



**AMERICAN TRUCK PROTECTION LLC
Dealer Agreement**

For a dealer to become an authorized ATP warranty reseller this agreement is required. This agreement only registers a vehicle dealer with ATP. Signing this agreement does not obligate the dealer to purchase any specific quantity of warranties now or at anytime in the future. Warranty purchases shall be made by dealer only if and when requested by dealer.

THIS VEHICLE DEALER AGREEMENT ("AGREEMENT ") IS MADE AND ENTERED INTO as of this ____ day of _____, 2011, by and between AMERICAN TRUCK PROTECTION, LLC, a limited liability company of the State of New Jersey with its principal place of business located at 6 Commerce Drive, Suite 200, Cranford, New Jersey ("ATP") and _____, a _____ of the State of _____, ("Vehicle Dealer") with its principal place of business located at _____. ATP and Vehicle Dealer are collectively referred to herein from time to time as the Parties or individually as a Party,

RECITALS

WHEREAS, ATP has developed, through its Limited Extended Service Contract Program, ("Service Contract" or "Service Contract Program") a method of assisting used commercial motor truck sellers in the sales of those used on road, non-construction, commercial motor trucks ("Vehicles") by virtue of providing warranty service contract coverage on the Vehicles, such coverage being conditioned upon an inspection evaluation of the Vehicle engine and components satisfactory to ATP (the "Inspection"), and

WHEREAS, ATP must have qualified inspectors inspect, evaluate and determine the operating condition of existing engines on the Vehicles that apply for an ATP Service Contract and must further determine the repairs, if any, that must be performed to the engine before the Vehicles can become eligible for a Service Contract, and

WHEREAS, ATP desires to have Vehicle Dealer perform Inspections for Vehicles sold by Vehicle Dealer in lieu of having ATP inspectors perform the Inspections, and

WHEREAS, Vehicle Dealer represents to ATP that it operates used commercial motor truck sales facilities for Vehicle Dealer's normal operations that can be used for Inspections required by ATP for Vehicles sold by Vehicle Dealer, and

WHEREAS, Vehicle Dealer wishes to market and provide Service Contracts on the Vehicles it sells.

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, the parties agree as follows:

1. Vehicle Dealer shall perform Inspections of Vehicles eligible for a Service Contract based on criteria provided by ATP. ATP reserves the ultimate right to reject or qualify such Vehicles for Service Contracts in ATP's sole discretion. Vehicle Dealer shall retain Vehicle Inspection records for each Vehicle for the term of the Service Contract and for one year thereafter.

2. The Service Contract Program, including but not limited to the materials furnished to Vehicle Dealer thereto and the American Truck Protection name, are the sole property of ATP. Nothing in this Agreement shall constitute a transfer, license or assignment of ATP's rights in such property. ATP's name and the Service Contract materials shall be used solely for purposes of Vehicle Dealer satisfying its obligations under this

3. Agreement. Promptly upon termination of this Agreement, Vehicle Dealer shall return to ATP all Service Contract materials and cease use of all such materials and the ATP name.
4. The "ATP Warranty Vehicle Inspection Sheet" shall be used as the Inspection Form. Such form may be modified at any time by ATP.
5. ATP agrees that while this Agreement is in effect, ATP will train Vehicle Dealer's employees, if needed, in the methods and techniques required to be performed by Vehicle Dealer in all Inspections and the manner in which Inspection Forms are to be prepared. Such training shall be performed at ATP's expense at a time and place mutually agreed upon by the parties.
6. Vehicle Dealer shall follow the instructions and requirements given by ATP with regard to performing the Inspections, and exercise its best efforts and judgment in identifying and citing mechanical issues needing further investigation or repair, prior to selling a Service Contract.
7. ATP will provide marketing materials to Vehicle Dealer to promote the sale of Service Contracts to purchasers of Vehicles. Vehicle Dealer shall offer and sell the Service Contracts to purchasers of Vehicles ("Vehicle Purchasers") in accordance with this Agreement and ATP's policies and procedures as furnished to Vehicle Dealer.
8. ATP reserves the right to cancel or amend the terms of any Service Contract or cancel any Service Contract, in ATP's sole discretion. Vehicle Dealer shall not make any changes to the Service Contract materials. ATP shall be responsible for managing all Service Contracts, including processing of all applications and determination of Service Contract coverage and claim responsibility.
9. The value, as determined by ATP, for each Inspection performed by Vehicle Dealer, has been netted out of the Service Contract prices listed in ATP's current rate schedule, as amended from time to time. The prices shown in the rate schedule already reflect the fact that the Inspections will be performed by Vehicle Dealer; therefore, no further adjustment of the prices shown in the rate schedule will be required when Inspections are performed by Vehicle Dealer.
10. Vehicle Dealer shall review the terms of Service Contract with any Vehicle Purchaser who elects to purchase a Service Contract. Vehicle Dealer shall provide each Service Contract purchaser with a copy of the Service Contract, and all other materials related thereto. Vehicle Dealer shall assure that the Service Contract purchaser has signed the Service Contract and related documents where required by ATP.
11. Vehicle Dealer shall provide promptly to ATP, ATP's "Request for Service Contract Sheet" and the "ATP Warranty Vehicle Inspection Sheet". All original documents shall be sent to ATP with payment within five (5) days of the sale of the Service Contract.
12. Any claims under the Service Contract shall be handled directly by and between ATP and the Vehicle Owner without any involvement from Vehicle Dealer.
13. Vehicle Dealer shall pay to ATP the price and any applicable charges specified in ATP's current rate schedule upon the sale of a Service Contract. ATP reserves the right to amend its rate schedule upon forty-five (45) days prior notice to Vehicle Dealer. Vehicle Dealer shall be solely responsible for the payment of any taxes arising out of or relating to the sale of a Service Contract by it hereunder.
14. ATP represents to Vehicle Dealer that the Service Contracts are not insurance products and, therefore, Vehicle Dealer shall not be deemed a seller or reseller of insurance.
15. Service Contract claims may only be made by the owner of the Vehicle ("Vehicle Owner"). The Vehicle Owner cannot be affiliated with the Vehicle Dealer in any way, including but not limited to being an owner, officer, director, employee or family member of the Vehicle Dealer. The Vehicle Owner is solely liable and responsible for the maintenance, transfers, requested documentation and other requirements as set forth in this Agreement, and any documents related thereto.

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16. Vehicle Dealer shall use its best efforts to promote ATP's Service Contract Program to Vehicle Purchasers. However, nothing contained herein shall be deemed to create a joint venture or partnership between the parties and neither party shall have the right or authority to act as an agent or employee of the other. Neither party shall hold itself out contrary to the terms of this paragraph, nor shall either become liable due to any representation, act, or omission of the other contrary to the provisions hereof.

17. This Agreement shall commence on the date set forth above and shall continue unless and until terminated by either party upon thirty (30) days prior written notice to the other party. This Agreement also may be terminated at any time upon mutual written agreement of the parties.

18. Vehicle Dealer shall defend, indemnify and hold harmless ATP, its officers, directors, shareholders and employees from any and all claims, causes of action of any kind, demands, rights, damages, costs, including but not limited to attorneys' fees and expenses, including those commenced by third party recipients of ATP's Service Contracts, arising from Vehicle Dealer's negligence, willful misconduct, failure to perform its obligations under this Agreement, or its breach of any representations or covenants set forth in this Agreement. These indemnification rights shall survive the termination of this Agreement.

19. Vehicle Dealer and ATP agree that any legal or equitable action for claims, debt or obligations arising out of or to enforce the terms of this Agreement shall be brought in the United States District Court for the District of NJ or in the Superior Court of New Jersey, Bergen County, NJ and shall be governed by the laws of the State of New Jersey, excluding its conflict of laws principles.

20. All notices and other communications hereunder shall be deemed given if delivered by hand or facsimile copy or mailed by registered or certified mail (return receipt requested) or by overnight mail delivery service to the other party at the address first set forth above (or at such addresses for such party as shall be specified by like notice) and shall be deemed given on the date on which so hand-delivered or by overnight mail or faxed or on the third business day following the date on which so sent by certified or registered mail.

21. Vehicle Dealer may not assign, pledge or otherwise encumber this Agreement or its rights hereunder, in whole or in part, or subcontract (except in the ordinary course of business) the services to be provided hereunder, without prior written consent of ATP, such consent to be in ATP's sole discretion.

22. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior written or oral agreements or understandings. No modification, amendment or waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties.

23. In case any of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the parties.

IN WITNESS WHEREOF, this Agreement is executed by the undersigned effective as of the day and year first above written.

VEHICLE DEALER

AMERICAN TRUCK PROTECTION, LLC

By: _____

By: _____

Title: _____

Title: _____

BE:270235-4 021289-1389