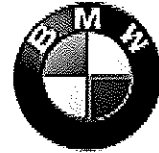


BMW Maintenance Program Upgrade Agreement

Coverage for 72 months or 100,000 miles, whichever comes first

Valid only in the Continental U. S. A., Hawaii, Alaska and Puerto Rico



Customer Name: _____	Full VIN: _____
Address: _____	Original in-service date verified through DCS: 07/05/2006
City: _____	Current Mileage: _____
State: _____	Year: _____
	Model: _____
	Exterior Color: _____
	Interior Color: _____
CONTRACT # _____	Selling Center's Name: BMW Santa Barbara
	Warranty # 26718

Your signature on the bottom of this document confirms your agreement to the terms and conditions of the BMW Maintenance Program ("PROGRAM"). Generation of this agreement means that your BMW center has registered the vehicle referenced above with BMW of North America, LLC for the coverage and time period as described below.

Procedures for using the PROGRAM

Only residents of the United States or Puerto Rico who purchase or lease a BMW vehicle sold by an authorized BMW center in the United States or Puerto Rico during an eligible enrollment period ("COVERED VEHICLE") may take advantage of this PROGRAM.

This Agreement extends the standard 48 months or 50,000 miles Maintenance coverage to 72 months or 100,000 miles, whichever occurs first. Coverage is calculated using the correct date the COVERED VEHICLE is first retailed or placed into demonstrator or loaner service. The PROGRAM is only available for purchase by a BMW customer within the earlier of the first 48 months or 50,000 miles. An extended enrollment option is available for BMW customers between 49 months and 60 months or 50,001 miles to 60,000 miles, whichever occurs first.

To receive maintenance services under this program, you must present a signed copy of this Agreement to an Authorized BMW center in the Continental U.S.A., Hawaii, Alaska or Puerto Rico. The Authorized BMW center will perform the recommended or additional maintenance services on the COVERED VEHICLE at no expense to you, provided the coverage has not expired. The maintenance service intervals are based on normal driving conditions and operation and as stated in your Service and Warranty Manual. If you require more frequent maintenance services, the cost of these services will not be covered under this Program and you will be financially responsible for those services.

Coverage of Programs

The BMW Maintenance Program covers factory recommended maintenance as listed in your BMW Service and Warranty Information Booklet that you received with your new (or eligible used) vehicle. In addition, the replacement of THE FOLLOWING ITEMS ONLY due to normal wear and tear are also covered: Brake linings (pads) and rotors (both covered only when worn below limits as per BMW Technical Data Information); external drive belts; clutch; wiper blade inserts; any adjustments required due to normal operating conditions (except as excluded below). Time intervals should be followed using the maintenance indicator system on the check control panel in the dashboard. Please see your Service and Warranty Information booklet for additional information on this important subject.

All labor will be performed by BMW Factory Trained Technicians, only BMW Original parts and BMW Approved Fluids will be used, allowances for miscellaneous shop supplies are included and all sales or other applicable taxes assessed on the actual repair, parts or maintenance services under this agreement, if any, are the responsibility of BMW of North America, LLC.

Exclusions from Coverage under this PROGRAM

Your PROGRAM provides you with certain MAINTENANCE coverage for your new (or qualified pre-owned) BMW Vehicle. There are components or parts on any vehicle that are subject to gradual deterioration or normal wear and tear as the result of driving habits, conditions or use of the vehicle. Therefore, coverage for items such as (but not limited to) piston rings, valves and valve guides, suspension bushings, ball joints, and tire rod ends, drive shaft flex discs (gibo joint) and other parts and/or components are not covered by the BMW Maintenance Program. Also excluded from coverage are items such as (but not limited to): engine, transmission, body adjustments; all batteries (except remote transmitter batteries replaced as part of a recommended service); suspension dampers (shock absorber/strut elements); all hoses; exhaust systems (including catalytic converters); paint; glass; headlamps; bulbs; mirrors; lenses; body and chassis; body seals and gaskets; moldings/trim (including chrome) and fasteners; convertible top (covering, all components including electronics); air, water, oil or fluid leaks; wind or body noises; tires and wheels; tire balance and rotation; wheel alignment; gasoline and gasoline additive, windshield washer additive (except when used in conjunction with scheduled maintenance), wear and tear of soft trim items, such as: interior and exterior trim, seats, upholstery, headliner, carpeting, floor and trunk mats, door panels; Items reimbursable under your Original New Vehicle Limited Warranty (if applicable); damage due to poor fuel quality, abuse, misuse, neglect, alteration, fire, accident, flood, or other water damage, explosion, improper repair or negligence, altered or unreadable Vehicle Identification Number or odometer irregularities, maintenance or repairs after the vehicle is deemed a total loss, maintenance or repairs performed by other than an Authorized BMW center within the United States or Puerto Rico, vehicles used in competitive events, oil changes or other maintenance performed outside the recommended maintenance intervals as indicated by the service interval indicator.

Transferability

All BMW MAINTENANCE PROGRAMS follow the COVERED VEHICLE and cannot be transferred to another vehicle. In the event of an ownership change, the new owner must complete and mail the update form located in the Service and Warranty Information Booklet.

Refunds

A refund will be granted ONLY if the covered vehicle is deemed a TOTAL LOSS while owned by you. Proper documentation, including a copy of this agreement and an insurance report declaring the COVERED VEHICLE a total loss and referencing the complete vehicle identification number, the incident date and vehicle mileage, will be required. This refund is only available if the COVERED VEHICLE is still within the earlier of first 48 months or 50,000 miles from the

original and correct in-service date and must be initiated through the selling BMW center.

Caution

All services required on the COVERED VEHICLE must be performed as recommended by the Factory. Please refer to the BMW SERVICE WARRANTY BOOKLET that you received with the COVERED VEHICLE. In the event that a service is missed, the Authorized BMW center will perform the service which best suits the needs of the COVERED VEHICLE at that time.

You must be aware, under the terms of the BMW New Vehicle Limited Warranty (and/or the Certified Pre-Owned BMW Limited Warranty, if applicable) and this PROGRAM, that any failure of any part of the COVERED VEHICLE resulting from the lack of maintenance will NOT be covered by any BMW Limited Warranties or this PROGRAM.

I understand, acknowledge and agree to the terms and conditions set forth above and agree to maintain the COVERED VEHICLE in accordance with the PROGRAM.

Signed on the _____ day of _____, 20____, _____
(Customer's Signature)

The signature of an Authorized BMW center constitutes BMW of North America, LLC's acceptance of your request to upgrade the PROGRAM as evidenced by the generation of this PROGRAM AGREEMENT and payment of the applicable fees to the Authorized BMW center

Signed on the _____ day of _____, 20____, _____
(Authorized BMW Center signature as an agent for BMW of North America, LLC.)

Print and sign 2 copies of this agreement (customer and center). Center must retain their copy for future reference or audit purposes.

Contract Created: 2009-10-06

Form Revision: 06/2007