

TW _____

TIRE & WHEEL PROTECT RV

CUSTOMER

BUYER _____ CO-BUYER _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

EMAIL _____ CELL PHONE _____ ALTERNATE PHONE _____

COVERED UNIT

YEAR _____ MAKE _____ MODEL _____ VIN / SERIAL NUMBER _____ MILEAGE _____

SELLING DEALER

DEALER NAME _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

LIENHOLDER

LIENHOLDER NAME _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

SERVICE CONTRACT INFORMATION

Contract Term: _____ Contract Aggregate: _____

Date of Sale: _____ Purchase Price: _____

Optional Coverage: _____

I (Customer), whose signature appears below, acknowledge that the information contained above is true and correct. I have read the terms and conditions and understand and agree to all provisions herein.

BUYER SIGNATURE _____ DATE _____ DEALER REPRESENTATIVE SIGNATURE _____ DATE _____

CO-BUYER SIGNATURE _____ DATE _____ DEALER REPRESENTATIVE NAME _____

This Service Contract (Contract) is between the Customer (You, Your, or I) and Portfolio Services Limited, Inc. (We, Us, or Our). This Contract provides for repair or replacement of the Covered Unit's (Unit) tires and wheels during the term of this Contract that become unserviceable due to damage caused by a Road Hazard. A Road Hazard, for the purposes of this Contract, is a condition on a public roadway which should not exist there, such as nails, glass, potholes, rocks, tree limbs or any object or condition not normally found in a roadway. This Contract is optional and is not required to purchase, lease, or obtain financing of the Unit. This Contract contains an arbitration provision which may affect Your legal rights, unless You live in a state that prohibits such provisions. Please review the arbitration provision as well as the State Provisions section for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

THIS CONTRACT IS NOT AN INSURANCE CONTRACT. IT IS A CONTRACT BETWEEN YOU AND THE PROVIDER. ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS CONTRACT ARE THOSE OF THE PROVIDER. THE PROVIDER'S OBLIGATIONS ARE INSURED UNDER AN INSURANCE POLICY AS STATED IN THE OBLIGATIONS SECTION.

AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ALL REPAIRS.**CLAIMS TOLL FREE – (877) 705-4001****ROADSIDE ASSISTANCE – (855) 215-1933**

WHAT IS COVERED

TIRE & WHEEL PROTECT RV

Tires: We will cover the costs incurred to repair a tire damaged due to a Road Hazard. If the tire becomes unrepairable due to a Road Hazard such as A cut, snag, bruise, impact (not collision), tear or puncture while operating the Unit on public streets in a legal manner, We will cover the costs incurred to replace the tire. **This coverage is valid through the tread life of a tire (down to 3/32" at the lowest point) and will be replaced with a tire of the kind, quality, and cost of the original tire. If a higher priced tire is accepted as replacement, the difference between the coverage available and the price of the replacement tire will be Your responsibility.** Tire inspection may be required to validate claim approval. Replaced tires are covered for the remainder of the Contract Term.

Towing Vehicle Tires: We will cover the costs incurred to repair or replace a tire of a towable Unit's towing vehicle, when the damage occurs while the Unit is in tow. This coverage is subject to all terms and conditions listed herein.

Wheels: We will cover the costs incurred to repair a wheel damaged due to a Road Hazard. **If a wheel covered by this Contract cannot be repaired or is damaged to the extent that the wheel fails to seal with the tire, We will cover the costs incurred to replace the wheel with a wheel of the kind, quality, and cost of the original wheel. If a higher priced wheel is accepted as replacement, the difference between the coverage available and the price of the replacement wheel will be Your responsibility.** Wheel inspection may be required to validate claim approval. Replaced wheels are covered for the remainder of the Contract Term.

Mounting, Balancing, Tire Disposal, and Taxes: We will cover the costs associated with mounting, balancing, tire disposal, valve stems, and the Tire Pressure Mounting System (TPMS) when damaged due to a Road Hazard for any tire replaced under this Contract. We will also cover the costs of local and state taxes, as directed by state agencies.

Emergency Travel Expense: We will reimburse you for emergency living expenses incurred, up to \$50 per day for a maximum of 3 days, in the event Your Unit is undergoing repairs covered by this Contract. Emergency living expenses include local lodging and meals while Your Unit is being repaired, provided the disablement was at least 250 miles from your residence. To receive reimbursement, You must submit valid printed receipt(s).

Rental Car: We will reimburse You for Your actual rental car expenses incurred, up to \$50 per day for a maximum of 3 days, if Your Unit is undergoing repairs covered by this Contract. To receive reimbursement, You must submit valid printed receipt(s) from the Selling Dealer listed on the front of this Contract or licensed rental agency showing Your name and the dates the car was rented.

Contract Aggregate: The total aggregate afforded under this Contract for all claims that is listed on the front of this Contract.

OPTIONAL COVERAGE

Cosmetic Wheel: When purchased and listed under Optional Coverage on the front of this Contract, We will cover the costs incurred to repair cosmetic damage to a wheel, that does not affect the performance of the wheel (e.g., scuff mark or scratches) and is damaged due to a Road Hazard. Coverage applies to factory brushed or painted surfaces of an alloy or steel wheel only and does not include chrome or chrome clad wheels. **Coverage is limited to repairs using sanding, painting, or refinishing the wheel without the need to apply additive product on the wheel, bending, or straightening.**

Curb Damage: When purchased and listed under Optional Coverage on the front of this Contract, We will cover the costs incurred to repair or replace a tire or wheel that is damaged due to impact with a curb.

EMERGENCY ROADSIDE ASSISTANCE

The following services are available 24-hours a day, 365 days a year, up to a maximum benefit of \$500 per occurrence for towing, and \$100 per occurrence for all other services: (1) Towing Service, (2) Flat Tire Service (with your inflated spare), (3) Battery Jump Start, (4) Lock-out Assistance (You pay the cost of the replacement keys), (5) Unit Fluid Delivery (cost of fluids extra), (6) Concierge Service (concierge call support), (7) Technical Assistance (certified technician call support). You must call Roadside Assistance at (855) 215-1933 prior to receiving roadside services.

Exclusions: a) Cost of parts, fluids, lubricants, or fuel, cost of installation of products or material, accident related towing or other non-emergency towing or service; b) Mounting or the removal of snow tires or chains, tire repair, winching; c) Commercial vehicles; d) Any unit in tow; e) Any and all taxes and fines; f) Services on a unit that is not in a safe condition to be towed; g) Towing or service on roads not regularly maintained such as sand beaches, open fields, forests, and areas designed as not passable due to law; h) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law; i) Repeated service calls for a Unit in need of routine maintenance or repair; j) Any service available under a manufacturer's warranty or insurance policy; k) Damage or disablement due to fire or vandalism; l) Service obtained independently of the service provider; m) Service in areas where state providers are exclusively utilized (e.g. state toll roads); or n) Service outside the United States or Canada.

WHAT IS NOT COVERED

The following are not covered under this Contract: (a) damage incurred outside the United States, its territories, or Canada, (b) units other than on-road use private passenger recreational vehicles (RVs), (c) damage resulting from: off-road use or on roads not regularly maintained, racing, collision with another unit/vehicle or fixed object, impact with curb except when the Curb Damage Optional Coverage has been purchased, misuse, abuse, operator error, abnormal wear, lack of proper maintenance, misalignment, suspension problems, use on a construction site, malicious mischief, vandalism, fire, theft, chain damage from mounting and/or removal, manufacturer defects, weather cracking, tread separation, driving on tires which are improperly inflated or damage exacerbated by continuing to drive on a damaged tire after the initial damage, (d) failures resulting from normal wear and tear, (e) tires and/or wheels which are undersized, oversized, or otherwise not recommended by the manufacturer, (f) tires and/or wheels transferred from another unit, (g) tires and/or wheels when the tires have less than 3/32-inch tread depth remaining at the lowest point, (h) commercial units or any unit used for commercial purposes, (i) re-capped tires, snow tires, off-road tires, racing tires and wheels, custom tires and wheels, or carbon fiber and other exotic material wheels, (j) damage to tires and/or wheels that do not affect their performance or safety, (k) tire damage due to dry rot, (l) tires or wheels that will not seal due to rust or corrosion, (m) any damage which is covered by Your primary insurance coverage, service contract, manufacturer's or tire distributor's warranty or recall, or organization responsible for maintaining the roadway, (n) any cosmetic damage such as scratches, scuffs, or nicks, unless Cosmetic Wheel coverage has been purchased and is listed under Optional Coverage on the front of this Contract, (o) any consequential loss or damage whatsoever, including, loss, damage or injury to person or property resulting from the failure of any of the parts of the Unit, the replacement of which are covered under the terms of this contract, (p) delays of performance due to labor dispute, strike, shortages, civil commotion, war or war like acts (terrorism, insurrection, rebellion, revolution, nuclear radiation, or radioactive contamination), hail, flood, acts of God or other causes beyond our control, (q) repairs or replacements made without prior authorization from Administrator, (r) all fines, storage charges, environmental fees, shop supplies, tire accessories, nitrogen filling of tires, alignments, or mechanical adjustments to the Unit, shipping associated with damaged or replacement tires and service for Units in unsafe condition for service, (s) tires recommended for replacement by dealer or manufacturer that were not damaged due to Road Hazard, (t) any pre-existing conditions.

OWNERS OBLIGATIONS

Proper tire care is necessary to obtain the maximum mileage and wear from a tire. It is Your responsibility to see that Your tire/wheel assemblies are kept in proper operation by performing all manufacturer recommended and preventative maintenance including alignments, rotations, and balancing, as well as maintaining proper tire manufacturer inflation pressures. Tires should be checked monthly for proper pressure; signs of dry rot, improper wear, and tread depth less than 3/32". You are responsible for any conditions that cannot be corrected and demand replacement for the safety of the Unit's occupants. Replacement or aftermarket tires and wheels replaced by You, that meet the Unit's manufacturer size specifications, will be covered under this Contract for the remainder of Your Term.

HOW TO FILE A CLAIM

Prior authorization is required for all claims. To initiate a claim, please go to www.claims.portfolioco.com. You may also contact Us by email at proclaims@portfolioco.com, or by phone at (877) 705-4001. In order to process Your claim, the following documents must be provided: (1) Copy of claim form (if claim was not initiated online); (2) Photos of damage, if applicable; (3) Copy of final customer-signed invoice; and (4) Any other reasonable documentation requested by Us. Please send legible copies of required documents to: Web www.claims.portfolioco.com, E-Mail proclaims@portfolioco.com, or mail to Portfolio, Attn: Ancillary Claims Dept., P.O. Box 30308, Cleveland, Ohio 44130.

Claims are not subject to a deductible. Replacement of any part may be made with new parts, remanufactured parts, non-original manufacturer's parts, or with parts of like kind and quality at the time of breakdown (if applicable). We reserve the right to inspect all claims. If all documentation is not received within 30 days of the covered repairs, the claim will be denied.

Emergency Repairs: Emergency repairs are defined to be repairs which, if not performed to Your Unit, would impair the future operation of Your Unit. If emergency repairs covered by this Contract are required outside of normal business hours (i.e., weekend or holiday), You should deliver Your Unit to a licensed repair facility and have the necessary repairs performed on Your Unit at a reasonable and customary charge. To obtain reimbursement for emergency repairs covered by this Contract, You must report the repairs on the next business day, or as soon as reasonably possible, by calling Us at the number listed above.

CANCELLATION: This Contract may be cancelled at any time. To cancel, please contact the Selling Dealer listed on the front of this Contract or You may contact the Administrator at (877) 705-4001. The Provider may cancel this Contract for (1) nonpayment of the provider fee, (2) material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You relating to the Unit or its use. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. If cancelled during the first 60 days, a full refund less any benefits pending or provided will be paid. If cancelled after the first 60 days, a pro rata refund will be paid based on the elapsed time relative to the original term, less a cancellation fee of \$50 (where allowed by state law, see state provisions) and any benefits pending or provided. No cancellation fee will be imposed if the Provider cancels this Contract. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Provider or the Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by the Provider, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law.

TRANSFER: This Contract may be transferred by You to a subsequent private purchaser of the Unit for the remainder of the original Term (licensed dealers excluded). This Contract is not transferable to another unit. To transfer, You must submit the following documents to us within 15 days from the Date of Sale; (1) A letter containing the name, address and phone number of the new owner and authorization to transfer; (2) A copy of the bill of sale or other evidence showing change in ownership; and (3) A \$50 transfer fee payable to the Administrator.

DISPUTES REGARDING YOUR CONTRACT: YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THIS CONTRACT, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules ("AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at www.adr.org/Rules.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Contract is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. If You prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to You under the standards for fee shifting provided by law. You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

ADMINISTRATOR/OBLIGOR/PROVIDER: The Administrator/Obligor/Provider is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254. Toll Free (877) 705-4001. The mailing address is P.O. Box 30308, Cleveland, Ohio 44130.

OBLIGATIONS: This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Plateau Casualty Insurance Company. To do so, please call the following toll-free number for instructions: (800) 752-8328.

STATE PROVISIONS:

ALABAMA: The Cancellation section is amended to include the following: If You cancel this Contract within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 45 days of Your return of the Contract to the Administrator or Selling Dealer. If cancelled by the Provider, a written notice shall be mailed to the You at Your last known address, at least 5 days prior to cancellation. Written notice is not required if reason for cancellation is nonpayment of provider fee or material misrepresentation by You. The cancellation fee is amended to \$25. Any cancellation refunds due under this Contract may be credited against any outstanding balance on Your account and We will refund the remainder to You. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We cancel this Contract for any reason other than non-payment of the purchase price or a material misrepresentation made by You, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation. The Disputes Regarding Your Contract section is amended to include the following: Contracts purchased in the State of Alabama shall be governed by the laws of Alabama.

ALASKA: The Obligations section is amended to include the following: If We do not provide, reimburse, or pay for a service that is covered under this Contract within 30 days after You provide proof of loss, You may file a claim directly with Plateau Casualty Insurance Company. The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. The Provider may cancel Your Contract if the reason for cancellation is 1) Nonpayment of provider fee 2) conviction of You of a crime having as one of its necessary elements an act increasing a hazard covered by the service contract 3) fraud or material misrepresentation made by You or a representative in obtaining the service contract or by You in pursuing a claim 4) discovery of grossly negligent act or omission by You that substantially increases the hazards covered by the Contract 5) physical changes in the property covered by the Contract that result in the property becoming ineligible for coverage under the Contract or 6) a substantial breach of duties by You related to the Covered Unit. The Provider shall mail a written notice to You at Your last known address at least 5 days prior to cancellation. The notice shall state the effective date and reason of the cancellation. Prior notice is not required for nonpayment of the Provider fee, fraud, or material misrepresentation by You in pursuing a claim under this Contract. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 7.5% of the unearned Provider fee, whichever is less.

ARIZONA: The Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and in a competent and workmanlike manner. Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices, as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, you may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Avenue, Suite 261, Phoenix, Arizona 85007, Attn: Consumer Affairs. You may directly file any complaint with the DIFI against a service company issuing an approved service contract under the provisions of A.R.S. §§20-1095.04 and/or 20-1095.09 by contacting the Consumer Affairs Division of the DIFI, phone number (602) 364-2499. The Cancellation section is amended to include the following: The Provider shall not cancel or void this contract if determined to be issued on any unit excluded under What Is Not Covered. The Provider shall not cancel or void this Contract for pre-existing conditions or exclude pre-existing conditions that were known or that reasonably should have been known by Us or the Selling Dealer selling the Contract on Our behalf. The Provider may not cancel this Contract due to acts or omission of the Selling Dealer or for reasons not within the knowledge or control of the Selling Dealer. The Provider may not cancel or void this Contract or determine this Contract to be ineligible due to gray market, high performance, and GM diesel autos. Costs or expenses for any mechanical or electrical alterations made to Your Unit are not covered if they are made by You or with Your knowledge and genuine factory parts installed by an authorized factory dealer are not used. If We are entitled to charge a cancellation fee, the fee will not exceed \$50.00 or 10% of the amount paid by You for this Contract, whichever is less.

If the Provider does not provide, reimburse, or pay for a service that is covered under this Contract within 30 days after You provide proof of loss, You may file a claim directly with Plateau Casualty Insurance Company.

ARKANSAS: Claims paid or pending will not be deducted from any cancellation refund in this state.

CALIFORNIA: The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor is Plateau Service Company dba Plateau Service Company of Tennessee, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632, License #6001067. The Administrator is Portfolio Services Limited, Inc. dba Portfolio Insurance Services, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254; (877) 705-4001. The Obligations section is amended as follows: Performance to You under this Contract is guaranteed by Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555, which is a California approved insurance company. You may file a claim with Plateau Casualty Insurance Company by calling (800) 752-8328 if any promise made in this Contract has been denied or has not been honored within 60 days after Your request. If You are not satisfied with Plateau Casualty Insurance Company's response, You may contact the California Department of Insurance at (800) 927-4357, or www.insurance.ca.gov. The Cancellation section is deleted in its entirety and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (877) 705-4001 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Unit. If this Contract is cancelled within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If this Contract is cancelled after 60 days of the Date of Sale, a pro rata refund of the Contract Purchase Price based off the greater of the days in force or the miles driven according to the term of the plan selected and the date coverage begins, less a cancellation fee of \$25 or 10% of the contract purchase price, whichever is less. A like refund will be paid for termination of this Contract if Your Unit is declared a total loss or repossessed. All refunds will be paid to the Lienholder, if any, otherwise to You. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. The Provider may cancel this Contract within the first 60 days provided a notice of cancellation, which will state the specific nature for cancellation, is mailed to You postmarked before the 61st day after the sale date. The Contract will then cease to be valid no less than 5 days after the postmark date of notice and a full refund of the purchase price will be paid. If a Provider pays a claim or has advised You in writing that a claim will be paid, then the Provider may deduct the amount of any claims paid prior to Provider cancellation during the first 60 days. The Provider may at any time cancel this Contract if there has been material misrepresentation or fraud at the time of sale or during the Contract term. If cancelled by the Provider for these reasons, notice of cancellation, which will state the specific nature for cancellation, will be mailed to You. If cancelled for these reasons during the first 60 days, You will receive a full refund of the purchase price. If cancelled for these reasons after the first 60 days or if the Provider has paid a claim or has advised You in writing that a claim will be paid during that period, a pro-rata refund will be paid less any claims paid. All refunds for Provider cancellations will be paid within 30 days from the effective date of cancellation. If the Provider cancels the Contract, the Provider will remain liable for any claim that is reported and covered under this Contract, so long as the claim is reported by You prior to the effective date of cancellation. You are deemed to have reported a claim if You completed the first step under the How to File a Claim section. The Provider will not cancel this Contract for a substantial breach of duties by You relating to the Unit or its use. The Disputes Regarding Your Contract section is deleted and replaced with the following: Read the following arbitration provision carefully. It limits certain of Your rights, including Your right to obtain relief or damages through court action. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. California Code of Civil Procedure § 1280, et seq., will govern and no federal, local, or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any claim covered by this provision. You also agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck.

COLORADO: The Provider's obligations under this Contract are insured under contractual liability insurance policy #1001.

CONNECTICUT: The coverage afforded by this Contract is still available should the Contract term lapse while Your Unit is in the custody of repair facility for a covered repair, and the expiration date of this Contract will be automatically extended until the covered repair is complete. If the parties to this Contract cannot reach an agreement after reasonable efforts to settle a dispute, You may mail a written complaint to State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816 Attention: Consumer Affairs. The written complaint must contain a description of the dispute, the Purchase Price of the Unit, the cost of repair, and a copy of this Contract. The Cancellation section is amended to include the following: You may cancel this Contract at any time, including if You return Your Unit or if Your Unit is sold, lost, stolen, or destroyed. The Obligations section is amended to include the following: You may file a claim with Plateau Casualty Insurance Company at the address and telephone number provided in this section should We fail to perform according to the terms of this Contract.

DISTRICT OF COLUMBIA: The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. A 10% penalty per month shall be added to a refund of any Contract which is cancelled within the first 60 days that is not paid or credited within 45 days after return of the Contract to the Selling Dealer. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the gross provider fee paid, whichever is less.

FLORIDA: The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. The Provider/Obligor/Administrator section is deleted in its entirety and replaced with the following: The Provider/Obligor/Administrator of this Contract is Portfolio SE, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, (833) 487-5446, Florida License number 31865. The sentence on the front page of this Contract "THIS CONTRACT IS NOT AN INSURANCE CONTRACT" and the sentence in the Obligations section "This Contract is not an insurance contract" are deleted in their entirety. The Cancellation section is amended as follows: If You cancel this Contract after the first 60 days, the cancellation fee will not exceed 10% of the unearned pro rata premium, or \$50, whichever is less. We may only cancel this Contract based on one or more of the following reasons: (a) if there has been a material misrepresentation or fraud at the time of sale of this Contract; (b) You have failed to maintain the Unit as described by the manufacturer; (c) the odometer has been tampered with or disabled and the contract holder has failed to repair the odometer; or (d) non-payment of the purchase price by You, in which case the Provider shall provide You notice of cancellation by certified mail. If We or the Lienholder cancel this Contract within the first 60 days, then We will refund the entire purchase price. If We cancel this Contract after the first 60 days, then We will refund to You not less than 100% of the unearned paid purchase price calculated on a pro-rata basis equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Unit was driven prior to cancellation. If the lienholder cancels this Contract after the first 60 days, then We will refund the unearned purchase price calculated on a pro-rata basis equal to the lesser amount produced using either the number of days the Contract was in force or the number of miles the Unit was driven prior to cancellation, less a cancellation fee not to exceed 10% of the unearned pro rata premium or \$50, whichever is less. **The Transfer fee is \$40.** The Disputes Regarding Your Contract section is deleted and replaced with the following: READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT LIMITS CERTAIN RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION. To begin Arbitration, either You or We must make a written demand to the other party for arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Consumer Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019 or visiting www.adr.org. We will advance to You all or part of the fees of the AAA and of the arbitrator. Unless You and We agree otherwise, the arbitration will take place in the county and state where You live. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. YOU AGREE AND UNDERSTAND THAT this arbitration provision means that You give up Your right to go to court on any Claim covered by this provision. You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. Please refer to the State Provisions section of this Contract for any added requirements in Your state. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree to waive and forever give up the right to a trial by jury. Instead, in the event any litigation arises between You and Us, any such lawsuit will be tried before a judge, and a jury will not be impaneled or struck. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a court of competent jurisdiction. The arbitration action will take place in the county where You reside.

GEORGIA: WHAT IS NOT COVERED: 1) repairs of components which have been modified by You or added to the Your Unit after purchase, 2) any repairs on Your Unit if Your mileage has been altered or if Your odometer has been tampered with while owned by You, or 3) any alterations made by You or with Your knowledge which cause Your Unit to be out of compliance with the manufacturer's specifications are not covered. The sentence "any pre-existing conditions..." is revised to read as follows: any pre-existing conditions known to You are not covered. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. Provider Cancellation: This Contract is non-cancelable by the Provider except for fraud, material misrepresentation, or failure to pay consideration. If the Provider cancels this Contract, You will receive written notice stating the reason for and effective date of the cancellation no less than 30 days before the effective date of such cancellation. If We are entitled to a cancellation fee after the full refund period, the fee will not exceed \$50 or 10% of the unearned pro rata purchase price, whichever is less. A 10% penalty per month shall be added to any refund that is not paid or credited within 45 days from the date You cancel this Contract. The Disputes Regarding Your Contract section is deleted.

GUAM: The Cancellation section is amended by the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If You cancel this Contract within 60 days and no claims have been paid, a 10% penalty per month will be added to any refund that is not paid or credited within 60 days of Your return of the Contract.

HAWAII: The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable.

IDAHO: Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Administration. Claims paid or pending will not be deducted from any cancellation refund in this state.

ILLINOIS: The Cancellation section is amended as follows: CANCELLATION FEE: \$50 or 10% of the refund amount, whichever is less. Claims paid or pending will not be deducted from any cancellation refund in this state.

INDIANA: Your proof of payment to the Selling Dealer for this Contract shall be considered proof of payment to the Insurance Company which guarantees the obligations of the Provider, provided such insurance was in effect at the time You purchased this Contract. This Contract is not insurance and is not subject to Indiana insurance law. The Obligations section is amended to include the following: If Your cancellation refund is not paid within 60 days of cancellation, You may request a refund from Plateau Casualty Insurance Company by calling (800) 752-8328.

IOWA: You may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 30 days after cancellation, then We will pay You a 10% penalty per month. If You cancel this Contract, the Provider shall mail a written notice to You within 15 days of the cancellation date. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the Contract purchase price, whichever is less.

LOUISIANA: This Contract is not regulated by the Louisiana Department of Insurance. Any concerns or complaints regarding Your Contract may be directed to the Attorney General's Office. The Cancellation section is amended to include the following: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. Such notice shall state the effective date and the reason for cancellation. Prior notice is not required if the reason for cancellation is (1) nonpayment of the provider fee, (2) a material misrepresentation by You to the Provider, or (3) a substantial breach of duties by You.

MAINE: The Obligations section is amended to include the following: If the Provider fails to pay or provide a cancellation refund within 60 days of cancellation, You may file a claim directly with Plateau Casualty Insurance Company by calling (800) 752-8328. The Cancellation section is amended as follows: If You cancel this Contract within 60 days, the Provider shall refund to You or the lienholder the full provider fee and any sales tax as required pursuant to state law, less any paid or pending claims. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If cancelled by the Provider, a written notice shall be mailed to You at Your last known address at least 15 days prior to cancellation. The notice will state the effective date and reason for cancellation. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the provider fee paid, whichever is less.

MARYLAND: If any part covered by this Contract is under repair or replacement at the time this Contract expires, the expiration date is extended automatically until the repair or replacement is complete. If We fail to perform Our obligations as outlined in this Contract prior to the term expiration, this Contract does not terminate, and the expiration date is extended automatically until Our obligations are completed in accordance with this Contract. The Cancellation section is amended to include the following: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. Emergency Travel Expense is amended as follows: Travel Expense: We will reimburse you for living expenses incurred, up to \$50.00 per day for a maximum of 3 days, in the event Your Unit is undergoing repairs covered by this Contract. Living expenses include local lodging and meals while Your Unit is being repaired, provided the disablement was at least 250 miles from Your residence. To receive reimbursement, You must submit valid printed receipt(s).

MASSACHUSETTS: NOTICE TO YOU: PURCHASE OF THIS CONTRACT IS NOT REQUIRED IN ORDER TO REGISTER OR FINANCE THE UNIT. THE BENEFITS PROVIDED UNDER THIS CONTRACT MAY DUPLICATE EXPRESS MANUFACTURER'S OR SELLER'S WARRANTIES THAT COME AUTOMATICALLY WITH EVERY SALE. THE SELLER OF THIS CONTRACT IS REQUIRED TO INFORM YOU OF ANY WARRANTIES AVAILABLE TO YOU WITHOUT THIS CONTRACT. The entity obligated to perform under this Contract, which is referred to as "We", "Us", or "Our" throughout this Contract, is the Selling Dealer listed on the first page of this Contract. Chapter 90, Section 7N.25 of Massachusetts General Laws requires an automobile dealer to provide a warranty covering certain classes of used motor units as follows: 1) Used units with less than 40,000 miles at the time of sale: Provides coverage for 90 days or 3,750 miles, whichever occurs first; 2) Used units with 40,000 miles or more, but less than 80,000 miles at the time of sale: Provides coverage for 60 days or 2,500 miles, whichever occurs first; 3) Used units with 80,000 miles or more, but less than 125,000 miles at time of sale: Provides coverage for 30 days or 1,250 miles, whichever occurs first. The Unit may be covered by this law; if so, the following is added to this Contract: In addition to the dealer warranty required by this law, You have elected to purchase this Contract, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Contract. The required dealer warranty is provided free of charge. The Cancellation section is amended to include the following: If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Administrator or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month.

MINNESOTA: The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If the Provider cancels this Contract, a written notice of cancellation will be mailed to You at the last known address at least 15 days before the cancellation date. We will mail You a written notice at least 5 days before cancellation if Our reason for cancellation is nonpayment of the Contract Purchase Price, material misrepresentation by You, or a substantial breach of duties by You. Such notices shall state the effective date of the cancellation and the reason for cancellation. The Disputes Regarding Your Contract section is amended to include the following: Any arbitration under this Contract will take place in the state where You reside or any other place agreed to in writing by You and Us.

MISSISSIPPI: The Cancellation section is deleted and replaced with the following: This Contract may be cancelled at any time. You may cancel this Contract by submitting a written request to the Selling Dealer or by contacting the Administrator at (877) 705-4001 and providing the following information: Your Contract number, VIN, and the make, model, and current mileage of Your Unit. If You cancel this Contract within 60 days of the Date of Sale, a full refund of the Contract Purchase Price will be paid, less the amount of any claims paid or pending. If You cancel this Contract after 60 days of the Date of Sale, then We will pay You a pro rata refund of the Contract Purchase Price equal to the amount produced using the number of days the Contract was in force prior to cancellation, less the amount of any claims paid or pending, and less a cancellation fee not to exceed 10% of the purchase price or \$50, whichever is less. We may cancel this Contract based on one or more of the following reasons: (a) non-payment of the purchase price; (b) a material misrepresentation made by You; or (c) a substantial breach of duties by You relating to the Unit or its use. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. If We cancel this Contract within the first 60 days, then We will refund the entire purchase price, less any paid or pending Claims. If We cancel this Contract after the first 60 days, then We will pay You a pro rata refund of the Contract Purchase Price equal to the amount produced using the number of days the Contract was in force prior to cancellation. We will not charge a cancellation fee if We cancel this Contract. If cancelled by You, Your refund will be paid within 30 days from the date the Administrator or Selling Dealer receives notice of the request to cancel or sooner if required by state law. If cancelled by Us, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month. In the event this Contract is properly transferred to an individual person purchasing Your Unit, this Contract may be cancelled by the new owner in accordance with this section. However, the right to cancel this Contract within the first 60 days for a full refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We cancel this Contract for non-payment of the purchase price, We will mail You notice of cancellation at least 10 days before the cancellation date. If We cancel this Contract for any reason other than non-payment of the purchase price, We will mail You notice of cancellation at least 30 days before the cancellation date. If We cancel this Service Contract, We will not charge a cancellation fee. The Disputes Regarding Your Contract section is deleted.

MISSOURI: The Cancellation section is amended to include the following: If this Contract is cancelled, You will receive a written confirmation of termination within 45 days of the cancellation date. If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, applies to the original purchaser and is not transferrable.

MONTANA: If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Unit or its use, We will mail written notice of cancellation to You at least 5 days before the cancellation date stating the cancellation date and reason for cancellation.

NEBRASKA: Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement.

NEVADA: If You are not satisfied with the manner in which We are handling the claim under this Contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234. This Contract is non-renewable. This Contract shall not be voided by Us unless You have committed fraud or material misrepresentation in obtaining this Contract or in presenting a claim for service hereunder. If We void this Contract for these reasons, a refund will be provided to You in accordance with the Cancellation section. The Cancellation section is amended to include the following: If You cancel this Contract, the cancellation fee is \$25. The right to cancel this Contract within the first 60 days for a refund of the purchase price only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month that the refund and any accrued penalties remain unpaid. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; (d) Your act or omission or violation of any condition of this Contract which occurred after the effective date of this Contract and substantially and materially increases the service required under this Contract; or (e) a material change in the nature or extent of the required service or repair which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Contract was sold. If We cancel this Contract, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date. No claim incurred or paid will be deducted from a cancellation refund due. The Transfer section is amended as follows: If You transfer this Contract, the transfer fee is \$25. The Disputes Regarding Your Contract section is amended to include the following: **IMPORTANT NOTICE ABOUT THE SERVICE CONTRACT FOR WHICH YOU HAVE APPLIED, THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ THE FOLLOWING INFORMATION CAREFULLY.** The Contract for which You have applied includes a binding arbitration contract. The arbitration contract requires that any dispute related to this Contract must be resolved by arbitration and not in a court of law. The results of the arbitration are final and binding on You and the insurance company. In an arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties. When You accept this Contract, You agree to resolve any dispute related to the Contract by binding arbitration instead of a trial in court, including trial by jury. Binding arbitration generally takes the place of resolving disputes by a judge and jury.

NEW HAMPSHIRE: In the event You do not receive satisfaction under this Contract, You may contact the New Hampshire Department of Insurance, 21 S. Fruit St, Concord, NH 03301, (800) 852-3416. The Cancellation section is amended as follows: The cancellation fee will not exceed \$50 or 10% of the Contract purchase price, whichever is less. Claims paid or pending will not be deducted from any cancellation refund in this state. The Disputes Regarding Your Contract section is amended to include the following: This section is subject to RSA 542 and any procedure will be brought in New Hampshire.

NEW JERSEY: The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund not later than 45 days after cancellation, then We will pay You a 10% penalty per month. If We cancel the Contract for any reason other than nonpayment of the Contract Purchase Price, material misrepresentation by You, or a substantial breach of duties by You, a written notice shall be delivered to You at Your last known address at least 5 days prior to the effective date of cancellation by the Provider. Such notice shall state the effective date and the reason for the cancellation.

NEW MEXICO: If You have any concerns regarding the handling of a claim under this Contract, You may contact the Office of Superintendent of Insurance at (855) 427-5674. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 60 days of cancellation, then We will pay You a 10% penalty of the Contract purchase price for each 30-day period or portion thereof that the refund remains unpaid if You cancel this Contract, and if We are entitled to charge a cancellation fee, the fee will not exceed the lesser of \$50 or 10% of the Contract purchase price. After this Contract has been in effect for at least 70 days, We may only cancel this Contract on one of the following grounds: (a) failure by You to pay an amount when due; (b) Your conviction of a crime which results in an increase in the service required under this Contract; (c) fraud or material misrepresentation by You in presenting a Claim; or (d) Your act or omission or violation of any condition of this Contract which occurred after the effective date of this Contract and substantially and materially the service required under this Contract. No cancellation of this Contract is effective until 15 days after We mail You notice of cancellation. The right to cancel this Service Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser.

NEW YORK: The Provider/Obligor/Administrator section is amended as follows: The Provider/Obligor is Plateau Service Company, P.O. Box 7001, Crossville, TN 38557, (888) 398-3632. The Administrator is Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254, (877) 705-4001. The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Unit or its use, We will mail You a written notice of cancellation at least 15 days prior to the cancellation date stating the cancellation date and reason for cancellation. The Obligations section is deleted and replaced with the following: **OBLIGATIONS:** This Contract is not an insurance contract. The Provider's obligations under this Contract are insured under a contractual liability insurance policy issued by Old Republic Insurance Company, 631 Excel Drive Suite 200, Mt. Pleasant, Pennsylvania 15666. In the event the Provider ceases to operate, is bankrupt or otherwise financially impaired or Your claim or cancellation refund is not paid within 60 days after proof of loss has been filed, You may file a direct claim with Old Republic Insurance Company. To do so, please call the following toll-free number for instructions: (724) 834-5000.

NORTH CAROLINA: Cancellation is amended as follows: We may only cancel this Contract for non-payment of the purchase price or for direct violation of the Contract by You. If We are entitled to charge a cancellation fee, the fee will not exceed \$50 or 10% of the amount of the refund due, whichever is less.

OKLAHOMA: This is not an insurance contract. Coverage afforded under this Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. The Provider/Obligor/Administrator section is amended as follows: Our service warranty association license number is 44201177. The Cancellation section is amended as follows: If You cancel this Contract after the first 60 days, then We will refund 100% of the unearned purchase price to You calculated on a pro-rata basis equal to the amount produced using the number of days the Contract was in force prior to cancellation. If We are entitled to charge a cancellation fee, the fee will not exceed 10% of the amount of the refund due or \$50, whichever is less. Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement.

OHIO: This Contract is not insurance and is not subject to the insurance laws of the state of Ohio.

OREGON: Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration under this Contract will take place in the county and state where You reside, or any other place agreed to in writing by You and Us.

SOUTH CAROLINA: In the event of a dispute with the Provider of this Contract, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467. The Cancellation section is amended as follows: The right to cancel this Contract within the first 60 days for a refund of the purchase price, less any paid or pending claims, only applies to the original purchaser and is not transferrable. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least 15 days prior to cancellation by the Us. Such notice shall state the effective date and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You.

TEXAS: The Administrator is Portfolio Services Limited, Inc., License #666. Unresolved complaints or questions concerning the regulation of service contracts (Extended Service Contracts) may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. The Cancellation section is amended to include the following: The right to cancel this Contract is not transferrable to a subsequent holder of this Contract. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month. If Your cancellation refund is not paid within 45 days after the Contract has been cancelled, You may request a refund from Plateau Casualty Insurance Company, 2701 N. Main Street, Crossville, Tennessee 38555. If the Provider cancels the Contract, the Provider shall mail a written notice of cancellation to You at the last known address before the 5th day preceding the effective date of cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price, a material misrepresentation by You, or a substantial breach of duties by You relating to Your Unit or its use. Such notice shall state the effective date of the cancellation and the reason for the cancellation.

UTAH: Coverage provided under this Contract is not guaranteed by the Property and Casualty Guaranty Association. This Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a claim made by the insured if the insured shows that it was not reasonably possible to give the notice or file the proof of loss within the prescribed time and that notice was given or proof of loss filed as soon as reasonably possible. The Cancellation section is amended to include the following: If We cancel this Contract, We will mail written notice of cancellation to You at least 30 before the cancellation date stating the cancellation date and reason for cancellation. If We cancel this Contract for non-payment of the purchase price, the cancellation is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. A lienholder may only cancel this Contract if You default, and the cancellation will take effect 13 days after notice of cancellation is mailed to Your last known address stating the effective date of cancellation. If this Contract is cancelled by the lienholder, then the refund method will be calculated using the same method as when cancelled by the Provider in

accordance with the Cancellation section of this Contract. This Contract is non-renewable. The Disputes Regarding Your Contract section is deleted and replaced with the following: Arbitration is only required if the claim in controversy exceeds the jurisdictional minimum of the small claims court of the state where the action would be brought and resolution by a small claims court having jurisdiction is not precluded. ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. You and We will each pay 50% of the fee required to begin arbitration. Any arbitration will be held in the county in which You maintain Your permanent residence. The Obligations section is amended to include the following: If We do not provide, reimburse, or pay for a service on any Claim under this Contract within 60 days after You provide proof of loss, or if We become insolvent or otherwise financially impaired, You may file a claim directly with Plateau Casualty Insurance Company for reimbursement, payment, or provision of the service.

VIRGINIA: If any promise made under this Contract has been denied or has not been honored within 60 days after Your request, You may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

WASHINGTON: In addition to the representations made by me on the first page of this Contract, by initialing the blanks below, I further represent and acknowledge that I have read and am familiar with the following aspects of this Contract.

- _____ 1. The material conditions that I must meet, including but not limited to, maintenance, to maintain Coverage under this Contract as provided in the How to File a Claim and Owner's Obligations sections of this Contract.
- _____ 2. The work and parts covered under this Contract as provided in the coverage sections of this Contract.
- _____ 3. The time and mileage restrictions provided in the Service Contract Information section of this Contract.
- _____ 4. That the implied warranty of merchantability on the Unit is not waived if this Contract is received within 90 days of the purchase date of the Unit from a provider who also sold the Unit covered by this Contract.
- _____ 5. The exclusions listed in each Exclusions section of this Contract.
- _____ 6. The right to return this Contract for a refund pursuant to the terms of this Contract as provided in the Cancellation section of this Contract.

The following Definitions are supplemented into this Contract: 1) Administrator: Portfolio Services Limited, Inc., 14651 Dallas Parkway, Suite 502, Dallas, TX 75254. The telephone number is (877) 705-4001; 2) Provider Fee / Unit Purchase Price: The consideration paid by the Contract Holder for this Contract; 3) Reimbursement Insurance Policy: The policy of insurance issued by Plateau Casualty Insurance Company to the Provider; 4) Service Contract or Contract: This Contract, which You have purchased for the Unit identified on the first page; 5) Unit: means any unit subject to registration under Chapter 46.16 RWC described on the first page that is covered under this Contract; 6) We, Us, Our, and Provider: Plateau Service Company, 2701 N. Main Street, Crossville, TN 38555, (888) 398-3632, who is contractually obligated to the Service Contract Holder under the terms of this Contract; 7) You, Your, and Service Contract Holder: The person who is the purchaser or holder of the Contract as shown on the first page.

The Cancellation section is deleted and replaced with the following: You may cancel this Contract at any time, including when a loss of the Unit occurs or when You sell the Unit without transferring this Contract to the purchaser. To cancel, You must submit a written request to the dealer that sold You the Unit or directly to Us. If You cancel this Contract within the first 60 days, then We will refund the entire purchase price. If You cancel this Contract after the first 60 days, then We will refund the unearned purchase price to You calculated on a pro-rata basis, and the refund will be equal to the amount produced using the number of days the Contract was in force prior to cancellation, less a \$25 cancellation fee. If We do not provide an applicable cancellation refund within 30 days of cancellation, then We will pay You a 10% penalty per month. If cancelled by You or the lienholder, Your refund will be paid within 30 days from the date the Provider or the Selling Dealership receives notice of the request to cancel or sooner if required by state law. We only have 60 days from the date of the sale of the contract to You to determine whether or not the Unit qualifies for the program. After 60 days, the Unit qualifies for the issued Contract, and We may not cancel the contract and are fully obligated under the terms of the Contract sold to You. If We cancel, We shall mail a written notice of cancellation to the last known address of the holder at least 21 days prior to the cancellation stating the effective date of the cancellation and the reason for the cancellation. If We cancel this Contract within the first 60 days, a full refund less any benefits pending or provided will be paid. If We cancel this Contract, Your refund will be paid within 45 days from the effective date of cancellation or sooner if required by state law. If We cancel this Contract for any reason, We will not charge a cancellation fee. All refunds will be paid to the Lienholder, if any, otherwise to You. In the event of repossession or total loss, the lienholder may request cancellation of this Contract and shall be the sole named payee. If the lienholder cancels this Contract within the first 60 days, a full refund will be paid. If the lienholder cancels this Contract after the first 60 days, a pro rata refund will be paid based on elapsed time relative to the original term, less a cancellation fee of \$25.

The Disputes Regarding Your Contract section is deleted and replaced with the following:

BINDING ARBITRATION PROVISION

Read the following arbitration provision carefully. It limits certain rights, including Your right to obtain relief or damages through court action.

To begin binding Arbitration, either You or We must make a written demand to the other party for Arbitration. The Arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules ("Rules") of the American Arbitration Association ("AAA") in effect when the Claim is filed. You may get a copy of these AAA's Rules by contacting AAA at 1633 Broadway, 10th Floor, New York, NY 10019, calling (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared equally between You and Us. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration. Unless You and We agree, the arbitration will take place in the county and state in which You maintain Your permanent residence. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern and no state, local or other arbitration law will apply. **You agree and understand that this arbitration provision means that You give up Your right to go to court on any claim covered by this provision.** You also agree that any arbitration proceeding will only consider Your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your claims. In the event this Arbitration provision is not approved by the appropriate state regulatory agency, and/or is stricken, severed, or otherwise deemed unenforceable by a court of competent jurisdiction, You and We specifically agree that any civil action relating to Your claim must be brought in the federal or state courts of competent jurisdiction within the State of Washington. The decision of the arbitrator shall be binding on You and Us and may be enforced in any court of competent jurisdiction within the State of Washington. Nothing in the Disputes Regarding Your Contract section invalidates Washington State law(s) which would otherwise be applicable to any arbitration proceeding arising from this Contract. Any arbitration will be held in the county in which You maintain Your permanent residence.

The Obligations section is deleted and replaced with the following: Our performance under this Contract is insured separately by an insurance policy issued to us by Plateau Casualty Insurance Company. If repairs have not been performed or if a verified claim for reimbursement for authorized service performed by a repairer has not been paid at any time, You may contact the insurance company directly at any time. Plateau Casualty Insurance Company, Policy No. 10048-WA, 2701 N. Main Street, Crossville, Tennessee 38555, (800) 752-8328.

WISCONSIN: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. In situations involving subrogation, the Contract Holder will be made whole before the company may retain amounts it has recovered. The Cancellation section is amended to include the following: If You or We cancel this Contract within the first 60 days, then We will refund the entire purchase price. If You or We cancel this Contract after the first 60 days, then We will refund 100% of the unearned provider fee to You calculated on a pro-rata basis equal to the amount produced using the number of days the Contract was in force prior to cancellation. The right to cancel this Contract within the first 60 days for a refund of the entire purchase price only applies to the original purchaser and is not transferrable. If We are entitled to charge a cancellation fee, the fee will not exceed 10% of the purchase price or \$50, whichever is less. If We cancel this Contract, We will mail You a written notice of cancellation at Your last known address at least 5 days prior to the cancellation date stating the cancellation date and reason for cancellation. If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. The Disputes Regarding Your Contract section is amended to include the following: Arbitration cannot be an absolute remedy and both parties must agree to arbitration.

WYOMING: The Cancellation section is amended as follows: If We do not provide an applicable cancellation refund within 45 days of cancellation, then We will pay You a 10% penalty per month which will be added to the amount of the refund. If We cancel this Contract for any reason other than non-payment of the purchase price, a material misrepresentation made by You, or a substantial breach of duties by You relating to the Unit or its use, We will mail written notice of cancellation to Your last known address at least 10 days before the cancellation date stating the cancellation date and reason for cancellation. The Disputes Regarding Your Contract section is amended as follows: Arbitration is not mandatory and is not binding unless You and We agree to be so bound in a separate agreement. Any arbitration will take place in Wyoming.