IF DEBT CANCELLATION IS SOLD, A SEPARATE DISCLOSURE AND AGREEMENT FOR DEBT CANCELLATION MUST ACCOMPANY THIS CONTRACT. PENNSYLVANIA 11/25/2015 SIMPLE INTEREST MOTOR VEHICLE INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT. Dated Total Sale Price **Total of Payments** Amount Financed **ANNUAL FINANCE** The amount you will have paid after you have made all scheduled payments. The total cost of your purchase on The amount of credit provided PERCENTAGE RATE CHARGE credit, including your downpayment to you or on your behalf. The dollar amount the The cost of your credit as 9955.81 credit will cost you. a yearly rate. 2.24% 28278.62 29945.40 39901.21 1666.78 Your Payment Schedule will be: Security: You are giving a security interest in the motor vehicle being When Payments Are Due No. of Payments | Amount of Payments 60 <del>499.09</del> 01/09/2016 Monthly, beginning Prepayment: If you pay off early, you will not have to pay a penalty. N/A N/A 24.00 Filing Fees: \$ Late Charge: If your payment is received more than 15 days after your due date, a late fee of 2% of the portion of the payment that is late will be assessed. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS **Itemization of Amount Financed** CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE. 1a. Cash Price of Motor Vehicle This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee. 34999.00 In this Contract MONTGOMERYVILLE ACURA 1b. Government taxes we are ROUTE 309 AT STUMP ROAD MONTGOMERYVILLE, PA 18936 the SELLER. 998.88 Name Address Zip Code 1c. Accessories and installation MONTGOMERY County N/A MICHAEL CHEIKIN 1d. Delivery Charge You are 245 BRADFORD CIR BLUE BELL PA 19422-2557 the BUYER(S). N/A Name(s) Zip Code(s) Address(es) N/A 1e. MONTGOMERY County \$\_\_\_ N/A <u> N/A</u> 1f. If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract. N/A TRADE-IN: <u> N/A</u> lg. You have traded in **ACUR** 12 TL 19UUA8F59CA028279 the following vehicle: <u> N/A</u> Year and Make Description N/A 1h. If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that <u> N/A</u> any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the "Lien Payoff." 1. Total Cash Price of Motor Vehicle PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against (1a thru 1h) liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured. <u>35997.</u>88 DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE 2a. Trade-in allowance CREDIT. This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and 20350.00 agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover 2b. Less: Amount owing paid to: N/A your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement Type of Debt Cancellation Agreement Signature Charge 10394.19 Guaranteed auto protection (GAP) By signing, you select guaranteed auto protection N/A 2c. Net Trade-In (2a minus 2b) 9955.81 Signature of Buyer 2d. Cash payment SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider, who is not the Seller named 2e. Manufacturer's rebate above, and agree to pay the additional charge. This section does not apply to any warranty that you may receive for which there is not separate CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain Other down payment (describe) credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance N/A purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance. Total Down Payment (2c thru 2f; By signing, you select Single Credit Accident & What is your age? What is your age? By signing, you select Single Credit Life If negative, enter \$0 and see 4a.) Health Insurance, which costs \$\_ Years 9955.81 Insurance, which costs \$ \_\_\_ Years Unpaid Cash Price Balance (1 minus 2) \$ 26042.07 Signature of Buyer to be insured for Single Credit Life Insurance Signature of Buyer to be insured for Single Credit Accident & Health Insurance By signing, you both select Joint Credit Accident 4a. Prior credit or lease balance payment on By signing, you both select Joint N/A What are Percentage What are Credit Life Insurance, which costs \$ trade-in (paid to same as 2b.) & Health Insurance, which costs \$ your ages? your ages? to be N/A insured N/A N/A N/A% 4b. Insurance premiums paid to insurance company(ies N/A N/A<sub>%</sub> N/A Signatures of both Buyers to be insured for Joint Credit Other Charges. Signatures of both Buyers to be insured for Joint Life Insurance Credit Accident & Health Insurance 4c. Optional Debt Cancellation (GAP Waiver) N/A 4d. Document Preparation fee VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called 134.00 the "Vehicle" in this Contract. 4e. For Messenger Service Truck Ton Capacity 9UUB2F 5XF A021436 2 Year and Makein Body Style No. Cyl. Ferries A.T. \_\_\_ P.S. AM-FM Stereo Other N/A . **5** Spd. Equipped 4f. Paid to Public Officials, including filing fees A.C. \_\_\_ P.W. \_\_\_ AM-FM Tape Vinyl Top with 98.55 ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns 4g. (Optional) Service Contract, paid to: ZURICH the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment. 1500.00 (Optional) Service Contract, paid to: ZURICH POLICE & FIRE FEDERAL CREDIT UNION, 3 Greenwood Square3325 Street Rd., Bensalem, PA 19020 CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay 499.00 all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle. CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately N/A and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except paid to: the "Promise to Pay" section. TERMS: The terms shown in the boxes above are part of this Contract. \$ PA TIRE TAX PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown ST OF PA above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. To the extent allowed by <del>. 00</del> law, you agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get Total other charges/amounts paid possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in to others on your behalf (4a thru 4) the written notice to you. SECURITY AGREEMENT: You give Us a security interest in the collateral described herein to secure THIS debt and ALL other debts now and hereafter Amount Financed (3+4) owed by you, including signature loans, lines of credit and credit cards. This collateral shall not secure any debt from you that is secured by Your principal residence. If You have any outstanding debt or obligation to Us. Including any past due amounts, you agree that PFFCU shall have a security 6. Finance Charge 1666.78 interest in, statutory lien upon and a right to set off any such debt, without prior notice, with any available shares owned by You, in any capacity, in any PFFCU account. The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract Time Balance (5+6) 29 45 . 40 and retain its right to receive a part of the Finance Charge. **ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:** We may retain or receive a portion Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure to Buyer. of any amount paid to others. Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract. NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH This Contract continues on the reverse side. Debt Cancellation (guaranteed auto protection), separate disclosure and agreement. THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS By signing below, we agree to sell the Vehicle to you under the terms of this Contract. 11/25/2015 HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER. 11/25/2015 SELLER Date **BUYER** Date Date CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract. PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER. Date Co-Signer's Signature Address

give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle. Co-Owner's Signature Address BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle,

Address

AT THE TIME OF SIGNING INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURÉS, TERM AND CONDITIONS. **CO-SIGNER OR CO-OWNER** 

**BUYER** 

Co-Signer's Signature

Date

- 1. SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.
- 2. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

We charge and collect finance charges. These charges are not more than state or federal law allows. If you pay a finance charge or fee that is more than state or federal law allows, we wil apply the charge or fee first to reduce the principal and refund any excess to you.

- 3. COMPUTING INTEREST: We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term, including any period for which a late charge is also imposed. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.
- 4. LATE CHARGE: Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% on the unpaid amount of the payment. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, the entire outstanding balance on this Contract is due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.
- 5. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: first to interest; and then to late charges, fees, principal and any other amounts you owe in the order that we choose.
- 6. PREPAYMENT: You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regularly scheduled payments until you pay all amounts due under this Contract.
- 7. STATEMENT OF ACCOUNT: Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you reasonable costs for additional statements requested, as the law allows. Your right to receive a statement of account ends one year after the contract ends.
- a. WAIVER BY SELLER AND ASSIGNEE: We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

8. WAIVERS.

- b. WAIVERS BY BUYER, CO-SIGNER AND CO-OWNER: You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.
- 9. INTEREST AFTER MATURITY AND JUDGMENT: Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest as provided for in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.
- 10. YOUR PROMISES ABOUT OUR SECURITY INTEREST: You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien
- 11. YOUR PROMISES ABOUT THE VEHICLE: You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.
- 12. YOUR PROMISES ABOUT INSURANCE: You will keep the Vehicle insured against fire, theft and collision until all sums due us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer. a. OUR RIGHT TO FILE PROOF OF LOSS: In the event of any loss or damage to the
- Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law. b. OUR RIGHT TO ENDORSE INSURANCE CHECKS: You agree that the Seller, Assignee,
- any subsequent assignee, or an authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law. c. USE OF PROCEEDS: We may apply any insurance proceeds we receive to repair or
- replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you. Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal

- 13. OUR RIGHTS IF YOU BREAK YOUR PROMISES ABOUT THE SECURITY INTEREST, VEHICLE OR INSURANCE: If you fail to keep your promises to pay filing fees, taxes, liens or the costs necessary to keep the Vehicle in good condition and repair, we may advance any money you promised to pay, as the law allows. If you fail to keep your promises about required insurance, we may advance money to obtain insurance to cover loss or damage to the Vehicle. We have the choice of whether or not to advance any money for these purposes. Such insurance will be limited to an amount not greater than you owe on this Contract. THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF.
- We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. You agree to repay the money advanced as we alone may specify: (i) immediately on demand, or (ii) along with your monthly payments. If we choose to allow you to repay the money advanced along with your monthly payments, we can choose the amount of these payments and how long you have to repay. If any of our rights stated in this paragraph are not permitted by law, we still have the other rights mentioned. Our payments on your behalf will not cure your failure to perform your promises in this Contract.
- 14. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:
  - You do not make any payment on or before it is due; or
  - You do not keep any promise you made in this Contract; or
- You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
  - d. You made any untrue statement in the credit application for this Contract; or
    - You committed any forgery in connection with this Contract; or
- You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or
- insolvency proceedings against you; or h. You take the Vehicle outside the United States or Canada without our written consent; or
- You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or You do something that causes the Vehicle to be subject to confiscation by government
- authorities; or k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not
- fixed or found within a reasonable time; or Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.
- 15. OUR RIGHTS IF YOU ARE IN DEFAULT OF THIS CONTRACT: If you are in Default of this Contract, we may enforce our rights according to law. We may also do the things specifically mentioned in this Contract. We may do one of these things and at the same time or later do another. Some of the things we may do are the following:
- a. ACCELERATION: Where the law allows, we can demand that you pay to us the entire unpaid balance owing on the Contract and all unpaid Finance Charges and other money due. You agree that you will pay this money to us in one single payment immediately upon receiving our demand.
- b. REPOSSESSION: We can repossess the Vehicle, unless prohibited by law. We can do this ourselves, have a qualified person do it for us, or have a government official (by replevin) do it for us. You agree that we can peaceably come on to your property to do this. We may take any other things found in the Vehicle, but will return these things to you if you ask. If you want these things back, you may reclaim them within thirty (30) days of our mailing you a Notice of Repossession. If you do not reclaim the things found in the Vehicle within that time, we may dispose of those things in the same manner as the motor vehicle. You agree that we may use your license plates in repossessing the Vehicle and taking it to a place for storage.
- c. VOLUNTARY DELIVERY: We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.
- d. DELAY IN ENFORCEMENT: We can delay enforcing our rights under this Contract without losing any rights.
- 16. SOME THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE: If we repossess without using a government official (by replevin):
- a. NOTICE: We will send you a Notice of Repossession to your last address we know about. This Notice will tell you how to buy back (redeem) the Vehicle. This means you will have to pay the total balance on the Contract and other amounts due. This Notice will tell you other information required by law. We may, at our option, allow you to get the Vehicle back before we sell it and continue under this Contract (reinstate). If we allow you to reinstate this Contract, you must pay us all past due amounts, late charges and any costs we incurred in retaking the Vehicle to the extent allowed by law.
- b. REDEMPTION: You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you redeem the Vehicle, we will deliver the Vehicle to you at a place as provided by law, as soon as is reasonably possible, but in not more than ten (10) business days of our receipt of the funds required. If you do not redeem, you give up all claim to the Vehicle.
- c. SALE: If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the
- d. SURPLUS OR DEFICIENCY: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us
- e. EXPENSES: You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:
  - 1. Default exceeds fifteen (15) days at the time of repossession; 2. The amount of costs are actual, necessary and reasonable; and
  - 3. We can prove the costs were paid.
- 17. HEIRS AND PERSONAL REPRESENTATIVES BOUND: After your death, this Contract shall be enforceable against your heirs and personal representatives of your estate. 18. GOVERNING LAW: This Contract is to be interpreted according to the law of Pennsylvania.
- 19. SEVERABILITY OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.
- 20. ASSIGNMENT BY BUYER: Buyer shall not assign this Contract. 21. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE
- WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT. 22. ADDITIONAL RIGHTS: If you encounter a problem, you may have
- additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

PA 123DC-SLC 12/1/2014

Trade Commission Used Car Trade Regulation Rule, the following notice applies:

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. 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. SUMMARY NOTICE - Prepayment, Rebate, Reinstatement and Statement of Account. You may prepay all or part of the amount you owe under

this Contract at any time without penalty. If you prepay, you will only pay finance charges that are earned but unpaid and all other amounts due up to the date of prepayment. Payments we receive for any unearned finance charges will be rebated to you. If you break the terms of this Contract we may take back the Vehicle. We may, at our option, allow you to get the Vehicle back before we sell it and continue under this Contract (reinstate). If we allow you to reinstate this Contract, you must pay us all past due amounts, late charges and any costs we incurred in retaking the Vehicle to the extent allowed by law. At your request, we will provide you with a statement of account with important information about your payment history and amounts owing. NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Contract hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of this Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due. NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.
THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

## **ASSIGNMENT**

To induce you, the "Assignee" identified on the face of this Contract or as follows, to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §§2101 et seq); our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit advanced by us to Buyer or rebates or similar payments from us to the Buyer (however manufacturer rebates may constitute all or a part of the downpayment); all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance chapter of Title 12 and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration under the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same identical person(s) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall repurchase said Contract from Assignee, on demand, and will pay therefor, in cash, the amount owing thereon, computed as set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement of Seller or manufacturer, Seller agrees that, on being advised by Assignee of such claim of Buyer, Seller will repurchase the Contract from Assignee

and pay Assignee for same immediately in accordance with the repurchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to place comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer any additional costs incurred by

the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By signing and dating the Contract, as Seller, delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to act as the Seller's agent for the purpose of completing or correcting the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract and/or for the purpose of signing Seller's name to this Assignment, without recourse, if the Assignment is delivered without the Seller's signature. Assignee may exercise the power given in this paragraph for the benefit of the Assignee and not for the benefit of the Seller. Seller does not have the right to and agrees not to revoke the power given in this paragraph. In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its cr our name to take such legal or other action which we might have taken save for this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RECOURSE" or "WITH REPURCHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse. ☐ WITH FULL RECOURSE—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith

date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorneys' fees, in

connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

By signing below, we agree to the terms of the Assignment.

Wolters Kluwer Financial Services @ 2014

Seller

repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above. ☐ WITH REPURCHASE—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

To Reorder Form: 1-800-552-9410

. By \_

MV POA (12/12) This form provided by: pennsylvania 10794316 POWER OF ATTORNEY PAA/PIADA **Bureau of Motor Vehicles** WARNING: This form may be used only when the proof of ownership is physically held by a tienholder. This form must be submitted to the State by the registered Pennsylvania dealer, or authorized insurance company, exercising Powers of Attorney. Failure to do so may result in fines and/or imprisonment. LEHICLE DESCRIPTION 19UUA8F59CA028279 50 **ACURA** 2012 YEAR MAKE MODEL **BODY TYPE** VIN TRANSFEROR'S POWER OF ATTORNEY TO DISCLOSE MILEAGE Federal and State laws require that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and/or imprisonment. I/We, (print name of transferor(s)) appoint (transferee's/dealership/insurance company representative name, print) MONTGOMERYVILLE ACURA as my attorney-in-fact to disclose the mileage on the proof of ownership for the vehicle described above, exactly as stated in my following disclosure. I state that the odometer now reads miles and to the best of my knowledge that it reflects the actual mileage, unless one of the following statements is checked. (1) I hereby certify that to the best of my knowledge the odometer reading reflects the mileage in excess of its mechanical limits. (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY Co-Transferor's Signature Transferor's Signature Co-Transferor's Printed Name BLUE BELL Transferor's Printed Name: . 245 BRADFORD CIR Transferor's Street Address City <del>11/25/15</del> <del>19422-255</del>7 Date of Statement State<sup>-</sup> Zip Code: Transferee's Transferee's Signature: Printed Name HOSTGOMERYVILLE ACURA Pennsylvania Dealer Ideatrification Number (DIN) Transferee's Dealership Name: SUBSCRIBED AND SWOR Business Street Address ERYVILLE, 2015<sub>EAR</sub> 25TH<sub>DAY</sub> <del>18936</del> TO BEFORE ME: Subject to the limitations of 75 Pa C S 1119, I/we appoint the person named above as my/our true and lawful attorney-in-fact to execute any and all applications for or assignment of Certificate of Title SIGNATURE OF PERSON ADMINISTERING OATH for the motor vehicle listed above, giving and granting unto my/our\_attorney-in-fact full power and authority to perform any act that I/we could perform if I/we we're personally present. S E Signature of Transferor listed above SIGN IN PRESENCE OF A NOTARY Α Signature of Co-Transferor TRANSFERE'S POWER OF ATTORNEY TO REVIEW PROOF OF OWNERSHIP DOCUMENTS AND ACKNOWLEDGE DISCLOSURE (Part B is invalid unless Part A has been completed) appoint (transferor s name, print) I/We. (print name of transferee(s)) as my attorney-in-fact to sign the mileage disclosure on the proof of ownership for the vehicle described above, only if the disclosure is exactly as the disclosure completed below Co-Transferee's Signature Transferee's Signature: Co-Transferee's Printed Name. Transferee's Printed Name: City: State. Zip Code Federal and State laws require that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and/or imprisonment I (transferor's/dealership name, print) \_ miles and to the best of my knowledge that it reflects the actual mileage, unless one of the following statements is checked (1) I hereby certify that to the best of my knowledge the odorneter reading reflects the mileage in excess of its mechanical limits (2) I hereby certify that the odometer reading is NOT the actual mileage WARNING - ODOMETER DISCREPANCY Transferor's Transferor's

Printed Name Signature: SUBSCRIBED AND SWORN Street Address: YEAR TO BEFORE ME: DAY City: Zip Code: Date of Statement. SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

Subject to the limitations of 75 Pa. C S. 1119, I/we appoint the person named above as my/our true and lawful attorney-in-fact to execute any and all applications for or assignment of Certificate of Title for the motor vehicle listed above, giving and granting unto my/our attorney-in-fact full power and authority to perform any act that I/we could perform if I/we were personally present

Signature of Transferee

CERTIFICATION (Mileage discrepancies void Power of Attorney).

I, (person exercising above Powers of Attorney, print) hereby certify that I have received and reviewed the proof ownership for the vehicle described above and that there are no indications of mileage discrepancies.

Signature of Co-Transferee

Date:

S E

Α

Signature; Printed Name:

Street Address: Zip code

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

## **ROAD HAZARD TIRE & WHEEL PROTECTION**



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		VEHICLE INFORMATION							
Name*	VEHICLE OWNER			Vahiala Idani			INFORM	ATION	
				Vehicle Identification Number 19UUB2F5XFA021436					
MICHAEL CHEIKIN Address			Apt. No.	Year	Make		fodel		
245 BRADFORD CIR			/ ipt. 130.	2015	ACURA	1	LX	,我们想到1.50。 人	
City	Str	ate	Zip Code	Odometer Re			LX		
BLUE BELL	P		19422-2557	20					
Mailing address (if different from	IOTER EUG.	Vehicle Date	of Sale						
<b> </b>	,			11/25/2015					
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Name				If a business name is listed in the section titled VEHICLE OWNER, then the primary driver of the vehicle must be listed below. Vehicles used for commercial use purposes					
MONTGOMERYVILLE	ACURA			are not eligible. Please read item 10 of section titled WHAT IS NOT COVERED.					
Address				as in edges. These lead will look seems will All Short Covered.					
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City	Sta		Zip Code	Primary Driv	ers Name: _		<del></del>	····	
MONTGOMERYVILLE	P	<u>A</u>	18936						
	LIENHOLDER					COMPANY	USE ON	LY	
Name			,	į					
POLICE & FIRE FEDER			T 0-1:	-					
Address	City Sta		Zip Code						
3325 STREET RD	BENSALEM PA	<u>A</u>	19020	TAAT				***	
Date attable at less the rate !	Τ_,		~~~~~	TRACT	<u> </u>				
Date of Sale	Price		Sales Tax	}	Term	3.41		Deductible	
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11/25/2015	,	N/A		N/A	Unlim	nited Mileag	ge	·	
1		<u> </u>	. <del></del>			T			
Standard Coverage		L	Premium Cove				Luxury Co		
(H) Coverage Limits: No limit per tire / No I	limit ner wheel	(H2	<ol> <li>Coverage Limit No limit per tire</li> </ol>		whool		Coverage	Limits: er tire / No limit per wheet	
Maximum Contract B	enefit of \$1500	ĺ	Maximum Con	tract Benefit of \$2500 Maximum Contract Benefit of \$5000			Contract Benefit of \$5000		
Includes Emergency		1		gency Roadside Service Includes Emergency Roadside Service					
- 11 5 15						<u> </u>		ंसल्ध∮ई⊅.	
V36250AH (1/08)			CONTRACT ACK	NOWLEDGE	MENT				
YES! You (Purchaser) w	vhose signature apper	ars belc	w acknowledge t	that (1) The ir	oformation or	ontained al	hove is to	the best of <b>your</b> knowledge,	
true: (2) The purchase of this	s contract is not requ	ired in	order to purchase	register or	ohtain financ	ring for this	e vehicle:	(3) Coverage is limited to the	
original set of tires and whee	els on vour vehicle a	t the tin	ne of purchase ar	nd comparabl	e or like repl	lacements	nurchase	d for <b>your vehicle</b> during the	
term of this contract; and (4						000110110	puroricos	a lor your verniore during the	
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		_		610/9	940-6688			11/25/2015	
Purchas	ser's Signature			Telephone Number				Date	
1 William	set a orginature			reiepnone Number				Date	
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Callan All Vairant				215/661 1880			<del>-</del>	11/25/2015	
Seller Authorized	Representative Signa	ature		Telephone Number				Date	
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	(a	ba UUS	SC Service Compar 045 College Boulevard, (	ny in the State	e of New York	k)			
V36250AH (1/08)	V36250AH (1/08) Claims (800) 491-5117 Customer Service (888) 835-5063								

V36250AH (1/08)

road/unpaved road use, negligence, abuse, misuse, tire chains, racing, fire, theft or vandalism;

- 5. Damage to attaching hardware, wheel covers or space saver style spare tires;
- 7. Repair or replacement of a tire/wheel arising or resulting from the use of your vehicle outside of the United States of America or Canada;
- 8. Disposal charges, wheel alignments, tire rotations, storage or freight charges;
- 9. Any claim if your vehicle is used for police or emergency service, snow removal, carriage of goods or passengers for hire; commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle unless your vehicle is equipped for towing as recommended by the vehicle manufacturer;
- 10. Any incidental or consequential damages or costs incurred as a result of repairing or replacing a tire or wheel.

#### TRANSFER OF CONTRACT

If you are the first retail purchaser of this contract, you may transfer the remaining contract coverage to the next individual purchaser of the vehicle. (No dealers or brokers.) Remaining coverage must be properly transferred within 30 days of vehicle ownership transfer or the contract will no longer be in force.

In order to transfer your contract you must provide us with the following:

- 1. A notarized copy of the documentation evidencing change of title and odometer reading at time of transfer;
- 2. A completed transfer form (Please contact the Customer Service Department at (888) 835-5063 to obtain this form.); and
- 3. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

Transferred contracts are non-cancelable.

#### **CANCELLATION OF CONTRACT**

- 1. You may cancel your contract by mailing written notice of cancellation to the Seller. Your signed cancellation request must specify the reason for cancellation, the effective date of cancellation and if applicable, evidence that the lienholder has been paid in full. If the lienholder has not been paid in full, you will need to provide the lienholder's name, address and your account number.
- 2. We may only cancel your contract for fraud, material misrepresentations, or for non-payment of the contract charge.
- 3. If your contract is cancelled, a portion of the contract charge will be refunded to you or a party authorized by you to receive it for your account. You will receive a full refund if cancellation is within 30 days of the contract date of sale and you have not incurred a claim. If cancellation is after 30 days of the contract date of sale, or you have incurred a claim, the amount of the refund will be prorated based on the number of days remaining on the contract term, less a \$50 cancellation fee.
- 4. When financing is provided for your contract, you authorize your lienholder, as shown on the front page of this contract, to be named as payee on any refund check. Your lienholder will be sole payee with authorization to cancel your contract in the event your vehicle is a total loss or is repossessed.

If cancelled, your contract may not be repurchased or coverage reinstated on your vehicle.

#### **IMPORTANT ITEMS**

<u>TERMS OF CONTRACT CONFORMED TO STATUTE</u>: Terms of this **contract** which are in conflict with the statutes of the state in which this **contract** was signed are hereby amended to conform to the minimum standards of those statutes.

ADDRESS AND PHONE NUMBERS: You may contact us at the following address and telephone numbers to have questions answered or receive help in filling a claim under this contract:

CLAIMS DEPARTMENT- Universal Underwriters Service Corporation (dba UUSC Service Company in the State of New York), PO Box 7943, Shawnee Mission, KS 66207, (800) 491-5117.

**CUSTOMER SERVICE DEPARTMENT-** Universal Underwriters Service Corporation (dba UUSC Service Company in the State of New York), PO Box 7922, Shawnee Mission, KS 66207, (888) 835-5063.

INSURANCE COMPANY OBLIGATION: This contract is guaranteed under a service contract reimbursement insurance policy by Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. In the event your claim is not paid within 60 days, you may file a claim directly with Universal Underwriters Insurance Company. To do so, please call the following toll free number: (800) 491-5117.

<u>SUBROGATION PROVISION</u>: In the event coverage is provided under this **contract**, we shall be subrogated to the rights **you** may have to recover against any person or organization arising out of any safety defect, as well as out of any order, judgment, consent decree or other settlement; and **you** shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. **You** shall do nothing to prejudice those rights. Further, after **you** have been fully indemnified for any loss sustained under the terms of this **contract**, all amounts recovered by **you** for which **you** have received benefits under this **contract** shall belong to, and be paid to **us** up to the amount of benefits paid under this **contract**.

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IMPORTANT ITEMS the following has been added: <u>NON-RENEWABLE CONTRACT</u>: This contract is not renewable, and the period during which coverage applies is limited to the term you purchased. The term you purchased is indicated in the first page of this contract.

NEW HAMPSHIRE: Section TRANSFER OF CONTRACT the following applies: No transfer fee is applicable. Section CANCELLATION OF CONTRACT item 2 is deleted and replaced with the following: 2. We may cancel your contract for non-payment of the contract charge, fraud or material misrepresentations affecting the contract or in the submission of a claim. We will give you at least sixty (60) days notice of cancellation. Section CANCELLATION OF CONTRACT the following applies: No cancellation fee is applicable.

**NEW MEXICO:** Section **CANCELLATION OF CONTRACT** item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 60 days after return of the **contract** to **us**. Cancellation will become effective 15 days after **we** mail the notice of cancellation to **you**. This right to void this **contract** is not transferable. No cancellation fee is applicable.

**NORTH CAROLINA:** Section **CANCELLATION OF CONTRACT** item 3, the following is added: The administration fee shall not to exceed 10% of the pro rata refund or \$50, whichever is less.

OKLAHOMA: Section CANCELLATION OF CONTRACT item 3 is deleted and replaced with the following: 3. If you cancel the contract, a portion of the plan charge will be refunded to you or a party authorized by you to receive it for your account. You will receive a full refund if cancellation is within 30 days of contract date of sale. If cancellation is after 30 days of contract date of sale, the amount of the refund will be based on 90% of the unearned pro rata premium. If the contract is cancelled by us, the amount of the refund will be based on 100% of the unearned pro rata premium. Section IMPORTANT ITEMS the following has been added: Disclosure Statement: This service warranty is not issued by the manufacturer or wholesale company marketing the product. This warranty will not be honored by such manufacturer or wholesale company.

SOUTH CAROLINA: Section CANCELLATION OF CONTRACT item 2 is amended to read as follows: 2. We may cancel your contract for nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of your duties relating to the covered vehicle or its use. Section CANCELLATION OF CONTRACT item 3, the following is added: The right to void this contract is not transferable. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the contract to us. Section IMPORTANT ITEMS, the following is added: SOUTH CAROLINA RESIDENTS ONLY Any questions regarding your contract, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202 or call (803) 737-6180. Section IMPORTANT ITEMS, the following is added: This agreement is not an insurance contract.

TEXAS: Section CANCELLATION OF CONTRACT the following is added to item 2: We will mail a written notice to you at the last known address in OUR records at least 10 days prior to cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of duties by you relating to your vehicle or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. Section CANCELLATION OF contract item 3, the following is added: A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to us. YOU may apply for reimbursement directly to the insurer, Universal Underwriters Insurance Company, if a refund or credit is not paid before the 46th day after the date on which the contract was returned. To contact Universal Underwriters Insurance Company, you may write to 7045 College Boulevard, Overland Park, Kansas 66211 or call toll free to 1-(888) 835-5063.

UTAH: The following is added to your contract: Payment options for this contract include cash full payment at the time of sale or by including the price with the financing of your vehicle. Section PRIOR AUTHORIZATION/CLAIM PROCEDURE the following is added: your failure to notify us as required by the contract within the time specified does not invalidate your claim if you show us that it was not reasonably possible to notify us within the prescribed time and that notice was given to us as soon as reasonably possible. Section H. CANCELLATION OF CONTRACT is deleted and replaced with the following: 1. You or a person authorized by you may cancel this contract by mailing the contract to us; or by mailing written notice to us. 2. We may cancel this contract at any time if premium is not paid when due by giving 10 days written notice. If the contract has been in effect for less than 60 days, we may cancel by giving 10 days written notice. If the contract has been in effect for 60 days or more, we may cancel only for one of more of the following reasons: The contract was obtained through material misrepresentation; there has been a substantial change in the risks assumed, unless we should have foreseen the change or contemplated the risk when entering into the contract; you have committed substantial breaches of your contractual duties, conditions or warranties. we will give at least 30 days written notice before the cancellation is effective and state the reason(s) for cancellation. 3. When financing is provided for this contract, you will authorize your lienholder to be named as joint payee on any refund check. your lienholder will be sole payee with authorization to cancel this contract in the event your vehicle is a total loss or is repossessed. 4. If your contract is cancelled, a portion of the contract charge will be refunded to you or a party authorized by you to receive it for your account. you will receive a full refund if cancellation is within 30 days of the contract date of sale and you have not incurred a claim. If cancellation is after 30 days of the contract date of sale, or you have incurred a claim, the amount of the refund will be prorated based on the number of days remaining of the contract term, less a \$50 cancellation fee. Section IMPORTANT ITEMS the following is added: The contract is non-renewable, Coyerage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

VERMONT: Section CANCELLATION OF CONTRACT the following is added: We may cancel this contract within the first 15 days of the contract date of sale if you do not pay the contract charge. All cancellation notices must be by certified mail and include the reason for said cancellation.

WISCONSIN: Section IMPORTANT ITEMS the following is added: YOUR WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

VEHICLE OWNER	VEHICLE INFORMATION
Name	Vehicle Identification Number
MICHAEL CHEIKIN	19UUB2F5XFA021436
Address 245 BRADFORD CIR	Year Make Model
City State Zip Code	2015 ACURA TLX
BLUE BELL PA 19422-2557	# Cylinders Odometer Reading M662 20
If a business name is listed above, please name the Primary Driver of the vehicle.	M662 20  Vehicle Date of Sale Vehicle Purchase Price
The state of the s	11/25/2015 Venicie Purchase Price 35397.00
051150	Check if vehicle is:
SELLER	Diesel Powered Turbo/Super Charged 4WD/AWD
Name	
MONTGOMERYVILLE ACURA Address	a Manufacturer Certified Vehicle
ROUTE 309 AT STUMP ROAD	
City State Zip Code	LIMITED WARRANTY
MONTGOMERYVILLE PA 18936	Check box if vehicle includes a limited warranty provided by the seller.
LIENIJOJ DED	LW Term:
LIENHOLDER	Months _ 96 / Miles _ 75000
Name   POLICE & FIRE FEDERAL CREDIT UNION	
Address 3325 STREET RD	LW Deductible: \$ N/A
BENSALEM PA 19020	For seller use only if applicable: (C4) (T4/T1)
V36160AH (1/08) VEHICLE SERV	ICE CONTRACT
Contract Date of Sale Contract Purchase Price Sales Tax	Deductible
11/25/2015 1500.00 N/A	N/A (If a deductible is not indicated a \$100 deductible will apply.)
Term Selection:	Contract Options:
(See Definitions - Term - to determine expiration date and miles.)	\$100 Disappearing Deductible Option - \$100 deductible will be waived if
New Vehicle Plan Manufacturer Certified Vehicle Upgrade Plan	covered repairs are performed by the seller.
- In-service date required:	Personal Snowplow Option - This box must be checked and the additional
Used Venicie Plan	contract charge paid if this vehicle is equipped with a snowplow or if a
Months 96 / Miles 75000	snowplow will be added. (Can not be combined with the Commercial Use Option)
	Commercial Use Option - This box must be checked and the additional
Coverage Selection:	contract charge paid if this vehicle is used for business/commercial
	purposes.
Companies and source	<u> </u>
Comprehensive (DC/C4/WC) Preferred (DP/P4/WP)	
	Admin Use Only
Comprehensive (DC/C4WC) Preferred (DP/P4WP)  Standard (DT/T4/T1WT) Powertrain (DB/B4/B1) Rental Plus (DR)	
Standard (DT/T4/T1/WT) Powertrain (DB/B4/B1) Rental Plus (DR)	Admin Use Only
Standard (DT/T4/T1/WT) Powertrain (DB/B4/B1) Rental Plus (DR)	Admin Use Only  MAINTENANCE PLAN
Standard (DT/T4/T1/WT) Powertrain (DB/B4/B1) Rental Plus (DR)	Admin Use Only
Standard (DT/T4/T1/WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 mcm Deductible \$0	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo
Standard (DT/T4/T1/WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 math Deductible \$0	Admin Use Only  MAINTENANCE PLAN
Standard (DT/T4/T1M/T) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 mcm Deductible \$0  Purchase Price 499.00	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A
Standard (DT/T4/T1/WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 mcm Deductible \$0	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A  Service Interval Selection: 3,000 Miles (1) 3,750 Miles (2)
Standard (DT/T4/T1/N/T) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 meths Deductible \$0  Purchase Price 499.00	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price
Standard (DT/T4/T1/N/T) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 mcm Deductible \$0  Purchase Price 499.00  Coverage Limits: No tire or wheel reimbursement limit per occurrence.	MAINTENANCE PLAN           Plan Term:         12 mo         24 mo         36 mo         48 mo         60 mo           Purchase Price         N/A           Service Interval Selection:         3,000 Miles (1)         3,750 Miles (2)           □ 5,000 Miles (3)         □ 7,500 Miles (4)         □ 10,000 Miles (5)
TIRE & WHEEL PLAN  Term Deductible \$ 0  Purchase Price 499.00  Coverage Limits: No tire or wheel reimbursement limit per occurrence.  Standard (H1)	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A  Service Interval Selection: 3,000 Miles (1) 3,750 Miles (2)
Standard (DT/T4/T1WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term 60 Math Deductible \$0  Purchase Price 499.00  Coverage Limits: No tire or wheel reimbursement limit per occurrence.  Standard (H1) Premium (H2) Luxury (H3)  Maximum Plan Maximum Plan	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A  Service Interval Selection: 3,000 Miles (1) 3,750 Miles (2)  5,000 Miles (3) 7,500 Miles (4) 10,000 Miles (5)  For seller use only. Plan Class Selection:
Standard (DT/T4/T1WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term Deductible \$ 0  Purchase Price 499.00  Coverage Limits: No tire or wheel reimbursement limit per occurrence.  Standard (H1) Premium (H2) Luxury(H3)  Maximum Plan Maximum Plan  Benefit: Benefit: \$1500 \$2500 \$5000	MAINTENANCE PLAN           Plan Term:         12 mo         24 mo         36 mo         48 mo         60 mo           Purchase Price         N/A           Service Interval Selection:         3,000 Miles (1)         3,750 Miles (2)           □ 5,000 Miles (3)         □ 7,500 Miles (4)         □ 10,000 Miles (5)           For seller use only. Plan Class Selection:           □ 25/20 (A)         □ 35/20 (R)         □ 50/20 (G)         □ 75/20 (M)         □ 100/20 (N)
Standard (DT/T4/T1WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term Deductible \$ 0  Purchase Price 499.00  Coverage Limits: No tire or wheel reimbursement limit per occurrence.  Standard (H1) Premium (H2) Luxury(H3)  Maximum Plan Maximum Plan  Benefit: Benefit: \$1500 \$2500 \$5000	Admin Use Only  MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A  Service Interval Selection: 3,000 Miles (1) 3,750 Miles (2)  5,000 Miles (3) 7,500 Miles (4) 10,000 Miles (5)  For seller use only. Plan Class Selection:
Standard (DT/T4/T1WT) Powertrain (DB/B4/B1) Rental Plus (DR)  TIRE & WHEEL PLAN  Term Deductible \$ 0  Purchase Price 499.00  Coverage Limits: No tire or wheel reimbursement limit per occurrence.  Standard (H1) Premium (H2) Luxury (H3)  Maximum Plan Maximum Plan Maximum Plan  Benefit: Benefit: Benefit: Benefit: \$1500 \$2500 \$5000	MAINTENANCE PLAN           Plan Term: ☐ 12 mo ☐ 24 mo ☐ 36 mo ☐ 48 mo ☐ 60 mo           Purchase Price
TIRE & WHEEL PLAN  Term	Admin Use Only    MAINTENANCE PLAN
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TIRE & WHEEL PLAN  Term Deductible \$ 0  Purchase Price Deductible \$ 0  Purchase Price Deductible \$ 0  Coverage Limits: No tire or wheel reimbursement limit per occurrence.    Standard (H1)	MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price
TIRE & WHEEL PLAN  Term Deductible \$ 0  Purchase Price Deductible \$ 0  Purchase Price Deductible \$ 0  Coverage Limits: No tire or wheel reimbursement limit per occurrence.    Standard (H1)	Admin Use Only    MAINTENANCE PLAN
TIRE & WHEEL PLAN  Term	MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A  Service Interval Selection: 3,000 Miles (1) 3,750 Miles (2)  5,000 Miles (3) 7,500 Miles (4) 10,000 Miles (5)  For seller use only. Plan Class Selection:  25/20 (A) 35/20 (R) 50/20 (G) 75/20 (M) 100/20 (N)  EDGEMENT  ave read and understand the contract coverages, what is not covered, your neges that may apply. Furthermore, you understand that all repairs performed coverage schedule which indicates the contract coverages you are purchasing. In the pair selection of the purchase, register or the part of the purchase of th
TIRE & WHEEL PLAN  Term	MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price
TIRE & WHEEL PLAN  Term	MAINTENANCE PLAN  Plan Term: 12 mo 24 mo 36 mo 48 mo 60 mo  Purchase Price N/A  Service Interval Selection: 3,000 Miles (1) 3,750 Miles (2)  5,000 Miles (3) 7,500 Miles (4) 10,000 Miles (5)  For seller use only. Plan Class Selection:  25/20 (A) 35/20 (R) 50/20 (G) 75/20 (M) 100/20 (N)  EDGEMENT  ave read and understand the contract coverages, what is not covered, your neges that may apply. Furthermore, you understand that all repairs performed coverage schedule which indicates the contract coverages you are purchasing. In the pair selection of the purchase, register or the part of the purchase of th

motor, power window motor/regulator, power seat motor, power mirror motor, power door lock actuator.

Preferred Coverage: Includes parts listed in component groups 1- 15 and items listed in the Additional Program Benefits section.

- 10. Steering: Power steering pressure and return line(s), power cylinder valves and bearings, adjustable steering column/tilt wheel mechanism; and four wheel steering system parts.
- 11. Brakes: ABS System Electronic control unit, anti-lock computer module, wheel/speed sensor(s) and exciter(s), proportioning valve(s), high pressure hydraulic pump, electro-hydraulic proportioning control valves, relay(s). Seals and gaskets.\* Brake fluid.\*\*\*
- 12. Heating and Air Conditioning: Temperature control programmer, blower motor, high-low cutoff switch(s), pressure cycling switch(s), heater core. A/C in-line filter.\*\*\*
- 13. Electrical: Manually operated switches, convertible top motor, factory installed clock, wiper motor relay, wiper delay controller, headlight motor, distributor, electronic ignition system, distributorless ignition system, computerized timing control unit and sensors, electronic fuel injection components, rear window defogger switch and relay, rear window defogger grid, cruise control system, hom(s), factory installed power antenna and power antenna relay, power point accessory outlet, wiring hamesses, fuel gauge and sending unit, analog gauges, electronic instrument cluster, mileage computer, factory installed remote entry system (transmitters not included), factory installed anti-theft system.
- 14. Cooling: Radiator, engine cooling fan and motor, cooling fan clutch, cooling fan relay, coolant temperature sensor.
- Interior/Exterior: Hood release cable, trunk release cable and actuator, hood, door and trunk hinges.

#### Comprehensive Coverage:

In the event of a mechanical breakdown, we will repair or replace all parts of your vehicle except those listed under Section What is Not Covered of this contract. Comprehensive Coverage also includes all items listed in the Additional Program Benefits section.

#### Rental Plus Coverage:

In the event of a frechanical breakdown of your vehicle that is covered by the manufacturer's warranty, we will reimburse you for the expense actually incurred for the rental of a substitute vehicle through a licensed rental agency, subject to the following provisions: our liability shall not (a) exceed \$30 per day for each eight (8) hours of approved labor time (or fraction of eight hours), nor (b) total more than \$60 for each covered repair visit, maximum of 2 days. Rental Plus Coverage also includes the following additional program benefits listed in Section Towing and Emergency Roadside Service and Trip Interruption coverage.

#### **Contract Options:**

#### \$100 Disappearing Deductible Option:

If this option is selected and the additional contract charge paid, the \$100 deductible will be waived if you return to the seller for covered repairs. If covered repairs are performed by a repair facility other than the seller, a \$100 deductible will apply.

#### Personal Snowplow Option:

If this option is selected and the additional contract charge paid, if your vehicle is equipped with a snowplow or if a snowplow will be added then Section What is Not Covered, item 2 (A) will no longer apply. NOTE: Snowplow must be used for personal use only, not for commercial/business use. This option can not be combined with the Commercial Use Option.

#### Commercial Use Option:

If this option is selected and the additional contract charge paid, your vehicle may be used for business/commercial purposes. Section What is Not Covered, item 2 (B) will no longer apply.

#### Footnotes:

- Seals and gaskets coverage does not apply if your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale.
- When damaged as a result of the failure of a covered internally lubricated part.
- When required in connection with the repair or replacement of a covered part.

#### **Additional Program Benefits**

#### Rental Car Coverage: (This benefit is not included with the Rental Plus Coverage)

In the event of a mechanical breakdown covered by this contract or the manufacturer's warranty, we will reimburse you for the expense actually incurred for the rental of a substitute vehicle through a licensed rental agency during the repair, subject to the following provisions: our liability shall not (a) exceed \$30 per day for each eight (8) hours of approved labor time (or fraction of eight hours), nor (b) total more than \$180 for each covered repair visit. In computing the maximum \$180 reimbursement per repair visit, up to three (3) days of down time, required for parts procurement only, is reimbursable (we must be advised in advance of all such delays). Delays caused by repair facility scheduling do not qualify for rental benefits.

#### Towing and Emergency Roadside Service:

If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at 1-800-831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). Any towing or emergency roadside service not initiated through the 24-hour toll free number at 1-800-831-6870 is limited to a maximum benefit of \$50 per occurrence; valid receipts will be required for reimbursement.

#### Trip Interruption Coverage:

If a mechanical breakdown, covered by this contract or a manufacturer's warranty, causes your vehicle to become inoperable and you are required to remain overnight while repairs are completed more than one hundred (100) miles from your home, we will reimburse you for expenses actually incurred for meals (restaurants only) and lodging (hotel or motel only), during the period repairs are being made. The maximum daily allowance for meals and lodging combined is limited to \$100 per day for a maximum of three (3) days or the period of time that it took to repair your vehicle, whichever is less, and shall not exceed \$300 for each covered repair visit. The date of the mechanical breakdown shall be considered the first day of the three-day period. Valid receipts for meals and lodging

- 2. This contract does not provide coverage if your vehicle:
  - A. Has been modified to plow snow, whether the plow blade is attached to your vehicle or not;
  - B. Is used for business use by more than one driver on a regular basis, commercial towing or hauling, livery (except car pooling) or delivery:
  - C. Is used for hauling or towing in excess of the manufacturer's limitations and specifications;
  - D. Is used for rental, racing or other competition, as a taxi, police car, security vehicle or emergency vehicle.
- 3. This contract does not provide coverage for repairs caused by:
  - A. Collision or impact, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or contributed to by foreign objects and/or the use of contaminated fuels, fluids, lubricants or refrigerants, and the resultant rust, corrosion or consequential damage;
  - B. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion;
- C. A non-covered part;
- D. The direct result of aftermarket modifications made after you purchased your vehicle which do not meet factory specifications;

If your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale, then the following exclusions apply:

- E. Gradual reductions in drivetrain operating performance due to wear and use. This includes, but is not limited to, gradual loss of engine compression necessitating the repair of valves or piston rings and gradual increase of oil consumption due to normal operation;
- F. Freezing or overheating due to any cause, including resultant engine damage from overheating due to water pump failure.

#### Tire and Wheel Protection Coverage

If you selected the Road Hazard Tire & Wheel Protection on the front of this contract, this information pertains to you.

#### Coverage

Coverage is limited to the original set of tires and wheels on your vehicle at the time of purchase and comparable or like replacements purchased for your vehicle during the term of this contract. Coverage is not transferable to any other vehicle.

Tires: We will pay or reimburse you for the repair, or if not repairable, the replacement of a damaged tire, provided the tire damage was caused by road hazard. A road hazard is defined as debris on the road surface or road surface conditions such as potholes. If the tire can be safely repaired, as determined by a qualified repair facility, we will pay for the repair, up to a maximum of \$40 per repair incident. If the tire is not repairable and has at least 3/32nds of an inch of tread depth remaining, it is eligible for replacement with a comparable new tire, including mounting, balancing, valve stem and taxes. There is no per occurrence benefit limit under any coverage level.

Wheels: In the event a wheel is damaged by a road hazard and rendered unserviceable, the cost to replace that wheel with a comparable wheel will be covered (Cosmetic items, such as scratches, scuffing, blemishes, paint peel, etc are not covered). There is no per occurrence benefit limit under any coverage level.

Maximum Lifetime Benefit: The maximum lifetime benefit for the term of this contract is \$1500 for Standard Coverage, \$2500 for Premium Coverage and \$5000 for Luxury Coverage

#### Term

The term selected is shown on the front page of this contract. The time limit of the term selected starts on the contract date of sale. The coverage expires when the length of time of the term is reached. This contract will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described in the contract.

#### **Additional Program Benefit**

#### **Emergency Roadside Service:**

If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at 1-800-831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence; towing, jump starts, flat tire changes (using your inflated spare), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). Any towing or emergency roadside service not initiated through the 24-hour toll free number at 1-800-831-6870 is limited to a maximum benefit of \$50 per occurrence; valid receipts will be required for reimbursement.

#### Pre-Authorization / Claim Procedures

- 1. Return your vehicle to the seller. If this is not possible, call us toll free at (800)491-5117, for assistance:
- 2. Obtain a repair authorization number from us before any repair is made. A repair authorization can be obtained from us by calling toll free at (800)491-5117. Should an emergency occur which requires a repair be made at a time when our office is closed, you must call us no later than the next business day to determine if such repair will be covered by the contract. If covered, you will be eligible for reimbursement on covered repairs provided you follow all other procedures outlined in this section.
- 3. Submit invoice/repair order exhibiting that the authorized repair has been completed to us;

We reserve the right to inspect any tire or wheel before authorizing any repairs.

#### What is Not Covered (applies to Tire & Wheel coverage only)

This contract does not provide coverage for:

1. Tires with less than 3/32nds of an inch tread depth remaining;.

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manufacturer's limitations and specifications), commercial towing; C. Is used as a police car, security vehicle or emergency vehicle; D. Is used for any purpose other than what is normally used solely for personal, family or household purposes. Section What is Not Covered item 3. (F) is deleted and replaced with the following: F. Freezing or overheating due to any cause, after you purchased the vehicle, including resulting engine damage from overheating due to water pump failure. Section Cancellation of Contract item 3: the cancellation fee is \$25.

Colorado: This contract is insured by Universal Underwriters Insurance Company by policy number 000018 issued to Universal Underwriters Service Corporation.

Connecticut: Section Important Items, the following is added: Resolution of Disputes: Every reasonable effort will be made to resolve disputes over the terms of this contract. In the event that we cannot reach agreement, you may file a formal written complaint with the Consumer Affairs Division of the Insurance Department. The complaint shall contain a short and plain description of the nature of the dispute, including a description of any attempts made to resolve the dispute and the results of such attempts. Your complaint must state the purchase or lease price of the covered vehicle, the cost of repair of the item and include a copy of your contract. The complaint shall be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, ATTN: Consumer Affairs.

District of Columbia: Section Important Items the following statement has been added: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines, in addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Georgia: Vehicle Service Contract Coverage, section What is Not Covered item 1(E) is amended as follows: E. Repairs, replacements or alterations made by you or with your knowledge not authorized by us. Item 1(F) is amended as follows: F. Repair or replacement of any part when it has been determined that the condition existed prior to the purchase of YOUR vehicle service CONTRACT and was known to YOU. Section Cancellation of Contract item 2 is deleted and replaced with the following: 2. We may only cancel your contract for fraud, material misrepresentation, or failure to pay the contract charge. If cancellation is due to non-payment ten (10) days notice shall be given, otherwise thirty (30) days notice shall be given. Notice shall been delivered in person or mailed via first class mailing to the last address we have on record. Section Cancellation of Contract item 3, the following is added: No cancellation service fee is applicable. If we fail to refund the uneamed consideration, you have the right to receive the refund directly from: Universal Underwriters Insurance Company, 7045 College Blvd., Overland Park, Kansas 66211.

Hawaii: Section Cancellation of Contract item 2 is amended to read as follows: 2. We may cancel your contract for nonpayment of the contract charge, a material misrepresentation by you to us, or a substantial breach of your duties relating to the covered vehicle or its use. Section Cancellation of Contract item 3, the following is added: A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the contract to us. The right to void this contract is not transferable.

Idaho: Section Important Items the following has been added: Coverage afforded under this contract is not guaranteed by the Idaho Guaranty Association.

Illinois: Section Cancellation of Contract item 3. If your contract is cancelled, a portion of the contract charge will be refunded to you or a party authorized by you to receive it for your account. you will receive a full refund if cancellation is within 60 days of the contract date of sale and you have not incurred a claim. If cancellation is after 60 days of the contract date of sale, or you have incurred a claim, you will receive a pro rata refund based on the number of days remaining of the contract term, minus a cancellation fee equal to the lessor of 10% of the contract purchase price or \$50.

Indiana: Section Important Items has the following added: Proof of payment for this contract to us constitutes proof of payment to Universal Underwriters Insurance Company for this contract.

lowa: The following is added to your contract: Payment options for this contract include cash full payment at the time of sale or by including the price with the financing of your vehicle. Vehicle Service Contract Coverage, section Coverage, the following is added: Used parts will not be used without your written permission. If we determine that used parts are the only parts available at a reasonable cost and you do not give us your written permission, we will contribute toward the repair that you have made using new or re-built parts, an amount we would have paid using used parts. No payment will be made unless such repairs are made. Section Important Items the following is added: FOR IOWA RESIDENTS ONLY Should you have questions or problems with this contract, you may contact the following: Iowa Commissioner of Insurance, Sixth Floor, Lucas State Office Building, Des Moines, Iowa 50319. Section Cancellation of Contract item 3, the following has been added: The dealership from whom this contract was purchased is also responsible for a portion of your refund.

Kansas: Towing and emergency roadside service benefits are provided by Brickell Financial Services Motor Club, Inc. dba Road America Motor Club.

Kentucky: Section Cancellation of Contract item 2, the following has been added: If we cancel this contract we must give you no less than 75 days written notice for all reasons other than nonpayment in which case 14 days written notice will be given.

Massachusetts: The following is added to your contract: NOTICE TO CUSTOMER: THE COVERAGE YOU ARE BUYING IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE A VEHICLE. THE BENEFITS PROVIDED MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. YOU CAN BE REQUIRED BY THE SELLER OF THIS COVERAGE TO PURSUE THOSE WARRANTIES THAT ARE AVAILABLE TO YOU WITHOUT THIS CONTRACT.

Minnesota: Vehicle Service Contract, section Your Vehicle Maintenance Requirements item 1, the following is added: If the manufacturer's owners manual for your vehicle is not provided to you, please contract Universal Underwriters Service Corporation and an alternative maintenance schedule to be used in connection with this contract will be provided. Section What is Not Covered items 3(A) and 3(B) are deleted and replaced with the following: Collision or impact, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or the use of contaminated fuels, fluids, lubricants or refrigerants. Misuse, alteration, abuse, negligence, lack of proper maintenance or breakdowns caused by improper repairs, insufficient coolants or lubricants; Section Transfer of Contract the sentence- "Transferred contracts are non-cancelable" is deleted. Section Cancellation of Contract item 2 is deleted and replaced with the following: 2. We may cancel your contract for non-payment of the contract charge, or if there has been a substantial change in the risk assumed by us since the contract was issued. Section Important Items the following is added: IMPORTANT: The warranty coverages listed below are provided to YOU by the Dealer for no charge as required by Minnesota Statute 325. F.662. The term of the required warranty is based on the mileage at time of sale as follows:

Used vehicles with less than 36,000 miles at the time of sale: Provides coverage for 60 days or 2,500 miles, whichever occurs first. Used vehicles with 36,000 miles or more but less than 75,000 miles at the time of sale: Provides coverage for 30 days or 1,000 miles, whichever occurs first.

Engine: Lubricated Parts; Intake Manifolds; Engine Block; Cylinder Head; Rotary Engine Housings; Ring Gear; Water Pump; Externally Mounted Mechanical Fuel Pump; Radiator; Alternator; Generator; Starter. Transmission: Case; Internal Parts; Torque Converter; or, the Manual Transmission Case and Internal Parts. Drive Axle: Axle Housings and Internal Parts; Axle Shafts; Drive and Output Shafts; and Universal Joints; but excluding the secondary drive axle on vehicles, other than passenger vans, mounted on a truck chassis. Brakes: Master Cylinder; Vacuum Assist Booster; Wheel Cylinders; Hydraulic Lines and Fittings; Disc Brake Calipers. Steering: Gear Housing and Internal Parts; Power Steering Pump; Valve Body; Piston; and Rack.

#### Optional Maintenance Plan

If you selected the Optional Maintenance Plan (Plan), the seller will preform the the services that are described below. The number of times each service is preformed is based upon the Plan Term and Plan Service Interval that you selected on the front page of this document. (Refer to the schedule below to determine the number of services that you will receive based upon your selection.)

Service A: Change engine oil and replace engine oil filter, chassis lubrication (if applicable); check and add if required all fluids (including brake fluid, differential fluid, power steering fluid and windshield washer fluid); inflate tires (if needed); inspect air filter, battery, brake lights, CV joint boots, emergency brake, headlights, hom, hoses; tail lights, turn signals and wiper blades.

Service B: Tire rotation.

				PLAN SERVICE INTERVAL						
PLAN TERM	3,000 MILE INTE	RVAL	3,750 MILE INTERVAL		5,000 MILE INTERVAL		7,500 MILE INTERVAL		10,000 MILE INTERVAL	
12 Months	Service A Service B Total Services	5 <u>2</u> 7	Service A Service B Total Services	4 <u>2</u> 6	Service A Service B Total Services	ა <u>გ</u>	Service A Service B Total Services	2 <u>2</u> 4	Service A Service B Total Services	1 <u>1</u> 2
24 Months	Service A Service B Total Services	10 <u>4</u> 14	Service A Service B Total Services	8 <u>4</u> 12	Service A Service B Total Services	6 <u>4</u> 10	Service A Service B Total Services	4 <u>4</u> 8	Service A Service B Total Services	. 2 . <u>2</u> 4
36 Months	Service A Service B Total Services	15 <u>6</u> 21	Service A Service B Total Services	12 <u>6</u> 18	Service A Service B Total Services	9 <u>6</u> 15	Service A Service B Total Services	6 <u>6</u> 12	Service A Service B Total Services	4 <u>3</u> 7
48 Months	Service A Service B Total Services	20 <u>8</u> 28	Service A Service B Total Services	16 <u>8</u> 24	Service A Service B Total Services	12 <u>8</u> 20	Service A Service B Total Services	8 <u>8</u> 16	Service A Service B Total Services	6 <u>4</u> 10
60 Months	Service A Service B Total Services	25 <u>10</u> 35	Service A Service B Total Services	20 <u>10</u> 30	Service A Service B Total Services	15 <u>10</u> 25	Service A Service B Total Services	10 <u>10</u> 20	Service A Service B Total Services	7 <u>5</u> 12

#### Term

The Plan Term selected starts on the Plan Date of Sale. The Plan expires when the length of time of the Plan Term, shown on the front side of this document, is reached (12:01 a.m. local standard time). The Plan will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described below.

#### Towing and Emergency Roadside Service:

If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at 1-800-831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). Any towing or emergency roadside service not initiated through the 24-hour toll free number at 1-800-831-6870 is limited to a maximum benefit of \$50 per occurrence; valid receipts will be required for reimbursement.

#### **How to Receive Maintenance Service**

- 1. Return your vehicle to the seller. Services not performed by the seller are not eligible for reimbursement.
- 2. Present your ID card and this document to the service advisor. (You will receive an ID card in the mail within 45 days of the Plan Date of Sale.)
- 3. You must sign the repair order/invoice showing services have been provided.

#### **Transfers**

If you are the first retail purchaser of this Plan, you may transfer the remaining coverage to the next individual purchaser of the vehicle. (No dealers or brokers.) Remaining coverage must be properly transferred within 30 days of vehicle ownership transfer or the coverage will no longer be in force. In order to transfer this Plan, you must provide Universal Underwriters Service Corporation with the following:

- 1. A notarized copy of the documentation evidencing change of title and odometer reading at time of transfer;
- A completed transfer form. To obtain a transfer form, please call Customer Service at 1-888-835-5063;
- 3. A check made payable to Universal Underwriters Service Corporation in the amount of \$50.

Transferred maintenance plans are non-cancelable.

#### Cancellation

- 1.... You may cancel this Plan by returning to the seller or by mailing written notice of cancellation to the seller. Your signed cancellation requesting the reason for cancellation, the effective date of cancellation and, if applicable, evidence that the lienholder has been paid in full. If the lienholder has not been paid in full, you will need to provide the lienholder's name, address and your account number.
- 2. Seller may only cancel your Plan for fraud, material misrepresentations, or for non-payment of the Plan charge.
- 3. If your Plan is cancelled, a portion of the Plan charge will be refunded to you or a party authorized by you to receive it for your account. You will receive a full refund if cancellation is within 60 days of the Plan date of sale and you have not incurred a claim. If cancellation is after 60 days of the Plan date of sale, or you have incurred a claim, the amount of the refund will be prorated based on the number of days remaining of the Plan term, less a \$50 cancellation fee.
- 4. When financing is provided for your Plan, you authorize your lienholder, as shown on the front page of this document, to be named as payee on any refund check. Your lienholder will be sole payee with authorization to cancel your Plan in the event your vehicle is a total loss or is repossessed.

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Deal# 56223

# **OWED TO**

Name IVIICHAEL CHEIKIIV	
Address 245 BRADFORD CIR City BLUE BELL Zip 19422-2557	
Delivery Date 11/25/2015 Year 2015 Stock No. 15A021436	- 西朝自藩集正人 二〇十
Serial No. 19UUB2F5XFA021436 Model TLX	
Salesman GLENN RICHARDSON Sales Supervisor CRAIG MUNHOLLAND	ŀ
Work Promised Customer:	
COMPLIMENTARY 1ST OIL CHANGE	- 自然基準数率(4)
RD HAZ TIRE/WHEEL	
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tie -	. 硅铒岩等+15
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Customer Signature	· 一日就出来来," 5. 27 · 3
Authorized by	

**MONTGOMERYVILLE ACURA** 

25/11/15 05:16 pm

## Power of Attorney

56223

Know All Men By These Presents,		
That I/We have made, constituted and ap	opointed, and by these presents do make, cons	stitute <sub>in</sub> and appoin
MONTGOMERYVILLE ACURA	My/Our true and lawful Attorney for Me	
(Must be an Individual or Company)	My/Our true and tawful Altorney for Me	:/Os ana in My/Ou
name(s), place(s) and stead(s) to execute any	and all applications for or assignments of Certifical	te of Title for moto
vehicle 2015 ACURA	; 19UUB2F5XFA021436	, giving and
(Make)	(Serial Number)	
	and authority to do and perform all and every act ar all intents and purposes as I/We might or could do if	
In Witness Whereof, I/We have hereunto set My	y/Our hand(s) and seal(s) this 25th day of	November 2015
Subscribed and sworn to before me this 25tl	h	
day ofNovember_,2015		)
to state to de acceptance	- (8)	SEAL (SEAL
(SEAL)		···
My Commission Expires	(Signature of Owner or Ow	(SEAL
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# Power of Attorney

56223

Know All Men By These Presents,		
That I/We have made, constituted an	nd appointed, and by these presents do make, cons	titute and appoin
MONTGOMERYVILLE ACURA	My/Our true and lawful Attorney for Me	e/Us and in My/Ou
(Must be an Individual or Company	у)	
name(s), piace(s) and steau(s) to execute	e any and all applications for or assignments of Certificat	e of Title for moto
vehicle 2012 ACURA	; 19UUA8F59CA028279	, giving an
(Make)	(Serial Number)	
	power and authority to do and perform all and every act an lly to all intents and purposes as I/We might or could do if	-
In Witness Whereof, I/We have hereunto s	set My/Our hand(s) and seal(s) this 25th day of	November 2015
Subscribed and sworn to before me this		> -
day of, November , 2015		
(SEAL).		na na na sa
		(SEAL
My Commission Expires	(Signature of Owner or Owner)	ners)
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#### **ODOMETER DISCLOSURE STATEMENT**

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or Imprisonment I. MICHAEL CHEIKIN state that the odometer now (TRANSFEROR'S NAME - PRINT) reads "" (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked. (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. (2) I hereby certify that the odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**. MAKE ACURA BODY MODEL TL VEHICLE IDENTIFICATION NUMBER 19UUA8F59CA028279 YEAR \_2012 TRANSFEROR'S NAME MICHAEL CHEIKIN (PRINTED NAME) TRANSFEROR'S ADDRESS 245 BRADFORD CIR (STREET) **BLUE BELL** 19422-2557 (STATE) (ZIP CODE) TRANSFEROR'S NAME X (SIGNATURE) TRANSFEREE'S NAME MONTGOMERYVILLE ACURA **ROUTE 309 AT STUMP ROAD** (STREET) TRANSFEREE'S ADDRESS MONTGOMERYVILLE 18936 (ZIP CODE) TRANSFEREE'S NAME X (SIGNATURE)

MONTGOMERYVILLE ACURA

ORIGINAL - DMV SECOND COPY - Transferee (Buyer) THIRD COPY - Transferor (Seller)

(PRINTED NAME)

. 44864A- a. .

### **ODOMETER DISCLOSURE STATEMENT**

- i) 		v (and State law, if or providing a false s					- N# 8.9.1
	ı, <u>MONTG</u>	OMERYVILLE A	CURA SFEROR'S NAME - PRINT		st	ate that the	odometer now
	reads mileage of th	20 e vehicle described					reflects the actual
		<b>X</b> (1	I) I hereby certify to the amount of mi				ter reading reflects
] k angpisa - bis	Ti in late		2) I hereby certify th WARNING - ODO			the actual m	nileage. · មុខពង់
		MAKE _	ACURA				<del></del>
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	IDENT	VEHICLE FIFICATION NUMBER .	19UUB2F5XF/	021436	<del></del>		
7; 3. —gy∳sa —ssa 3.	E e ikse	YEAR .	2015				·. ঘ্রার
	TF	RANSFEROR'S NAME	MONTGOMER		RA (PRINTED NAME)		
	TRAN	SFEROR'S ADDRESS	ROUTE 309 A		,		· · · · · · · · · · · · · · · · · · ·
			MONTGOMER	<b>WILLE</b>		PA	18936
ەۋە - سە ۋەۋۇسە <sup>ب</sup>	TRA	NSFEROR'S NAME X	(CITY)	y	(SIGNATURE)	(STATE)	(ZIP CODE) -1 ਈ ਈ ≸
	D	ATE OF STATEMENT	11/25/2015		(SIGNATURE)		
	т	RANSFEREE'S NAME	MICHAEL CH	EIKIN	<del></del>		
			245 BRADFOR	D CIR			<del></del>
-,, 4	", "ŢRAN	NSFEREE'S ADDRESS	(STREET)  BLUE BELL			PA	19422- <u>2557<sup>188</sup>*</u>
	TRA	ANSFEREE'S NAME X	Tony			(STATE)	(ZIP CODE)
			/ ————————————————————————————————————		(SIGNATURE)		
			MICHAEL CH	EIKIN	(PRINTED NAME)	<del></del>	
_ •	ξ <b>:</b> .				MV PY - Transferee (Bu - Transferor (Seller)		. 제 <b>의 반</b> 호

# Montgomeryville Acura

## 1009 Bethlehem Pike MONTGOMERYVILLE, PA 18936 Phone (215) 661-1880



Phone (215) 661-1880 www.montgomeryvilleacura.com

**DEAL# 56223** 

DATE: 11/25/2015

	•						STOCK NO
PLEASE TITLE IN NAME(S) C	SUPERSEDES P	REVIOUS ORDER DAT	red _	11/25/15			15A021436
	A C		S.T.	OPERATOR'S LICENSE	SOC. SEC.	NUMBER	DATE OF BIRTH
MICHAEL CHEIKI	N		$\perp$				
				<u> </u>			
ADDRESS 245 BRAL	DFORD CIR	·		CITY BLUE BELL		COUNTY	MONTGOMERY
STATE PA	ZIP 19422-2	2557 BUS. PHONE			RES. PHONE		
PLEASE ENT	TER MY ORDER FOR THE	E FOLLOWING		PRICE OF VEHICLE		1	34999.00
NEW or USED USED USED USED	DEMO CAR TRU	JCK PRIOR USE:				1	04000.00
2015 ACURA TI	<u> </u>		SD	SERVICE CONTRA	СТ 96МТ	1/ 75 K	1500.00
BLACK COPPER	RIŴ	MILEAGE 20		RD HAZ TIRE/WHI	EEL		499.00
19UUB2F5XFA02							
	ALESMAN GLENN RICHARDS	TO BE DELIVERED ON	OR ABOL	T		•	
	ESCRIPTION OF TRAD						
	MODEL	TYPE					
2012 ACURA TL COLOR TE	RIM	MILEAGE		<u>s</u> p			
Graphite VIN	<u>e</u>	18840	<u> </u>				N/A
19UUA8F59CA0282	79			REGISTRATION B	REAKDOWN		
TITLE NO	PLATE NO	EXP DATE		TRANSFER:	ILAKOUTT	9.00	
OWNER	<u>;                                    </u>	OAN #				N/A	
MICHAEL CHEIKIN		Lesique		TITLE:	5	1.00	
DENHOLDER	* * 	PHONE		LIEN:	2	4.00	
ADDRESS		SPOKE WITH		Ţ		N/A	
AMOUNT	GOOD TILL	VERIFIED BY		ONU 1915 DEG 555		N/A	
10394.19	ı			ONLINE REG FEE:		4.55	
NAME OF AGENT	COLLISION COVERAG	PHONE		** TOTAL MV FEE		8.55	36998.00
steve melniczak		610/ 525-6	<u>6500</u>	LESS TRADE-IN VALUE			20350.00
ADDRESS				TOTAL TAXABLE AMOU	INT		16648.00
POLICY NUMBER		COLLISION DEDUCTIB	3LE	SALES TAX			998.88
807 3441-a1	1-381	SPOKE WITH		PA TIRE TAX			5.00
state farm				DOC FEE	<u> </u>		134.00
EFFECTIVE DATE	01/11/2016	VERIFIED BY		REGISTRATION FEE			98.55
To E	Be Completed By Custome	er Only		NET PAY-OFF ON TRADE	E-IN		10394.19
Has this vehicle ever been in ar If Yes, what was approx. est	accident? YES	NO		DEPOSIT			28278.62 N/A
Has this vehicle ever had frame	damage? YES	NO		BALANCE DUE ON DELIN	/ERY		N/A
Has this vehicle's air bags been Has the speedometer ever been	1	NO red? YES	NO	AMOUNT FINANCED			28278.62
I certify the above is true and o			NO	CONTRACTUAL DIS			SED VEHICLE ONLY
Customer's Signature:				"The information you see on the on the window form overrides a	e window form for any contrary provisio	this vehicle is par ns in the contract	t of this contract. Information of sale."
BUYER ACKNOWLEDGE	S THAT IF THIS BOX IS C	HECKED, THIS AGREE	EMENT LL TERI	CONTAINS AN ARBITRATION MS AND CONDITIONS IN THIS	N CLAUSE.		
The front and back of t	this Order comprise the	entire agreement affe	ecting t	his purchase. No other agre	ement or unders		
Dealer, this Order shall supe				t that any other purchase on the of no further effect	der has been pre	viously entere	d into by Purchaser with
,	4			s motor vehicle except as app	pears in writing o	n the face of t	hıs Order.
				by acknowledge receipt of a			
ABOVE MY SIGNATURE.		IE REVERSE SIDE HEE	BEOF.	AND AGREE THAT THEY AR	E A PART OF TH	IIS ORDER AS	IF THEY WERE PRINTED
SIGNED:		Pur	rchaser	G	LENN RICH		
					SALES REPRE	SENTATIVË	
SIGNED:		Co-Pur	rchaser	APPROVED	Dealer or Authorize	d Books	
THIS ORI	DER NOT BINDING	ON MONTGOME	ERYV	ILLE NISSAN, UNTIL A			-MFNT

#### **CONDITIONS**

I/We (the purchaser) and you (the dealer) further understand and agree that the order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. The manufacturer/importer has reserved the right to change the list price of new motor vehicles without notice and in the event that the list price of the new car ordered hereunder is so changed, the cash delivered price, which is based on list price effective on the day of delivery, will govern in this transaction. But if such cash delivered price is increased the purchaser may, if dissatisfied with such increased price, cancel this order, in which event if a used car has been traded in as a part of the consideration herein, such used car shall be returned to the purchaser upon the payment of a reasonable charge for storage and repairs (if any) or, if the used car has been previously sold by the dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said car for sale shall be returned to the purchaser. Changes in design or improvements by the manufacturer will not affect validity of this order and you have no obligation to install same on Vehicle.

2. If the used car is not to be delivered to the dealer until the delivery of the new car, the used car shall be reappraised at that time and such reappraisal value shall determine the allowance made for such used car. The purchaser agrees to deliver the original bill of sale and the title to any used car traded herein along with the delivery of such car, and the purchaser warrants such used car to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

3. Upon failure or refusal of the purchaser to complete said purchase for any reason other than cancellation on account of increase in price, the cash deposit may be retained as liquidated damages, and in the event a used car has been taken in trade, the purchaser hereby authorizes dealer to sell said used car, and the dealer shall be entitled to reimburse himself out of the proceeds of such sale, for the expenses specified in paragraph 1 above and also for his expenses and losses incurred or suffered as the result of purchaser's failure to complete said purchase. In the event of the refusal of Purchaser to complete the purchase by reason of an increase in price, Dealer shall have the right to retain the cash deposit made by Purchaser and to offset against said deposit any loss and expense which may be caused Dealer by reason of sale of the vehicle to another person. After the completion of sale to said other person, Dealer shall pay to Purchaser the balance of said cash deposit, after deducting the amount of such loss and expense.

4. In the case of new vehicle or chassis the printed manufacturer's/importer's new vehicle warranty delivered to purchaser with such vehicle or chassis shall apply as between the manufacturer/importer and the purchaser. The dealer (seller) is not a party to such warranty. In the case of a used vehicle or chassis the applicability of an existing manufacturer's warranty thereon, if any, shall be determined by the terms of such warranty. In case the car covered by this order is a used car, no warranty or representation is made as to the extent such car has been used, regardless of the mileage shown on the speedometer of said used car.

5. Dealer shall not be liable for delays caused by the manufacturer, accidents, strikes, fires, or other causes beyond the control of the dealer.

6. Dealer shall have the right to cancel this order and refund the cash deposit to Purchaser in the event that Dealer is unable to supply the particular vehicle ordered because of failure of the manufacturer, its shipper or transporter to deliver said vehicle, for any reason, to Dealer as ordered by Dealer or by reason of any other cause beyond the control of the Dealer.

ordered by Dealer or by reason of any other cause beyond the control of the Dealer.

7. Should I give you a check or note for all or any portion of the purchase price and the same not be paid when presented for payment, you may repossess the ordered vehicle without notice to me and either rescind the entire transaction or sell the ordered vehicle for my account. Should you sell the vehicle (which you are hereby authorized to do), you shall apply the net amount received, after paying all expenses in connection therewith, including 25% of the price as a sales commission, to the payment of my indebtedness in connection with the purchase of the vehicle, whether due or not, and return any excess to me. Should there be any deficiency, I will pay it immediately upon demand.

You may cancel this order should, (a) my credit application be not approved or (b) there not be available a purchaser for my installment sales contract on terms approved by you or (c) any representation made by me be untrue or (d) I fail to take delivery of ordered Vehicle and make settlement hereunder within 10 days of time you notify me in person, by telephone or by sending written notice to my given address of your readiness to make delivery. You will not be liable for failure to tender delivery due to causes beyond your control, but I may cancel this order if delivery is not tendered within ninety days from date hereof or from delivery date if one is specified, whichever is later.

Upon cancellation of this order for any of the above reasons, I agree to accept in full satisfaction of all claims hereunder, return to me of Deposit, if any, and Trade-in, if any, upon my payment of your charges for repairs made to it, or Proceeds (as defined below) if you have sold Trade-in or if you sell it (which you are hereby authorized to do) for the purpose of realizing any amounts due you hereunder. If the Special Order Box on the front has been checked, it is agreed that this is an order for special optional equipment, paint or similar items, or that, at my request, you are to modify a vehicle in stock. If I cancel such an order before delivery, you may retain, out of the deposit or down-payment, reasonable expenses incurred in the ordering of, or the modification of the vehicle. Except as otherwise specially provided herein, if I default under this order or if you cancel this order because of any default or misrepresentation by me, our respective rights will be controlled by the applicable laws and regulations of the Commonwealth of Pennsylvania.

8. Upon receipt of the ordered vehicle from the manufacturer, Dealer shall advise the Purchaser thereof, at the address furnished by Purchaser to Dealer in this Order. If Purchaser does not advise Dealer, within 5 days of the date of such notice, of Purchaser's intent to complete purchase of the vehicle, Dealer, at Dealer's sole option, shall have the right to declare this Order null and void and to sell vehicle to any other person as if this Order had not been entered into. Dealer shall be entitled to offset against the cash deposit any loss or expense resulting to Dealer by reason of Purchaser's failure to carry out his obligation to purchase as set forth in this Order.

by reason of Purchaser's failure to carry out his obligation to purchase as set forth in this Order.

9. If I fail to deliver Trade-in to you in the same condition as when you appraised it or if any of its parts or equipment have been removed or damaged in any way, you may cancel this order upon return to me of Deposit, if any, or you may refuse to accept Trade-In and demand payment in cash of allowance on Trade-in.

I hereby certify that: I am over 21 years of age and under no legal disability; I have a right to dispose of Trade-in and will within 96 hours after delivery of Trade-in to you give you a Certificate of Title for it assigned to you; Trade-in is subject to Lien(s) (if any) shown hereon and none other. You will not be liable for any personal property left in Trade-in. Any vehicle owned by me and driven by any of your officers or employees or used for instruction, at my request, is so driven at my risk. Under such circumstances, you will not be held responsible for any damage thereto or injury thereby.

injury thereby.

10. The price of the car quoted herein does not include any tax or taxes imposed by any government authority prior to or at the time of delivery of such car unless expressly so stated, but the purchaser assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.

11. It is agreed that Dealer will perform the express warranty given to the purchaser of a new motor vehicle or chassis by the Manufacturer or Importer at delivery.

12. In the event that the transaction referred to in this order is not a cash transaction, the Purchaser herein, before or at the time of delivery of the car ordered, and in accordance with the terms and conditions of payment indicated on the front of this order, will execute a chattel mortgage, conditional sales contract, or such other form of agreement as may be indicated on the front of this order.

#### 13. <u>ARBITRATION CLAUSE</u>. PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN 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 clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate 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. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration 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 in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller of the vehicle is a party to the claim or dispute, in which the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. 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 clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. 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 by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.