



DEALERSHIP RETRO PARTICIPATION AGREEMENT

THIS AGREEMENT, is made on this _____ day of _____, 20_____, by and between EGV Companies, Inc., ("Program Administrator") a corporation organized under the laws of Delaware with its corporate headquarters located at 50 North Laura Street, Suite 2500, Jacksonville, FL., 32201 and:

Dealership		
Address		
City	State	Zip Code

RECITALS:

WHEREAS, participant owns the Dealership listed above and has entered into a Dealership Sales Agreement with Program Administrator to sell extended service agreements and vehicle protection agreements ("Contracts") issued by Program Administrator to consumers in connection with the purchase or lease of a motor vehicle by the Dealership(s) listed in Schedule A, and;

WHEREAS, Program Administrator desires to provide for the payment of Dealer Underwriting Profits, ("DUP") to Participant and Participant desires to accept payment of Dealer Underwriting Profits on the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the agreements contained herein to be mutually kept and performed, the parties agree as follows:

REQUIREMENTS FOR DEALER PARTICIPATION IN THE RETRO PROGRAM:

- Dealer must submit and pay for a minimum of 120 Qualified Vehicle Service Contracts ("VSCs") per year, and
- Qualified VSCs are those with a term of twelve (12) months and greater from the Omega Auto Care VSC programs available on new and used vehicles.
- Dealer must utilize cost containment and loss control procedures to maintain Loss Ratios not to exceed 85%, as described below.

ADMINISTRATOR OBLIGATIONS IF DEALERSHIP QUALIFIES TO PARTICIPATE IN RETRO PROGRAM:

- Agrees to provide Dealer with quarterly actuarial and other reporting to help monitor and maintain Dealer's Loss Ratios.
- Agrees to pay to Dealer its earned share of Dealer Underwriting Profits ("DUP"), which is defined as the amount Dealer earns, if qualified VSC Production and Loss Ratio benchmarks are achieved.
- Agrees that for the sole purpose of determining acceptable Loss Ratios, the VSC reserve deposited in the "Reserves" shall be earned on the monthly pro rata method. Unless required otherwise, the earning period shall begin with the first day of the month in which the VSC is activated.

DEALERSHIP UNDERWRITING PROFITS (DUP)

- 18 months after the effective date of this Agreement, if Dealership achieves minimum VSC production guidelines as outlined above, Dealer Underwriting Profits will be calculated. Thereafter, Dealer Underwriting Profits will be calculated annually.
- Dealer Underwriting Profits are based on Dealer's underwriting results and will be calculated only after a minimum of 50% of the Reserves have earned.
- Dealer Underwriting Profits distributions will be eligible to be made 18 months after the effective date of this Agreement and thereafter annually provided that:
 - Dealer has submitted and paid for a minimum of 120 qualified VSCs within 18 months after the effective date of this Agreement. Thereafter, Dealer has submitted and paid for a minimum of 120 qualified VSCs per year; and
 - Dealer's Loss Ratio does not exceed 85%.
- If Dealership VSC Production and Loss Ratio targets are met, then the Dealership is eligible for a percentage share of the Dealer Underwriting Profit, based on the following schedule:

VSC Annual Average Production Since Effective Date of Agreement	Dealer Participation %
150 +	95%
120 - 150	75%
< 120	0%

DEFINITIONS

Net Reserve(s): Dollar amounts, determined by the Program Administrator using relevant historical experience, which have been set aside for the payment of claims and their related claims administrative expenses, less cancellations.

Earned Reserve(s): That portion of the Reserve related to the pro-rata earning of underlying VSCs to which the Reserves apply.

Claims: The total amount of all losses for VSCs that have been incurred, or may be incurred in the future, but have not yet been paid, and their related claims administration expenses.

Loss Ratio: Incurred Losses divided by Earned Reserves, expressed as a percentage, as of the time of the calculation.

TERMINATION:

- This Agreement may be terminated, by either party, giving to the other party, not less than ninety (90) days written notice of such termination. Termination by the Participating Dealership must be signed by Participating Dealership and sent certified mail to EGV Companies, Inc., 50 N. Laura Street, Suite 2500, Jacksonville, FL. 32202. No other forms of delivery will be accepted.
- In the event that Participating Dealership stops doing business with EGV Companies, Inc., for a period of ninety (90) days and does not provide timely or any notice of termination, EGV Companies, Inc., this Agreement shall be deemed to have been terminated and no unpaid distribution of Dealer Underwriting Profits shall be made to Participating Dealership by EGV Companies, Inc., and all reporting shall cease.
- EGV Companies, Inc., shall have the right to terminate this Agreement upon the discovery of any of the following:
 - Participating Dealership submits and pays for fewer than 120 qualified VSCs in any rolling 12-month period during the term of this Agreement.
 - The Participating Dealership's Dealership Sales Agreement has been terminated for any reason.
 - The Participating Dealership commits an act of fraud upon Program Administrator, should bankruptcy, intentional misconduct, insolvency, assignment for benefit of creditors or any act of similar or like nature involve Participating Dealer.
 - Participating Dealership shall no longer be eligible for Dealer Underwriting Profits payments, and any Reserve funds shall remain the sole and exclusive property of Program Administrator, and Participating Dealership shall have no right, title or interest, legal or equitable, in such sums. Program Administrator's only obligation respecting such sums shall be to satisfy continuing claims and claims expenses resulting from issued and accepted VSCs written prior to termination, and for which Program Administrator has been paid sums due thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives duly authorized to do so on the date shown below:

DEALERSHIP

EGV COMPANIES, INC.

Dealership Representative Printed Name	Officer Printed Name
Dealership Representative Signature	Officer Signature
Date	Date