

Administrator Agreement

This Agreement entered into this 16 day of June, 2015, by and between **INTERSTATE NATIONAL DEALER SERVICES, INC.** ("Administrator") and BULLHEAD KAWASAKI

_____ ("Dealer"); (collectively both the Administrator and Dealer shall be referred to as the "Party" or "Parties") with respect to the following:

WHEREAS, Administrator or its authorized representative desires to install, maintain, and administer the following RpmOne Programs: RpmOne Service Contract Program(s)/Certified Warranty Program(s) ("SC Programs") and RpmOne Priority Maintenance Program(s) ("PM Programs") for the benefit of the Dealer and their customers.

WHEREAS, Dealer desires to offer the Administrators' SC Programs and PM Programs for new and used vehicles/craft to their customers..

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS:

- A. The term "Contract" refers to the RpmOne Service Contracts/Certified Limited Warranties included as part of the SC Program.
- B. The term "PMA Agreements" refers to the RpmOne Priority Maintenance Agreements included as part of the PM Program.
- C. The term "Purchaser" refers to the Dealer's customers or a proper recipient of a Contract/PMA Agreement.

2. DEALER

1.

- A. Agrees to use best efforts to offer or provide Contracts/ PMA Agreements on eligible vehicles/craft to ("Purchasers") and shall do so only on forms which have been approved by Administrator during the term of this Agreement. Each approved Contract or PMA Agreement shall be sold or issued only for a qualified or eligible vehicle/unit and only in accordance with and subject to the SC and PM Programs, including coverage, rules, and fees in effect at the time such Contract or PMA Agreement is sold or issued. Dealer agrees it shall not make any representations altering or contrary to the express provisions contained within each Contract/PMA Agreement.
- B. Agrees to comply with the underwriting and claims or other guidelines issued by Administrator from time to time on forms supplied by Administrator or its authorized representative. Such guidelines will determine which vehicle/craft are eligible for use in SC and PM Program(s). Administrator may at any time revise its SC and PM Program guide lines including but not limited to coverages, rules, or fees and Dealer shall promptly conform to any such revisions. Administrator shall not be obligated to perform administrative services with respect to any Contract/PMA Agreement sold or issued by Dealer on a form which has not been approved by Administrator or the use of which has been discontinued by Administrator or is otherwise sold or issued in violation of this agreement.
- C. Agrees that the SC and PM Programs were developed by Administrator and that Dealer is authorized to use the trade names, promotional materials, Contract and PMA Agreement forms and proprietary procedures associated herewith only during the term of this Agreement. At the termination of this Agreement, Dealer shall return all such materials and Contracts/PMA Agreements to Administrator and shall not continue to use the SC or PM Program's trade name(s), forms, or proprietary procedures.
- D. Agrees Administrator shall have the right to decline a Contract or PMA Agreement if the vehicle/craft as represented on Purchaser's application does not comply with the underwriting, claims, or other guidelines issued to Dealer. Should Administrator decline a Purchaser's Application Dealer agrees, to either correct the error which caused the declination and resubmit such application to Administrator or, if Application cannot be corrected in accordance with Administrator's requirements, to refund to Applicant any monies tendered with respect to such Application. Should Administrator determine, through the underwriting process, that the vehicle/craft is ineligible for the Contract/PMA Agreement; the Administrator may void or cancel the Contract/PMA Agreement within sixty (60) days of the date of purchase. Administrator shall have the right to void any Contract/PMA Agreement at any time if Purchaser conceals or misrepresents a material fact or circumstance relating to such Contract/PMA Agreement.
- E. Agrees to transmit, no less often than monthly, to Administrator on forms supplied by Administrator or its authorized representative through electronic means as instructed by Administrator: Transmittal forms, completed Applications and appropriate monies which are due Administrator for Contracts/PMA Agreements. Failure to submit the above to Administrator or its authorized representative within (30) days of Application's inception date may result in denial of services or coverage. Should Dealer fail to submit new Application within 30 days of inception date, Dealer will liable for all claims to be paid to Purchaser until documents are received by Administrator. If Administrator does not receive new documents within sixty (60) days of inception date, Dealer will be subject to \$75.00 fine, payable to Administrator upon receipt of notice of such fine, per application. If Administrator does not receive Application and appropriate monies by 60 days after Application's inception date, Administrator has the right to decline coverage under contract and shall order Dealer to return all monies received back to Purchaser
- F. Agrees that eligible vehicle/craft include only those vehicle/craft that qualify per Administrator's guidelines and are in sound mechanical condition at time of sale. Dealer agrees to change vehicle/craft engine oil and oil filter and replenish all fluid levels prior to delivering a covered used vehicle/craft to a Purchaser. Any misrepresentation or concealment of a material fact by Dealer for the purpose of securing a Contract/PMA Agreement validation, shall eliminate Administrator's responsibility regarding such Contract/PMA Agreement, and Dealer shall be held responsible for all liabilities to Purchaser under new Contract/PMA Agreement.

- G. Agrees to refund Dealer's commission (as indicated in section 3.D), to any Lender which has financed the purchase price of a new Contract/PMA Agreement, on a pro-rata basis, in the event of a cancellation of a Contract/PMA Agreement at the Lender's request due to a total loss, repossession of the vehicle/craft covered under Contract/PMA Agreement or default by Purchaser in repayment obligations to the Lender. In the event of the cancellation of a Contract/PMA Agreement that was not financed, Dealer further agrees to return its commission to the Purchaser in the amount calculated by Administrator pursuant to the terms of such Contract/PMA Agreement.
- H. Agrees to permit Administrator or its authorized representatives upon reasonable notice and during normal business hours, to enter Dealer's place of business to inspect and examine all records relative to the issuance of Contracts/PMA Agreements which are the subject matter of this Agreement until one (1) year following the expiration of such Contracts/PMA Agreements for the purpose of review and audit.
- I. Agrees to follow Administrator's procedures prior to (i.) repairing all covered mechanical failures under any Contract in Administrator's SC Program and/or (ii.) performing all scheduled maintenance work under any PMA Agreement in Administrator's PM Program.
- J. Agrees, in its capacity as a qualified repair facility, to (i.) repair or replace any covered part(s) due to mechanical failure; or arrange to provide for covered repairs in accordance with any Contract issued and/or (ii.) perform scheduled maintenance work in accordance with any PMA Agreement issued.
- K. Agrees to inform Administrator before initiating any covered repair, replacement, or scheduled maintenance of all circumstances or conditions including, but not limited to, Purchaser's neglect, abuse, failure to perform required services, alteration of vehicle/craft, etc., that might exclude coverage under the terms of Contract/PMA Agreement.
- L. To submit to Administrator all claims for reimbursement within thirty (30) days after completion of repairs for Contracts or maintenance work for PMA Agreements, unless the Contract/PMA Agreement establishes a shorter timeframe. No such claim will be submitted for an amount greater than that authorized by Administrator. Dealer further agrees not to submit to Administrator for reimbursement, any claims for: (i) repairs or expenses not covered by Contract/PMA Agreement, (ii) repairs or expenses resulting from Dealer's failure to perform repairs in a good and workmanlike manner, (iii) repairs to correct conditions existing, or which may reasonably be assumed to have existed, at the time the covered vehicle/craft was sold, and (iv) repairs or expenses which are also covered by Manufacturer's Warranty or recall, a dealer's or repair facility's guarantee, or other similar coverage or warranty not administered or offered by Administrator. Dealer agrees that any improper claim submission may be rejected by Administrator, and such claim will be solely the responsibility of Dealer.
- M. Agrees to unconditionally guarantee all services, repairs, and materials as supplied by Dealer against faulty workmanship and/or defective materials under normal use for a minimum of ninety (90) days or four thousand (4,000) miles, whichever shall occur first, as applicable, from the date repairs are completed and vehicle/craft returned to Purchaser.
- N. Agrees to hold harmless, indemnify and defend Administrator against all claims, liability, damage, costs and expenses (including attorney fees) caused by any act or omission of Dealer and/or Dealer's agents, employees, officers, or representatives related to any Contract/PMA Agreement which is not reported to Administrator per the terms of this Agreement, or which are the result of any negligent, fraudulent or intentional act or failure to act of Dealer or Dealer's agents, employees, officers, or representatives including, but not limited to, failure to follow Administrator's underwriting and procedural guidelines.
- O.
 - i. Is prohibited from utilizing any website (the internet) to advertise, promote, sell or in any other manner use the Administrator's name or provider/insurer/underwriter's name without first obtaining the specific written approval of the Administrator.
 - ii. Is prohibited from displaying on its website any promotional materials, images, sales tools, rate charts or other information created by the Administrator to provide information about the SC and PM Programs sold through the Dealer in accordance with the terms of this Agreement without first obtaining the specific written approval of the Administrator.
- P. In all cases comply with any state/federal consumer protection laws and any other statute, regulation, rule or law related to the sale of the SC and PM Programs to Purchasers including, but not limited to, obtaining any required license(s) or acting as the Obligor/Provider where required;
- Q. Monitor Dealer's own submissions to ensure that no fraudulent Contract/PMA Agreements or claims are submitted to Administrator. Dealer acknowledges that Administrator will investigate and prosecute any and all fraud, whether it concerns Contract/PMA Agreement enrollments or the claims process, to the fullest extent of the law;
- R. Collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that Administrator is not responsible for collecting, remitting or filing any taxes associated with the sale of the SC and PM Programs. Dealer agrees to indemnify and hold harmless Administrator for Dealer's breach of this section;
- S. Agrees to abide by the following if the Certified box below is initiated by Dealer and accepted by Administrator:
 - i. Agrees to provide **all Purchasers** of qualified used vehicle/craft a prescribed Certified Limited Warranty covering listed component(s)/part(s) at no additional charge to the buyer. The Dealer shall provide the Certified Limited Warranty only on forms approved by the Administrator.
 - ii. Agrees to report to the Administrator, no less often than monthly, all Certified Limited Warranties issued along with the Dealer Net Price for each Warranty Registration and copy of Certification Form.
 - iii. Understands that the Certified Limited Warranty Program may not cover all of a Dealer's liability with regard to state/federal law "implied warranties" or "lemon laws".
 - iv. Understands that the Dealer, under state or federal law, may be responsible for repairing or having repaired at Dealer's expense problems that were not apparent when Dealer sold the vehicle/craft and may not be covered by the Certified Limited Warranty program.

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| <p>I wish to participate in the Certified Limited Warranty program and agree to Paragraph 2.S</p> | <p>Administrator Initials: _____</p> <p>Dealer Initials: _____</p> |
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3. A ADMINISTRATOR:

- A. Agrees to install, maintain and administer SC and PM Programs.
 - B. Agrees to supply to Dealer: Contract/PMA Agreement Applications, forms, transmittals, underwriting guidelines, rate charts, advertising materials and other such forms as Administrator may hereafter supply for use in SC and PM Programs in the quantities needed from time to time by Dealer.
 - C. Agrees to grant Dealer the authority to issue Contracts/PMA Agreements pursuant to SC Programs and PM Programs pursuant to the terms set forth herein.
 - D. Agrees to pay Dealer a commission equal to the amount of the retail price of Contract/PMA Agreement less Contract/PMA Agreement Cost as set forth in the Dealer Net Price Schedule in consideration of the services rendered by Dealer. Dealer may retain its commissions from each sale before remitting Contract/PMA Agreement Cost to Administrator. Commissions shall be payable by Administrator only one time per Contract/PMA Agreement.
 - E. Agrees to assist Purchasers in receiving benefits provided under the terms of Contract/PMA Agreement, in accordance with Administrator's then current Service Department Guidelines. This includes handling of cancellations, claims, and claims adjustment expenses, including but not limited to, inspection and/or legal fees relating to the Contract/PMA Agreement or for cancellation of any Contract/PMA Agreement.
 - F. Recommends a suggested retail price of 185% of Dealer cost per Contract/PMA Agreement.
 - G. For Contracts, agrees to compute and make payment for all authorized claims to Dealer at Dealer's customary retail labor rate, except as provided for in Paragraph 5.C. of this Agreement for the time required for repairs according to the Chilton repair manual for automotive contracts, Spader repair manual for Recreational Vehicles, other recognized national manuals for these and other programs and published suggested list price on parts. Sublet work will be reimbursed at Dealer's actual cost plus 10%, except complete or total sublet repairs, which will be reimbursed at Dealer's cost.
 - H. For PMA Agreements, agrees to compute and make payment to Dealer at the labor rate, labor hours, and parts cost established by the Administrator for each scheduled maintenance.
4. Dealer acknowledges that Administrator assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause, of a vehicle/craft or any part thereof.

5. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. This Agreement will be terminated automatically without notice should Dealer fail to submit Contract(s) /PMA Agreement(s) for three (3) consecutive months. Unless so terminated, this Agreement shall be a continuing Agreement.
- B. Upon termination, all obligations hereunder by either party shall cease, provided; however, that Dealer and Administrator shall remain responsible in accordance with the provisions of this Agreement for all Contracts/PMA Agreements issued and paid prior to date of termination.
- C. Upon termination by Dealer or Administrator, all claims submitted subsequent to termination shall be paid at the retail labor rate at the time of such cancellation.

6. MISCELLANEOUS

- A. This Agreement shall have no force or effect unless and until such time as it is accepted by Administrator in the State of Georgia.
- B. This Agreement is not assignable by Dealer without the prior written consent of Administrator and shall not be construed to make Dealer an agent, expressed or implied, or an employee of Administrator.
- C. If any provision of this Agreement is held invalid under the law or regulations of any state where used, such provision shall be deemed not to be part of this Agreement in such state. The invalidation of any provision of this Agreement, shall not invalidate any other provision hereof.
- D. Administrator reserves the right to an offset of any losses/expenses relating and connected to Dealer's Contract/PMA Agreement business against any funds due to Dealer.
- E. The Administrator must regularly review Rates and Classing Guidelines and make changes to ensure actuarial soundness of Rates. Administrator may, from time to time, take any action to ensure the actuarial soundness of the Rates including, but not limited to, increasing the Rates required on future Contracts/PMA Agreements or surcharging future Contracts/PMA Agreements. Administrator will notify Dealer within a reasonable time period of the nature of the action to be taken. Dealer agrees, within sixty (60) days after receipt of notice by Administrator, to act in accordance with Administrator's request to increase the Rates required on future Contracts/PMA Agreements and/or surcharge future Contracts/PMA Agreements, as the case may be. If Dealer does not agree to or adhere to such modifications prescribed by Administrator, this Agreement shall be terminated effective at the end of the ninety (90) day period.
- F. Dealer shall immediately notify Administrator by mail of any lawsuit, regulatory inquiry, or complaint about the SC or PM Program or any Contract/PMA Agreement.
- G. The forbearance or neglect by Administrator and/or Administrator's or obligor's insurer to insist upon the performance of any paragraph, term, or provision of this Agreement, or its failure to take advantage of its right and privileges in case any violation hereof by Dealer, shall not constitute a waiver of any such right and privileges.
- H. Dealer's power and authority shall extend no further than as expressly stated herein and no power or authority shall be implied from granting or denial of any powers specifically mentioned herein. Administrator shall exercise no control whatsoever over the hours, office location, staff or employees or manner of performance of duties of Dealer hereunder except as herein provided.
- I. If any legal action or other proceeding is brought for the enforcement of this Agreement, including but not limited to any alleged dispute, breach, anticipatory breach, default, or any alleged misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in addition to any other relief to which they may be entitled.
- J. Except as otherwise explicitly provided here, all notices, demands, or communications regarding this Agreement shall be in writing, signed by the party serving the same, and deposited, postage prepaid in the United States Postal Services as certified or registered mail, delivered by commercial courier to the appropriate address.
- K. This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements either oral or written, between the Dealer and Administrator, and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

DEALER:

BULLHEAD KAWASAKI

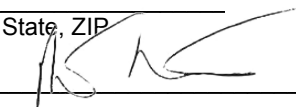
Dealer Name

1030 HWY 95

Address

BULLHEAD CITY AZ 86429

City, State, ZIP

By:  _____

Title: **OWNER**

ADMINISTRATOR:

INTERSTATE NATIONAL DEALER SERVICES, INC.

6120 Powers Ferry Rd. NW Ste. 200

Atlanta, GA 33039

By: _____

Title: _____

Dealer Data

Agency Name: **Agency Code #:**

Dealer License #: **Dealer Code #:**

Programs: StarAuto StarRV StarSport StarMarine StarChoice StarTrailerPro

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|---|--|
| Dealer: BULLHEAD KAWASAKI | Franchise Held: KAWASAKI, KTM, YAMAHA |
| Address: 1030 HWY 95 | |
| City/State/Zip: BULLHEAD CITY AZ 86429 | |
| Phone: 928-220-8215 | |
| Fax: 9288338869 | |
| E-mail: bob@riverratms.com | Primary Lenders: CAP1 SHEFF SYNCH |
| Fed. ID#: 27-0207890 | |

PERSONNEL

| | |
|------------------------------------|---------------------------------------|
| Owner/Dealer: ROBERT MORRIS | General Manager: Bob Morris |
| Key Person: JASON WALTON | Service Manager: JAVIER LOMELI |
| F&I Manager: Bob Morris | Office Manager: Connie Morris |

RETAIL UNITS PER MONTH

| # OF VEHICLES/CRAFT | NEW: | USED: | TOTAL: |
|-----------------------------|------|-------|--------|
| | 10 | 2 | 12 |
| # OF STAR SERVICE CONTRACTS | NEW: | USED: | TOTAL: |
| | | | |

CLAIMS INFORMATION

LABOR AT \$ 85 PER HOUR **TAX** 7.85 % ON PARTS LABOR

OPTIONS - SIGNED PAPERWORK ENCLOSED

PPP ZIP Certified* No Chargeback Manufacturer Specific*: _____

* Data & Pricing Sheet Required

SPECIAL INSTRUCTIONS

