

RpmPlus Sport

150% Motorcycle, Dirt Bike, Trike, Scooter, ATV, Snowmobile & PWC

Guaranteed Asset Protection (GAP)

Deficiency Waiver Addendum

Agreement No. 700217558

RSG

CUSTOMER INFORMATION

Last Name Scibelli First Name Wayne Middle Initial _____
Street Address 428 Stonefield Cir Apt # _____
City Moncks Corner State SC ZIP 29461
Primary Phone Number (805) 341-8255 Secondary Phone Number _____

COVERED VEHICLE INFORMATION

☒ Motorcycle (Street-legal only) ☐ Dirt Bike ☐ ATV (Utility Vehicle) ☐ Snowmobile ☐ Personal Watercraft ☐ Scooter ☐ Trike
Make BMW Model K 1600 GTL Year 2016
Vehicle Identification Number (VIN) WB1061209GZZ26370 MSRP/NADA Value \$ 14,000.00 ☐ New ☒ Used
Addendum Retail Price \$ 500.00 Effective Date 05/19/2021
Amount Financed/Cap Cost \$ 13,115.89 Term (in Months) 48 GAP Term (in Months) 48
(Not to exceed \$60,000) (96 months max)
☒ Installment Sales Contract/Loan ☐ Balloon Loan/Lease ☐ Revolving Credit Line APR % 4

DEALER INFORMATION

Dealer # 34841 Dealer Name REFIJET Phone (800) 260-5355
Street Address 5775 DTC BLVD SUITE 400
City GREENWOOD VILLAGE State CO ZIP 80111

ASSIGNEE/LENDER INFORMATION

Assignee/Lender BMW BANK OF NORTH AMERICA
Street Address PO BOX 3608
City DUBLIN State OH ZIP 43016

THE PURCHASE OF THIS GUARANTEED ASSET PROTECTION DEFICIENCY WAIVER ADDENDUM IS NOT REQUIRED IN ORDER TO OBTAIN CREDIT OR ANY PARTICULAR OR FAVORABLE CREDIT TERMS. CUSTOMER HAS THE RIGHT TO CONSULT AN INSURANCE AGENT TO DETERMINE WHETHER SIMILAR COVERAGE MAY BE OBTAINED AND AT WHAT COST. GAP BENEFITS MAY DECREASE OVER THE TERM OF THE CONSUMER CREDIT SALE OR CONSUMER LOAN. CUSTOMER MAY CANCEL THIS ADDENDUM FOR ANY REASON AND NO REASON WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE ADDENDUM AND RECEIVE A FULL REFUND SO LONG AS NO LOSS OR EVENT COVERED BY THE ADDENDUM HAS OCCURRED. THIS ADDENDUM IS NOT A SUBSTITUTE FOR COLLISION OR PROPERTY DAMAGE INSURANCE. REFINANCING THE COVERED VEHICLE/FINANCE AGREEMENT VOIDS THIS ADDENDUM. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.

I (CUSTOMER), WHOSE SIGNATURE APPEARS BELOW, ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS DEFICIENCY WAIVER ADDENDUM IN ITS ENTIRETY; I UNDERSTAND THAT I AM ENTERING INTO A CONTRACTUAL AGREEMENT WITH THE DEALER/ASSIGNEE; I AGREE TO ALL OF ITS PROVISIONS, TERMS AND CONDITIONS; AND I AM REQUESTING COVERAGE. **I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN THIRTY (30) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER THIRTY (30) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA. IF THE ADDENDUM RETAIL PRICE WAS INCLUDED IN THE FINANCING OF THE COVERED VEHICLE, ANY REFUND FOR A CANCELLED ADDENDUM MAY BE APPLIED BY THE DEALER/ASSIGNEE AS A REDUCTION OF THE OVERALL AMOUNT OWED UNDER THE FINANCE AGREEMENT, RATHER THAN APPLYING THE REFUND STRICTLY TO THE PURCHASE PRICE OF THE ADDENDUM. THIS ADDENDUM DOES NOT TAKE THE PLACE OF INSURANCE ON THE VEHICLE. REFINANCING THE COVERED VEHICLE/FINANCE AGREEMENT VOIDS THIS ADDENDUM.**

Customer Signature _____ Date 05/19/2021 Dealer Signature _____ Date 05/19/2021

COVERAGE

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

Pursuant to this Addendum, the Dealer/Assignee will waive the amount equal to the Unpaid Net Balance less the Actual Cash Value of the Covered Vehicle, both as defined herein, including the amount of Your Primary Insurance deductible up to five hundred (\$500) dollars.

Customer Signature _____ Date 05/19/2021 Dealer Signature _____ Date 05/19/2021

Administrator: **SAFE-GUARD PRODUCTS INTERNATIONAL, LLC** • Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 1-833-950-0130

TERMS AND CONDITIONS

1. INTRODUCTION AND PARTIES

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

2. DEFINITIONS

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

Actual Cash Value means the retail value of the Covered Vehicle, on the Date of Loss, prior to its physical damage or theft, as determined by the Primary Insurer. If no Primary Insurer exists, the Primary Insurer has been declared insolvent, or the Primary Insurance policy has either a stated value or a limit of liability that is less than the value of the Covered Vehicle, the retail value will be determined using the nationally- or regionally-recognized guide, such as National Automobile Dealers Association (NADA) or Kelley Blue Book (KBB), based on the best information available on the Covered Vehicle's options, mileage and condition. If Administrator provides Customer with evidence that Primary Insurer did not pay a fair Actual Cash Value or missed options/equipment on the Covered Vehicle, Customer may be required to contact Primary Insurer to request a higher Actual Cash Value and payment.

Administrator means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA, 1-833-950-0130.

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

Commercial Use/Vehicle means utilization of the Covered Vehicle for any commercial purpose. A vehicle registered as commercial to a business or covered by a commercial Primary Insurance policy shall be deemed commercial. Vehicles used for competitive driving, racing, off-road use, hire to the public, rideshare services, taxicabs, livery, delivery services, rental, pool vehicles, emergency vehicles or if equipped or identified as a snow plow are deemed commercial. Trailers, special commercial optional equipment, accessories and body components are not covered.

Covered Vehicle means the vehicle listed on the Registration Page that is the subject of the Finance Agreement and is a motorcycle, dirt bike, scooter, trike, ATV (utility vehicles), snowmobile or personal watercraft (PWC).

Customer means the purchaser/lessee of the Covered Vehicle, as listed in the Registration Page.

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

Dealer means the motorcycle/powersport dealership listed on the Registration Page.

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

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

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

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

Registration Page means the first page of this Addendum.

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

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

Unpaid Net Balance means:

A. If the Vehicle is financed by an Installment Sales Contract/Loan/Lease, Unpaid Net Balance means the amount owed by the Customer to clear the

outstanding Installment Sales Contract/Loan/Lease account as of Date of Loss.

B. If a revolving line of credit or credit card is used to purchase the vehicle, the Unpaid Net Balance shall be the amount owed by the borrower to clear the outstanding instrument account upon the date of loss.

C. The Unpaid Net Balance shall not include amounts previously owed for unpaid installments, legally permitted delinquency fees, fees for the return or dishonor of checks or other instruments tendered as payment, premiums for creditor imposed property damage insurance, and deferral fees.

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

3. DISCLAIMERS

A. If this transaction contains a fee or premium for guaranteed asset protection, all holders and assignees of this consumer credit transaction are subject to all claims and defenses which the consumer could assert against the original creditor resulting from the consumer's purchase of guaranteed asset protection.

B. This Addendum is only available on Finance Agreements with terms of ninety-six (96) months or less. No coverage is provided if the Term exceeds ninety-six (96) months. In the event a Customer receives an Addendum with a term exceeding ninety-six (96) months, no Waiver Benefit will be provided; however, the Customer is entitled to a full refund of the Addendum Retail Price.

C. This Addendum is only available on Finance Agreements where the Amount Financed is less than or equal to one hundred fifty (150%) percent of the MSRP for New vehicles and NADA retail for Used vehicles as determined on the Effective Date. No coverage is provided if the Amount Financed exceeds one hundred fifty (150%) percent. In the event a Customer receives an Addendum and the Amount Financed exceeds one hundred fifty (150%) percent, no Waiver Benefit will be provided; however, the Customer is entitled to a full refund of the Addendum Retail Price.

D. This Addendum is only available on Finance Agreements for vehicles with an MSRP (for New vehicles) or NADA retail value (for Used vehicles) of sixty thousand (\$60,000) dollars or less as determined on the Effective Date. No coverage is provided if the MSRP or NADA retail value exceeds sixty thousand (\$60,000) dollars. In the event a Customer receives an Addendum and the MSRP or NADA retail value exceeds sixty thousand (\$60,000) dollars, no Waiver Benefit will be provided; however, the Customer is entitled to a full refund of the Addendum Retail Price.

E. This Addendum only provides a Waiver Benefit for the Covered Vehicle. If more than one vehicle is financed on the same Finance Agreement, then the Unpaid Net Balance will be reamortized as if the Covered Vehicle was the only vehicle financed on the Finance Agreement.

F. Any portion of the Customer's Primary Insurance deductible that exceeds five hundred (\$500) dollars will not be included in the Waiver Benefit amount and will not be covered by this Addendum. If no Waiver Benefit is due under this Addendum, no coverage will be provided for the Primary Insurance deductible amount. Additionally, in the event the Customer's Primary Insurance deductible amount is greater than the Waiver Benefit amount, the Dealer/Assignee will only waive the portion of the Primary Insurance deductible up to the Waiver Benefit amount. Customer will not be paid or reimbursed directly for any Primary Insurance deductible amount.

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

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

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

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

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

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

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

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

O. Coverage under this Addendum is not available for custom vehicles.

P. This Addendum terminates upon (i) cancellation by Customer or Dealer/Assignee (in the event of a repossession of the Covered Vehicle); (ii) Customer's refinancing of the Covered Vehicle's Finance Agreement; (iii) payment in full of the original Finance Agreement; (iv) at midnight on the earlier of (a) the original maturity date of the Finance Agreement or (b) the original maturity date of the Addendum as calculated from the Effective Date; or (v) upon Customer's receipt of a Waiver Benefit or denial letter confirming that no Waiver Benefit is due under the Addendum. If the original term of the Finance Agreement is extended for any reason, the term of this Addendum will not be likewise extended.

4. EXCLUSIONS

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

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

B. Resulting directly or indirectly from any dishonest, fraudulent or illegal act by the Customer, family member or other person acting under the Customer's authority;

C. Caused by a wilful, wanton or recklessly negligent act by the Customer, family member or other person acting under the Customer's authority;

D. That is part of a fleet that is intended for use as a public or livery conveyance, or any Commercial Vehicle or vehicle being used for Commercial Use;

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

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

G. When the Total Loss or theft results directly or indirectly from the Customer's or Customer's authorized representative's driving under the influence, driving while intoxicated, or driving without a valid license;

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

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

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

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

L. Due to the operation, use, or maintenance of the Covered Vehicle in any race or speed contest.

M. To other than the standard or optional equipment available from the manufacturer of the covered collateral.

5. TRANSFER

This Deficiency Waiver Addendum is transferable if the Finance Agreement is assumed by a third party individual, no terms of the Finance Agreement are modified other than the identity of the Customer/Borrower, and the twenty-five (\$25) dollar transfer fee is received by Administrator within thirty (30) days of the Covered Vehicle's transfer. Copies of the Registration Page, the revised Finance Agreement and a check for twenty-five (\$25) dollars are required by Administrator to process the transfer request. This Addendum is not transferable to another vehicle or another Finance Agreement.

6. CANCELLATION

This Addendum is cancelable. To cancel the Addendum, Customer must provide Administrator or Dealer with written notice of Customer's request to cancel the Addendum. This Addendum may be cancelled for a full refund of the Addendum Retail Price within thirty (30) days of the Effective Date of the Addendum provided that no Waiver Benefit has been provided. After thirty (30) days any refunds will be calculated pro-rata. However, in the event a Waiver Benefit has been provided, this Addendum will be deemed as fully earned, and no refund will be due or paid to the Customer. Customer must provide the written request for a refund to Administrator or Dealer within ninety (90) days of the requested effective date of cancellation of this Addendum or the occurrence of the event terminating the Finance Agreement. Any refund due under this Addendum will be made payable to the Assignee/Lender unless Customer

provides Administrator with written documentation from Assignee/Lender stating the Finance Agreement has been paid in full. If the cancellation of the Addendum occurs as a result of a default under the Finance Agreement or the repossession of the Covered Vehicle, any refund due may be paid directly to the Assignee/Lender. If the Addendum Retail Price was included in the financing of the Covered Vehicle, any cancellation refund may be applied by the Assignee/Lender as a reduction of the overall amount owed under the Finance Agreement rather than applying the refund strictly to the Addendum Retail Price.

7. WAIVER BENEFIT REQUIREMENTS (HOW TO FILE A CLAIM)

To initiate a request for a Waiver Benefit, Customer must submit a written request for a Waiver Benefit or at least one (1) of the documents listed below to Administrator within ninety (90) days of the Settlement Date (or within ninety (90) days of the requested effective date of cancellation of this Addendum or of the Date of Loss if there is no Primary Insurance on the Covered Vehicle or Primary Insurance settlement), or the date the Assignee/Lender notifies Customer of any deficiency balance owed, whichever is later. Additionally, Customer must submit all documents listed below to Administrator within two hundred ten (210) days of the Settlement Date (or within two hundred ten (210) days of the Date of Loss if there is no Primary Insurance on the Covered Vehicle), or the date the Assignee/Lender notifies Customer of any deficiency balance owed, whichever is later, before any Waiver Benefit under this Addendum can be processed. It is Customer's responsibility to provide the required documentation to Administrator. Failure to properly initiate a claim within ninety (90) days of the Settlement Date, or the date the Assignee/Lender notifies Customer of any deficiency balance owed, whichever is later, and/or failure to provide the required documentation within two hundred ten (210) days of the Settlement Date, or the date the Assignee/Lender notifies Customer of any deficiency balance owed, whichever is later, will VOID this Addendum and no Waiver Benefit will be processed. Customer should submit all documents to Administrator via e-mail to claims@sgintl.com, via fax to 678-553-1372, or via mail to Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-950-0130.

A. Complete copy of the Primary Insurance Settlement Statement substantiating the date of and cause of the Total Loss of the Covered Vehicle, gross settlement amount, deductible and net settlement amount. Should Customer not have collectible physical damage insurance on the Date of Loss, it is Customer's responsibility to advise Administrator in writing immediately when the Total Loss is discovered, and Administrator will arrange for an independent appraisal in order to calculate the Actual Cash Value of the Covered Vehicle immediately prior to the Total Loss. The cost of the appraisal will be deducted from the amount of any Waiver Benefit and will be payable to Administrator from the Customer in the event no Waiver Benefit is due.

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

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

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

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

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

G. Copy of Buyer's Order/Purchase Order from the Dealer substantiating make, model, year, mileage and vehicle options.

H. Copy of GAP Addendum.

I. Copy of Police Report, if a Police Report was filed. Please note, a Police Report is required if the Total Loss was a result of the theft of the Covered Vehicle.

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

K. Any additional documents reasonably requested by Administrator.

PLEASE MAKE SURE all documents are totally legible, otherwise the Waiver Benefit may be delayed until legible copies can be obtained.

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

CUSTOMER'S RIGHT TO CANCEL OPTIONAL GUARANTEED ASSET PROTECTION

CUSTOMER HAS THE UNCONDITIONAL RIGHT TO CANCEL FOR A FULL REFUND WITHIN THIRTY (30) DAYS AFTER THE PURCHASE OF THE GAP WAIVER ADDENDUM. TO CANCEL this GAP Waiver Addendum, You must send written notice to the Administrator, Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, postmarked no later than thirty (30) days after the GAP Waiver Addendum was purchased for a full, one hundred (100%) percent refund. The unearned balance of the Addendum Retail Price to be refunded will be calculated as follows:

- If termination is effective within the first 30 days, a one hundred percent (100%) refund will be made.
- If termination is effective after the first thirty (30) days, the unearned portion will be calculated based on the pro-rata method. The earned portion will not be returned.

The Assignee/Lender will be named as sole payee on any refund if the GAP Waiver Addendum is terminated due to repossession. As long as the Finance Agreement remains in force, the Assignee/Lender will also be named as sole payee on any refund due to termination requested by You. However, in the event of payment of a loss for the Covered Vehicle under the GAP Waiver Addendum, there will be no return of any portion of the Addendum Retail Price.

You have the right to cancel the optional guaranteed asset protection, which You purchased and financed through:

_____ on _____
(Name and Address of Assignee/Lender) (Date)

If You wish, You may use this page as Your written notice by writing, "I hereby cancel this GAP Waiver Addendum" and by adding Your name, address and the date. This page and the original GAP Waiver Addendum must be sent or delivered to us before midnight of the thirtieth (30th) day after the date the GAP Waiver Addendum was mailed or otherwise delivered to You. Keep a copy of this page for Your records. If You cancel the GAP Waiver Addendum within thirty (30) days of the Effective Date of the Addendum, Your Finance Agreement balance will be credited for the full amount of the Addendum Retail Price.

Customer Name: _____