LAW 553-CA-ARB-ea 3/23

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

[redacted]

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	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
Used	2023	Cadillac Escalade ESV	41780	[redacted]	Personal, family, or household unless otherwise indicated below ☐ business or commercial

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 $ 35,000.00 is
14.50 %	$ 31,278.97 (e)	$ 61,087.67 (e)	$ 92,366.64 (e)	$ 127,366.64 (e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	$ N/A	N/A
One Payment of	$ N/A	N/A
One Payment of	$ N/A	N/A
72 Payments	$ 1,282.87	Monthly beginning 12/01/2025
N/A	$ N/A	N/A
One final payment	$ 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 5% of the part of the payment that is late.
Prepayment. If you pay early, you may be charged a minimum finance charge.
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, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Coverage	Term	Premium
$ N/A Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. 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.

Buyer X A [redacted]
Co-Buyer X A
Seller X A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle(s) to arrive at the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s). You understand that the amount quoted is an estimate. Seller agrees to pay the payoff amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s) to the lienholder or lessor of the trade-in vehicle(s), or its designee. If the actual payoff amount is more than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown as the Prior Credit or Lease Balance in Trade-In Vehicle(s), Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" on page 5 of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in Trade-In Vehicle(s) or any refund. You agree to sign or provide any documents Seller reasonably requires to effect the transfer of the Trade-In Vehicle to Seller or its designee.

Buyer Signature X B N/A **Co-Buyer Signature X** B N/A

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ **Name of autobroker receiving fee, if applicable:** N/A

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X C TROY HEIDTMANN **Co-Buyer Signs X** C N/A

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ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories		$ 81,995.00	(A)
1. Cash Price Vehicle	$ 81,995.00		
2. Cash Price Accessories	$ N/A		
3. Other (Nontaxable) Describe N/A	$ N/A		
4. Other (Nontaxable) Describe N/A	$ N/A		
B. Document Processing Charge (not a governmental fee)		$ 85.00	(B)
C. Emissions Testing Charge (not a governmental fee)		$ 50.00	(C)
D. (Optional) Theft Deterrent Device(s)			
1. (paid to) N/A		$ N/A	(D1)
2. (paid to) N/A		$ N/A	(D2)
3. (paid to) N/A		$ N/A	(D3)
E. (Optional) Surface Protection Product(s)			
1. (paid to) N/A		$ N/A	(E1)
2. (paid to) N/A		$ N/A	(E2)
F. EV Charging Station (paid to) N/A		$ N/A	(F)
G. Sales Tax (on taxable items in A through F)		$ 8,007.67	(G)
H. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (paid to) DMVdesk		$ 35.00	(H)
I. (Optional) Service Contract(s)			
1. (paid to) DOWC VSC - VSC		$ 3,695.00	(I1)
2. (paid to) N/A		$ N/A	(I2)
3. (paid to) N/A		$ N/A	(I3)
4. (paid to) N/A		$ N/A	(I4)
5. (paid to) N/A		$ N/A	(I5)
J. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)		$ N/A	(J)
K. Prior Credit or Lease Balance (e) paid by Seller to N/A (see downpayment and trade-in calculation)		$ N/A	(K)
L. (Optional) Debt Cancellation Agreement or Guaranteed Asset Protection Waiver		$ 1,302.00	(L)
M. (Optional) Used Vehicle Contract Cancellation Option Agreement		$ N/A	(M)
N. Other paid to N/A For N/A		$ N/A	(N)
O. Other paid to N/A For N/A		$ N/A	(O)
Total Cash Price (A through O)		$ 95,169.67	(1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees	$ 532.00	(A)
B. Registration/Transfer/Titling Fees	$ 379.00	(B)
C. California Tire Fees	$ 7.00	(C)
D. Other N/A	$ N/A	(D)
Total Official Fees (A through D)	$ 918.00	(2)
3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance)	$ N/A	(3)
4. ☐ State Emissions Certification Fee or ☐ State Emissions Exemption Fee	$ N/A	(4)
5. Subtotal (1 through 4)	$ 96,087.67	(5)

6. Total Downpayment

A. Total Agreed Value of Property Being Traded-In (see Trade-In Vehicle(s)): Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A	(A)
B. Total Less Prior Credit or Lease Balance (e) Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A	(B)
C. Total Net Trade-In (A–B) Vehicle 1 $ N/A Vehicle 2 $ N/A	$ N/A	(C)
D. Deferred Downpayment Payable to Seller	$ N/A	(D)
E. Manufacturer's Rebate	$ N/A	(E)
F. Other N/A	$ N/A	(F)
G. Other N/A	$ N/A	(G)
H. Other N/A	$ N/A	(H)
I. Cash, Cash Equivalent, Check, Credit Card, or Debit Card	$ 35,000.00	(I)
Total Downpayment (C through I)	$ 35,000.00	(6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1J and/or 1K above)

7. Amount Financed (5 less 6)	$ 61,087.67	(7)

OPTIONAL DEBT CANCELLATION AGREEMENT OR GUARANTEED ASSET PROTECTION WAIVER. A debt cancellation agreement or guaranteed asset protection waiver (GAP waiver) 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 debt cancellation or a GAP waiver, the charge is shown in item 1L of the Itemization of Amount Financed. See your agreement for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. GM GAP GMP

Name of Agreement

I want to buy a debt cancellation agreement or GAP waiver.

Buyer Signs X D TROY HEIDTMANN

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1I.

I1 Company DOWC VSC
Term 60 Mos. or 99999 Miles
I2 Company N/A
Term N/A Mos. or N/A Miles
I3 Company N/A
Term N/A Mos. or N/A Miles
I4 Company N/A
Term N/A Mos. or N/A Miles
I5 Company N/A
Term N/A Mos. or N/A Miles

Buyer X E TROY HEIDTMANN

Trade-In Vehicle(s)

1. Vehicle 1
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ 0.00
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ 0.00

2. Vehicle 2
Year N/A Make N/A
Model N/A Odometer N/A
VIN N/A

a. Agreed Value of Property	$ N/A
b. Buyer/Co-Buyer Retained Trade Equity	$ N/A
c. Agreed Value of Property Being Traded-In (a–b)	$ 0.00
d. Prior Credit or Lease Balance	$ N/A
e. Net Trade-In (c–d) (must be ≥ 0 for buyer/co-buyer to retain equity)	$ 0.00

Total Agreed Value of Property Being Traded-In (1c+2c)	$ N/A*
Total Prior Credit or Lease Balance (1d+2d)	$ N/A*
Total Net Trade-In (1e+2e)	$ N/A*

(*See item 6A–6C in the Itemization of Amount Financed)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS 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. Seller - Creditor may receive part of the Finance Charge.

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 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. 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. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) $25 if the original Amount Financed does not exceed $1,000, (2) $50 if the original Amount Financed is more than $1,000 but not more than $2,000, or (3) $75 if the original Amount Financed is more than $2,000.

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.

> **GAP LIABILITY NOTICE**
> In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional debt cancellation agreement for coverage of the gap amount may be offered for an additional charge.

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 as the law allows. 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 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 get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.
Default means:
- You do not pay any payment on time;
- You give false, incomplete, or misleading information during credit application;
- The vehicle is lost, damaged, or destroyed; 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.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed $15 if any check you give to us is dishonored.

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). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

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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 the Annual Percentage Rate shown on page 1 of this contract, not to exceed the highest rate permitted by law, 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

If you do not get a written warranty, and the Seller does not enter 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. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

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

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information 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. You agree to allow our agents and service providers to contact you as agreed above.
You agree that you will, within a reasonable time, notify us of any change in your contact information.

7. APPLICABLE LAW

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

8. WARRANTIES OF BUYER

You promise you have given true and correct information during your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

9. NEGATIVE CREDIT REPORT NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.
If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.
If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.
If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Electronic Contracting and Signature Acknowledgment. You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

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Seller's Right to Cancel

a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take some time for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.

b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.

c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.

d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association (www.adr.org) or National Arbitration and Mediation (www.namadr.com) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of $5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over $5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

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

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X F [redacted] yer Signs X F N/A

SELLER'S RIGHT TO CANCEL [redacted] o Cancel section on page 5 of this contract giving the Seller the right to cancel if Seller is unable to assign this contract to [redacted]

Buyer X G [redacted] uyer X G N/A

THE MINIMUM PUBLIC LIAB [redacted] EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANC [redacted] VENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY M [redacted] R FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, S [redacted] AILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS [redacted] THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAIN [redacted]
FOR ADVICE ON FULL COVE [redacted] E TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO [redacted] ILITY TERMS AND CONDITIONS.

S/S X H [redacted] N/A

N/A [redacted]

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X I [redacted] o-Buyer Signature X I 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.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars ($40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL PAGES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON PAGE 5, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A [redacted] MPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buy [redacted] N/A Date N/A
Buy [redacted]
If the [redacted] Title N/A
Co-Bu [redacted] ose name is on the title to the vehicle but does not have [redacted]
Other [redacted] N/A

GU [redacted] pay any money owing on this contract, each Guarantor must pay [redacted] to Guarantor's demand for reimbursement. Each Guarantor agre [redacted] Guarantor; (3) release any security; (4) accept less from the Buy [redacted] eted copy of this contract and guaranty at the time of signing.
Gua [redacted] wing at any time, and of any demands upon the Buyer.
Gu [redacted] N/A
Add [redacted]

Seller [redacted] le Finance Manager

Seller [redacted]) with Assignee.
☐ [redacted] ☐ Assigned with limited recourse
Seller [redacted]
By X [redacted] Title Finance Manager

Cadillac Guaranteed Asset Protection (GAP) Plus Deficiency Waiver Addendum

[redacted]

Last Name	First Name	Middle Initial
Street Address		Apt.
City State	ZIP Code	Phone Number
Email		

COVERED VEHICLE INFORMATION

Make Cadillac	Model Escalade Esv	Year 2023	Vehicle Purchase Price $ 81,995.00
[redacted]		Current Odometer Reading 41780	MSRP/J.D. Power/KBB $ 81,995.00

[redacted]

Phone Number

Name GM FINANCIAL		
Street Address P.O. Box 1510		
City Cockeysville	State MD	ZIP Code 21030

FINANCE AGREEMENT / GAP WAIVER ADDENDUM INFORMATION

Finance Agreement Term (in months) 72	GAP Addendum Term (in months) 72	Effective Date 10/17/2025
Amount Financed $ 61,087.67	APR% 14.50	Addendum Retail Price $ 1,302.00

THIS GUARANTEED ASSET PROTECTION ADDENDUM IS AN OPTIONAL ADDITION TO THE CONDITIONAL SALE CONTRACT AND THE ASSIGNEE/LENDER IS THE CONTRACTING PARTY TO THIS ADDENDUM. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES. AND NEITHER THE EXTENSION OF CREDIT, THE TERM OF CREDIT NOR THE TERMS OF A CONDITIONAL SALE CONTRACT MAY BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM. THE DEALER AND ONCE ASSIGNED, THE ASSIGNEE/LENDER ARE THE CONTRACTING PARTIES TO THIS ADDENDUM. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.

Cadillac Guaranteed Asset Protection Plus Addendum Coverage

Customer is responsible to the named Dealer and Assignee listed above that took assignment of the Finance Agreement and this Addendum for the amount of any early termination liability resulting from a Total Loss of the Covered Vehicle. Due to this Addendum being in effect, the Dealer/Assignee agrees to cancel a portion of the Customer's indebtedness in the event of a Total Loss of the Covered Vehicle as defined herein.

Pursuant to this Addendum, the Dealer/Assignee will waive the amount equal to the Unpaid Net Balance less the Actual Cash Value of the Covered Vehicle, both as defined herein, including the amount of Your Primary Insurance deductible up to one thousand ($1,000) dollars subject to the exclusions recited herein. This Addendum may not waive the entire amount owed at the time of loss if excluded charges (as defined in this Addendum) are included in the Unpaid Net Balance.

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this Cadillac Guaranteed Asset Protection Plus Addendum in its entirety; I understand that I am entering into a contractual agreement with the Dealer/Assignee; I agree to all of its provisions, terms, and conditions which are available electronically at addedprotection.info/3rLI7bA, by scanning the QR code, or in paper copy from the Dealer upon request.; and I am requesting coverage. **This Addendum is not a substitute for collision or property damage insurance on the Covered Vehicle. Refinancing the Covered Vehicle/Finance Agreement voids this Addendum.**

STOP AND READ:
YOU CANNOT BE REQUIRED TO BUY A GAP PLUS WAIVER OR ANY OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES. IT IS OPTIONAL.
NO ONE CAN MAKE YOU BUY A GAP PLUS WAIVER OR ANY OTHER OPTIONAL ADD-ON PRODUCTS OR SERVICES TO GET FINANCING, TO GET CERTAIN FINANCING TERMS, OR TO GET CERTAIN TERMS FOR THE SALE OF A VEHICLE.

[redacted]

Cadillac Guaranteed Asset Protection Plus Addendum Terms & Conditions

1. INTRODUCTION AND PARTIES

This Cadillac Guaranteed Asset Protection Plus Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your Finance Agreement. This Addendum is entered into between the Customer (referred to herein as "Customer," "You" or "Your") and the Dealer, and any subsequent Assignee/Lender to which the Dealer assigns Your Finance Agreement. This Addendum remains a part of the Finance Agreement upon the assignment, sale, or transfer of such Finance Agreement by the Dealer or the Dealer's designee. Dealer has appointed, and Assignee/Lender accepts the appointment of, Safe-Guard Products International, LLC ("Administrator") as the administrator of this Addendum. Administrator is not a party to this Addendum and its sole responsibility is to perform the administration for this Addendum.

2. DEFINITIONS

For the purpose of this Addendum, the following terms shall mean:

A. **Actual Cash Value** means the retail value of the Covered Vehicle, on the Date of Loss, prior to its physical damage or theft, as determined by the Primary Insurer. If no Primary Insurer exists, the Primary Insurer has been declared insolvent, or the Primary Insurance policy has either a stated value or a limit of liability that is less than the value of the Covered Vehicle, the retail value will be determined using the J.D. Power Valuation Services' (J.D Power) Official Used Car Guide, based on the best information available on the Covered Vehicle's options, mileage and condition (if the retail value is not available in the J.D. Power Official Used Gar Guide, then the Kelley Blue Book (KBB) appraisal guide will be used. If Administrator provides Customer with evidence that Primary Insurer did not pay a fair Actual Cash Value or missed options/equipment on the Covered Vehicle, Customer may be required to contact Primary Insurer to request a higher Actual Cash Value and payment.

B. **Administrator** means Safe-Guard Products International, LLC, Two Concourse Parkway, Atlanta, GA 30328, 1-833-959-0106.

C. **Assignee/Lender** means the financial institution extending the loan amount to Customer under the terms of the Finance Agreement.

D. **Covered Vehicle** means the vehicle listed on the Registration Page, including all options and equipment, that is the subject of the Finance Agreement and is a four-wheeled private passenger vehicle, van, pickup or light truck that does not exceed 15,000 lbs. GVWR. Under this Agreement, the Covered Vehicle must be a Cadillac.

E. **Customer** means the individual(s) described on the Registration Page (the purchaser/lessee of the Covered Vehicle) and any Co-Buyer, if applicable, or the individual(s) to whom this Agreement was properly transferred.

F. **Date of Loss** means the date on which the actual physical loss, damage or theft occurred to the Covered Vehicle. If such date is indeterminable, the Date of Loss shall be either the date established by the Primary Insurance carrier or the date the occurrence was reported to the police, whichever occurs first.

G. **Dealer** means the automotive dealership listed on the Registration Page.

H. **Effective Date** means the date the Covered Vehicle and Addendum were purchased. Please note the Addendum must have been purchased on the same date as the Covered Vehicle.

I. **Finance Agreement** means the Installment Sales Contract, Loan, or other agreement between the Customer and Dealer/Assignee entered into on the original date of sale of the Covered Vehicle that evidences the terms and conditions of the loan.

J. **GAP Plus Benefit** means in the event a Waiver Benefit is approved, You will be eligible to receive a GAP Plus benefit in the amount of one thousand ($1,000) dollars in the form of a credit at Dealer for the sole purpose of purchasing a replacement vehicle. In order to receive this benefit, You must purchase or lease a replacement vehicle from the Dealer/Assignee listed on the Registration Page within three (3) months from the approval date of the Waiver Benefit.

K. **Permitted Commercial Purpose** means the Covered Vehicle may be used for any of the following commercial purposes: rideshare services, farming or ranching, pushing, pulling, or hauling material of any kind within the cargo area, route work, job site activities, service or repair work, or if the Covered Vehicle has been issued commercial plates in the state in which it is titled, or if the Covered Vehicle is used for a commercial enterprise. Snow removal is a Permitted Commercial Purpose; however, if the Covered Vehicle is used for snow removal, the Covered Vehicle must be equipped with a factory installed or factory authorized snowplow package. The Covered Vehicle may be used for any Permitted Commercial Purpose, however, such usage must not exceed the Covered Vehicle's manufacturer's ratings and/or limitations.

L. **Primary Insurance** means a comprehensive/collision automobile insurance policy covering the Covered Vehicle against damage or loss from any cause including, but not limited to, collision and theft.

M. **Primary Insurer** means a third party insurance company providing comprehensive/collision coverage on the Covered Vehicle or a third party insurance company that determines and pays the Actual Cash Value of the Covered Vehicle in the event of a Total Loss.

N. **Prohibited Commercial Purpose** means the Covered Vehicle may not be used for the following commercial purposes: commercial rental, taxi, limousine or shuttle services, towing anything behind the Covered Vehicle/wrecker service, if the Covered Vehicle is equipped with a dump bed, cherry picker, lifting or hoisting equipment, police/law enforcement use, emergency services, if the Covered Vehicle has a municipal tag, or if the Covered Vehicle is used for principally off-road use, or for prearranged or organized racing or competitive driving.

O. **Registration Page** means the first page of this Addendum.

P. **Settlement Date** means the date the Primary Insurer issued the settlement check or denial letter corresponding to the Total Loss of the Covered Vehicle.

Q. **Total Loss** means a total or constructive total loss as defined by the Primary Insurer. If no primary automobile physical damage carrier exists or issues a settlement check, then a Total Loss shall mean when the repair cost exceeds the Actual Cash Value or, in the event of a theft, when the Covered Vehicle has not been recovered after a minimum period of thirty (30) days from the date of the original police theft report.

R. **Unpaid Net Balance** means the amount owed by the Customer to clear the outstanding Finance Agreement account as of the Date of Loss subject to the terms and conditions herein. This amount shall not include any and all late charges, missed or late payments, uncollected service charges, refundable prepaid taxes and fees, or any proceeds which may be recovered by canceling any insurance coverages, service contracts and/or warranties, credit life, accident and health insurance or other cancelable items.

S. **Waiver Benefit** means the amount waived by the Dealer/Assignee pursuant to the terms of the Addendum.

3. DISCLAIMERS

A. Any portion of the Customer's Primary Insurance deductible that exceeds one thousand ($1,000) dollars will not be included in the Waiver Benefit amount and will not be covered by this Addendum. If no Waiver Benefit is due under this Addendum, no coverage will be provided for the Primary Insurance deductible amount. Additionally, in the event the Customer's Primary Insurance deductible amount is greater than the Waiver Benefit amount, the Dealer/Assignee will only waive the portion of the Primary Insurance deductible up to the Waiver Benefit amount. Customer will not be paid or reimbursed directly for any Primary Insurance deductible amount.

B. Primary Insurance: Should the Customer not have collectible automobile physical damage insurance on the Date of Loss, it is the responsibility of the Customer to advise Administrator in writing immediately when the loss is discovered and Administrator will calculate the Actual Cash Value of the Covered Vehicle immediately prior to the loss.

C. This Addendum shall be void if any material fact(s) have been concealed or misrepresented, or in the case of fraud.

D. Coverage under this Addendum is not available for Finance Agreements with an amount financed less than seventy (70%) percent of the manufacturer suggested retail price (MSRP) for a new motor vehicle or the average retail value for a used motor vehicle, as determined by a nationally recognized pricing guide.

E. Coverage under this Addendum is not available for vehicles with salvage or junk title.

F. No coverage is provided for any deductions taken by the Primary Insurer for the following: Prior Damage, Salvage, Missing Items, Excess Towing and Storage.

Cadillac Guaranteed Asset Protection Plus Addendum Terms & Conditions

G. No coverage is provided for the amount of Sales Tax and Title fee reimbursement owed by the Primary Insurer in applicable states.

H. Customer is responsible for making at least the minimum payment owed under the terms of the Finance Agreement for each payment due date scheduled after the Date of Loss until the request for a Waiver Benefit has been fully processed. In the event a Waiver Benefit is owed under the Addendum, Administrator will issue a refund to Customer or Assignee/Lender where applicable, for the portion of Customer's payment(s) that should have been waived according to the terms of this Addendum.

I. This Addendum does not provide coverage for damage related to any personal property attached to or within the Covered Vehicle.

J. This Addendum only provides coverage if the Covered Vehicle is deemed a Total Loss. No coverage is provided under this Addendum if the Covered Vehicle is deemed a partial loss.

4. EXCLUSIONS

This Addendum does not apply to loss of or damage to the Covered Vehicle:

A. Resulting directly or indirectly from the legal confiscation of the Covered Vehicle by a public official;

B. Arising from any material misrepresentation of fact, falsification of document(s), or any dishonest, fraudulent, criminal or illegal acts. In addition, You agree that we may rely upon a determination by Your Primary Insurer that any Total Loss arises from such a circumstance;

C. Due to wear and tear, freezing, mechanical/electrical breakdown or failure;

D. Which occurs outside the United States, its territories or Canada;

E. If the purchase date of the Covered Vehicle is different than the purchase date of this Addendum or if the Total Loss occurs prior to the Effective Date of this Addendum;

F. Due to war, whether or not declared, invasion, civil war, insurrection, rebellion, revolution, terrorism, riots or civil unrest;

G. Due to any acts occurring after the maturity date of the Finance Agreement, Assignee's/Lender's acceleration of the Finance Agreement or during or after the repossession of the Covered Vehicle;

H. Caused by conversion, embezzlement, or secretion by any person in lawful possession of the Covered Vehicle;

I. If the Covered Vehicle is used for a Prohibited Commercial Purpose.

5. TRANSFER

This Addendum is transferable if the Finance Agreement is assumed by a third party individual, no terms of the Finance Agreement are modified other than the identity of the Customer, and the fifty ($50) dollar transfer fee is received by Administrator within thirty (30) days of the Covered Vehicle's transfer. Copies of the Registration Page, the revised Finance Agreement and a check for fifty ($50) dollars are required by Administrator to process the transfer request. This Addendum is not transferable to another vehicle or another Finance Agreement. This Addendum terminates upon (i) refinancing the Covered Vehicle's Finance Agreement or (ii) payment in full of the original Finance Agreement.

6. TERMINATION

This Addendum terminates upon the earliest of the following events:

A. Cancellation of this Addendum (see Section 7):

B. Refinancing the Covered Vehicle's Finance Agreement;

C. Payment in full of the original Finance Agreement;

D. Expiration of any redemption and reinstatement periods after a repossession or surrender of the Covered Vehicle; or

E. A Waiver Benefit is provided under the terms of this Addendum.

7. CANCELLATION

This Addendum is cancelable. To cancel the Addendum, Customer must provide Administrator or Dealer with written notice of Customer's request to cancel the Addendum. This Addendum may be cancelled for a full refund of the Addendum Retail Price and any associated finance charges within thirty (30) days of the Effective Date of the Addendum provided that no Waiver Benefit has been provided. After thirty (30) days any refunds will be calculated pro-rata by multiplying the Addendum Retail Price by the quotient of the number of calendar days from the termination date to the Finance Agreement's original full term date, divided by the total number of calendar days in the Finance Agreement's original term. However, in the event a Waiver Benefit has or will be provided, this Addendum will be deemed as fully earned, and no refund will be due or paid to the Customer. Customer must provide the written request for a refund to Administrator or Dealer within ninety (90) days of the requested effective date of cancellation of this Addendum unless the termination is a result of the early termination of the Finance Agreement, in which case the Assignee/Lender will initiate the cancellation of the Addendum. Any refund due under this Addendum will be made payable to the Assignee/Lender unless Customer provides Administrator with written documentation from Assignee/Lender stating the Finance Agreement has been paid in full. If the cancellation of the Addendum occurs as a result of a default under the Finance Agreement or the repossession of the Covered Vehicle, any refund due may be paid directly to the Assignee/Lender. **If the Addendum Retail Price was included in the financing of the Covered Vehicle, any cancellation refund may be applied by the Assignee/Lender as a reduction of the overall amount owed under the Finance Agreement rather than applying the refund strictly to the Addendum Retail Price.** In the event of the cancellation or termination of this Addendum, the Assignee/Lender will provide, or will cause the Administrator or Dealer to provide, any refund due pursuant to the cancellation provisions of this Addendum within sixty (60) days of the cancellation or termination.

8. WAIVER BENEFIT PROCEDURES (HOW TO FILE A CLAIM)

To initiate a request for a Waiver Benefit, Customer must submit a written request for a Waiver Benefit or at least one (1) of the documents listed below to Administrator within ninety (90) days of the Settlement Date (or within ninety (90) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle or Primary Insurance settlement). Additionally, Customer must submit all documents listed below to Administrator within two hundred ten (210) days of the Settlement Date (or within two hundred ten (210) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle) before any Waiver Benefit under this Addendum can be processed. It is Customer's responsibility to provide the required documentation to Administrator. No Waiver Benefit will be provided if You fail to properly initiate a claim within ninety (90) days of the Settlement Date and/or provide the required documentation within two hundred ten (210) days of the Settlement Date. **Customer should submit all documents to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-959-0106.**

A. Complete copy of the Primary Insurance Settlement Statement substantiating the date of and cause of the Total Loss of the Covered Vehicle, gross settlement amount, deductible and net settlement amount, unless the total loss is due to theft and the Covered Vehicle has not been recovered. Should Customer not have collectible physical damage insurance on the Date of Loss, it is Customer's responsibility to advise Administrator in writing immediately when the Total Loss is discovered, and Administrator will arrange for an independent appraisal in order to calculate the Actual Cash Value of the Covered Vehicle immediately prior to the Total Loss.

B. Copy of the Total Loss Evaluation report from the Primary Insurer substantiating the basis of how the Actual Cash Value of the Covered Vehicle was determined (must include all options on the Covered Vehicle and mileage on the Date of Loss, if available).

C. Copy of the Primary Insurer's Settlement Check.

D. Copy of a statement from Assignee (your Lender) documenting Your Loan Payoff Amount, including detail of past due amounts, late charges, etc., if any.

E. Copy of the Complete Payment History (record of loan payments from inception through Date of Loss).

F. Copy of the Finance Agreement (including term, APR, amount financed, payment amount, payment due date and any cancelable items purchased).

G. Copy of Buyer's Order/Purchase Order for the replacement vehicle from the Dealer substantiating make, model, year, mileage and vehicle options **(required if You are receiving a GAP Plus Benefit).**

H. Copy of this Addendum.

I. Copy of Police Report, if there is no Primary Insurance covering the Covered Vehicle on the Date of Loss and the Total Loss is due to the theft of the Covered Vehicle.

J. Copy of the documentation showing refund amounts of any cancelable items purchased.

K. Any additional documents reasonably requested by Administrator.

PLEASE MAKE SURE all documents are totally legible, otherwise the Waiver Benefit may be delayed until legible copies can be obtained. Once all legible documents have been received and there is a Waiver Benefit due, the Waiver Benefit will be provided by the Dealer/Assignee within thirty (30) days.

9. ARBITRATION PROCEDURE

You agree that all individual claims or disputes arising from or relating to this Addendum regarding the Administrator, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY ADDENDUM THAT WAS SECURED BY CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.

CC

APS ASSURED PROVIDER SERVICES

VEHICLE SERVICE CONTRACT
NEW AND PRE-OWNED

INFORMATION SCHEDULE

CONTRACT # VSC121067

CUSTOMER INFORMATION

[redacted]

-BUYER NAME

TREET

TY, STATE, ZIP CODE

OME PHONE | CELL PHONE

MAIL ADDRESS

ENT ODOMETER READING 41,780 | ☒ NEW ☐ PRE-OWNED ☐ CERTIFIED PRE-OWNED

YEAR 2023	MAKE CADILLAC	MODEL ESCALADE	TRIM ESCALADE ESV SPORT PLATIN

SELLING DEALER INFORMATION

[redacted]

CITY, STA [redacted]

CITY, STA [redacted]

USIONARY	SERVICE CONTRACT TERM 60	MONTHS FROM SERVICE CONTRACT PURCHASE DATE 999,999	MILES FROM CURRENT ODOMETER READING
SERVICE CONTRACT PRICE $ $3,695.00	SERVICE CONTRACT PURCHASE DATE 10/17/2025	DEDUCTIBLE $100 Deductible	

CUSTOMER ACKNOWLEDGEMENT AND AGREEMENT

I, as purchaser and holder of this Service Contract, understand, acknowledge, and agree to the following:

- The purchase of this Service Contract is optional, voluntary, and is not required to obtain financing or to purchase or lease the **Vehicle**. The **Service Contract Price** may be financed with the purchase or lease of the **Vehicle**. Other payment options may be available.
- **Coverage** under this Service Contract begins on the **Service Contract Purchase Date.** Payment of the **Service Contract Price** must be made to the **Provider.**
- I understand and agree that if a Coverage Plan is not selected on the Information Schedule, only Level 1 **Coverage** will be provided.
- **If the Vehicle experiences a Breakdown, I understand that I must contact the Administrator for instructions and receive authorization before any work is completed on the Vehicle, including, but not limited to, any diagnostic work. The Provider reserves the right to inspect the Vehicle in its original condition at the time of Breakdown. Therefore, any and all work done without prior authorization from the Provider or Administrator will result in denial of Coverage and will not be reimbursed or otherwise paid by the Provider unless the Emergency Repair Process is followed.**
- I am responsible for payment of the **Deductible** above. If no **Deductible** is identified above, a two hundred and fifty dollar ($250) **Deductible** will be required.
- I understand that any **Coverage** which I am or may be entitled to hereunder is subject to **SECTION 8 - GENERAL PROVISIONS - 5. Limit of Liability.**
- This Service Contract runs concurrent with, and is secondary to, any applicable **Warranty** or such other coverage for the full duration thereof. **If the Warranty has been declared void, this Service Contract does not provide Coverage that would have been included thereunder until the end of what would have been the full duration of the Warranty.** The benefits provided under dealer **Warranties** required by state law are not covered by this Service Contract.
- **Selling Dealer** has provided me with a receipt or other document evidencing my purchase of this Service Contract, and a copy of this Service Contract.
- This Service Contract will be governed by the laws of the state in which this Service Contract was sold without regard to the conflict of laws rules thereof.
- This Service Contract is not an insurance policy. Unless otherwise regulated by state law, this Service Contract shall constitute, and the terms hereof shall be interpreted in accordance with those of, a "service contract" under 15 U.S.C. 2301 and other relevant federal and state law provisions.
- This Service Contract constitutes the entire agreement between the **Provider** and me and supersedes any oral or written statements made to me with regard to the type or amount of coverage to which I am entitled. I understand that no individual has the authority to change, amend, waive or otherwise modify any terms of this Service Contract. I have read this Service Contract in its entirety and understand and accept all of the terms and conditions set forth herein, including, but not limited to, the **Coverage**, **Service Contract Price**, and General Provisions.
- **I understand that this Service Contract contains an ARBITRATION provision and any disputes arising out of this Service Contract are subject to arbitration as explained in SECTION 8 – GENERAL PROVISIONS – 9. ARBITRATION PROVISION herein. I have read this provision carefully and understand that it limits certain rights I may have, including a right to obtain relief through court, right to a trial by jury, and a right to pursue claims on a class or collection basis. Arbitration Provision not applicable in AK, GA, MD, MS, WI and WY.**

[redacted]