



Retail Motor Vehicle Credit Application

Credit Sale App. #: Dealer Name Phone FAX Date:

Creditor Name and Address: Fundamental Mortgage Corporation, 380 Beach Road, Suite A Burlingame, CA 94010

TYPE OF CREDIT REQUESTED:

Business Individual Joint—We intend to apply for joint credit (initials):

The words "you" and "your" refer to each person or business submitting this application. The words "we", "us" and "our" refer to the seller and the financial companies to which your application is submitted. The words "married" and "spouse" include registered domestic partners or civil union where applicable.

IMPORTANT APPLICANT INFORMATION: Federal law requires financial companies to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information.

Complete **JOINT APPLICANT'S** section only if application is for joint credit.

(A) APPLICANT'S INFORMATION				(B) JOINT APPLICANT'S INFORMATION			
PRINT FULL NAME			DOB	PRINT FULL NAME			DOB
SSN/TAX ID	STREET ADDRESS		APT#	SSN/TAX ID	STREET ADDRESS		APT#
CITY	STATE	ZIP	HOW LONG? __ YRS __ MOS	CITY	STATE	ZIP	HOW LONG? __ YRS __ MOS
HOME PHONE	CELL PHONE	MONTHLY RENT/MORTGAGE		HOME PHONE	CELL PHONE	MONTHLY RENT/MORTGAGE	
RESIDENTIAL STATUS <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> WITH RELATIVES <input type="checkbox"/> WITH FRIENDS <input type="checkbox"/> OTHER			NAME OF LANDLORD/MORTGAGE	RESIDENTIAL STATUS <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> WITH RELATIVES <input type="checkbox"/> WITH FRIENDS <input type="checkbox"/> OTHER			NAME OF LANDLORD/MORTGAGE
LANDLORD PHONE	PREVIOUS ADDRESS (if less than 2 yrs at current address)		APT#	LANDLORD PHONE	PREVIOUS ADDRESS (if less than 2 yrs at current address)		APT#
CITY	STATE	ZIP	HOW LONG? __ YRS __ MOS	CITY	STATE	ZIP	HOW LONG? __ YRS __ MOS
CURRENT EMPLOYER			GROSS MONTHLY SALARY	CURRENT EMPLOYER			GROSS MONTHLY SALARY
CURRENT EMPLOYER'S ADDRESS		CITY	STATE	CURRENT EMPLOYER'S ADDRESS		CITY	STATE
ZIP	WORK PHONE	HOW LONG? __ YRS __ MOS	OCCUPATION/JOB TITLE	ZIP	WORK PHONE	HOW LONG? __ YRS __ MOS	OCCUPATION/JOB TITLE
PREVIOUS EMPLOYER (if less than 2 yrs at current job)			GROSS MONTHLY SALARY	PREVIOUS EMPLOYER (if less than 2 yrs at current job)			GROSS MONTHLY SALARY
PREVIOUS EMPLOYER'S FULL ADDRESS			PHONE	PREVIOUS EMPLOYER'S FULL ADDRESS			PHONE
SECONDARY EMPLOYER NAME (if applicable)		SECONDARY EMPLOYER ADDRESS		SECONDARY EMPLOYER NAME (if applicable)		SECONDARY EMPLOYER ADDRESS	
CITY	STATE	ZIP	GROSS MONTHLY SALARY	CITY	STATE	ZIP	GROSS MONTHLY SALARY
SECONDARY EMPLOYER PHONE		HOW LONG? __ YRS __ MOS	OCCUPATION/JOB TITLE	SECONDARY EMPLOYER PHONE		HOW LONG? __ YRS __ MOS	OCCUPATION/JOB TITLE

OTHER INCOME NOTE:*

<input type="checkbox"/> (A) or <input type="checkbox"/> (B) GROSS MONTHLY OTHER INCOME	OTHER INCOME SOURCE	<input type="checkbox"/> (A) or <input type="checkbox"/> (B) GROSS MONTHLY OTHER INCOME	OTHER INCOME SOURCE
REFERENCE	PHONE	REFERENCE	PHONE
ADDRESS	RELATIONSHIP	ADDRESS	RELATIONSHIP
BANK REFERENCE <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		BANK REFERENCE <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	

* Alimony, child support, or separate maintenance incomes do not have to be revealed unless the applicant wishes to have such sources considered as a basis for repayment of the requested credit amount.

Signatures

You certify that the information given above is true and complete. We will rely, in part, on this information to evaluate your eligibility for credit. You authorize us to submit this application and any other documents pertaining to this proposed transaction to the following financial company (ies):

Fundamental Mortgage Corporation, 380 Beach Road, Suite A Burlingame, CA 94010

You authorize these financial companies and their affiliates to obtain any information they want in order to verify information related to this credit application, including contacting a spouse to verify spouse related information.

Applicant's Signature Date DL # Jt. Applicant's or Other Party's Signature (when applicable) Date DL #

For Dealer Use Only							
NEW/USED/DEMO	YEAR	MAKE	MODEL	BODY STYLE	MILEAGE	SERIAL #	
TRADE IN YEAR	MAKE	MODEL	BODY STYLE	LIENHOLDER	ALLOWANCE	PAYOFF	
CASH SELLING PRICE	NET TRADE	CASH DOWN	PRODUCTS & FEES	AMOUNT FINANCED	TERM	RATE	

Notices

Notice to applicants or other parties subject to the laws of CALIFORNIA: APPLICANT, IF MARRIED, MAY APPLY FOR A SEPARATE ACCOUNT. Notice to applicants or other parties subject to the laws of NEW HAMPSHIRE: IF THIS IS AN APPLICATION FOR A BALLOON RETAIL SALES CONTRACT, APPLICANTS ARE ENTITLED, UPON REQUEST, TO RECEIVE A WRITTEN ESTIMATE OF THE MONTHLY PAYMENT FOR A BALLOON PAYMENT REFINANCING IN ACCORDANCE WITH THE CREDITOR'S CURRENT REFINANCING PROGRAMS PRIOR TO ENTERING INTO A BALLOON CONTRACT.

Notice to applicants or other parties subject to the laws of OHIO: OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDIT-WORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

Notice to applicants or other parties subject to the laws of WISCONSIN: MARITAL PROPERTY AGREEMENT NOTICE: No provision of any marital property agreement, unilateral statement under Wisconsin Statutes Section 766.59 or court decree under Wisconsin Statutes Section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

The following is for Wisconsin residents only:

Applicant is married unmarried (includes single, divorced or widowed) separated.

If married or separated, and Applicant's spouse is not a joint applicant, such spouse's name is _____ and address is _____.

Waiver of Notice by Non-Joint Applicant Spouse: I agree to waive notice of any extension of credit in connection with this application.

Signature of Non-Joint Applicant Spouse _____ Date _____

ALL APPLICANTS: IMPORTANT APPLICANT INFORMATION

You authorize us to obtain consumer credit reports from time to time as we want, for any legitimate purpose, in connection with the transaction that is proposed by this application or any future update, renewal, or extension of that transaction. Upon request, you will be informed whether or not a consumer report was ordered. If a report was requested, you will be informed of the name and address of the consumer credit reporting agency that furnished the report. We may keep this application whether or not it is approved. You authorize us to check your credit and employment history and to answer questions others may ask us about your credit record with us.

You agree that your telephone communications with us and any financial company that reviews this credit application may be monitored and/or recorded to assure the quality of service. You give your consent to receive calls and text messages from the creditor or its third party debt collector at any number you have given us, including calls and messages made using an auto dialer or prerecorded message. You agree that we can send disclosures or other communications to you electronically at the e-mail address you have given us.

By signing below you acknowledge you have read the applicable notices on this page and agree to the terms of the ALL APPLICANTS: IMPORTANT APPLICANT INFORMATION section.

Applicant's Signature _____ Date _____

Jt. Applicant's Signature (when applicable) _____ Date _____



CALIFORNIA CHECKLIST FOR FUNDING PACKAGE

Complete this form and submit with retail installment contract

Customer Name: _____ Dealer: _____ Log # _____

- Original completed retail installment contract assigned by an authorized signer
- Original completed Communication Consent form signed by Buyer (and Co-Buyer, if applicable)
- Copy of signed credit application
- Insurance verification required maximum \$500 deductible
- Copy of front and back of customer's valid driver's license or gov't-issued ID - **signature & name must match contract**
- Proof of residence
- Copy of customer's current paystub (proof of income for self-employed) if required
- Copy of odometer statement
- Copy of application for registration naming **Fundamental Mortgage Corporation ELT#: DEY** as lienholder
- Original signed Agreement to Provide Insurance
- Copy of buyer's order / bill of sale
- All signers on contract must be on title
- Proof of dealer's ownership and clear title for vehicle or validated registration
- Copy of Kelley Book Sheet dated within 7 days of application submission date
- Six references listed below (must be at separate addresses):

NAME	RELATIONSHIP (specify)	ADDRESS	PHONE
	Relative		
	Relative		
	Relative		
	Relative		
	Other		
	Other		

When applicable:

- Copy of signed approved service contract naming **Fundamental Mortgage Corporation, ELT: DEY** as lienholder
- Copy of signed approved GAP Waiver (Debt Cancellation) contract naming **Fundamental Mortgage Corporation** as lienholder
- Signed GAP Approval or Waiver (Debt Cancellation) coverage form
- Signed Non-English Language Transaction form
- 6 personal references on co-signer if living at different address
- Voluntary authorization for automated car payment form

This information furnished by: _____ Date: _____

SEND FUNDING PACKAGES & TITLES TO:
Fundamental Mortgage Corporation
 380 Beach Road, Suite A
 Burlingame, CA 94010

SEND INSURANCE INFORMATION TO:
Fundamental Mortgage Corporation
 380 Beach Road, Suite A
 Burlingame, CA 94010

Funding occurs the next business day after contract is received and stipulations have been met.
 All contracts are subject to verification with customer.

<p>LIENHOLDER INFORMATION</p> <p>According to the federal lien perfection provision, a dealer has 30 days from date of sale to perfect a lien. Please register Fundamental Mortgage Corporation as LIENHOLDER within that time. Make sure the ELT# listed below appears in the proper box.</p> <p>ELT NUMBER: DEY</p>	<p>AUTO INSURANCE COVERAGE</p> <p>Vehicle must be covered by physical damage insurance with loss payee payable to Fundamental Mortgage Corporation prior to purchase. Maximum \$500 deductible.</p>
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Borrower Name: _____ Date: _____

Co-Borrower Name: _____ Date: _____

Vehicle Description:	Model Year	Model	Make
	VEHICLE IDENTIFICATION NUMBER (VIN)		
GPS Device ID Number	#		
GPS Type			

Pursuant to the Retail Installment Contract and Security Agreement (the "Contract") that I signed in consideration of the loan secured by the above-described vehicle (the "Vehicle"), dated the same date as this Disclosure Statement and Agreement for Installation (this "Agreement"), I understand that the Vehicle secured by the loan is equipped with a GPS ELECTRONIC DEVICE (the "Device"). The Device includes a GPS (global positioning system) tracking unit that can determine at any time where my Vehicle is located, and also includes an ignition-interrupter that can disable the Vehicle by not allowing it to be started. This GPS will not be used to determine my driving habits or practices, but may be randomly activated to ensure the GPS is still functioning. Fundamental Mortgage Corporation, its designated assignee, representative or the originating dealer will not provide any access to or record of the tracking, unless required to do so by law, or to enforce any rights Fundamental Mortgage Corporation, its designated assignee, representative or the originating dealer may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Vehicle as allowed.

BY READING AND SIGNING BELOW, I INDICATE MY UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS REGARDING THE INSTALLATION OF THE GPS TRACKING DEVICE:

1. I understand that installing and maintaining the Device in the Vehicle is a material condition for the Fundamental Mortgage Corporation to finance and purchase of the Vehicle. I further understand that I may be able to purchase a vehicle from another dealership that may not require installation of the Device, but I am choosing to purchase this Vehicle and I consent to having the Device installed.
2. I agree that the Device will be under the control of Fundamental Mortgage Corporation or its designed assignee. I understand that Fundamental Mortgage Corporation will be responsible for payment of tracking services while in control of the Device. I further understand and agree that if I tamper with, alter, disconnect or remove the Device, I will be considered in default under this Agreement and my Contract.
3. I understand and agree that if I tamper with, alter, disconnect or remove the Device, such tampering, alteration, disconnection or removal of the device is an attempt to conceal the Vehicle for Fundamental Mortgage Corporation, and by such concealment I will forfeit my right to reinstate the Contract in the event of a repossession of the Vehicle, if concealment of the Vehicle is grounds for denying reinstatement.
4. I understand the Device has a GPS unit as detailed above. **If I fail to make a payment, the Vehicle will not start and the GPS device will be used by Fundamental Mortgage Corporation or Fundamental Mortgage Corporation's assignee and/or successor to track the location of the vehicle for the purpose**

of assisting in the vehicle's subsequent repossession. If I fail to make payment and repossession is immediately allowed under applicable State law, the GPS will be used immediately to locate and track the Vehicle for immediate repossession. If I fail to make payment when due and live in a State where I am entitled to cure my default, but I fail to cure my default, the Vehicle will not start (if the Device is so equipped) and the GPS will be used to locate and track the Vehicle for repossession after the **time for me to cure this nonpayment has run out. I agree that I have no right to privacy regarding the use of the GPS device to track the location of the vehicle, but in the event that a court, arbitrator, dispute resolution organization or state or federal authority should determine that such a right exists, I hereby waive such right to the fullest extent possible. I understand the GPS unit is not being used to make monies beyond those due and owing under this Agreement and my Contract, but is being used to secure collection of monies I hereby acknowledge I owe and, where allowed, to repossess the Vehicle as allowed.**

5. I understand that if I tamper with, alter, disconnect or remove the Device from the Vehicle, I may be liable for the cost to replace or repair the Device, unless prohibited by law.
6. I understand that the Fundamental Mortgage Corporation has the right to assign its rights, title and interest in the Contract at anytime. The assignment of the Contract by the Fundamental Mortgage Corporation or its assignees and/or successors and will not in any way affect the terms and conditions of this Agreement.
7. I understand that only the Fundamental Mortgage Corporation or its authorized representatives or assignees are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, I agree to make the Vehicle available to the Fundamental Mortgage Corporation or its representatives and or assignees, during their normal business hours. I understand that the Fundamental Mortgage Corporation or its representatives and/or assignees shall have full responsibility for the cost of all repairs to the Device, except for repairs caused by my tampering with, altering, disconnecting or removing the Device.
8. I understand that after I have made all payments due under the Contract, Fundamental Mortgage Corporation will transfer control of the Device to me. If I choose to continue use of the Device for anti-theft purposes, I agree to assume responsibility for payment of GPS location services from the Device service provider.

Any violation of any terms or conditions of this Disclosure Statement and Agreement, shall also be deemed a material default under the Contract whereby the undersigned Borrower has purchased the above Vehicle. Upon any default under this Agreement or violation of the terms and conditions herein, Fundamental Mortgage Corporation or its designated assignee will be entitled to take any and all actions, including but not limited to repossession and sale, as may be allowed under the terms of the Contract.

NOTICE: Do not sign this Disclosure Statement and Agreement for Installation without reading it first. By signing below, you are acknowledging that you have been given the opportunity to read this document and have had any questions regarding the Device answered to your satisfaction. You are further acknowledging that you fully understand and agree to be bound by all of the terms and conditions set forth herein. This Agreement is hereby incorporated by reference into the Contract.

_____	_____	_____	_____
Borrower (Signature)	Date	Co-Borrower (Signature)	Date
_____		_____	
Borrower (Print Name)		Co-Borrower (Print Name)	



800-262-3996
www.fundamentalbank.com

Your contract has been assigned to Fundamental Mortgage Corporation. During the next week, Fundamental M. Corporation will contact you regarding your automobile purchase. **Please make sure that you are available for this telephone interview, which is required for the financing of your new vehicle.**

Your first payment of \$

is due on

This payment and all your other payments must be paid to Fundamental Mortgage Corporation. Fundamental M. Corporation will send you a Welcome Package immediately after your contract is financed. You will also receive monthly billing statements from Fundamental M. Corporation. If you do not receive a Welcome Package or billing statement before the first payment date above, you must mail the first payment directly to Fundamental Mortgage Corporation at the address below. Write you Social Security Number on your check or money order, so the payment can be credited to your account.

Mail your payments to: Fundamental Mortgage Corporation
380 Beach Road, Suite A
Burlingame, CA 94010

Fundamental M. Corporation
Customer Service: 800-262-3996

Customer Name:		Cosigner:	
Physical Address:			
City:	State:	ZIP:	
Day Phone	Eve Phone		
Year/ Make/ Model	Vin	Miles	

Selling Dealership Name: _____



800-262-3996
www.fundamentalbank.com

AGREEMENT TO CONTACT METHODS

You agree that we, our affiliates, agents, service providers and any assignee of this retail installment contract may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You expressly consent agree that we and any assignee may try to contact you in writing, by email, or using prerecorded/artificial voice messages, and automatic telephone dialing systems, as the law allows. You also agree that we and our assigners may try to contact you in these and other ways at any mailing address, email addresses or telephone number you provide us now in future, even if the telephone is a cell phone number or other wireless device and the contract or message results in a charge to you.

Buyer Name

Signature

Date

Cell Number

Email Address

Buyer Name

Signature

Date

Cell Number

Email Address



**ADD PRODUCTS & SERVICES
(With Motor Vehicle)**

Conditional Sales Contract And Security Agreement No. Date	Dealer	Buyer
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The price for each item sold in connection with the motor vehicle conditional sales contract referred to above is as follows:

Extended Service Contract	\$ _____
Insurance Premiums	\$ _____
Optional Debt Cancellation Agreement	\$ _____
Theft Deterrent Device Charge	\$ _____
Surface Protection Product Charge	\$ _____
Used Vehicle Contract Cancellation Option Agreement Charge	\$ _____
Total	\$ _____
Installment Payment EXCLUDING Listed Items	\$ _____
Installment Payment INCLUDING Listed Items	\$ _____

SIGNATURES. By signing below, Buyer acknowledges the receipt of this form on _____

Buyer

Buyer

DEALER STIPS	APPLICANT STIPS
<ul style="list-style-type: none"> <input type="checkbox"/> Completed and signed credit application <input type="checkbox"/> Sales Contract assigned to Fundamental Mortgage Corporation <input type="checkbox"/> Blue Book (copy of power on the print) <input type="checkbox"/> Application for Title/Lien Address: Fundamental Mortgage Corporation, 380 Beach Road, Suite A, Burlingame, CA 94010 <input type="checkbox"/> Odometer Statement <input type="checkbox"/> Copy of receipt of Spanish translation (if applicable) <input type="checkbox"/> Proof of Insurance <input type="checkbox"/> Language Acknowledgement (if applicable) <input type="checkbox"/> Miscellaneous supporting documents <input type="checkbox"/> Gap Waiver (if applicable) <input type="checkbox"/> Warranty Contract (if applicable) 	<ul style="list-style-type: none"> <input type="checkbox"/> Copy of Driver's License <input type="checkbox"/> 6 References (not living with applicant(s)) <input type="checkbox"/> Proof of Income (if applicable) <input type="checkbox"/> Proof of Residence <input type="checkbox"/> Landline/Cell Phone Bill <input type="checkbox"/> Ph/Util/Chkng in applicant(s) name (if applicable) <input type="checkbox"/> Proof of Insurance

Please FedEx, UPS or USPS (with tracking number) your package to the following address:
FundamentalM. Corporation
380 Beach Road, Suite A
Burlingame, CA 94010



Agreement to Provide Insurance

Seller/Lessor (Name and Address)
Address

Buyer/Lessee (Name(s) and
Address

Transaction No.

Date

Insurance Requirements

Acknowledgement of Insurance Requirements. You have entered into a transaction with the Seller/Dealer that requires you to keep the collateral associated with the transaction insured. Your transaction documents contain the details of the insurance requirements. You agree that the Seller/Lessor (or its Assignee) has the authority to contact the insurance company for any issues related to the insurance coverage for this transaction

Coverage

- Collision Deductible \$ _____
- Comprehensive Deductible \$ _____
- _____ Deductible \$ _____

Loss Payee (Name and Address)
Fundamental Mortgage Corporation
380 Beach Road, Suite A
Burlingame, CA 94010

Vehicle Description

Year
Make
Model
VIN
Other:

Signatures

By signing below, you acknowledge receipt of a copy of this Agreement to Provide Insurance

X _____
Date

Insurance Company and Agent

Insurance Company
Police Number
Effective From _____ to _____

X _____
Date

Insurance Agent (Name, Address and Phone)



GAP ADDENDUM

125GW

This Guaranteed Automobile Protection (GAP) Contract Addendum (“Contract”) amends the Financial Agreement. This Contract is between the Buyer (“I”, “You”, “Your” or “Consumer”) and the Seller, or if assigned, with the Financial Institution/Lender.

BUYER			SELLER			SELLER NUMBER							
ADDRESS						ADDRESS							
CITY		STATE		ZIP		CITY		STATE		ZIP			
MOBILE PHONE			SECONDARY PHONE			CONTACT			PHONE				
CUSTOMER E-MAIL						FINANCIAL INSTITUTION/LENDER							
VIN NUMBER		YEAR		MAKE		MODEL		ADDRESS					
VEHICLE PURCHASE PRICE		<input type="checkbox"/> NEW <input type="checkbox"/> USED		MSRP/NADA		CITY		STATE		ZIP			
\$				\$									
<input type="checkbox"/> LOAN/INSTALLMENT SALES CONTRACT						<input type="checkbox"/> LEASE		<input type="checkbox"/> BALLOON CONTRACT					
AMOUNT FINANCED/LEASE CAP COST						APR		PRIMARY INSURANCE DEDUCTIBLE		FINANCIAL AGREEMENT DATE		FINANCIAL AGREEMENT TERM	
\$						%		\$				MONTHS	
YOUR CHARGE FOR GAP CONTRACT		SURCHARGE: <input type="checkbox"/> Commercial Usage or Class 3 Truck											
\$		(Check if one or both applies)											

I hereby acknowledge that this Guaranteed Asset Protection (GAP) Contract is STRICTLY VOLUNTARY, IS NOT REQUIRED BY THE CREDITOR, and NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THE GAP CONTRACT. Although I am not required to do so, I have elected to purchase this Contract for an additional charge, which is shown above. I acknowledge that the cost of the above described Contract has been disclosed to me and I agree to pay that amount. I understand that I may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. I understand that I may obtain a GAP Contract from anyone I choose that is acceptable to the Financial Institution, and that GAP benefits may decrease over the term of the Financial Agreement. This Contract includes a binding arbitration clause. This GAP Contract may not waive the entire amount owing at the time of loss.

WARNING: THIS CONTRACT DOES NOT PROVIDE AND IS NOT A SUBSTITUTE FOR BODILY INJURY, PROPERTY DAMAGE, LIABILITY, COMPREHENSIVE OR COLLISION INSURANCE AND DOES NOT COMPLY WITH ANY FINANCIAL RESPONSIBILITY LAW OR ANY OTHER LAW MANDATING MOTOR VEHICLE INSURANCE COVERAGE. Please carefully read this Contract in its entirety for additional information on eligibility, conditions, limitations and exclusions that could prevent you from receiving benefits under this Contract.

In the event of a Total Loss, a deficiency will be considered which will be waived subject to the terms and conditions of this Contract. The amount waived shall not exceed \$50,000.00. This Contract will not cover that portion of a deficiency that results from an original amount financed that exceeds 125% of (1) MSRP for new vehicles or (2) NADA or equivalent for used vehicles. I will always be responsible for (1) all Primary Insurance deductibles over \$1,000.00 and (2) any amounts not covered under the terms and conditions of this Contract.

GAP AGREEMENT

The Buyer and the Seller named above hereby agree to amend the provisions of the Financial Agreement for the Vehicle referenced above as follows: If the Vehicle is deemed a Total Loss by the Primary Insurance carrier for the Vehicle, the Seller agrees to waive the difference between:

- (a) the Outstanding Balance of the Financial Agreement on the Date of Loss as detailed in the Outstanding Balance definition and
- (b) the Actual Cash Value of the Vehicle as stated in the Actual Cash Value definition. Up to \$1,000.00 of the Buyer’s physical damage insurance deductible, if applicable, is also waived under the Contract, unless otherwise limited by applicable State Provisions.

LIMITATION

No coverage is provided for that portion of a deficiency that results from an original amount financed that exceeds 125% of (1) MSRP for new Vehicles or (2) NADA or equivalent for used Vehicles and will be deducted from the payable Outstanding Balance. This Contract is only available for purchase on the date of the Financial Agreement and provides coverage during the term of the Financial Agreement. This Contract does not provide coverage, and will automatically terminate if the Financial Agreement is refinanced. This Contract is not transferable to any other Vehicle or Financial Agreement. Enrollment is available only at the time the Financial Agreement is originally executed.

YES, I ELECT TO PURCHASE THIS GAP ADDENDUM CONTRACT AND ACCEPT ITS TERMS, LIMITATIONS, AND CONDITIONS.

BUYER/LESSEE(S)

SELLER

BUYER/LESSEE SIGNATURE

DATE

BY SELLER

DATE

CO-BUYER/LESSEE SIGNATURE

DATE

TITLE

Report Your Constructive Total Loss To The Program Administrator:

FINANCIAL GAP ADMINISTRATOR LLC

1670 FENPARK DRIVE, FENTON, MO 63026

Phone (888) 427-2037 • Fax (636) 349-3169 • Email: LossReport@GapAdmin.com

Original: Administrator Yellow: Financial Institution Pink: Seller White: Buyer

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CANCELLATION

You may cancel this Contract at any time prior to the occurrence of a Total Loss by mailing or delivering written notice of cancellation request to the Seller/Financial Institution or Program Administrator. The Program Administrator must receive cancellation requests within ninety (90) days of the requested cancellation date. If this Contract is cancelled within thirty (30) days of the date of purchase, You will receive a full refund. If this Contract is cancelled after thirty (30) days from the date of this Contract, the refund will be calculated using the pro rata refund method, less a \$50.00 cancellation fee, unless otherwise indicated in State Provisions. The Financial Institution will be named as payee on any refund of this Contract unless Program Administrator is provided with written documentation stating the Financial Agreement has been paid in full. This Contract will not be reinstated after a cancellation has been processed. If we cancel, we will calculate Your refund pro rata. Notice of cancellation will state the effective date of cancellation. The Contract period will end on that date. In the event of a Total Loss to the Vehicle, all fees paid for the Contract shall become fully earned and no refund will be made, whether or not a deficiency has been waived under this Contract.

LOSS DOCUMENT REQUIREMENTS

In the event of a Total Loss, it is Your responsibility to keep Your account current until any deficiency is determined and waived. If there is a Total Loss due to theft of the Vehicle, You must report the incident to law enforcement authorities within twenty-four (24) hours of the knowledge of the theft. You shall provide the following documentation to the Program Administrator at the address shown below. All copies must be complete and legible. This documentation must be submitted within ninety (90) days from the date of the Primary Insurance company settlement or, in the absence of Primary Insurance, ninety (90) days from the Date of Loss. Failure to do so will void this Contract.

1. A copy of the Primary Insurance company claim settlement check(s), settlement worksheet and Actual Cash Value evaluation.
2. A copy of the police report.
3. Proof of proceeds recovered from cancellation of refundable items, such as a service contract, credit insurance or other similar items.
4. A copy of the Financial Agreement.
5. Documentation from the Financial Institution detailing the payoff as of the Date of Loss.
6. A copy of the bill of sale.
7. A copy of the complete history of the loan showing all payments and transactions.

You shall also provide any other reasonable documentation requested by the Program Administrator that is necessary to complete Your request to waive a deficiency. You may direct all inquiries regarding this Contract to the Program Administrator shown below:

**Program Administrator: Financial Gap Administrator LLC, 1670 Fenpark Drive, Fenton, MO 63026
Phone (888) 427-2037 • Fax (636) 349-3169 • Email: LossReport@GapAdmin.com**

CONTRACT EXPIRATION

This Contract expires upon the earliest of (1) the original termination date of the Financial Agreement, (2) the early termination of the Financial Agreement, (3) occurrence of a Total Loss, (4) date of repossession of the Vehicle, (5) eighty-four (84) months after the date of this Contract, or (6) any term limitation as set forth in the Vehicle Type And Program Eligibility section hereof. The maximum term of this Contract for which a deficiency may be waived will not exceed eighty-four (84) months.

VEHICLE TYPE AND PROGRAM ELIGIBILITY

You are not eligible for this Contract if You do not own the Vehicle. Coverage extends only to the Vehicle and Vehicle accessories included in the original Financial Agreement. In addition, the following limitations, exclusions, and eligibility requirements apply:

MOTOR VEHICLE - AUTOMOBILE, VAN, or LIGHT TRUCK: Includes Vehicles used for personal and/or Commercial Usage that are less than 15,000 pounds gross vehicle weight (GVWR) with a market value and/or amount financed less than \$100,000.00 as of the date of this Contract. Certain vehicle makes, models and types are ineligible for coverage - see Exclusions section on page 3. The maximum term of the Financial Agreement shall be for no more than eighty-four (84) months.

LEASES, BALLOON FINANCIAL AGREEMENTS AND DEFERRED PAYMENT FINANCING: The maximum term of any lease, balloon Financial Agreement, or deferred payment Financial Agreement shall be no more than eighty-four (84) months. Deferred payment Financial Agreements and balloon Financial Agreements will be converted to the Equal Monthly Installment Method.

DEFINITIONS

As used in this Contract, the following terms shall have the meanings set forth below:

Actual Cash Value, at the Date of Loss means, (1) the Actual Cash Value established by the Primary Insurance company, (2) in the absence of Primary Insurance, the retail value of the Vehicle (per NADA or equivalent market evaluation manual). In the absence of Primary Insurance the terms of this Contract will remain the same. Adjustments will be made for prior unrepaired damage, mileage, usage, condition, applicable taxes or fees, and documented Vehicle options and accessories purchased at the time the Financial Agreement was executed. If it is determined that Your Primary Insurance company did not pay a fair Actual Cash Value and we provide You with evidence obtained in our research, You may be required to contact Your Primary Insurance carrier and request a higher payment.

Buyer, as identified on page 1, means the purchaser, borrower or lessee.

Class 3 Truck means any van or light truck rated Class 3 (GVWR from 10,001 lbs to 14,000 lbs) by the manufacturer according to Department of Transportation guidelines. A van or light truck rated Class 3 or higher is excluded unless the Class 3 Truck surcharge option has been purchased.

Commercial Usage means utilization of the Vehicle for any commercial purpose. An automobile, van, or light truck utilized for any commercial purpose is excluded unless the Commercial Usage surcharge option has been purchased. A Vehicle registered as commercial or to a business shall be deemed commercial. Vehicles used for livery, delivery services, hire, rental, or as taxicabs are not eligible for coverage hereunder. Trailers, special commercial usage optional equipment, accessories, and body components are not covered.

Contract means this Addendum to the Financial Agreement.

Date of Loss means the date on which the Total Loss occurred.

Delinquent Payment means any amount as required by the original terms of the Financial Agreement that, as of the Date of Loss, has remained unpaid after the due date.

Equal Monthly Installment Method means the presumption of equal monthly installments beginning no more than forty-five (45) days from the purchase date of the Vehicle and amortized over not more than eighty-four (84) months.

Financial Agreement means the retail installment sales contract, loan, or lease document(s) evidencing Your purchase or lease of the Vehicle with a period of not more than forty-five (45) days from the date of purchase to the first payment.

Financial Institution means the dealer, assignee, lienholder or lessor.

Outstanding Balance means the amount in U.S. currency required to satisfy the Financial Agreement payoff as of the Date of Loss. The Outstanding Balance shall be determined based only on the amount You originally borrowed to purchase the Vehicle. Amounts added subsequent to the purchase of the Vehicle, such as but not limited to collateral protection insurance, unearned finance charge, rental charges, taxes, Delinquent Payments, past due amounts, late charges, extensions of maturity, salvage, repo expense, towing and storage are not included. The Outstanding Balance shall be reduced by any proceeds that could be recovered from the cancelling of any items, such as a service contract, credit insurance, or other similar items, that were included in the Financial Agreement. In the absence of Primary Insurance, the Outstanding Balance shall be reduced by any costs incurred in obtaining appraisal or value of the Vehicle. The Outstanding Balance, at the Date of Loss, shall be determined by the lower of (1) the Financial Agreement original payment schedule or (2) the Equal Monthly Installment Method, if applicable under the terms of this Contract. If additional collateral is secured under the Financial Agreement, the described Vehicle shall bear a proportionate share of the total Outstanding Balance (in proportion to the amortized amount You originally borrowed directly related to Your purchase of the Vehicle).

Primary Insurance means comprehensive and collision insurance coverage as required under the terms and conditions of the Financial Agreement or any third party insurance responsible for damage to the covered Vehicle.

Seller means the entity from which You purchased this GAP Contract or their assignee.

Territory means the United States of America, its territories or possessions, and Canada.

Total Loss means that the Vehicle is deemed a Total Loss by the Primary Insurance company due to an insured peril. In the absence of Primary Insurance, the covered Vehicle must be available for the Program Administrator's inspection or appraisal to determine if the covered Vehicle is a constructive Total Loss with repairs greater than the Actual Cash Value of the Vehicle immediately prior to the Date of Loss. If the covered Vehicle is not available for inspection or appraisal, no deficiency benefit will be waived.

Vehicle means the motor vehicle described on Page 1 of this Contract. The Vehicle must be garaged and used only in the Territory.

You, Your, Consumer means the Buyer, purchaser, borrower or lessee.

ASSIGNMENT

The Financial Institution shall have the right to assign its right(s), title, and interests in this Contract at any time. Assignment of the Financial Agreement by the Financial Institution shall not in any way affect the terms and conditions of this Contract. This Contract is void should You transfer the Vehicle to any third party. This Contract is for the sole benefit of the registered Buyer as described on Page 1 of this Contract and may not be assigned or transferred to another person or Financial Institution and is not renewable.

EXCLUSIONS

No deficiency benefit will be waived under this Contract respecting a Total Loss,

- (1) occurring prior to its effective date;
- (2) resulting from an intentional act, forgery or any criminal or illegal, intentional, willful, reckless, negligent or wanton act committed by You whether acting alone or in collusion with others;
- (3) on any of the following vehicles or vehicle types which are excluded from coverage: Acura NSX, Alfa Romeo, Aston Martin, Bentley, Daihatsu, Daewoo, Dodge Viper, Ferrari, Ford GT, Lamborghini, Lotus, Maserati, Peugeot, Renault, Rolls Royce, Yugo, 12 cylinder vehicles, ATV's, boats, motorcycles, RV's, snowmobiles, trailers, used for emergency services or for any rare, exotic, unusual, limited-production, one-of-a-kind, kit, or customized Vehicle;
- (4) due to confiscation, forfeiture, seizure, or destruction of a Vehicle by any governmental authority or public official;
- (5) if the Primary Insurance company settlement is equal to or greater than the Outstanding Balance;
- (6) resulting from any civil commotion, disturbance, riot, or action taken by any governmental authority in dealing with such;
- (7) resulting from the Vehicle being operated, used, or maintained in any race, speed, or other contest;
- (8) resulting from nuclear reaction or radiation or radioactive contamination;
- (9) resulting from Total Loss to the covered Vehicle caused by or resulting from wear and tear, gradual deterioration, obsolescence, rust, corrosion, latent defect, inherent defect, freezing, overheating, or resulting from any repairing, restoration, or remodeling process, structural, mechanical, or electrical breakdown or failure unless fire or other accident ensues and then only for the physical loss or damage by such ensuing fire or accident, are specifically excluded;
- (10) for any Vehicle held as collateral for any purpose other than purchase of the covered Vehicle; or
- (11) any loss other than a Total Loss. NOTE: In addition, there shall be no coverage for any benefits under this Contract unless there is a deficiency waived.

ARBITRATION

It is understood and agreed that the transaction evidenced by this Contract takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Contract or the sale of this Contract, including for recovery of any claim under this Contract including the applicability of this arbitration clause and the validity of this Contract shall be resolved by neutral binding arbitration on an individual basis without resort to any form of class action or any other collective or representative proceeding by the American Arbitration Association (AAA), under the Commercial Arbitration Rules in effect at the time the claim is filed. All preliminary issues of arbitration will be decided by the arbitrator.

- 1.) The arbitration shall take place in the county of residence of the Buyer unless another location is mutually agreed upon by the parties. The arbitration shall take place before a single arbitrator selected in accordance with the AAA Commercial Arbitration Rules. AAA rules and forms may be obtained and all claims shall be filed at www.adr.org or at any AAA office.
- 2.) The cost of the arbitration shall be borne by the Seller except that each party must bear the cost of filing and the cost of its own attorneys, experts and witness fees and expenses. You may seek a waiver of the filing fee under the applicable AAA rules. If the arbitrator holds that a party has raised a dispute without substantial justification, the arbitrator shall have the authority to order that the cost of the arbitration proceedings be borne by the other party.
- 3.) It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial. You will not be able to participate as a representative or member of any class of claimants. An arbitration award may not be set aside in later litigation 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.
- 4.) All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceedings. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this arbitration provision and the other provisions of this Contract or any prior agreement, this arbitration provision shall govern.

FRAUD AND MISREPRESENTATION

This Contract is issued in reliance upon the truth of all representations made by You. This Contract shall be void where you: 1. Intentionally concealed or misrepresented any material fact; 2. Engaged in fraudulent conduct; or 3. Made a false statement relating to submitting a claim. If You have concealed or misrepresented any material fact(s) concerning this coverage, or in case of fraud, attempted fraud, or the false swearing by affecting any matter relating to this coverage, whether before or after Total Loss, this Contract may be voided and all charges will be returned, less a \$50.00 processing fee.

STATE PROVISIONS

The cancellation/processing fee is not applicable in Colorado, Indiana, Louisiana, Missouri, New Mexico, Vermont, and Wisconsin.

Alaska: The following language does not apply, "The GAP Amount includes the amount of Your physical damage deductible on the Primary Carrier's policy up to \$1,000."

Georgia: The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by Program Administrator.

Illinois: There is no deductible coverage available for Vehicles leased in Illinois.

Kansas: If You have questions or complaints regarding this GAP Contract You may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, 1-785-296-2266 or toll free 1-877-387-8523.

Louisiana: The extender of credit hereby agrees, by acceptance of this Contract as an amendment to the Financial Agreement upon assignment, to waive Your liability for the difference between the Outstanding Balance (excluding past due amounts, payment extensions, insurance or other charges as described in this Contract) under the Financial Agreement and the Actual Cash Value of Your Vehicle as of the Date of Loss of Your Vehicle. Exclusion 9 is amended as follows: "wear and tear" is deleted.

Nebraska: This Contract is not insurance and is not regulated by the Department of Insurance and remains a part of the Financial Agreement upon the assignment, sale or transfer of such Financial Agreement by the Seller or Seller's designee.

Pennsylvania: A portion of the charges You pay for Your GAP coverage will be retained by the Seller.

Tennessee: The cost of this GAP Contract is not regulated and the Consumer has the responsibility to determine whether the cost of the GAP Contract is reasonable in relation to the protection afforded by the GAP Contract. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by Program Administrator.

Utah: This Contract is subject to limited regulation by the Utah Insurance Commissioner and a complaint regarding this Contract may be submitted to the Commissioner at the Utah Department of Insurance, State Office Building, Room 3110, Salt Lake City, UT 84114.

Vermont: The Seller must assign, sell or transfer, within fifteen (15) business days, the Financial Agreement to a Financial Institution as defined in the subdivision 11101(32) of Title 8 or an entity licensed under subdivision 2209(a)(1) or (3) of Title 8 or this Contract is void and You will receive a full refund of the charges of this Contract. You may cancel this GAP Contract for any or no reason within thirty (30) days of the purchase date and receive a full refund if no loss or event covered has occurred.

Washington: 1. Any refund of the purchase price for a Contract that was included in the financing of the motor vehicle or vessel may be applied by the Financial Institution as a reduction of the overall amount owed under the Financial Agreement, rather than applying the refund strictly to the purchase price of the Contract. 2. The guaranteed asset protection Contract is not credit insurance, nor does it eliminate the borrower's obligation to insure the motor vehicle as provided by laws of this state. Purchasing a guaranteed asset protection Contract does not eliminate the borrower's rights and obligations under the vendor single-interest and collateral protection coverage laws of this state.

Wisconsin: This Contract will also terminate upon payment in full of the Installment Sale/Lease Agreement or expiration of any redemption period following the repossession or surrender of the Vehicle. To cancel this Contract, contact the Program Administrator at 1670 Fenpark Drive, Fenton, MO 63026. You will not be charged for the cost of any appraisal requested by Program Administrator. This Contract will be deemed fully earned only when a GAP benefit has been or will be paid to You or if the term has expired. Arbitration provision is amended as follows: In the second sentence, the language "including the applicability of this arbitration clause and the validity of this Contract" is deleted. The sentence: "All preliminary issues of arbitration will be decided by the arbitrator." is deleted. Class Action or any other collective or representative claims are not prohibited under this provision. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions of this arbitration provision will remain valid to the extent not prohibited by the Wisconsin Consumer Act. A cancellation refund within the first 30 days will also include the amount of the applicable finance charge.