

**FIRST AUTOMOTIVE SERVICE CORPORATION, NM
ADMINISTRATIVE SERVICES
MBPI EXTRA-Globe Acceptance, Inc. Program
AUTOMOBILE DEALER AGREEMENT**

EFFECTIVE on the _____ day of _____, 20_____

(Dealer Name)

(Street Address)

(City, State, Zip)

Hereinafter referred to as DEALER and FIRST AUTOMOTIVE SERVICE CORPORATION, NM., a New Mexico corporation, hereinafter referred to as OBLIGOR.

In consideration of the mutual premises contained herein and other good and valuable consideration, the parties hereto agree to the terms and conditions of this Agreement.

ARTICLE I - DEFINITIONS

1. The term DEALER refers to a franchised and/or licensed retailer/lessor of new and/or used motor vehicles.
2. The term OBLIGOR refers to FIRST AUTOMOTIVE SERVICE CORPORATION, NM.
3. The term ADMINISTRATOR refers to MECHANICAL BREAKDOWN PROTECTION, INC. (MBPI) who provides administrative services for the Vehicle Service Contract Program.
4. The term VEHICLE SERVICE CONTRACT(S) refers to the Vehicle Service Contracts administered by the ADMINISTRATOR.
5. The term APPLICATIONS refers to the Vehicle Service Contract Application(s) provided by the ADMINISTRATOR.
6. The term PROGRAM refers to the current and future Vehicle Service Contract Programs designed and administered by the ADMINISTRATOR and OBLIGOR.
7. The term FINANCE COMPANY refers to Globe Acceptance, Inc. (GAI) who will provide reporting, remittance and refunding services for the program.

ARTICLE II - DEALER'S OBLIGATIONS

1. DEALER, as an Automobile Dealer, agrees to offer to the Purchasers of vehicles that are sold by the DEALER, certain Vehicle Service Contract(s) of the Vehicle Service Contract Programs of the ADMINISTRATOR.
2. The DEALER agrees to follow the instructions, procedures and underwriting guidelines as outlined by the ADMINISTRATOR and to only use applications/forms and promotional materials provided by the ADMINISTRATOR.
3. The DEALER shall account for all numbered applications provided it by the ADMINISTRATOR.
4. The DEALER agrees to have no authority to make, alter, modify, waive or discharge any terms or conditions of the Vehicle Service Contract Program(s) or any performance thereunder and not to incur any liability on behalf of the ADMINISTRATOR or the Insurer.
5. The FINANCE COMPANY agrees to collect all moneys in connection with the issuance of the Vehicle Service Contract Application(s) and those moneys shall be held in a fiduciary trust capacity and the FINANCE COMPANY shall be responsible for the proper and timely remittance of said moneys to the ADMINISTRATOR.
6. The FINANCE COMPANY agrees to report by the tenth (10) day of each month, all Applications issued in the prior month (including all VOIDED Applications) to the ADMINISTRATOR on the proper remittance form and accompanied by a remittance for the total cost (as specified on the then current rate chart). Such remittance shall be made payable to the Insurance Company and mailed to the security lock box established by the Insurance Company.

7. The DEALER acknowledges, understands and agrees the ADMINISTRATOR has the right to decline and reject Applications that are not produced in accordance with the then current eligibility requirements which are established by the ADMINISTRATOR.
 8. The DEALER acknowledges that Applications will not be accepted, considered or valid until the total cost has been remitted. DEALER assumes total responsibility and all liability on Applications not reported to the ADMINISTRATOR within the time frame previously specified.
 9. The DEALER agrees, as an automobile dealer, to make available their repair facility to Purchasers of Vehicle Service Contracts provided by the ADMINISTRATOR and to perform repairs in accordance with the Service Department Guidelines Manual provided by the ADMINISTRATOR. Those procedures as set forth in the Manual, may be revised in writing from time to time.
 10. The DEALER agrees not to produce or submit an Application on any vehicle unless all components and parts are functioning properly at the time the vehicle is sold and the Application is completed.
-
11. The DEALER represents and warrants that its performance, pursuant to the terms of this Agreement, is in compliance with all Federal, State and Local laws and will be so throughout the term of this Agreement.

ARTICLE III - ADMINISTRATOR'S OBLIGATIONS

1. The ADMINISTRATOR shall provide Vehicle Service Contract Programs to Purchasers of Vehicles sold by the DEALER, and to assist in the installation and marketing of such Programs.
2. The ADMINISTRATOR agrees to prepare and supply to the DEALER, at no cost, all required quantities of numbered Applications, promotional materials and other forms incidental to the Vehicle Service Contract Programs.
3. The ADMINISTRATOR agrees to provide the DEALER with Vehicle Service Contract Programs and the instructions, procedures and underwriting guidelines of such Programs which may change from time to time.
4. The ADMINISTRATOR agrees to provide through an insurance company, a Contractual Liability Policy which will provide for the payment of all properly submitted and valid claims in connection with all Vehicle Service Contracts administered under this Agreement.
5. The ADMINISTRATOR or the Program insurer shall not be obligated under the terms of this Agreement to reimburse the DEALER, their facility or any person for any amounts not due under this Agreement or Vehicle Service Contract.
6. The OBLIGOR and the ADMINISTRATOR shall have the right to inspect the books and records of the DEALER, or its repair facility, with reference to all data that is generated under this Agreement, or the Purchaser's Vehicle Service Contract, at all reasonable times during the life of this Agreement or the Vehicle Service Contract, or for such length of time as contractual liability continues to exist.

ARTICLE IV - CANCELLATIONS

1. In the event a request for cancellation is received by the ADMINISTRATOR from the Purchaser or Lienholder, in accordance with the terms and conditions of the Contract, the ADMINISTRATOR will:
 - a) Calculate and determine the pro rata refund percentage figure based on the time or mileage, whichever refund is less, less any claims paid.
 - i) If a request is made within sixty (60) days of purchase, and no claims have been filed, a flat cancellation will be allowed.
 - ii) If a request is made after sixty (60) days of purchase, or a claim has been filed, a pro rata refund percentage figure will be provided.

- b) The ADMINISTRATOR agrees to pay the pro rata unearned refund based on the consideration received from the DEALER.
- c) The DEALER agrees to pay the pro rata unearned portion of its commission originated from the Program sale.
- d) All cancellations are subject to a fifty dollar (\$50.00) processing fee.

ARTICLE V - GENERAL PROVISIONS

1. Except for acts involving their own willful misconduct, the OBLIGOR and the ADMINISTRATOR shall not be liable for the obligations of the DEALER under any Application issued by the DEALER or for any costs or expenses incurred by the DEALER, nor shall it be liable for any action taken by the DEALER, and the OBLIGOR and the ADMINISTRATOR shall be indemnified and held harmless by the DEALER for all loss, cost or expense, including attorney fees.
2. This Agreement may be terminated by either party, giving thirty (30) days written notice, by certified mail to the other at their last known address. In the event of termination, the provisions of this Agreement shall remain in force with respect to Applications submitted under the terms and conditions of this Agreement, Vehicle Service Contracts issued prior to such termination, and the provisions of this Agreement shall continue to apply until the expiration of all such issued Vehicle Service Contracts. Upon notification of termination of this Agreement, all unissued Applications, promotional materials and other forms shall be returned to the ADMINISTRATOR within fifteen (15) days.
3. This Agreement shall be binding upon the parties hereto, their successors and assigns, but neither the rights nor the obligations of the parties shall be assignable without written consent of the parties. This Agreement incorporates and includes all agreements between parties and may only be amended in a written document signed by all parties hereto.
4. The terms of this Agreement shall be construed under the laws of the State of Missouri, without regard to conflicts of law principles, and any legal action filed under this Agreement against ADMINISTRATOR must be filed in the Circuit Court of Jackson County, Missouri or in the Federal District Court for the Western District of Missouri at Kansas City. This Agreement shall be valid and enforceable upon execution by all parties.
5. The terms of this Agreement shall be construed under the laws of the State of New Mexico, without regard to conflicts of law principles, and any legal action filed under this Agreement against OBLIGOR must be filed in the Circuit Court of Bernalillo County, New Mexico or in the Federal District Court for Albuquerque, New Mexico. This Agreement shall be valid and enforceable upon execution by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the date indicated.

Dealer Name (Print or Type)

FIRST AUTOMOTIVE SERVICE CORPORATION, NM.
Obligor Name

Address

AFC BUILDING 4 2400 LOUISIANNA NE
Address

City/State/Zip

ALBUQUERQUE, NEW MEXICO 87110
City/State/Zip

Signature - Corp. Officer Date

Signature - Corp. Officer Date

GLOBE ACCEPTANCE, INC.
Finance Company

Signature- Corp. Officer Date

Address

City/State/Zip

**ADMINISTRATIVE SERVICES
APPLICATION
FOR
ADMINISTRATIVE SERVICES
(PLEASE PRINT OR TYPE)**

Dealership Information:		
Dealership Legal Name: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Federal ID Number: _____	Telephone Number: _____	Fax Number: _____
Franchise Information:		
Franchise Dealer? (please check one) <input type="checkbox"/> Yes <input type="checkbox"/> No	Average Number of Units Sold Each Month: NEW _____ PRE-OWNED _____	Franchise Dealer Makes: _____
Dealership Staff Information:		
I. Dealer/Principal/Owner: _____		III: General Manager: _____
II: Business Manager: _____		IV: Comptroller/Office Manager _____
		V: Service Manager _____
Labor & Rate Information:		
Labor Rate: a) Approved/Posted Retail \$ _____ b) Dealership Internal Rate \$ _____ c) Dealership Car Rental Rate \$ _____		Sales Tax: Tax Rate: _____ % <input type="checkbox"/> Parts Only <input type="checkbox"/> Parts & Labor
Labor Manual Used:		
Rate Charts Installed: Rate Code: _____ <i>(located in bottom left-hand corner of Rate Card) (copy of rate cards installed must be attached)</i>		Program Options:
Special instructions for handling this Dealer _____ _____ _____		

(THIS APPLICATION MUST BE SIGNED BY A CORPORATE OFFICER)

Corporate Officer Name: _____ Title _____

Signature _____ Date _____

Agent Name _____ Account Number _____

Signature _____ Date _____

EXTRA
ADMINISTRATIVE SERVICES
NO-CHARGEBACK PROGRAM ADDENDUM

This ADDENDUM joins to and becomes a part of the Automobile Dealer Agreement for Administrative Services between _____ ("Dealer") AND FIRST AUTOMOTIVE SERVICE CORP. NM. The term "ADMINISTRATOR" refers to MECHANICAL BREAKDOWN PROTECTION, INC. (MBPI) who provides administrative services for the vehicle service contract program.

In the event of the cancellation of a valid Vehicle Service Contract ("VSC") more than ninety (90) days from the VSC sale date, the cancellation refund amount provided by ADMINISTRATOR will include the unearned pro-rata share of DEALER'S profit. In no event shall the total of DEALER'S profit and any DEALER override exceed two hundred dollars (\$200). DEALER'S cost for each VSC will include a fee of seventy-five dollars (\$75) for DEALER'S participation in the No-Chargeback Program. All VSC's written by the DEALER with ADMINISTRATOR while this ADDENDUM is in force are included in the DEALER'S No-Chargeback Program and are subject to the seventy-five dollar (\$75) per VSC fee.

The effective date of this ADDENDUM shall be the date signed by DEALER below and all VSC's with sale dates on or after that effective date shall be included in DEALER'S No-Chargeback Program and subject to the seventy-five dollar (\$75) per VSC fee.

This ADDENDUM can be terminated by DEALER or FIRST AUTOMOTIVE SERVICE CORP. NM, at any time by either party providing the other thirty (30) days written notice. All valid VSC's issued while this ADDENDUM is in effect will be subject to the terms of this ADDENDUM.

Except as herein specified, all other terms and conditions of the Automobile Dealer Agreement for Administrative Services remain in force and unchanged until amended or terminated.

Witnessed:

_____ By: _____
Witness Signature Corporate Officer of Dealership Date

Witnessed:

_____ By: _____
Witness Signature Authorized Signature Date
INSURANCE CARRIER

Franchises Represented: _____

See Barry Kindler

Cyclone / Globe Program

No Back Page, please remove.



Rate Card Request Form

AGENT NAME: Robert Miller Delivery: _____
 _____ Mail to dealership
 Date of Request: 4-6-07 Mail to agent
 _____ Agent will pick up

Please Allow 1 to 2 working days to process rate card

Dealer No. (MBPI to Complete)	Dealer Name & Address
	<i>All these Globe Acceptance Dealers will be on the same rate card.</i>

Reason for Request & Special Instructions:

(Retail) cards only - 3 months / 3000 miles + 200⁰⁰
- 12 months / 12,000 miles + 400⁰⁰
- 24 months / 24,000 miles + 400⁰⁰

** Remove or put N/A on 36/36 and 48/48 and remove processor plus plans*

What State Will Cards Be Used?	QUANTITY NEEDED:	OPTIONS	TOTAL & CODE
<u>Iowa</u>	<u>12</u>	<input type="checkbox"/> Over remit: \$ _____ <input type="checkbox"/> In-Dealer Pack: \$ _____ <input type="checkbox"/> Retail: \$ _____ <input type="checkbox"/> Disappearing Deductible: \$ _____ <input checked="" type="checkbox"/> <u>MBPI EXTRA</u> \$ <u>75</u> <input checked="" type="checkbox"/> No-Chargeback: \$ _____ (\$55 on Allstate) (\$75 on VVG2) <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other \$ _____	Regular Rate Commission Code RATE CHART CODE (MBPI to Complete) Total Over Base Rate (MBPI to Complete)
PLEASE MARK WHICH KIND OF RATES YOU ARE REQUESTING CARDS FOR: <input type="checkbox"/> ALLSTATE RATES <input checked="" type="checkbox"/> <u>MBPI Extra</u> <input type="checkbox"/> ALLSTATE REWARDS <input type="checkbox"/> VEHICLE VALUE <input type="checkbox"/> GUARD II		Total Options:	Processor's Initials: (MBPI to Complete)

Approved by: Karen Sammons or Cathie Koch

Date: _____

First Day Coverage Including Seals & Gaskets up to 125,000 miles.

TERMS LESS THAN ONE YEAR		24 Months / 24,000 Miles					
ALL VEHICLES EXCEPT CLASS E	3 Months / 3,000 Miles unlimited mileage	6 Months / 6,000 Miles up to 150,000 miles	A	B	C	D	E
Powertrain	299	379	1044	1064	1274	1444	1683
Classic	329	434	1084	1104	1330	1654	1968
12 Months / 12,000 Miles							
	A	B	C	D	E		
Powertrain	Any Year						
UP to 100,000	964	1024	1149	1238	1318		
100,001 - 150,000	984	1114	1284	1358	1433		
Classic	Any Year						
UP to 100,000	984	1093	1215	1284	1399		
100,001 - 125,000	1014	1156	1263	1379	1484		
125,001 - 150,000	1029	1178	1298				
Ultra	Current + 19 Years						
UP TO 80,000	1110	1180	1370	1477	1569		
80,001 - 100,000	1120	1195	1390	1511	1611		
100,001 - 150,000	1178	1258	1448				
Premier	Current + 8 Years						
UP to 70,000	1194	1315	1474	1754	2114		
70,001 - 90,000	1304	1389	1564				
All Plans are \$100 Deductible. See reverse side for ineligible vehicles.							
Eligibility Guidelines							
CLASS A: All Asian two wheel drive vehicles.							
CLASS B: All Domestic and VW two wheel drive vehicles & Asian four wheel drive vehicles							
CLASS C: All Domestic and VW Vehicles with all-wheel drive and 4 wheel drive & VW Turbo Diesels							
CLASS D: Cadillac, Lincoln, and vehicles with turbos, diesels, or superchargers.							
CLASS E: All Audi, BMW, Mercedes, Saab, Volvo models & One-Tons (Excluding VW)							

INELIGIBLE VEHICLES FOR ALL PLANS

FORD GT, DODGE VIPER & STEALTH, ACURA NSX, RENTAL VEHICLES, RAM SRT-10 TRUCK, MOTORHOMES & RV's, MITSUBISHI 3000 GTVR4, VEHICLES EQUIPPED WITH MORE THAN 8 CYLINDER ENGINES, TWIN TURBO EQUIPPED VEHICLES, VEHICLES OVER ONE-TON CHASSIS, 700 & 800 SERIES/Z3, Z4 AND Z8 BMW's, GRAY MARKET OR SALVAGED VEHICLES, MERCEDES MAYBACH, 500 & 700 SERIES, ANY GM VEHICLE WITH HT4100 ENGINE, ANY VEHICLE NOT LISTED ON THE RATE CHART, ANY VEHICLES MANUFACTURED AS A CAB OR CHASSIS, VEHICLES SOLD BY OTHER DEALERS OR LESSORS OR PRIVATE PARTIES, ALL MODELS OF HUMMERS, LAND ROVERS, RANGE ROVERS, ALFA ROMERO, DAEWOO, JAGUAR, PEUGOT, PORSCHE, RENAULT, STERLING, & YUGO, ALL EXOTICS, ANY VEHICLE WHICH HAS BEEN MECHANICALLY MODIFIED FROM THE ORIGINAL MANUFACTURER'S SPECIFICATION, ALL VEHICLES USED FOR BUSINESS OR COMMERCIAL USE.

REFER TO PROCEDURE MANUAL FOR ADDITIONAL EXCLUSIONS