

Budco Financial Services Dealer Participation Agreement

Important: Please note that a participation agreement **must** be returned before contracts can be registered using the IPP program. Make a copy of the signed agreement and **send all pages of the participation agreement** to one of the options below:

Email to:
fordesp@budcofinancial.com

Fax to: 1-888-846-9136

Or Mail to:
Budco Financial Services
Attention: IPP Processing Center
P.O. Box 321067
Detroit, MI 48232

**All pages of the legal agreement must be returned.
Do not return just the signature page. If all pages
are not returned with an original signature this will
cause enrollment delays.**

Thank you

BUDCO FINANCIAL SERVICES INSTALLMENT PAYMENT PROGRAM

DEALER PLAN ENROLLMENT AND PARTICIPATION AGREEMENT

Dealer Name: _____

Dealer PA Code: _____

Dealer Address: _____
(Address) (City) (State)

Dealer Fax No. _____

The Dealer identified above (“**Dealer**”) seeks to enroll and participate in the **BUDCO FINANCIAL SERVICES INSTALLMENT PAYMENT PROGRAM** offered by **Budco Financial Services, LLC**, a Delaware corporation (“**BFS**”), to authorized Ford and Lincoln dealers in the United States and customers purchasing authorized Ford Extended Service Contracts (“**ESC Contracts**”) from them (the “**Plan**”). The Plan is offered by BFS pursuant to an agreement with Ford Motor Company (“**Ford**”). By signing this Dealer Plan Enrollment and Participation Agreement (“**Agreement**”) below, Dealer shall be immediately enrolled in the Plan.

This Agreement and the Plan include the attached **BUDCO FINANCIAL SERVICES INSTALLMENT PAYMENT PROGRAM DEALER PLAN CONTRACT TERMS AND CONDITIONS OF ASSIGNMENT**, as well as instructions relating to the Plan, or to the sale of ESC Contracts utilizing the Plan, furnished to Dealer by BFS (with respect to Dealer’s relationship with BFS) or Ford (with respect to Dealer’s relationship with Ford), and Dealer agrees to abide fully with the same. The parties to this Agreement (“**Parties**”) are BFS and Dealer.

[Dealer Name]

By: _____
[signature] [Date]

[Title]

**BUDCO FINANCIAL SERVICES INSTALLMENT PAYMENT PROGRAM
DEALER PLAN CONTRACT TERMS AND CONDITIONS OF ASSIGNMENT**

- 1) **General.** During the term of Dealer's participation in the Plan, Dealer is authorized to offer the Plan to customers in the United States purchasing ESC Contracts from it. In participating in the Plan, Dealer will at all times comply with this Agreement and the policies, guidelines, and instructions (collectively, "**Guidelines**"): (i) relating to the Plan issued by BFS from time to time (including, without limitation, the Budco Financial Services Installment Payment Program Dealer Administration Guide) (collectively, "**BFS Guidelines**"); and, (ii) relating to the sale of ESC Contracts and the Plan issued by Ford (or subsidiaries of Ford who are parties to ESC Contracts) from time to time (including, without limitation, the Ford ESC Operating Guide) (collectively, "**Ford Guidelines**"). Dealer will offer the Plan with respect to eligible ESP Contracts only. ESC Contract eligibility is as described in the **Dealer Administration Guide and Operating Guide**.
- 2) **Execution of Installment Contracts.** If a customer chooses to pay for the purchase of an ESC Contract sold by Dealer utilizing the Plan, Dealer will (contemporaneously with the customer's execution of the ESC Contract) execute a retail installment contract ("**Installment Contract**") with the purchasing customer for the Net Retail Sales Price of the ESC Contract and collect the required down payment ("**Down Payment**") (as specified in Attachment 1 and the Guidelines). Installment Contracts must be executed only in the form approved by BFS, and Dealer will be responsible for properly completing Installment Contracts. A copy of the current version of the approved form is attached hereto as **Attachment 1**. BFS will provide Dealer with any new or revised versions of the form from time to time, as necessary. The Installment Contract will allow the customer to pay the "**Net Retail Sale Price**" of the ESC Contract (which will be the aggregate of the price at which Dealer sold the ESC Contract to the customer and the amount of applicable state sales tax incurred on the sale [if any], less the Down Payment collected by Dealer) over the time period chosen by the customer. The time periods available to the customer are as provided in the BFS Guidelines.
- 3) **Assignments.** Upon the execution of an ESC Contract and the related Installment Contract, and the collection of the appropriate Down Payment by Dealer, as described above, Dealer will activate the ESC Contract in the Ford Extended Service Plan computer system ("**ESP System**") as described in the Ford Guidelines. Upon such activation, the Installment Contract will be automatically assigned by Dealer to BFS in consideration of BFS' payment to Dealer of the Assignment Price therefor. The assignment will be made automatically under this Agreement without further action by Dealer or BFS, effective upon such activation; *provided, however, that the assignment will be conditioned upon BFS' payment to Dealer of the Assignment Price for the Installment Contract. In the event that the Assignment Price is not paid by BFS as required under this Agreement, this condition will not be satisfied and, at the sole discretion of Dealer, the assignment will be deemed null and void and Dealer will have all rights under the Installment Contract, including, without limitation, all rights to collect payments from the customer thereunder.* Such assignments will be without recourse to Dealer, except as otherwise expressly provided for in this Agreement. BFS will be responsible for providing any notices to customers required by applicable law with respect to the assignment of Installment Contracts to BFS hereunder.
- 4) **Payment of Assignment Price; Other Fees Relating to Installment Contract.**
 - a) Upon the effective date of the assignment of an Installment Contract by Dealer to BFS hereunder, BFS will be obligated to pay to Dealer the "**Assignment Price**" for the Installment Contract; provided, however, that BFS will have the right to withhold payment of the Assignment Price until it has received the original Installment Contract from Dealer (as further described in Section 6). The Assignment Price for an Installment Contract will be equal to: the Net Retail Sale Price of the ESC Contract related to the Installment Contract, less the IPP Administration Fee for the Installment Contract (as specified in Attachment 1). Assignment Prices will be paid by BFS as follows:
 - i.) Payment for a contract will occur after Budco Financial Services is able to establish a customer account. The monthly Dealer Statement and payment will cover a period beginning the 5th of the previous month through the 4th of the current month, and will be paid on the 22nd of the current month.

- ii.) Payments will be handled on a net settlement basis, to the extent that there are sufficient payables due to BFS from Dealer (e.g., for cancellations) to be netted against. If there are insufficient payables, BFS' net payment will be made by check in immediately-available funds. BFS' payment will be accompanied by a monthly statement for Dealer summarizing the following activities relating to ESC Contracts sold by Dealer utilizing the Plan during the month covered by the statement: new sales, upgrades and downgrades, cancellations, and reinstatements. Ford will debit Dealer's P&A Account for the Wholesale Cost of the ESC Contract as described in the Ford Guidelines.
- iii.) In addition to IPP Administration Fees, BFS will be entitled to collect from the customer who is a party to each Installment Contract: a "**Cancellation Fee**" in the event that the related ESP Contract is canceled as described in Section 5; and, a "**NSF Fee**" or an "**Unavailable Credit Fee**" as specified in the Dealer Admin Guide and the Operation Guide in the event that BFS is unable to cash a customer's check, or to process a debit to the customer's credit card or savings or checking account, because of insufficient funds or unavailable credit, respectively.

5) Cancellations.

- a) In the event that an ESC Contract sold by Dealer utilizing the Plan is canceled: (a) at the request of the customer that purchased the ESC Contract; (b) at the request of Ford (or a Ford subsidiary that is a party to the ESC Contract) made in accordance with the ESC Contract; or (c) at the request of BFS made on behalf of the customer who purchased the ESC Contract in accordance with the related Installment Contract as a result of non-payment by the customer and BFS has followed the cancellation procedures set forth in the Guidelines; then Dealer will pay to BFS the full amount that Dealer is required to return to the customer (or the customer's "Lienholder" under the ESC Contract) pursuant to Ford's formula for calculating customer refunds applicable to the ESC Contract as specified in the Ford Guidelines ("**Refund Amount**"), and Ford will credit Dealer's P&A Account for Ford's (or the appropriate Ford subsidiary's) unearned premium on the ESC Contract. The foregoing notwithstanding, Dealer will not have any obligation to pay to BFS, and BFS will have no right to collect from Dealer, any Refund Amount or other payment with respect to the cancellation of an ESC Contract for which the related Installment Contract has been paid in full to BFS (or its permitted assignee), it being understood that any funds due to the customer as a result of such cancellation will be paid directly by Dealer.
- b) Payments under Section 5(a) will be handled on a net settlement basis with BFS, to the extent that there are sufficient payables due to Dealer from BFS to be netted against. If, however, there are insufficient payables due to Dealer from BFS to be netted against, Dealer authorizes Ford to debit Dealer's Ford Parts and Accessories account ("**P&A Account**") for the net amount of payments due and remit the same to BFS, and authorizes BFS to initiate such a debit by Ford. If Dealer's P&A Account is not utilized, BFS will invoice Dealer for the payment and the payment will be due by check within thirty days after the Dealer's receipt of the invoice.
- c) In addition to the foregoing, with respect to any debit made by Ford to Dealer's P&A Account upon the termination or resignation of Dealer's Sales and Service Agreement with Ford pursuant to Ford's policies relating to terminating dealerships specified in the Ford Guidelines, Dealer authorizes Ford to remit to BFS from such debited amount the Refund Amounts due to BFS with respect to ESC Contracts sold by Dealer utilizing the Plan that are canceled after the date the debit is made. In addition, upon the cancellation of such an ESC Contract, Dealer authorizes Ford to remit directly to BFS the unearned premium of Ford (or the appropriate Ford subsidiary) on such ESC Contract (which amount would normally be credited to Dealer's P&A Account upon cancellation pursuant to the Ford Guidelines) to the extent that Ford is able to do so under applicable law.

- d) BFS may retain from a Refund Amount the amount that it is entitled to retain under the related Installment Contract as a result of the cancellation of the related ESC Contract. Any amount to be paid to the customer under an Installment Contract after deducting from the Refund Amount the amount that BFS is entitled to retain will be paid by BFS to such customer by check in immediately-available funds within 30 days after the date that the ESC Contract was canceled. In the event that BFS fails to make any such payment to a customer when and as required under this Section 5(c) after 5 days advance written notice to BFS of such failure (and provided that BFS does not provide to Dealer proof of payment to such customer within such 5 days), Dealer (if Dealer has paid the Refund Amount to BFS as required pursuant to this Section 5) may, at its sole discretion, but without obligation to do so, pay to such customer the amount of such payment and charge BFS for the same.
- 6) Other Actions Relating to Installment Contracts. Dealer will indicate BFS as the “Lienholder” in the appropriate section of the ESC Contract for each ESC Contract sold by Dealer utilizing the Plan; provided, however, that such designation will be conditioned upon BFS’ payment to Dealer of the Assignment Price for the related Installment Contract as required under this Agreement, and such designation will cease when the Installment Contract relating to the ESC Contract has been paid in full. Dealer will sign the Assignment part of the Installment Contract, assigning it to BFS. Dealer will, send to BFS via eContract, fax, email, mail or courier the “Assignee Copy” of each ESC Contract sold by Dealer utilizing the Plan, along with the signed copy of each Installment Contract relating to each such ESC Contract. Dealer will keep the “Dealer Copy” of the Installment Contract for its records for a period of two years following the date of the Installment Contract.
- 7) Warranties & Representations of Dealer. Dealer agrees to, and represents and warrants each of the following to BFS:
- a) It is a strict condition of the Plan that the Retail Sale Price (the aggregate of the price at which Dealer sold the ESC Contract to the customer and the amount of applicable state sales tax incurred on the sale [if any]) of each ESC Contract offered for sale to customers by Dealer utilizing the Plan will not vary depending upon whether the customer chooses to finance the purchase of the ESC Contract utilizing the Plan instead of paying cash, no incremental charges may be assessed under any circumstances by reason of the customer electing to purchase such ESC Contract utilizing the Plan instead of paying cash, and no discount may be offered to the customer in any manner to entice the customer to pay cash as opposed to purchasing such ESC Contract utilizing the Plan.
- b) With respect to each Installment Contract assigned to BFS hereunder, Dealer warrants and represents, effective as of the: (i) effective date of assignment of the Installment Contract, that the Installment Contract is free and clear of all mortgages, liens, charges, pledges, and encumbrances (other than those expressly provided for in this Agreement), and that the Installment Contract has not been sold, assigned, or transferred (except with respect to the assignment made to BFS pursuant to this Agreement); and, (ii) effective during the time period beginning upon the date of such assignment and ending upon the date upon which the Installment Contract is fully paid, such warranties and representations of Dealer will remain true and correct with respect to the absence of any mortgages, liens, charges, pledges, encumbrances, sales, assignments, or transfers made by or through Dealer.

8) Term; Termination; Events of Default; Other Remedies.

- a) Term. The term of this Agreement and Dealer's participation in the Plan will commence on the date first set forth above and continue until terminated in accordance with the following: (i) a Dealer or BFS may terminate this Agreement and Dealer's participation in the Plan at will and without cause upon at least thirty days prior notice to the other Party; (ii) a Dealer or BFS may terminate this Agreement and Dealer's participation in the Plan immediately upon notice to the other Party in the event of the occurrence of an event of default by the other Party; or, (iii) this Agreement and Dealer's participation in the Plan will automatically terminate if: (A) Ford terminates its ESC Contract program pursuant to which ESC Contracts are sold via authorized dealers, or (B) BFS' agreement with Ford pursuant to which the Plan is offered to Dealer terminates for any reason or (C) upon the termination or resignation of Dealer's Sales and Service Agreement with Ford for any reason. The termination of Dealer's participation in the Plan by a Party in accordance with this Section 8(a) will be without liability of any kind for the terminating Party. With respect to a transaction or event occurring prior to the termination of this Agreement and Dealer's participation in the Plan, such termination will not affect or impair the rights or obligations of a Party under this Agreement, the Plan, or an Installment Contract relating to such transaction or event.
- b) Events of Default. The occurrence of any of the following events will constitute an event of default of the Party with respect to which such event occurs or relates: (i) a breach by a Party of any of its material obligations under the Plan and such Party's failure to fully cure such breach within ten days after notice from the other Party of such breach; (ii) any material representation or warranty made or furnished by a Party to the other Party under the Plan becomes materially false or untrue; (iii) a Party becomes insolvent, files a voluntary petition in bankruptcy, an involuntary petition in bankruptcy is filed against such Party, a receiver or trustee is appointed for such Party, or such Party executes an assignment for the benefit of creditors; or, (iv) Dealer assigns or delegates any of its rights or obligations hereunder without the consent of BFS.
- c) Compliance with Law; Control of Price; Other Remedies. BFS and Dealer will comply with all applicable law, rules, and regulations in its performance of its obligations under this Agreement. In all cases Dealer will have and retain the authority to determine the Retail Sales Price of ESC Contracts sold by it except in the state of Florida. ESC dealers with a physical address in the state of Florida or any dealer selling ESC via the Internet to consumers with a physical address in the state of Florida must sell ESC at the Florida published retail price (ESC Florida Retail price book). ESC Dealers with a physical address in the state of Pennsylvania cannot sell ESC at a Retail price that exceeds 100% of the Dealer Cost. BFS will have no obligation to offer or take assignment of any ESC plan that is not sold at the mandatory Florida Retail price, or any ESC Pennsylvania Plan that exceeds the 100% cap on the Retail Price. Without limiting any of the terms or conditions of this Agreement or any other rights or remedies of Dealer, in the event that BFS fails to pay any sums owed by it to Dealer under this Agreement within ten days after the date upon which such payment becomes due, Dealer will have the right (but not the obligation), at its sole discretion, to offer to the customer that is a party to the Installment Contract to which such non-payment relates (or the permitted assignee of the customer) a new or alternative ESC Contract, or a new or alternative retail installment contract (or other financing arrangement) relating to the purchase price of such ESC Contract (or any such new or alternative ESC Contract), that would replace or result in the termination of the customer's Installment Contract that was assigned to BFS hereunder. Dealer's exercise of such right will be without liability to Dealer.

- 9) Changes to Guidelines, Forms, and Fees. The Attachments hereto (including, without limitation, any fees payable to BFS hereunder and the approved form of Installment Contracts) and the BFS Guidelines may be revised or amended from time to time by BFS upon notice to Dealer (BFS acknowledges that any such revisions or amendments must be approved by Ford in advance). The Ford Guidelines may be revised or amended from time to time by Ford upon notice to Dealer. No such revisions or amendments will, however, affect transactions entered into under this Agreement prior to the later of the effective date of such revision or amendment or the effective date of BFS' or Ford's (as appropriate) notice thereof to Dealer.
- 10) Provision of Information to Ford. Dealer agrees that BFS may, upon Ford's request, provide Ford (or its subsidiaries who are parties under ESC Contracts, or the contractors of the same supplying services related to the ESC Contract program) with information or data: relating to Dealer's participation in the Plan, including, without limitation, information or data relating to Dealer's account status or history and copies of any BFS monthly statements for Dealer; and, relating to customers who purchased, or prospective customers for the purchase of, ESC Contracts from Dealer utilizing the Plan.
- 11) Notices. Any notice or other communication to be given under these Terms and Conditions will be in writing and will be sent to the address of the Party set forth below by: (i) hand delivery, with written acknowledgement of receipt; (ii) certified or registered first class air mail, postage prepaid; (iii) commercially recognized overnight delivery service, acknowledgement of receipt requested; (iv) telephone facsimile, acknowledgement of receipt requested (with a copy sent via the method set forth in Section II (i), (ii) or (iii) above); or, (v) such electronic means as the Parties may agree upon in writing; as follows (or to such other addresses or facsimile numbers as a Party may designate by notice to the other Party):

If to BFS, addressed to:

BFS Financial Services
 333 W. Fort Street
 Suite 1750
 Detroit, MI 48226
 Attn: Mr. William Henry

If to Dealer, addressed to Dealer at the address/fax no. set forth on the first page of this Agreement.

Any such notice or other communication will be deemed given on the date of delivery, if sent via the method set forth in Section II (i), (ii) or (iii), or the date of transmission (assuming proper acknowledgement of completed transmission is obtained), if sent via the method set forth in Section II (iv).

- 12) Section and Other Headlines: Entire Agreement; Waiver; Amendment; Ford Right to Enforce. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties. Any reference to a Section or Attachment in this Agreement is a reference to a Section in, or Attachment to, these Terms and Conditions, except as otherwise expressly provided for herein. All Attachments and the Guidelines are an integral part of this Agreement and are incorporated herein. Unless the context requires otherwise, terms defined in this Agreement in the singular form will include the plural form, and vice versa. The Parties acknowledge and agree that Ford or the appropriate Ford subsidiary will have the right to enforce as a third party beneficiary any provisions of this Agreement expressly giving Ford rights hereunder. BFS shall not be responsible for, or liable to Dealer for, any obligations to be performed by Ford, per the terms of this Agreement or otherwise. The descriptions of the obligations to be performed by Ford are included herein solely to provide a more complete description of how the program works.
- 13) Relationship. Each party's relationship to the other Party under this Agreement and the Plan will be that of an independent contractor and not an employee or agent, and a Party will not represent or hold itself out as having any relationship with the other Party other than that of an independent contractor. A Party will not be responsible for any tax levied on the other Party or its employees or representatives by any governmental authority relating to this Agreement or the Plan or income attributed to the other Party or its employees or representatives.

- 14) Waiver; Amendment; Assignment. No waiver of any of the provisions of this Agreement will be considered, or will constitute, a waiver of any other provision, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by the Parties, except as otherwise expressly provided for herein. No Party may assign any of its rights, or delegate any of its duties, under this Agreement or an Installment Contract without the prior written consent of the other Party; provided, however, that BFS may assign its rights under this Agreement and an Installment Contract to Brian Unlimited Distribution Company (BFS' parent company), or to a third party bank providing funding to BFS for the provision of the Plan. Such an assignment, will, however, be conditioned on the following: (a) such an assignment must be in writing; (b) the assignee of such rights must accept the delegation of BFS' obligations under this Agreement with respect to (i) the possession and handling of information and data relating to Dealer and the customers to which such assigned rights relate, and (ii) the payment of any sums to such customers in the event of cancellation of their respective ESC Contracts (as described in Section 5); and, (c) the assignee of such rights must agree in writing with Dealer to the conditions relating to the effectiveness of the assignment of Installment Contracts as set forth in Section 3. No assignment or delegation by BFS under this Section 14 will release BFS from any of its obligations under this Agreement.
- 15) Applicable Law and Dispute Resolution. This Agreement will be construed in accordance with, and governed by, the laws of the State of Michigan, without regard to its conflict of laws principles. If a dispute arises between the parties arising out of or relating to this Agreement, the following procedure will be implemented before either party pursues other available remedies, except that either party may seek injunctive relief from a court where appropriate in order to maintain the status quo while this procedure is being followed:
- a) The parties will hold a meeting promptly, attended by persons with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting will be deemed to vitiate or reduce the obligations and liabilities of the parties or be deemed a waiver by a party of any remedies to which such party would otherwise be entitled.
 - b) If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the then-current Model Procedure for Mediation of Business Disputes of the CPR Institute for Dispute Resolution ("CPR") and to bear equally the costs of the mediation. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the CPR if they have been unable to agree upon such appointment within twenty (20) days after the conclusion of the negotiation period. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days following appointment of the mediator. If the parties are not successful in resolving the dispute through the mediation, then the parties agree to submit the matter to binding arbitration in accordance with the CPR Institute for Dispute Resolution's Rules for Non Administered Arbitration of Business Disputes, by a sole arbitrator. All applicable statutes of limitations will be tolled during the negotiation and mediation periods provided for in this Agreement. Mediation or arbitration will take place in Dearborn, Michigan, unless otherwise agreed upon by the parties in writing. The substantive and procedural law of the State of Michigan will apply to the proceedings. Equitable remedies will be available in any arbitration. Punitive damages, exemplary damages and multiple damages will not be awarded and are hereby waived by the parties. This clause is subject to the Federal Arbitration Act, 9 U.S.C.A. § 1 et seq. to the exclusion of any state law inconsistent therewith, and judgment upon the award rendered by the Arbitrator, if any, may be entered by any court having jurisdiction thereof.

[END]

**INSTALLMENT PAYMENT PROGRAM
RETAIL INSTALLMENT CONTRACT
(the "Agreement")**

Budco Financial Services:
888-352-7901

VEHICLE IDENTIFICATION NUMBER: _____

Purchaser of Extended Service Plan ("Purchaser")	Selling Dealer ("Dealer/Creditor")
Name _____	Dealership Code (P & A) _____
Street Address _____	Dealer Name _____
City _____ State _____ ZIP Code _____	City _____ State _____ ZIP Code _____
Telephone (Include Area Code) _____	We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.

Dealer makes the following disclosures:

ANNUAL PERCENTAGE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 0%	The dollar amount the credit will cost you. \$0.00	The amount of credit provided to you or on your behalf. \$ _____	The amount you will have paid after you have made all payments as scheduled. \$ _____	The total cost of your purchase on credit, including your down payment of \$ _____ \$ _____

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
_____	\$ _____	Monthly

Prepayment: If you pay off early, you will not have to pay a penalty.
Security: You are giving a security interest in the Extended Service Plan being purchased.
See your ESP Agreement for any additional information about nonpayment and refunds.
"e" means estimate.

Itemization of Amount Financed

a. Cash Price (not including taxes on sale)	\$ _____
b. Taxes on sale	\$ _____
c. Cash Price (a+b)	\$ _____
d. Down Payment (Minimum 10%)	\$ _____
e. Amount Paid in your account (Amount Financed) (c-d)	\$ _____
Total Amount Financed	\$ _____

Purchaser wishes to purchase from dealer an Extended Service Plan ("ESP") Agreement with the Ford Motor Company identified in the ESP Agreement. In consideration of Purchaser being afforded the opportunity to pay for ESP under the Installment Payment Program, the Purchaser and Dealer acknowledge and agree as follows:
Purchaser has paid to Dealer in cash the down payment disclosed above towards the total sale price of ESP. Purchaser will pay to Dealer such total sales price. Purchaser will make payments in accordance with the payment method selected by Purchaser from the options set forth below and grants to the holder under this Agreement a security interest in ESP purchased to secure the payment of all amounts due to the holder under this Agreement, including a right to rebate or refund.

Purchaser Payment Plan Options:

Monthly Direct Debit to Checking/Savings Account:
 • Complete the **Authorization Agreement For Direct Payments (AACH)**.
 • Your checking or savings account will be debited for _____ payments of _____.

Credit/Debit Card: The balance of the total sale price of ESP may be paid by _____ through a charge to Purchaser's Visa, MasterCard or Discover credit/debit card account listed below over a period of _____ months. Budco Financial Services, LLC (BFS) charges Purchaser's account on a monthly basis the amount of payments disclosed above.
 Visa MasterCard Discover American Express (only 15 digits)
 Card Number: _____ Expiration Date: ____/____/____
 Purchaser authorizes charges to its credit/debit card account for the purchase of ESP in accordance with this Agreement.
 Cardholder's Name (Please print) _____
 Cardholder's Signature _____ Date: _____

Monthly Statement: The total sale price may be paid over a period of _____ months by making that number of payments to Budco Financial Services, LLC (BFS). Purchaser agrees to pay BFS _____ consecutive monthly payments of _____ each on the scheduled monthly payment date until fully paid. BFS will pay the dealer and/or the Ford Motor Company identified in the ESP Agreement for ESP. If Purchaser fails to make all the payments when due, ESP will be terminated by the Ford Motor Company identified in the ESP Agreement as provided below. The right to receive these payments will be assigned to BFS by the dealer. Purchaser will therefore receive a notice directly from BFS on when and how to make payments.

If Purchaser cancels ESP before making all installment payments hereunder, Purchaser agrees to send written notice thereof to Budco Financial Services, LLC (BFS) at the address provided to Purchaser by BFS. Purchaser authorizes BFS to direct the Ford Motor Company identified in the ESP Agreement, the Administrator under ESP, to cancel Purchaser's ESP if any installment payment has not been received by BFS within 60 days of the scheduled payment date. If BFS cancels ESP, or if Purchaser cancels ESP before making all installment payments hereunder, Purchaser agrees that any refund under ESP shall be paid as stated in the ESP Agreement. Purchaser agrees that ESP is not transferable by Purchaser as long as a balance remains on this Agreement.

Dealer and Purchaser certify to BFS that Purchaser's decision to purchase ESP from Dealer under the Installment Payment Program did not cause Dealer to charge Purchaser a different total sale price for ESP or for the vehicle than Purchaser would have paid if Purchaser had decided instead to pay the purchase price of ESP in full at the time this Agreement was executed.

All of the rights of Dealer in, to and under this Retail Installment Contract, including the right to receive payments hereunder have been sold and assigned to Budco Financial Services, LLC, which has granted a continuing, first priority, security interest in such rights to Comerica Bank, 411 West Lafayette Boulevard, MC 8075, Detroit, Michigan 48226 ("the Bank"). Any purchase of this Retail Installment Contract will violate the rights of the Bank.

Notice to Purchaser: (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the Agreement you sign. (3) Under the law you have the right, among other things, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. (4) Keep this Agreement to protect your legal rights. You acknowledge receipt of a copy of this Agreement.

RETAIL INSTALLMENT CONTRACT

Purchaser _____	Date _____	Dealer/Creditor _____	Date _____
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NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

Dealer hereby assigns this Retail Installment Contract including the right to receive payments hereunder to Budco Financial Services, LLC according to the agreed upon terms and conditions.

Dealer's Authorized Signature _____	Date _____
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