement of **YOUR VEHICLE'S** tires and/or wheels damaged due to road hazard on a public roadway resulting in air loss (**COVERED REPAIR**) as described herein:

- **TIRE:** **YOUR VEHICLE'S** original tires as supplied by the manufacturer and replacement tires of like kind and quality for the term of this **CONTRACT**, if damaged from glass, metal punctures, or other road hazard on a public roadway. No coverage shall be applied if any portion of **YOUR VEHICLE'S** tires' tread depth is below 3/32" at the time of blow out or flat.
- **WHEEL:** **YOUR VEHICLE'S** original wheels as supplied by the manufacturer and replacement wheels of like kind and quality that are rendered unserviceable if damaged due to road hazard on a public roadway for the term of this **CONTRACT**. Unserviceable means that the wheel is unable to seal with the tire, resulting in air loss. **YOUR VEHICLE'S** tire(s) must have 3/32" of tread depth remaining across the entire tread surface at the time of blow out or flat for this coverage to apply.

B. COVERAGE LIMITS

As long as conditions herein are met, there are no limitations as to the number of reimbursements for repairs, or if non-repairable, replacements of **YOUR VEHICLE'S** tire(s)/wheel(s) that YOU may receive within the term of this **CONTRACT**. See section "1.A. WHAT IS COVERED" and section "1.C. WHAT THIS CONTRACT DOES NOT COVER" for the coverage's limitations and those conditions which are not covered by this **CONTRACT**.

C. WHAT THIS CONTRACT DOES NOT COVER

1. Wheels that were not supplied by the **VEHICLE'S** manufacturer ("aftermarket wheels").
2. Any replacement or repair made without OUR prior authorization.
3. Damage caused by misuse or abuse.
4. Tire and/or wheel damage due to traffic accident, improper inflation, overloading, dry-rot, tread separation, defective tire or curb impact damage.
5. Costs in excess of the reasonable price for repair or replacement of any covered part, not to exceed the manufacturer's

suggested retail price. The reasonable price for repair or replacement is based on nationally recognized flat rate and/or factory manuals and pricing guides. Replacement may be made with parts of like kind and quality, when available.

6. Wheel damage as a result of continued operation on a flat tire.
7. If **YOUR VEHICLE** is used for racing on or off road, competition or speed contests.
8. If **YOUR VEHICLE** is used for towing a trailer in excess of 2,000 lbs. unless equipped with a factory-approved towing kit and the weight of the trailer does not exceed manufacturer's specifications.
9. Commercial use of the **VEHICLE**, such as, but not limited to, emergency vehicles, law enforcement vehicles, ambulances, rental vehicles, vehicles for hire and trucks rated over one ton.
10. That is a direct result of a mechanical or structural defect when the manufacturer, distributor or importer has announced a public recall for the purposes of correcting such defect regardless of whether the manufacturer, distributor or importer can or cannot honor or correct such recalled defect, or is unavailable for any reason, including: such entity or person providing the public recall has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity makes an assignment for the benefit of creditors.
11. Any damage that occurs prior to the **CONTRACT PURCHASE DATE** or is reported after this **CONTRACT'S** expiration.
12. Repairs covered by warranty, repairer's guarantee, other service contract or insurance policy, regardless of whether each can or cannot be honored or collected, or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors.
13. INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS **CONTRACT** INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE.

2. EASYCARE COSMETIC WHEEL REPAIR

A. WHAT IS COVERED

This **CONTRACT** provides limited repair of cosmetic surface damage to the **VEHICLE'S** manufacturer-supplied alloy or steel wheels. Cosmetic surface damage includes abrasions, scratches and scrapes to the wheel/rim of **YOUR VEHICLE** that is deemed repairable after inspection by and within the sole discretion of OUR technician.

B. COVERAGE LIMITS

As long as conditions herein are met and the damage to **YOUR VEHICLE'S** manufacturer-supplied wheels can be repaired, there are no limitations on the number of repairs YOU may receive within the term of this **CONTRACT**. The performance of work for prescribed repairs as stated in section "2.A. WHAT IS COVERED" constitutes the sole remedy available under this **CONTRACT** for **COSMETIC WHEEL REPAIR**. See section "2.C. WHAT THIS CONTRACT DOES NOT COVER" for those conditions which are not covered by this **CONTRACT**.

C. WHAT THIS CONTRACT DOES NOT COVER

1. Chrome wheels/rims and alloy wheels/rims with chrome simulation.
2. Wheels with plastic chrome covers, plastic cladding or PVC coated wheels.
3. Remanufacturing or replacement of covered wheels/rims.
4. Wheels that are dented or bent.
5. Damage caused by misuse or abuse.
6. Commercial use of the **VEHICLE**, such as, but not limited to, emergency vehicles, law enforcement vehicles, ambulances, rental vehicles, vehicles for hire and trucks rated over one ton.
7. Any damage that existed prior to the **CONTRACT PURCHASE DATE** or is reported after this **CONTRACT'S** expiration.
8. Reimbursement for any expenses incurred by YOU for services.
9. Repairs that are not capable, at the sole determination of OUR technician, of being completely repaired using standard industry repair methods specific to the type of damage for which repair service is provided under this **CONTRACT**.
10. Repairs covered by warranty, repairer's guarantee, other service contract or insurance policy, regardless of whether each can or cannot be honored or collected, or is unavailable for any reason, including such entity or person providing the warranty, repairer's guaranty, other service contract or insurance policy has ceased normal business operations, has bankruptcy proceedings commenced by or against it or a receiver or trustee is appointed to oversee the property of such entity or person or such entity or person makes an assignment for the benefit of creditors.
11. INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS **CONTRACT** INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME OR INCONVENIENCE.

3. ROADSIDE ASSISTANCE

With the purchase of this **CONTRACT**, YOU will receive complimentary Roadside Assistance Benefits for the **VEHICLE**, for the term of this **CONTRACT**. **YOUR VEHICLE'S** Roadside Assistance Benefits, up to a \$65 per occurrence maximum, are:

- 24-Hour, toll-free emergency dispatch;
- Emergency towing;
- Battery jump start;
- Fuel delivery; and
- Flat tire service.

4. CONTRACT TERM

The time limit of the term selected starts on the **CONTRACT PURCHASE DATE** and expires when the time of the term, shown in the **CONTRACT TERM** section of the Customer Information section of this **CONTRACT**, is reached.

5. HOW TO OBTAIN SERVICE

A. For ROAD HAZARD TIRE AND WHEEL:

In the event of a **COVERED REPAIR**, YOU may take **YOUR VEHICLE** to any licensed repair facility; however, it is suggested that YOU return the **VEHICLE** to the **SELLING DEALER**. Prior authorization from the **ADMINISTRATOR**, verified by issuance of an authorization code, must be received before any repairs are performed.

- Have **YOUR CONTRACT** number, mileage and date of failure ready for the **ADMINISTRATOR**.
- Have the licensed repair facility contact the **ADMINISTRATOR**. Upon OUR request, YOU must allow the **ADMINISTRATOR** to inspect **YOUR VEHICLE** to gather necessary information regarding any claim.

TERMS, CONDITIONS AND CLAIMS PROCEDURES

- The **ADMINISTRATOR** will offer to pay the repair facility directly for **YOUR** claim via corporate credit card. If the repair facility refuses to accept credit card payments, **YOU** will be reimbursed for out of pocket payments **YOU** make for **COVERED REPAIRS** under this **CONTRACT** up to the authorized amount. If **YOU** are submitting a claim for reimbursement, **YOU** must submit the following to the **ADMINISTRATOR**:

- A legible, itemized repair order, signed by **YOU**.
- All sublet bills, when applicable.

B. For COSMETIC WHEEL REPAIR:

To arrange for these services under this **CONTRACT**, **YOU** must first call 1-855-775-6460 to obtain prior authorization. Once authorization is granted, **YOU** will be contacted by a qualified technician. **YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY OTHER PROVISION OF SERVICE UNDER THIS CONTRACT, WITHOUT PRIOR APPROVAL OF THE ADMINISTRATOR.** **YOU** may be asked to take **YOUR VEHICLE** to **YOUR SELLING DEALER'S** location or a participating automobile dealer to obtain services.

C. For ROADSIDE ASSISTANCE:

To request Roadside Assistance Benefits call 1-855-775-6460. **YOU MAY NOT SEEK SERVICE FROM ANY OTHER VENDOR, OR RECEIVE ANY OTHER PROVISION OF SERVICE UNDER THIS CONTRACT, WITHOUT OUR PRIOR APPROVAL.**

6. CANCELLATION

YOU may cancel this **CONTRACT** by notifying the **SELLING DEALER** or the **ADMINISTRATOR** in writing by submitting the following documents:

- This **CONTRACT**.
- If **YOUR VEHICLE** has been repossessed, supply a copy of the repossession papers.
- If **YOUR VEHICLE** has been totaled, supply a copy of **YOUR** insurance company's verification of loss.
- If **YOUR VEHICLE'S** lien has been paid, supply a copy of discharge of lien from the lienholder.

In the event of cancellation of this **CONTRACT** within 30 days of the **CONTRACT PURCHASE DATE**, **YOU** are entitled to a full refund. After 30 days, or if a claim has been authorized or paid, **YOU** will receive a pro rata refund based on the days in force related to the term of this **CONTRACT**, minus a \$50 cancellation fee. Any pro rata cancellation refund due under this **CONTRACT** will be calculated using the date **WE** receive a cancellation request from **YOU** or **YOUR** authorized representative. In the event **YOU** no longer own the **VEHICLE** and provide documentation to **US** within 60 days of the ownership change, **YOUR CONTRACT** will be cancelled effective the date **YOU** no longer own the **VEHICLE**. In the event that the cost of this **CONTRACT** is part of a retail sales contract, any lender may be named on the refund check where permitted by law (unless **YOUR** request for cancellation is accompanied by a discharge of lien). In the case of a repossession, or a total loss, then the lender shall have the right to cancel this **CONTRACT** effective the date **YOUR VEHICLE** was repossessed or totaled and shall be the sole payee of any refund check. See section "12. STATE SPECIFIC CANCELLATION CLAUSES".

This **CONTRACT** cannot be cancelled by **US** except for fraud or material misstatement on **YOUR** part, or for **YOUR** failure to pay for this **CONTRACT**.

7. TRANSFER

In the event **YOU** sell the covered **VEHICLE**, this **CONTRACT** may be transferred to the new owner, provided this **CONTRACT** has not been cancelled. Within 30 days of the change in ownership of the **VEHICLE**, **YOU** should submit in writing, the following documents:

- A transfer fee of \$50 made payable to the **ADMINISTRATOR**.
- This **CONTRACT**.
- The **VEHICLE** identification number.

- Make and model of the **VEHICLE**.
- Date of sale of the **VEHICLE**.
- Name and address of both **YOU** and the new owner of the covered **VEHICLE**.

All required documentation should be mailed directly to the **ADMINISTRATOR** at P.O. Box 8058, Norcross, GA 30091-8058.

This **CONTRACT** may not be assigned separately from the covered **VEHICLE**, nor can it be assigned to a new or used car dealer or anyone other than an individual purchasing the **VEHICLE** for personal use. See section "11. ADDITIONAL STATE INFORMATION" for supplementary state specific transfer language.

8. INSURANCE

To ensure **OUR** ability to perform under this **CONTRACT**, **WE** have purchased a service contract reimbursement insurance policy issued by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211; phone number: (800) 494-3216. In the event **WE** do not pay any covered claim within 60 days after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** may make a direct claim to the insurer.

9. ARBITRATION PROVISION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR CONTRACT AND YOUR DEALINGS WITH US OR THIS CONTRACT ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION.

A. Arbitration is a method of resolving any claim, dispute or controversy without filing a lawsuit. In this Arbitration Provision, **YOU, WE** and the **ADMINISTRATOR** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that **YOUR** purchase of this **CONTRACT** affects interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision.

B. The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **CONTRACT** by binding arbitration, including but not limited to Claims related to the sale of this **CONTRACT** and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **CONTRACT**, **YOU** acknowledge **YOUR** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **CONTRACT** between or among the Parties.

C. **YOU** agree and hereby expressly waive any right **YOU** may have to litigate in small claims court, state, county or federal court any Claim on a class-action basis or in any other collective or representative proceeding as either a representative or member of a class, or as a private attorney general, or to otherwise pursue any Claim in a class-action in small claims, state, county or federal court. Notwithstanding anything to the contrary in this Arbitration Provision, any dispute regarding the validity and effect of this Class Action Waiver prohibiting **YOU** from participating in or filing a class-action in any court shall be determined exclusively by a court.

D. The arbitration shall be administered by JAMS, The Resolution Experts ("JAMS") or the American Arbitration Association ("AAA") as mutually agreed upon by the Parties. The arbitration shall be governed pursuant to the JAMS or AAA Rules and Procedures or other applicable JAMS or AAA rules or procedures ("Code"), except to the extent the Code or other applicable rules or procedures conflicts with this Arbitration Provision. The arbitration will take place before a single, neutral arbitrator selected in accordance with the AAA or JAMS Code in effect at the time the arbitration is commenced. **YOU** have a right to attend the arbitration hearing in person. Any hearing for the arbitration will be held in the county that **YOU** live in, the closest AAA or JAMS location to **YOUR** residence or another mutually agreed-upon hearing location. For information about how to initiate arbitration with JAMS, the Parties shall refer to the JAMS Code and forms at www.jamsadr.com or call (800) 352-5267. For information about how to initiate arbitration with the AAA, the Parties shall refer to the AAA Code and forms at www.adr.org or call (800) 778-7879.

E. If **YOU** initiate arbitration with AAA, **YOU** must pay any AAA filing fee and/or arbitrator's fee in effect at the time **YOU** initiate arbitration. If **YOU** initiate arbitration with JAMS, **YOU** must pay **YOUR** arbitration fees up to a maximum of \$250. **WE** will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses or JAMS Case Management Fee and all remaining, reasonable professional fees for the arbitrator's services. If **WE** initiate arbitration against **YOU**, **WE** will pay **YOUR** filing fee and all costs associated with the arbitration. Each Party shall bear the expense of that Party's attorneys, expert witnesses and other witnesses, regardless of which party prevails in the arbitration. To the extent that applicable law or rules or regulations permit the recovery of attorneys' fees or other costs or expenses by a prevailing Party, this Arbitration Provision does not limit such recovery.

F. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

G. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court rather than in arbitration.

H. Nothing herein is intended or should be construed as consent to class-action or representative arbitration. By signing this **CONTRACT**, the Parties agree and acknowledge that there is no agreement of any kind between the Parties to conduct any arbitration on a class-action or collective basis, by **YOU** as a representative of others, a private attorney general or a member of a class. The Parties collectively and **YOU**, individually, acknowledge and do not agree to arbitration of any Claim hereunder on a class-action, collective or representative basis under any circumstances.

I. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and enforceable, provided, however, that if the portions regarding **YOUR** waiver of class-action rights (Paragraph C) or the Parties' acknowledgement not to consent to class arbitration (Paragraph H) are deemed invalid or unenforceable, then this Arbitration Provision shall, upon election of any Party, be invalidated and unenforceable in its entirety.

J. In the event of a conflict or inconsistency be-

TERMS, CONDITIONS AND CLAIMS PROCEDURES

tween this Arbitration Provision and the other provisions of this **CONTRACT** or any prior agreement, this Arbitration Provision governs. See section "11. ADDITIONAL STATE INFORMATION" for supplementary state specific arbitration language.

10. TERRITORY

This **CONTRACT** applies only to loss or damage occurring within the United States of America, its territories/possessions and Canada.

11. ADDITIONAL STATE INFORMATION

- **COLORADO:** Universal Underwriters Insurance Company policy no. Z1001.
- **CONNECTICUT:** If **YOUR CONTRACT** term expires while **YOUR VEHICLE** is in the repair facility for an authorized repair, **YOUR CONTRACT** will be automatically extended while any authorized repairs covered under **YOUR CONTRACT** are being done and **YOUR VEHICLE** is in the custody of the repair shop. The **ADMINISTRATOR** is required to make reasonable efforts with **YOU** to resolve disputes regarding this Agreement. If the **ADMINISTRATOR** and **YOU** cannot make an Agreement, **YOU** may file a written complaint with the State of Connecticut at P.O. Box 816, Hartford, CT 06142-0816; Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the **VEHICLE**, the cost of repair of the **VEHICLE** and a copy of this **CONTRACT**.
- **GEORGIA, MISSISSIPPI, OREGON:** Section "9. ARBITRATION PROVISION" is not applicable and is considered removed for residents of Georgia, Mississippi and Oregon.
- **IDAHO:** Coverage afforded under this **CONTRACT** is not guaranteed by the Property and Casualty Guarantee Association.
- **ILLINOIS:** For section "1.B. and 2.B. COVERAGE LIMITS", the following language is added as the last sentence: "THIS **CONTRACT** DOES NOT PROVIDE COVERAGE FOR WEAR AND TEAR."
- **INDIANA:** THIS **CONTRACT** IS NEITHER AN AUTOMOBILE LIABILITY INSURANCE CONTRACT, NOR AN AUTOMOBILE PHYSICAL DAMAGE INSURANCE CONTRACT AND IS NOT SUBJECT TO INDIANA INSURANCE LAW. For section "1.C. WHAT THIS **CONTRACT** DOES NOT COVER", bullet 10 is deleted in its entirety and replaced by the following: "Any damage that is known by **YOU** and occurs prior to the **CONTRACT PURCHASE DATE** or is reported after this **CONTRACT'S** expiration." For section "2.C. WHAT THIS **CONTRACT** DOES NOT COVER", bullet 8 is deleted in its entirety and replaced by the following: "Any damage that is known by **YOU** and existed prior to the **CONTRACT PURCHASE DATE** or is reported after this **CONTRACT'S** expiration." For section "8. **INSURANCE**", the last sentence is deleted in its entirety and replaced by the following: "In the event **WE** do not pay or provide service for any covered claim, including any claim for the return of the unearned portion of the cost of this **CONTRACT**, within 60 days after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** may make a direct claim to the insurer. Proof of **YOUR** payment for this **CONTRACT** to the **SELLING DEALER** or **ADMINISTRATOR** that issued this **CONTRACT** constitutes proof of payment to the reimbursement insurer that issued the reimbursement policy for this **CONTRACT**." In section "9. **ARBITRATION PROVISION**", the following is hereby added after all instances of the term "binding arbitration" referenced in the first paragraph and in items A and B: "provided all Parties mutually agree at the time of the dispute or Claim."
- **IOWA:** For problems or questions pertaining to this **CONTRACT**, **YOU** may contact the Iowa Commissioner at the Iowa Insurance Division,

Two Ruan Center, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309-3738, (515) 281-5705.

- **KENTUCKY:** Transfer fee is not applicable.
- **MAINE:** For section "7. **TRANSFER**", the following language is added as the last sentence: "Any subsequent transferee cannot cancel this **CONTRACT**." For section "8. **INSURANCE**", the last sentence is deleted in its entirety and replaced by the following: "In the event **WE** do not pay or provide service for any covered claim, including any claim for the return of the unearned portion of the cost of this **CONTRACT**, within 60 days after proof of loss has been filed or **WE** cease to do business or go bankrupt, **YOU** are entitled to make a direct claim with the insurer."
- **NEBRASKA:** THIS **CONTRACT** CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. SEE SECTION "9. ARBITRATION PROVISION". For section "9. **ARBITRATION PROVISION**", the first paragraph and items A and B are deleted in their entirety and replaced by the following: "PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. PROVIDED THE PARTIES VOLUNTARILY AND WILLFULLY ENTER INTO THIS ARBITRATION PROVISION, ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR **CONTRACT** AND YOUR DEALINGS WITH US OR THIS **CONTRACT** ADMINISTRATOR, OR BOTH, MUST BE RESOLVED THROUGH BINDING ARBITRATION. A. Arbitration is a method of resolving any existing claim, dispute or controversy without filing a lawsuit. Provided the Parties voluntarily and willfully enter into this Arbitration Provision, **YOU, WE** and the **ADMINISTRATOR** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any existing claims, disputes or controversies between the Parties to binding arbitration. This Arbitration Provision sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree and acknowledge that **YOUR** purchase of this **CONTRACT** affects Interstate commerce and the Federal Arbitration Act ("Act") applies to this Arbitration Provision. B. The Parties agree to resolve existing claims, disputes and controversies (collectively "Claims") related in any way to this **CONTRACT** by binding arbitration, including but not limited to Claims related to the sale of this **CONTRACT** and the relationship(s) and duties among the Parties; and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity. In addition, the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim within the jurisdiction of small claims court. By signing this **CONTRACT**, **YOU** acknowledge **YOUR** understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under this **CONTRACT** between or among the Parties."
- **NEW HAMPSHIRE:** For section "8. **INSURANCE**", the following language is added as the last sentence: "In the event **YOU** do not receive satisfaction under this **CONTRACT**, **YOU** may contact the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, or by calling (800) 852-3416." Under section "9. **ARBITRATION PROVISION**", the following is added as the first sentence of the first paragraph: "THIS ARBITRATION PROVISION IS SUBJECT TO NEW HAMPSHIRE'S REVISED STATUTES ANNOTATED SECTION 542." In section "9. **ARBITRATION PROVISION**", the following is hereby added after all instances of the term "binding arbitration" referenced in the first paragraph and in items A and B: "provided all Parties mutually agree at the time of the dispute or Claim."

- **NEW MEXICO:** For section "8. **INSURANCE**", the section is deleted in its entirety and replaced by the following language: "This **CONTRACT** is insured by Universal Underwriters Insurance Company. If **WE** fail to pay **YOU** or otherwise provide **YOU** with the covered service within 60 days of **YOUR** submission of a covered claim, **YOU** may submit **YOUR** claim to Universal Underwriters Insurance Company at 7045 College Boulevard, Overland Park, KS 66211. The phone number is (800) 494-3216. If **YOU** have any concerns regarding the handling of **YOUR** claim, **YOU** may contact the Office of Superintendent of Insurance at 855-427-5674."
- **OHIO:** This **CONTRACT** is not insurance and is not subject to the insurance laws of this state. For section "8. **INSURANCE**", the following language is added as the last sentence: "**YOU** may also make a direct claim to the insurer in the event **WE** do not pay any valid cancellation refund due hereunder within 60 days."
- **OREGON:** For sections "1.B. and 2.B. **COVERAGE LIMITS**", the following language is added as the last sentence: "THERE IS NO DEDUCTIBLE UNDER THIS **CONTRACT**."
- **SOUTH CAROLINA:** If this **CONTRACT** **ADMINISTRATOR** does not resolve a disputed claim within 60 days of proof of loss, **YOU** may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105 or by calling (800) 768-3467.
- **TEXAS:** Automobile Protection Corporation - APCO is a licensed administrator in Texas under registration no. 107. Any unresolved complaints concerning a registrant or questions concerning this **CONTRACT** **ADMINISTRATOR** may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 or by calling (800) 803-9202 or (512) 463-6599.
- **WYOMING:** Under section "9. **ARBITRATION PROVISION**", the last sentence of the first paragraph is deleted in its entirety and replaced by the following: "IT PROVIDES THAT ANY CLAIM OR DISPUTE THAT YOU MAY HAVE IN THE FUTURE RELATING TO YOUR **CONTRACT** AND YOUR DEALINGS WITH US OR THIS **CONTRACT** ADMINISTRATOR, OR BOTH, WILL BE RESOLVED THROUGH BINDING ARBITRATION, PROVIDED ALL PARTIES MUTUALLY AGREE AT THE TIME OF THE DISPUTE OR CLAIM." For item A of section "9. **ARBITRATION PROVISION**", the last 3 sentences are deleted in their entirety and replaced by the following: "In this Arbitration Provision, **YOU, WE** and the **ADMINISTRATOR** (the "Parties") are waiving our right to go to court and are agreeing instead to submit any claims, disputes or controversies between the Parties to binding arbitration, provided all Parties mutually agree at the time of the dispute or Claim. This Arbitration Provision sets forth the terms and conditions of the Parties mutual agreement to binding arbitration. The Parties agree and acknowledge that **YOUR** purchase of this **CONTRACT** affects Interstate commerce and the Wyoming Arbitration Act ("Act") applies to this Arbitration Provision." For item B of section "9. **ARBITRATION PROVISION**", the first two sentences are deleted in their entirety and replaced by the following: "The Parties agree to resolve all claims, disputes and controversies (collectively "Claims") related in any way to this **CONTRACT** by binding arbitration, including but not limited to Claims related to the sale of this **CONTRACT** and the relationship(s) and duties among the Parties, and including further, without limitation, Claims arising under contract, tort, statute, regulation, rule, ordinance or other rule of law or equity, provided all Parties mutually agree at the time of the dispute or Claim. In addition, the Parties mutually agree that the arbitrator shall decide issues related to the applicability, scope and validity of this Arbitration Provision." Under section "9. **ARBITRATION PROVISION**", items C and H are deleted in their entirety. For item E

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1200 New Jersey Avenue SE
Washington D.C. 20590