

BMW CCA
Board of Directors Meeting
January 21-22, 2012
Hyatt Regency Monterey Hotel
Monterey, CA

BMW Car Club
of America



**BMW Car Club of America
Board Meeting
Monterey, CA
January 21, 2012**

Agenda

Monday, October 10th

08:00 Call to Order

Introduction: Members, Guests.

Minutes: The minutes of the October 10, 2011 Board meeting were approved by vote of the Board on November 16, 2011. Reading of the minutes will be waived.

Affirmation of votes on conference calls since the last Board Meeting.

- Resolution recognizing the interim Board of Directors for the Sunshine Bimmers Chapter, Approved 9-0.
- Approval of regional status for the OBX CruZ and The Vintage events, Approved 9-0
- Appointment of Dan Baker as Board Liason to the DEC, Approved 7 in favor 2 Absent (Yench & Sullivan)
- Resolution allowing for the carryover of unused staff vacation and comp time from 2010 to 2011, Approved 6 for 3 absent (Sullivan, Lingenfelter & Cowan)
- Florida Sun Coast Chapter Regional Status for their 2012 Sebring Corral, Approved 6 for 3 absent (Sullivan, Lingenfelter & Cowan)
- First Coast Chapter Regional Status for their 2012 Daytona Corral, Approved 6 for 3 absent (Sullivan, Lingenfelter & Cowan)

08:05 Reports

- President
- Executive Vice-President
- Secretary
- Treasurer
- South Atlantic Regional Vice President
- North Atlantic Regional Vice President
- Pacific Regional Vice President
- South Central Regional Vice President
- North Central Regional Vice President
- Executive Director
- Roundel
- Driving Events Committee
- Membership Committee
- Club Racing

08:35 Reports & Presentations Continue Until Completed

Discussion of Listed Topics

09:45 Break

10:00 Resume Discussion of Listed Topics

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New Business

Noon Lunch

**1:00 Continue Discussion & New Business
Strategic Plan Update and Discussion
Executive Session**

5:00 Adjourn

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Discussion Topics

1. National Events

Oktoberfest

- 2012 – Final Report
- 2012 – Columbus, OH & Mid Ohio
- Future
 - o 2013 – Leguna Seca

Chapter Congress

- DFW, Feb 25-26
- Agenda

2. Regional Events

Updates:

- OBX CruZ
- The Vintage
- Pittsburgh Vintage Grand Prix
- Monterey Reunion August 2011
 - o Festorics
 - o West Coast Concours
 - o The Grand
- Hilton Head Concours
- Others?

New Requests

3. National Programs and Services

IT Update

- Status of conversion project

Club Racing

-

Driving Events

- Recent incidents

Charity Matching Funds

Raffle

SIG's

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Roundel:

- Letters to the Editor

4. Policy and Administration

Ombudsman update

Tech Rep's update

Benefits Update

National Elections

- 2012 Status

Non-Geographical Chapters

- Request for non-geographical chapter status by Z-Club SIG

Strategic Plan

- Report on regionalization of services

BMW Clubs International

- Council Update - Phil Abrami, Vice Chairman Automobiles
- Planning for 2012 meeting in Ashville, NC Sept 30-Oct 4, 2012

Insurance Update & Presentations

Operations Manual

- Distribution of funds upon Chapter dissolution
- Expense reimbursement

5. Foundation

Update

6. Financial

2011 Update

2012 Discussion & Approval

7. Chapter Issues

Sunshine Bimmers - Update

Conference calls

Chapter probation report

Chapter toolbox

8. Membership

Membership Drive Update

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Marketing

- Special Offer to CPO owners

9. BMW of North America

10. New Business:

11. Future Meetings

Board meetings (proposed dates) –

March 24-25, 2012

Proposed:

June 16-17, 2012

Sept 17, 2012

January 12-13, 2013

Conference Calls (proposed dates)

February 16, 2012



BMW Car Club of America
Bruce Hazard
President
2984 S Milwaukee Circle
Denver, CO 80210
303-324-6541
president@bmwcca.org

January 11, 2012

To: Board of Directors, BMW CCA
Executive Director, BMW CCA

Subject: President Pre Meeting Report – January Board Meeting

Travel:

- Board Meeting – October, Birmingham, AL
- Hilton Head Concours – Hilton Head, SC
- Leadership forum Kansas City, KS, November 19, 2011
- Board Meeting – January 2012

Planned Travel:

- Board Meeting – January 20, 2012 Monterey, CA
- Chapter Congress – Dallas, TX February 25-26, 2012
- Board & Annual Meeting – Greenville, SC March 30-April 1, 2012

Respectively Submitted

Bruce Hazard



BMW Car Club of America
Steve Johnson
Executive Vice President
10848 La Alberca Ave.
San Diego, CA 92127
Telephone(858) 451-8906
Email: evp@bmwcca.org

January 8, 2012

To: BMW CCA Board of Directors
BMW CCA Executive Director

Subject: EVP Pre-meeting Report

Planned Travel:

BMW CCA Board Meeting, Monterey
BMW CCA Board Meeting, SC

Past Travel:

To Denver and Back, cancelled flight to Ohio for O-fest meeting \$803.80
To Kansas City, MO, Newsletter meeting \$738.17

Discussion : O-fest 2013, 2012

Virtual chapters

Respectfully Submitted,

Steve Johnson

Executive Vice President, BMW CCA



BMW Car Club of America
640 South Main St, Ste 201
Greenville, SC 29601-2564

Tel 864-250-0022
Fax 864-250-0038
bmwcca.org

January 12, 2011

To: BMW CCA Board of Directors
BMW CCA Executive Director

Subject: Treasurer's Pre-meeting Report

Planned Travel: BMW CCA Board Meeting, Monterey, CA, January 20-22

Preliminary Income Statement – Period Ending December 31, 2011

	2011	Budget
Ordinary Income/Expense		
Total Income	4,990	4,930
Total Cost of Goods Sold	1,308	1,404
Gross Profit	3,682	3,526
Total Expense	3,508	3,183
Net Ordinary Income	174	343
Net Other Income	58	53
Net Other Expense	76	221
Net Income	156	175

Preliminary Balance Sheet – as at December 31, 2011

Assets	
Total Current Assets	1,391
Total Fixed Assets	499
Total Other Assets	2,202
Total Assets	4,092
Liabilities & Equity	
Total Liabilities	3,288
Total Equity	804
Total Liabilities & Equity	4,092

All amounts noted above and below are in thousands. The numbers in this report are preliminary and do not reflect all month-end adjustments since the year end close-out process is still in progress. As a result, the above amounts overstate or understate Net Income and Equity. The following is a comparison of 2011 and 2010 Net Income for the period ending December 31 for each respective year that is subject to change based on year end adjustments.

Income Statement Comparison
2010 vs. 2011

	2011	2010
Ordinary Income/Expense		
Total Income	4,990	5,155
Total Cost of Goods Sold	1,308	1,288
Gross Profit	3,682	3,867
Total Expense	3,508	3,583
Net Ordinary Income	174	284
Other Income/Expense		
Total Other Income	58	91
Total Other Expense	76	78
Net Other Income/(Expense)	(18)	13
Net Income	156	297

(Note: In 2011 a change in accounting policy was implemented to move from raffle income being shown as a gross amount in total income in 2010 to a net figure in total income in 2011.)

2012 Budget

Please see the attached 2012 for final approval. A conservative approach to budgeting has been taken. At this time, we are projecting a break even budget for the 2012 year.

Other Items for Consideration

-Board Travel Policy

-Employee Handbook (Including imbedded PTO policy vs. vacation and personal time.)

BMW Car Club of America, Inc.
Profit & Loss Budget Overview
January through December 2012

	Chapter Congress	Club Racing	Monterey	Board (National)	Chapters (National)	CPO Trial (General)	General - Other (General)	(National)	Total National	Total General Oktoberfest	Raffle	Roundel	TOTAL
Ordinary Income/Expense													
Income													
4000 · Revenues													
4005 · Membership Dues													
4005.00 · Membership Dues						2,892,000.00			2,892,000.00				2,892,000.00
4005.96 · Club Race License		28,800.00											28,800.00
4005.99 · Discounts (Staff Adjmts)						-4,800.00			-4,800.00				-4,800.00
Total 4005 · Membership Dues		<u>28,800.00</u>				<u>2,887,200.00</u>			<u>2,887,200.00</u>				<u>2,916,000.00</u>
4010.07 · First Class & Air Mail Revenue												4,800.00	4,800.00
4015.07 · Classified Advertising Revenue												6,900.00	6,900.00
4020.07 · Commercial Advertising Revenue												979,200.00	979,200.00
4025.07 · Reprints Revenue												4,200.00	4,200.00
4030.01 · Merchandise Sales													
4030.05 · Oktoberfest Logo Merch Revenue										4,000.00			4,000.00
4030.96 · Club Racing Merch Sales		1,800.00											1,800.00
4030.01 · Merchandise Sales - Other							25,200.00	25,200.00	25,200.00				25,200.00
Total 4030.01 · Merchandise Sales		<u>1,800.00</u>					<u>25,200.00</u>	<u>25,200.00</u>	<u>25,200.00</u>	<u>4,000.00</u>			<u>31,000.00</u>
4035 · Royalty Income													
4035.02 · Medjet Assistance Royalty							180.00	180.00	180.00				180.00
4035.03 · Lockton Risk Svcs, Inc Royalty							2,700.00	2,700.00	2,700.00				2,700.00
4035.04 · Multiview Royalty							33,000.00	33,000.00	33,000.00				33,000.00
Total 4035 · Royalty Income							<u>35,880.00</u>	<u>35,880.00</u>	<u>35,880.00</u>				<u>35,880.00</u>
4040.08 · Net Raffle Income											475,000.00		475,000.00
4045.01 · Registrations													
4045.05 · Oktoberfest Registration										229,000.00			229,000.00
4045.06 · Festorics Registration Income											36,000.00		36,000.00
4045.07 · Legends of Autobahn Registration											10,500.00		10,500.00
Total 4045.01 · Registrations			<u>46,500.00</u>							<u>229,000.00</u>			<u>275,500.00</u>
4050.01 · Sponsorship													
4050.05 · Oktoberfest Sponsorships										91,000.00			91,000.00
4050.96 · Club Racing Sponsorship		71,400.00											71,400.00
4050.01 · Sponsorship - Other	6,000.00						19,000.00	19,000.00	19,000.00				55,500.00
Total 4050.01 · Sponsorship	<u>6,000.00</u>	<u>71,400.00</u>	<u>30,500.00</u>				<u>19,000.00</u>	<u>19,000.00</u>	<u>19,000.00</u>	<u>91,000.00</u>			<u>217,900.00</u>
4055.01 · List Rentals							35,500.00	35,500.00	35,500.00				35,500.00
4070.01 · Credit Card Affinity Fees							100,000.00	100,000.00	100,000.00				100,000.00
4076.01 · Other Event Revenues													
4076.05 · Oktoberfest Other Event Revenue										3,400.00			3,400.00
4076.96 · Club Racing Other Event		60.00											60.00
4076.01 · Other Event Revenues - Other							1,000.00	1,000.00	1,000.00				1,000.00
Total 4076.01 · Other Event Revenues		<u>60.00</u>					<u>1,000.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>3,400.00</u>			<u>4,460.00</u>
4078.01 · Advertising Revenue													
4078.05 · Oktoberfest Advertising Rev										1,400.00			1,400.00

BMW Car Club of America, Inc.
Profit & Loss Budget Overview
January through December 2012

	Chapter Congress	Club Racing	Monterey	Board (National)	Chapters (National)	CPO Trial (General)	General - Other (General)	(National)	Total National	Total General Oktoberfest	Raffle	Roundel	TOTAL
Total 4078.01 · Advertising Revenue										1,400.00			1,400.00
Total 4000 · Revenues	6,000.00	102,060.00	77,000.00		2,887,200.00		216,580.00	216,580.00	3,103,780.00	328,800.00	475,000.00	995,100.00	5,087,740.00
Total Income	6,000.00	102,060.00	77,000.00		2,887,200.00		216,580.00	216,580.00	3,103,780.00	328,800.00	475,000.00	995,100.00	5,087,740.00
Cost of Goods Sold													
5000.01 · Direct Costs													
5005.00 · Chapter Dues Rebates					973,500.00				973,500.00				973,500.00
5010.01 · Cost of Merchandise Sold													
5010.05 · Ofest Logo Cost of Goods Sold										3,000.00			3,000.00
5010.96 · Club Racing Cost of Goods Sold		204.00											204.00
5010.01 · Cost of Merchandise Sold - Other							33,300.00	33,300.00	33,300.00				33,300.00
Total 5010.01 · Cost of Merchandise Sold		204.00					33,300.00	33,300.00	33,300.00	3,000.00			36,504.00
5016.07 · Roundel Advertising Rep												190,800.00	190,800.00
5020.01 · Credit Card Fees			2,500.00				72,000.00	72,000.00	72,000.00	3,000.00			77,500.00
Total 5000.01 · Direct Costs		204.00	2,500.00		973,500.00		105,300.00	105,300.00	1,078,800.00	6,000.00		190,800.00	1,278,304.00
Total COGS		204.00	2,500.00		973,500.00		105,300.00	105,300.00	1,078,800.00	6,000.00		190,800.00	1,278,304.00
Gross Profit	6,000.00	101,856.00	74,500.00		1,913,700.00		111,280.00	111,280.00	2,024,980.00	322,800.00	475,000.00	804,300.00	3,809,436.00
Expense													
6005 · Salaries & Wages		16,500.00					462,500.00	462,500.00	462,500.00	25,000.00			504,000.00
6006 · Payroll Taxes		1,356.00					39,600.00	39,600.00	39,600.00				40,956.00
6007 · Employee Fringe Benefits							80,400.00	80,400.00	80,400.00				80,400.00
6008 · 401(k) Match		1,200.00					18,720.00	18,720.00	18,720.00				19,920.00
6010 · Outside Contractors													
6014.07 · Roundel Staff													
6011.07 · Roundel Editor-in-Chief												113,304.00	113,304.00
6013.07 · Roundel Design												94,836.00	94,836.00
6014.07 · Roundel Staff - Other												1,200.00	1,200.00
Total 6014.07 · Roundel Staff												209,340.00	209,340.00
6015 · Writers												199,200.00	199,200.00
6017 · Computer Services							176,400.00	176,400.00	176,400.00				176,400.00
6018.11 · Web Page Services		6,000.00					18,000.00	18,000.00	18,000.00				24,000.00
6021 · Design-Other							11,100.00	11,100.00	11,100.00				11,100.00
6010 · Outside Contractors - Other							20,700.00	20,700.00	20,700.00				20,700.00
Total 6010 · Outside Contractors		6,000.00					226,200.00	226,200.00	226,200.00			408,540.00	640,740.00
6020 · Production							11,520.00	11,520.00	11,520.00				11,520.00
6025 · Printing													
6025.98 · Elections Printing							4,700.00	4,700.00	4,700.00				4,700.00
6025E · Electronic Roundel Publishing												39,600.00	39,600.00
6025 · Printing - Other		1,500.00			42,000.00		3,000.00	3,000.00	45,000.00		7,500.00	597,000.00	651,000.00
Total 6025 · Printing		1,500.00			42,000.00		7,700.00	7,700.00	49,700.00		7,500.00	636,600.00	695,300.00

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6026 · Postage													
6026.01 · Postage-General					64,200.00				64,200.00				64,200.00
6026.96 · Club Racing Postage		6,000.00											6,000.00
6026 · Postage - Other			3,000.00				20,100.00	20,100.00	20,100.00	23,000.00	393,000.00		439,100.00
Total 6026 · Postage		6,000.00	3,000.00		64,200.00		20,100.00	20,100.00	84,300.00	23,000.00	393,000.00		509,300.00
6030 · Telephone							19,200.00	19,200.00	19,200.00				19,200.00
6035 · Utilities							4,500.00	4,500.00	4,500.00				4,500.00
6040 · Travel & Entertainment													
6040ME · Travel (Meals & Entertainment)			1,400.00				31,200.00	31,200.00	31,200.00				32,600.00
6041 · Meetings													
6041ME · Meetings (Meals & Ent.)				15,000.00					15,000.00		2,000.00		17,000.00
6041 · Meetings - Other				52,500.00					52,500.00				52,500.00
Total 6041 · Meetings				67,500.00					67,500.00		2,000.00		69,500.00
6042.09 · Congresses													
6042ME · Congress (Meals & Ent)													25,000.00
6042.09 · Congresses - Other													131,000.00
Total 6042.09 · Congresses													156,000.00
6043.01 · RVP Travel													
6043ME · RVP Travel (Meals & Ent.)				600.00					600.00				600.00
6043.01 · RVP Travel - Other				5,400.00					5,400.00				5,400.00
Total 6043.01 · RVP Travel				6,000.00					6,000.00				6,000.00
6046.01 · Employee/Member Goodwill													
6046ME · Empl/Mbr Goodwill (Meals & Ent)							1,800.00	1,800.00	1,800.00				1,800.00
6046.01 · Employee/Member Goodwill - Other							9,900.00	9,900.00	9,900.00				9,900.00
Total 6046.01 · Employee/Member Goodwill							11,700.00	11,700.00	11,700.00				11,700.00
6048.00 · Chapter Goodwill					6,000.00				6,000.00				6,000.00
6049.96 · Tech Steward													
6049ME · Tech Steward (Meals & Ent.)													252.00
6049.96 · Tech Steward - Other													6,600.00
Total 6049.96 · Tech Steward													6,852.00
6052.96 · T&S Steward													
6052ME · T&S Steward (Meals & Ent.)													252.00
6052.96 · T&S Steward - Other													6,600.00
Total 6052.96 · T&S Steward													6,852.00
6057.96 · Comp Steward													12,000.00
6058.96 · CR Registrar													
6058ME · CR Registrar (Meals & Ent.)													60.00
6058.96 · CR Registrar - Other													900.00
Total 6058.96 · CR Registrar													960.00

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6061.96 · CR Instructor		2,040.00											2,040.00
6061ME · CR Instructor Meals		420.00											420.00
6040 · Travel & Entertainment - Other			7,500.00										7,500.00
Total 6040 · Travel & Entertainment	156,000.00	29,124.00	8,900.00	73,500.00	6,000.00		42,900.00	42,900.00	122,400.00			2,000.00	318,424.00
6050 · Office Supplies and Expenses			4,000.00				31,200.00	31,200.00	31,200.00				35,200.00
6051 · Printed Business Supplies					6,000.00		24,000.00	24,000.00	30,000.00	2,000.00	13,000.00		45,000.00
6055 · Insurance													
6055.01 · Insurance Chapter Checks							-198,000.00	-198,000.00	-198,000.00				-198,000.00
6055.02 · Chapter D&O Ins Payments							-14,400.00	-14,400.00	-14,400.00				-14,400.00
6055 · Insurance - Other							222,000.00	222,000.00	222,000.00				222,000.00
Total 6055 · Insurance							9,600.00	9,600.00	9,600.00				9,600.00
6059 · Marketing			5,000.00			105,000.00	55,200.00	160,200.00	160,200.00				165,200.00
6060 · Computer Software							10,000.00	10,000.00	10,000.00				10,000.00
6065 · Training & Education													
6065ME · Training & Education Meals							9,000.00	9,000.00	9,000.00				9,000.00
6065 · Training & Education - Other							1,000.00	1,000.00	1,000.00				1,000.00
Total 6065 · Training & Education							10,000.00	10,000.00	10,000.00				10,000.00
6070 · Dues & Subscriptions							720.00	720.00	720.00				720.00
6075 · Legal Expenses							10,000.00	10,000.00	10,000.00				10,000.00
6076.01 · Accounting Expenses							40,000.00	40,000.00	40,000.00				40,000.00
6080 · Service Contracts							360.00	360.00	360.00				360.00
6085 · Occupancy Expenses													
6086 · Real Estate Taxes							6,000.00	6,000.00	6,000.00				6,000.00
6087 · Building Regime Expenses							6,000.00	6,000.00	6,000.00				6,000.00
Total 6085 · Occupancy Expenses							12,000.00	12,000.00	12,000.00				12,000.00
6090.01 · Bank Charges							1,800.00	1,800.00	1,800.00				1,800.00
6095 · Equipment Leases							24,000.00	24,000.00	24,000.00				24,000.00
6100.01 · RVP Discretionary Funds					2,500.00				2,500.00				2,500.00
6105 · Event Expense													
6105.05 · Event Expense O'Fest										265,000.00			265,000.00
6105.06 · Festorics Event Expense			42,000.00										42,000.00
6105ME · Event Expense Meals										8,500.00			8,500.00
6106.06 · Legends of the Auto. Event Exp.			9,500.00										9,500.00
6105 · Event Expense - Other		29,000.00					34,500.00	34,500.00	34,500.00				63,500.00
Total 6105 · Event Expense		29,000.00	51,500.00				34,500.00	34,500.00	34,500.00	273,500.00			388,500.00
6205 · Other Expenses							19,200.00	19,200.00	19,200.00				19,200.00
6500 · Chapter Incentives & Rebates													
6505.00 · Insurance Rebates									13,800.00				13,800.00
6515.00 · Dealer Drive Program									1,260.00				1,260.00
Total 6500 · Chapter Incentives & Rebates									15,060.00				15,060.00
6600 · Surveys							240.00	240.00	240.00				240.00

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January through December 2012

	Chapter Congress	Club Racing	Monterey	Board (National)	Chapters (National)	CPO Trial (General)	General - Other (General)	(National)	Total National	Total General			TOTAL
										Oktoberfest	Raffle	Roundel	
6700 · Charitable Contributions													
6700.00 · Charitable Contr Set-aside							44,500.00	44,500.00	44,500.00				44,500.00
Total 6700 · Charitable Contributions							44,500.00	44,500.00	44,500.00				44,500.00
6702 · Foundation Contribution in kind							17,000.00	17,000.00	17,000.00				17,000.00
6805 · Depreciation Expense		1,150.00					93,960.00	93,960.00	93,960.00				95,110.00
Total Expense	156,000.00	91,830.00	72,400.00	76,000.00	133,260.00	105,000.00	1,371,620.00	1,476,620.00	1,685,880.00	300,500.00	43,500.00	1,440,140.00	3,790,250.00
Net Ordinary Income	-150,000.00	10,026.00	2,100.00	-76,000.00	1,780,440.00	-105,000.00	-1,260,340.00	-1,365,340.00	339,100.00	22,300.00	431,500.00	-635,840.00	19,186.00
Other Income/Expense													
Other Income													
7000 · Other Income													
7005 · Interest Income							61,500.00	61,500.00	61,500.00				61,500.00
7010 · Dividend Income							960.00	960.00	960.00				960.00
7015.01 · Revenue Write offs							-1,000.00	-1,000.00	-1,000.00				-1,000.00
Total 7000 · Other Income							61,460.00	61,460.00	61,460.00				61,460.00
Total Other Income							61,460.00	61,460.00	61,460.00				61,460.00
Other Expense													
8000 · Other Expense													
8050 · Federal Income Taxes							48,000.00	48,000.00	48,000.00				48,000.00
8060 · State Income Taxes							9,000.00	9,000.00	9,000.00				9,000.00
8070 · Licenses and Fees							20,000.00	20,000.00	20,000.00				20,000.00
Total 8000 · Other Expense							77,000.00	77,000.00	77,000.00				77,000.00
Total Other Expense							77,000.00	77,000.00	77,000.00				77,000.00
Net Other Income							-15,540.00	-15,540.00	-15,540.00				-15,540.00
Net Income	-150,000.00	10,026.00	2,100.00	-76,000.00	1,780,440.00	-105,000.00	-1,275,880.00	-1,380,880.00	323,560.00	22,300.00	431,500.00	-635,840.00	3,646.00

Note: There are a few minor differences due to rounding between the Budget by Class and the Budget Draft.

Budget V6	2011 Budget	2011 Annualized	Budget vs. Actual 2011	2012 Budget	2012 Budget in Excess of 2011 Annualized	
Ordinary Income/Expense						
Income						
4000 · Revenues						
4005 · Membership Dues						
4005.00 · Membership Dues	2,852,000	2,857,651	5,651	2,892,000	34,349	241,000
4005.95 · E30 M3 SIG	-	-	-	-	-	-
4005.96 · Club Race License	30,000	28,692	(1,308)	28,692	-	2,391
4005.98 · CR Digest SIG	-	-	-	-	-	-
4005.99 · Discounts (Staff Adjmts)	-	-	-	-	-	-
Chapters	-	-	-	-	-	-
4005.99 · Discounts (Staff Adjmts) - Other	-	(4,723)	(4,723)	(4,723)	-	(394)
Total 4005.99 · Discounts (Staff Adjmts)	-	(4,723)	(4,723)	(4,723)	-	(394)
4005 · Membership Dues - Other	-	(26)	(26)	(26)	-	(2)
Total 4005 · Membership Dues	2,882,000	2,887,180	5,180	2,915,943	34,349	242,995
4010.07 · First Class & Air Mail Revenue	9,000	4,828	(4,172)	4,828	-	402
4015.07 · Classified Advertising Revenue	7,500	6,890	(610)	6,890	-	574
4020.07 · Commercial Advertising Revenue	926,859	979,896	53,036	979,896	-	81,658
DigiStrausa Ad Revenue	-	-	-	-	-	-
4025.07 · Reprints Revenue	4,500	4,177	(323)	4,177	-	348
4030.01 · Merchandise Sales	-	-	-	-	-	-
4030.05 · Oktoberfest Logo Merch Revenue	7,000	3,963	(3,037)	3,963	-	330
4030.96 · Club Racing Merch Sales	2,000	1,720	(280)	1,720	-	143
4030.01 · Merchandise Sales - Other	10,000	25,378	15,378	25,378	-	2,115
Total 4030.01 · Merchandise Sales	19,000	32,198	13,198	31,061	(1,137)	2,588
4035 · Royalty Income	-	-	-	-	-	-
4035.02 · Medjet Assistance Royalty	-	149	149	149	-	12
4035.03 · Lockton Risk Svcs, Inc Royalty	-	3,229	3,229	2,691	(538)	224
4035.04 · Multiview Royalty	-	14,006	14,006	33,000	18,994	2,750
4036.01 · Bentley Books	-	144	144	144	-	12
4039.01 · Copyright Clearance Center	-	199	199	199	-	17
4035 · Royalty Income - Other	-	26	26	26	-	2
Total 4035 · Royalty Income	-	17,753	17,753	36,208	18,455	3,017
4040.08 · Net Raffle Income	460,000	459,276	(724)	475,000	15,724	39,583
4045.01 · Registrations	-	-	-	-	-	-
4045.05 · Oktoberfest Registration	230,000	190,618	(39,382)	228,742	38,124	19,062
4045.06 · Festorics Registration Income	53,000	35,611	(17,389)	35,611	-	2,968
4045.07 · Legends of Autobahn Registration	-	10,505	10,505	10,505	-	875
4045.01 · Registrations - Other	8,000	10,316	2,316	10,316	-	860
Total 4045.01 · Registrations	291,000	247,050	(43,950)	285,174	38,124	23,764
4050.01 · Sponsorship	-	-	-	-	-	-
4050.05 · Oktoberfest Sponsorships	-	75,898	75,898	75,898	-	6,325
4050.96 · Club Racing Sponsorship	85,000	71,300	(13,700)	71,300	-	5,942
4050.01 · Sponsorship - Other	84,000	64,000	(20,000)	64,000	-	5,333
Total 4050.01 · Sponsorship	169,000	211,198	42,198	211,198	-	17,600
4055.01 · List Rentals	30,000	35,500	5,500	35,500	-	2,958
4060 · Friends of BMW	-	-	-	-	-	-
4060.01 · Friends of BMW	-	6	6	6	-	1
Total 4060 · Friends of BMW	-	6	6	6	-	1
4070.01 · Credit Card Affinity Fees	100,000	100,000	-	100,000	-	8,333
4076.01 · Other Event Revenues	-	-	-	-	-	-
4076.05 · Oktoberfest Other Event Revenue	-	4,080	4,080	3,400	(680)	283
4076.96 · Club Racing Other Event	-	60	60	50	(10)	4

Note: Unless noted out to the side, budget numbers are based on annualized figures from Jan-Oct 2011.

Based on the monthly payments annualized (this program started in Spring of 2011). We are receiving a 20% commission on ad sales. After one year with MultiView we have the option of bringing this in house.

Based on 2011 results.

Based on 2011 registration at approximately 500 increasing to approximately 600.

Budget V6	2011 Budget	2011 Annualized	Budget vs. Actual 2011	2012 Budget	2012 Budget in Excess of 2011 Annualized	
6025 · Printing - Other	604,404	663,392	58,987	651,392	(12,000)	Based on 2011 annualized with a \$1,000/month savings for change in paper weight in fall 2011.
Total 6025 · Printing	624,404	697,602	73,198	695,602	(2,000)	54,283
6026 · Postage	-	-	-	-	-	
6026.01 · Postage-General	60,000	64,201	4,201	65,485	1,284	5,457
6026.96 · Club Racing Postage	8,000	6,007	(1,993)	6,127	120	511
6026 · Postage - Other	427,121	429,118	1,996	437,700	8,582	36,475
Total 6026 · Postage	495,121	499,326	4,204	509,312	9,987	A 2% increase built in for any increases in postage.
6030 · Telephone	14,000	19,413	5,413	19,413	-	42,443
6035 · Utilities	4,000	4,450	450	4,450	-	1,618
6040 · Travel & Entertainment	-	-	-	-	-	371
6040ME · Travel (Meals & Entertainment)	18,000	4,684	(13,316)	4,684	-	-
6041 · Meetings	-	-	-	-	-	390
6041ME · Meetings (Meals & Ent.)	10,000	17,889	7,889	14,907	(2,981)	1,242
6041 · Meetings - Other	53,000	66,290	13,290	55,241	(11,048)	4,603
Total 6041 · Meetings	63,000	84,178	21,178	70,149	(14,030)	5,846
6042.09 · Congresses	-	-	-	-	-	-
6042.00 · Congresses Set-aside	-	521	521	-	(521)	-
6042ME · Congress (Meals & Ent)	-	9,513	9,513	25,000	15,487	2,083
6042.09 · Congresses - Other	12,000	18,596	6,596	131,000	112,404	10,917
Total 6042.09 · Congresses	12,000	28,630	16,630	156,000	127,370	Based on event budget. Increase in attendance by 1 per chapter.
6043.01 · RVP Travel	-	-	-	-	-	13,000
6043ME · RVP Travel (Meals & Ent.)	500	248	(252)	500	252	-
6043.01 · RVP Travel - Other	6,000	4,715	(1,285)	6,000	1,285	42
Total 6043.01 · RVP Travel	6,500	4,964	(1,536)	6,500	1,536	500
6046.01 · Employee/Member Goodwill	-	-	-	-	-	542
6046ME · Empl/Mbr Goodwill (Meals & Ent)	2,000	1,726	(274)	1,726	-	-
6046.01 · Employee/Member Goodwill - Other	5,000	9,922	4,922	9,922	-	144
Total 6046.01 · Employee/Member Goodwill	7,000	11,648	4,648	11,648	-	827
6048.00 · Chapter Goodwill	7,000	6,027	(973)	6,027	-	971
6049.96 · Tech Steward	-	-	-	-	-	502
6049ME · Tech Steward (Meals & Ent.)	250	127	(123)	250	123	-
6049.96 · Tech Steward - Other	6,500	12,524	6,024	6,500	(6,024)	21
Total 6049.96 · Tech Steward	6,750	12,651	5,901	6,750	(5,901)	542
6052.96 · T&S Steward	-	-	-	-	-	563
6052ME · T&S Steward (Meals & Ent.)	250	939	689	250	(689)	-
6052.96 · T&S Steward - Other	6,500	10,654	4,154	6,500	(4,154)	21
Total 6052.96 · T&S Steward	6,750	11,593	4,843	6,750	(4,843)	542
6057.96 · Comp Steward	-	-	-	-	-	563
6057ME · Comp Steward (Meals & Ent.)	-	631	631	-	(631)	-
6057.96 · Comp Steward - Other	12,000	18,833	6,833	12,000	(6,833)	1,000
Total 6057.96 · Comp Steward	12,000	19,464	7,464	12,000	(7,464)	1,000
6058.96 · CR Registrar	-	-	-	-	-	-
6058ME · CR Registrar (Meals & Ent.)	250	58	(192)	58	-	5
6058.96 · CR Registrar - Other	-	802	802	802	-	67
Total 6058.96 · CR Registrar	250	860	610	860	-	72
6061.96 · CR Instructor	2,000	1,784	(216)	2,000	216	167
6061ME · CR Instructor Meals	-	453	453	453	-	38
6040 · Travel & Entertainment - Other	35,000	25,130	(9,870)	35,000	9,870	2,917
Total 6040 · Travel & Entertainment	176,250	212,066	35,816	318,821	106,755	26,568
6050 · Office Supplies and Expenses	40,000	35,183	(4,817)	35,183	-	2,932
6051 · Printed Business Supplies	20,000	53,870	33,870	53,870	-	4,489
6055 · Insurance	-	-	-	-	-	-
6055.01 · Insurance Chapter Checks	(227,000)	(197,736)	29,264	(197,736)	-	(16,478)
6055.02 · Chapter D&O Ins Payments	(14,000)	(14,232)	(232)	(14,232)	-	(1,186)
6055 · Insurance - Other	230,000	225,541	(4,459)	220,000	(5,541)	18,333
Total 6055 · Insurance	(11,000)	13,573	24,573	8,032	(5,541)	669

Budget V6	2011 Budget	2011 Annualized	Budget vs. Actual 2011	2012 Budget	2012 Budget in Excess of 2011 Annualized		
6059 · Marketing	32,500	106,320	73,820	165,000	58,680		13,750
6060 · Computer Software	14,767	6,799	(7,968)	10,000	3,201		833
6065 · Training & Education		-	-		-		-
6065ME · Training & Education Meals	-	1,219	1,219	1,000	(219)		83
6065 · Training & Education - Other	15,000	9,801	(5,199)	9,000	(801)		750
Total 6065 · Training & Education	15,000	11,020	(3,980)	10,000	(1,020)		833
6070 · Dues & Subscriptions	1,000	720	(280)	720	-		60
6075 · Legal Expenses	35,000	35,031	31	10,000	(25,031)		833
6076.01 · Accounting Expenses	26,600	31,470	4,870	40,000	8,530		3,333
6080 · Service Contracts	500	360	(140)	360	-		30
6086 Real Estate Taxes	6,000	6,000	-	6,000	-		500
6087 · Building Regime Expenses	5,000	5,933	933	5,933	-		494
Total 6085 · Occupancy Expenses	11,000	5,933	(5,067)	11,933	-		994
6090.01 · Bank Charges	-	1,795	1,795	1,795	-		150
6095 · Equipment Leases	22,485	24,018	1,533	24,018	-		2,001
6100.01 · RVP Discretionary Funds	-	-	-	-	-		-
6100ME · RVP Discretionary Funds Meals	2,100	360	(1,740)	360	-		30
6100.01 · RVP Discretionary Funds - Other	7,900	2,853	(5,047)	2,853	-		238
Total 6100.01 · RVP Discretionary Funds	10,000	3,213	(6,787)	3,213	-		268
6105 · Event Expense	-	-	-	-	-		-
6105.06 · Festorics Event Expense	20,000	46,913	26,913	41,913	(5,000)		3,493
6105ME · Event Expense Meals	23,000	8,375	(14,625)	8,375	-		698
6106.06 · Legends of the Auto. Event Exp.	7,500	9,412	1,912	9,412	-		784
6105 · Event Expense - Other	242,284	278,039	35,755	328,039	50,000		27,337
Total 6105 · Event Expense	292,784	342,739	49,955	387,739	45,000		32,312
6205 · Other Expenses	18,000	19,007	1,007	19,007	-		1,584
6500 · Chapter Incentives & Rebates	5,000	-	(5,000)	-	-		-
6505.00 · Insurance Rebates	20,000	13,578	(6,422)	13,578	-		1,132
6515.00 · Dealer Drive Program	-	1,260	1,260	1,260	-		105
Total 6500 · Chapter Incentives & Rebates	25,000	14,838	(10,162)	14,838	-		1,237
6600 · Surveys	-	239	239	239	-		20
6700 · Charitable Contributions	-	-	-	-	-	2,511.48	-
6700.00 · Charitable Contr Set-aside	20,000	73,300	53,300	44,710	(28,590)		3,726
6700 · Charitable Contributions - Other	20,000	350	(19,650)	350	-		29
Total 6700 · Charitable Contributions	40,000	88,380	48,380	45,060	(28,590)		3,755
6702 · Foundation Contribution in kind	40,000	13,992	(26,008)	16,790	2,798		1,399
6805 · Depreciation Expense	67,077	58,792	(8,285)	93,960	35,168		7,830
Total Expense	3,163,169	3,442,845	279,676	3,797,340	363,226		316,445
Net Ordinary Income	343,377	280,430	(62,947)	18,867	(270,292)		1,572
Other Income/Expense							
Other Income							
7000 · Other Income							
7005 · Interest Income	42,500	54,665	12,165	61,500	6,835		5,125
7010 · Dividend Income	2,000	943	(1,057)	943	-		79
7015.01 · Revenue Write offs	8,000	(736)	(8,736)	(1,000)	(264)		(83)
7030 · Unrealized Gain on Investment	-	4,009	4,009	-	(4,009)		-
Total 7000 · Other Income	52,500	58,882	6,382	61,443	2,561		5,120
Total Other Income	52,500	58,882	6,382	61,443	2,561		5,120
Other Expense							

This would be a reduction in general marketing from approximately \$90K to \$60K and \$105k approximate budget for the CPO trail (this is based on the assumption that a current run of Roundel would cover approximately 6 months).

Assumption that there will be a decrease in legal fees as a result of the IRS audit wrapping up. However if there is a significant legal battle related to Sunshine Bimmers, this would need to increase.
Rough estimate for audit and tax return.

Based on 2011 events with an increase in O'Fest expenses for expected increase in attendance.

Increase based on new database and web-site.

Budget V6

	2011 Budget	2011 Annualized	Budget vs. Actual 2011	2012 Budget	2012 Budget in Excess of 2011 Annualized	
8000 - Other Expense	500		(500)		-	-
8050 - Federal Income Taxes	175,000	48,000	(127,000)	48,000	-	4,000
8060 - State Income Taxes	25,000	9,000	(16,000)	9,000	-	750
8070 - Licenses and Fees	20,000	17,935	(2,065)	20,000	2,065	1,667
Total 8000 - Other Expense	220,500	74,935	(145,565)	77,000	2,065	6,417
Total Other Expense	220,500	74,935	(145,565)	77,000	2,065	6,417
Net Other Income	(168,000)	(16,053)	151,947	(15,557)	496	(1,296)
Net Income	175,377	264,377	89,000	3,310	(261,067)	276
Prior Year Members Equity		674,569		938,946		78,246
Ending Members Equity		938,946		942,257		78,521

Based on 2010 numbers adjusted for audit completion.

**BMW Car Club of America, Inc.
2010 vs. 2011 Budget**

	<u>Jan - Dec 10</u>	<u>Jan - Dec 11</u>	<u>2010 Budget vs. 2011</u>	
Ordinary Income/Expense				
Income				
4000 - Revenues				
4005 - Membership Dues				
4005.00 - Membership Dues	2,948,000.00	2,852,000.00	-96,000.00	-3%
4005.96 - Club Race License	30,000.00	30,000.00	0.00	0%
Total 4005 - Membership Dues	2,978,000.00	2,882,000.00	-96,000.00	-3%
4010.07 - First Class & Air Mail Revenue	9,000.00	9,000.00	0.00	0%
4015.07 - Classified Advertising Revenue	7,500.00	7,500.00	0.00	0%
4020.07 - Commercial Advertising Revenue	800,000.00	926,859.25	126,859.25	16%
4025.07 - Reprints Revenue	4,500.00	4,500.00	0.00	0%
4030.01 - Merchandise Sales				
4030.05 - Oktoberfest Logo Merch Revenue	12,500.00	7,000.00	-5,500.00	-44%
4030.96 - Club Racing Merch Sales	2,000.00	2,000.00	0.00	0%
4030.01 - Merchandise Sales - Other	10,000.00	10,000.00	0.00	0%
Total 4030.01 - Merchandise Sales	24,500.00	19,000.00	-5,500.00	-22%
4040.08 - Net Raffle Income	800,000.00	850,000.00	50,000.00	6%
4045.01 - Registrations				
4045.05 - Oktoberfest Registration	240,000.00	230,000.00	-10,000.00	-4%
4045.06 - Festorics Registration Income		53,000.00	53,000.00	100%
4045.01 - Registrations - Other	10,000.00	8,000.00	-2,000.00	-20%
Total 4045.01 - Registrations	250,000.00	291,000.00	41,000.00	16%
4050.01 - Sponsorship				
4050.05 - Oktoberfest Sponsorships	55,000.00		-55,000.00	-100%
4050.96 - Club Racing Sponsorship	85,000.00	85,000.00	0.00	0%
4050.01 - Sponsorship - Other	20,000.00	84,000.00	64,000.00	320%
Total 4050.01 - Sponsorship	160,000.00	169,000.00	9,000.00	6%
4055.01 - List Rentals	20,000.00	30,000.00	10,000.00	50%
4070.01 - Credit Card Affinity Fees	100,000.00	100,000.00	0.00	0%
4078.01 - Advertising Revenue				
4078.05 - Oktoberfest Advertising Rev	5,000.00	2,500.00	-2,500.00	-50%
Total 4078.01 - Advertising Revenue	5,000.00	9,000.00	4,000.00	80%
Total 4078.01 - Advertising Revenue		11,500.00		
4090.01 - Other Revenues				
Total 4090.01 - Other Revenues	11,000.00		-11,000.00	-100%
Total 4000 - Revenues	5,169,500.00	5,300,359.25	130,859.25	3%
Total Income	5,169,500.00	5,300,359.25	130,859.25	3%
Cost of Goods Sold				
5000.01 - Direct Costs				
5005.00 - Chapter Dues Rebates	1,031,800.00	1,083,760.31	51,960.31	5%
5010.01 - Cost of Merchandise Sold				
5010.05 - Ofest Logo Cost of Goods Sold	11,000.00	7,000.00	-4,000.00	-36%
5010.96 - Club Racing Cost of Goods Sold	2,000.00	2,000.00	0.00	0%
Total 5010.01 - Cost of Merchandise Sold	13,000.00	40,000.00	27,000.00	208%

**BMW Car Club of America, Inc.
2010 vs. 2011 Budget**

	<u>Jan - Dec 10</u>	<u>Jan - Dec 11</u>	<u>2010 Budget vs. 2011</u>	
5016.07 - Roundel Advertising Rep	167,000.00	176,102.95	9,102.95	5%
5020.01 - Credit Card Fees	105,500.00	94,950.00	-10,550.00	-10%
Total 5000.01 - Direct Costs	1,317,300.00	1,403,813.26	86,513.26	7%
Total COGS	1,317,300.00	1,403,813.26	86,513.26	7%
Gross Profit	3,852,200.00	3,896,545.99	44,345.99	1%
Expense				
6005 - Salaries & Wages	380,000.00	415,227.36	35,227.36	9%
6006 - Payroll Taxes	30,000.00	32,100.96	2,100.96	7%
6007 - Employee Fringe Benefits	58,000.00	70,826.55	12,826.55	22%
6008 - 401(k) Match	14,000.00	16,576.92	2,576.92	18%
6010 - Outside Contractors				
6010.00 - Outside Contractors Set-aside		12,533.33	12,533.33	100%
6014.07 - Roundel Staff				
6011.07 - Roundel Editor-in-Chief	110,000.00	109,999.92	-0.08	0%
6013.07 - Roundel Design	95,000.00	92,068.20	-2,931.80	-3%
Total 6014.07 - Roundel Staff	205,000.00	202,068.12	-2,931.88	-1%
6015 - Writers	200,000.00	200,000.00	0.00	0%
6017 - Computer Services	111,000.00	139,147.20	28,147.20	25%
6018.11 - Web Page Services	28,500.00	19,800.00	-8,700.00	-31%
6021 - Design-Other	6,000.00	6,000.00	0.00	0%
6010 - Outside Contractors - Other	74,500.00	1,400.00	-73,100.00	-98%
Total 6010 - Outside Contractors	625,000.00	580,948.65	-44,051.35	-7%
6020 - Production	15,000.00	16,000.00	1,000.00	7%
6025 - Printing				
6025.98 - Elections Printing	2,000.00	2,000.00	0.00	0%
6025E - Electronic Roundel Publishing		18,000.00	18,000.00	100%
6025 - Printing - Other	602,000.00	604,404.44	2,404.44	0%
Total 6025 - Printing	604,000.00	624,404.44	20,404.44	3%
6026 - Postage				
6026.01 - Postage-General	384,000.00	20,000.00	-364,000.00	-95%
6026.96 - Club Racing Postage	8,000.00	8,000.00		
6026 - Postage - Other		467,121.35	467,121.35	100%
Total 6026 - Postage	392,000.00	495,121.35	103,121.35	26%
6030 - Telephone	16,000.00	14,000.00	-2,000.00	-13%
6035 - Utilities	5,000.00	4,000.00	-1,000.00	-20%
6040 - Travel & Entertainment				
6040ME - Travel (Meals & Entertainment)		18,000.00	18,000.00	100%
6041 - Meetings				
6041ME - Meetings (Meals & Ent.)		10,000.00	10,000.00	100%
6041 - Meetings - Other		53,000.00	53,000.00	100%
Total 6041 - Meetings	90,000.00	63,000.00	-27,000.00	-30%
6042.09 - Congresses	100,000.00	12,000.00	-88,000.00	-88%
6043.01 - RVP Travel				
6043ME - RVP Travel (Meals & Ent.)		500.00	500.00	100%

**BMW Car Club of America, Inc.
2010 vs. 2011 Budget**

	<u>Jan - Dec 10</u>	<u>Jan - Dec 11</u>	<u>2010 Budget vs. 2011</u>	
6043.01 · RVP Travel - Other		6,000.00	6,000.00	100%
Total 6043.01 · RVP Travel	12,000.00	6,500.00	-5,500.00	-46%
6046.01 · Employee/Member Goodwill				
6046ME · Empl/Mbr Goodwill (Meals & Ent)		2,000.00	2,000.00	100%
6046.01 · Employee/Member Goodwill - Other		5,000.00	5,000.00	100%
Total 6046.01 · Employee/Member Goodwill	2,000.00	7,000.00	5,000.00	250%
6048.00 · Chapter Goodwill		7,000.00	7,000.00	100%
6049.96 · Tech Steward				
6049ME · Tech Steward (Meals & Ent.)		250.00	250.00	100%
6049.96 · Tech Steward - Other		6,500.00	6,500.00	100%
Total 6049.96 · Tech Steward	10,000.00	6,750.00	-3,250.00	-33%
6052.96 · T&S Steward				
6052ME · T&S Steward (Meals & Ent.)		250.00	250.00	100%
6052.96 · T&S Steward - Other		6,500.00	6,500.00	100%
6052.96 · T&S Steward	10,000.00	6,750.00	-3,250.00	-33%
6056.96 · CR Chair				
6056ME · CR Chair (MEals & Ent.)		250.00	250.00	100%
Total 6056.96 · CR Chair		250.00	250.00	100%
6057.96 · Comp Steward	10,000.00	12,000.00	2,000.00	20%
6061.96 · CR Instructor		2,000.00	2,000.00	100%
6040 · Travel & Entertainment - Other	60,500.00	35,000.00	-25,500.00	-42%
Total 6040 · Travel & Entertainment	294,500.00	176,250.00	-118,250.00	-40%
6045 · Advertising	17,000.00		-17,000.00	-100%
6050 · Office Supplies and Expenses	33,500.00	40,000.00	6,500.00	19%
6051 · Printed Business Supplies	31,500.00	20,000.00	-11,500.00	-37%
6055 · Insurance				
6055.01 · Insurance Chapter Checks	-229,000.00	-227,000.00	2,000.00	-1%
6055.02 · Chapter D&O Ins Payments	-16,000.00	-14,000.00	2,000.00	-13%
6055 · Insurance - Other	245,000.00	230,000.00	-15,000.00	-6%
Total 6055 · Insurance	0.00	-11,000.00	-11,000.00	100%
6059 · Marketing	15,500.00	32,500.00	17,000.00	110%
6060 · Computer Software	25,000.00	14,767.00	-10,233.00	-41%
6065 · Training & Education	34,500.00	15,000.00	-19,500.00	-57%
6070 · Dues & Subscriptions	2,000.00	1,000.00	-1,000.00	-50%
6075 · Legal Expenses	50,000.00	35,000.00	-15,000.00	-30%
6076.01 · Accounting Expenses	36,000.00	43,600.00	7,600.00	21%
6080 · Service Contracts	500.00	500.00	0.00	0%
6085 · Occupancy Expenses				
6086 · Real Estate Taxes	6,000.00	6,000.00	0.00	0%
6087 · Building Regime Expenses	5,000.00	5,000.00	0.00	0%
Total 6085 · Occupancy Expenses	11,000.00	11,000.00	0.00	0%
6095 · Equipment Leases	13,000.00	22,484.88	9,484.88	73%
6100.01 · RVP Discretionary Funds				
6100ME · RVP Discretionary Funds Meals		2,100.00	2,100.00	100%

**BMW Car Club of America, Inc.
2010 vs. 2011 Budget**

	<u>Jan - Dec 10</u>	<u>Jan - Dec 11</u>	<u>2010 Budget vs. 2011</u>	
6100.01 · RVP Discretionary Funds - Other		7,900.00	7,900.00	100%
6100.01 · RVP Discretionary Funds	25,000.00	10,000.00	-15,000.00	-60%
6105 · Event Expense				
6105.06 · Festorics Event Expense		20,000.00	20,000.00	100%
6105ME · Event Expense Meals		23,000.00	23,000.00	100%
6106.06 · Legends of the Auto. Event Exp.		7,500.00	7,500.00	100%
6105 · Event Expense - Other		632,283.98	632,283.98	100%
6105 · Event Expense	625,000.00	682,783.98	57,783.98	9%
6205 · Other Expenses	25,000.00	18,000.00	-7,000.00	-28%
6500 · Chapter Incentives & Rebates				
6505.00 · Insurance Rebates	35,000.00	18,000.00	-17,000.00	-49%
		2,000.00	2,000.00	100%
6525 · Chapter Event Development	20,000.00	5,000.00	-15,000.00	-75%
Total 6500 · Chapter Incentives & Rebates	55,000.00	25,000.00	-30,000.00	-55%
6700 · Charitable Contributions				
6700.00 · Charitable Contr Set-aside	20,000.00	20,000.00	0.00	0%
6700 · Charitable Contributions - Other	30,000.00	20,000.00	-10,000.00	-33%
Total 6700 · Charitable Contributions	50,000.00	40,000.00	-10,000.00	-20%
6702 · Foundation Contribution in kind	20,000.00	40,000.00	20,000.00	100%
6805 · Depreciation Expense	84,000.00	67,076.76	-16,923.24	-20%
Total Expense	3,587,000.00	3,553,168.85	-33,831.15	-1%
Net Ordinary Income	265,200.00	343,377.14	78,177.14	29%
Other Income/Expense				
Other Income				
7000 · Other Income				
7005 · Interest Income	50,000.00	42,500.00	-7,500.00	-15%
7010 · Dividend Income	2,000.00	2,000.00	0.00	0%
7015.01 · Revenue Write offs		-2,000.00	-2,000.00	100%
7015.01 · Revenue Write offs	-2,000.00	10,000.00	12,000.00	-600%
Total 7000 · Other Income	50,000.00	52,500.00	2,500.00	5%
Total Other Income	50,000.00	52,500.00	2,500.00	5%
Other Expense				
8000 · Other Expense				
8005 · Investment Advisory Fees	2,000.00	500.00	-1,500.00	-75%
8050 · Federal Income Taxes	250,000.00	175,000.00	-75,000.00	-30%
8060 · State Income Taxes	45,000.00	25,000.00	-20,000.00	-44%
8070 · Licenses and Fees	6,000.00	20,000.00	14,000.00	233%
Total 8000 · Other Expense	303,000.00	220,500.00	-82,500.00	-27%
Total Other Expense	303,000.00	220,500.00	-82,500.00	-27%
Net Other Income	-253,000.00	-168,000.00	85,000.00	-34%
Net Income	12,200.00	175,377.14	163,177.14	1338%

**BMW CAR CLUB OF AMERICA
BOARD MEMBER TRAVEL AND OTHER EXPENSE REIMBURSEMENT
POLICY**

1. Purpose.

The Board of Directors of the BMW Car Club of America recognizes that the Board Members may be required to travel or incur other expenses from time to time to conduct Club business and to further the mission of this non-profit organization. The purpose of this Policy is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred. It is the policy of the BMW Car Club of America to reimburse only reasonable and necessary expenses actually incurred. When incurring business expenses, the BMW Car Club of America expects Board Members to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost conscious and spend the Club's money carefully.
- Report expenses, supported by required documentation, as they were actually spent.

2. Expense Report.

Expenses will not be reimbursed unless the individual requesting reimbursement submits an Expense Report using the standard expense reimbursement form found on the Club's web-site. The Expense Report, which shall be submitted within two weeks of the completion of travel if travel expense reimbursement is requested, must include receipts.

3. Receipts.

Receipts are required for all expenditures billed directly to the BMW Car Club of America, such as airfare and hotel charges. No expense in excess of \$25.00 will be reimbursed unless the individual requesting reimbursement submits with the Expense Report written receipts from each vendor (not a credit card receipt or statement) showing the vendor's name, a description of the services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable).

4. General Travel Requirements.

A. Advance Approval.

All trips involving air travel must be approved in advance by the Board President, with the exception of air travel for board meetings (booked in accordance with the lowest fair option) or travel that falls within the RVPs discretionary travel budget. Mileage reimbursements related to events within a board member's region, and de minimis charges for these events. *All travel* cost in excess of the Board Members annual budgetary travel allowance shall be approved in advance.

B. Personal and Spousal Travel Expenses.

Individuals traveling on behalf of the BMW Car Club of America may incorporate personal travel or business with their Club-related trips; **however**, Board Members shall not arrange Club travel at a time that is less advantageous to the BMW Car Club of America or involving greater expense to the BMW Car Club of America in order to accommodate personal travel plans. Any additional expenses incurred as a result of personal travel, including but not limited to extra hotel nights, room charges, additional layovers, meals or transportation, are the sole responsibility of the individual and will not be reimbursed by the BMW Car Club of America. Expenses associated with travel of an individual's spouse, family or friends will not be reimbursed by the BMW Car Club of America.

5. Air Travel.

A. General.

Air travel reservations should be made no greater than 90 days in advance and no less than 21 days in advance (unless approved by the Board President) in order to take advantage of reduced fares. BMW Car Club of America will reimburse or pay only the cost of the lowest coach class fare actually available direct, non-stop flights from the airport nearest the individual's home or office to the airport nearest the destination (If non-stop flights are unavailable or the lowest fair flight is at an unreasonable hour, Members are allowed to select a reasonable, low fare alternative.) Surcharges for premium seating are not reimburseable.

B. Frequent Flyer Miles and Compensation for Denied Boarding.

Personnel traveling on behalf of BMW Car Club of America may accept and retain frequent flyer miles and compensation for denied boarding for their personal use. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if less expensive comparable tickets are available on another airline.

6. Lodging.

Personnel traveling on behalf of BMW Car Club of America may be reimbursed at the single room rate for the reasonable cost of hotel accommodations (Rates in excess of \$125 per night, before tax, shall be preapproved by the Board President. Convenience, the cost of staying in the city in which the hotel is located, and proximity to other venues on the individual's itinerary shall be considered in determining reasonableness. Personnel shall make use of available corporate and discount rates for hotels. "Deluxe" or "luxury" hotel rates will not be reimbursed.

7. Out-Of-Town Meals.

Board members traveling on behalf of BMW Car Club of America are reimbursed for the reasonable and actual cost of meals (including tips and excluding alcohol).

8. Ground Transportation at Destination.

Board members are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability:

Courtesy Cars

Many hotels have courtesy cars, which will take you to and from the airport at no charge. The hotel will generally have a well-marked courtesy phone at the airport if this service is available. Board members should take advantage of this free service whenever possible.

Airport Shuttle or Bus

Airport shuttles or buses generally travel to and from all major hotels for a small fee. At major airports such services are as quick as a taxi and considerably less expensive. Airport shuttle or bus services are generally located near the airport's baggage claim area.

Taxis

When courtesy cars and airport shuttles are not available, a taxi is often the next most economical and convenient form of transportation when the trip is for a limited time and minimal mileage is involved. A taxi may also be the most economical mode of transportation between an individual's home and the airport.

Rental Cars

Car rentals are expensive so other forms of transportation should be considered when practical. Board members will be allowed to rent a car while out of town provided that the cost is less than alternative methods of transportation or if necessary for Club business while in the area.

9. Personal Cars.

Board members are compensated for use of their personal cars when used for Club business. When individuals use their personal car for such travel, including travel to and from the airport, mileage will be allowed at the currently approved IRS rate per mile. In the case of individuals using their personal cars to take a trip that would normally be made by air, e.g., Minneapolis to Milwaukee, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round trip coach airfare. In addition, for extensive trips where it would be more economical to obtain a rental car vs. the standard mileage reimbursement, Board Members would be reimbursed at the lower of the cost to obtain a rental car or standard mileage reimbursement.

10. Parking/Tolls.

Parking and toll expenses, including charges for hotel parking, incurred by Board Members traveling on Club business will be reimbursed. The costs of parking tickets, fines, car washes, valet service, etc., are the responsibility of the board member and will not be reimbursed. On-airport parking is permitted for short business trips of no more than two days. For extended trips, board members should use off-airport facilities.

11. Entertainment and Registration Fees.

Reasonable expenses incurred for business-related entertainment will be reimbursed only if the expenditures are approved in advance by the Board President or ED. Reasonable registration fees for Club related events within the Board Members region (up to the Board Members approved budget) will be reimbursed. In addition, registration fees for

the Oktoberfest social package will be waved (participation in driving events will not be reimbursed).

12. Other Expenses.

Reasonable Club-related telephone and fax charges of Board Members are reimbursable. In addition, reasonable and customary gratuities that are not covered under meals may be reimbursed.

13. Non-Reimbursable Expenditures.

BMW Car Club of America maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a nonprofit organization. Expenses that are not reimbursable include, but are not limited to:

- Travel insurance.
- First class tickets or upgrades.
- When lodging accommodations have been arranged by BMW Car Club of America and the individual elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by BMW Car Club of America. Reimbursement shall not be made for transportation between the alternate lodging and the meeting site.
- Limousine travel.
- Movies, liquor or bar costs.
- Membership dues at any country club, private club, or similar recreational organization.
- Participation in or attendance at a sporting event (unless specifically detailed above), without the advance approval of the Board President or designee.
- Purchase of sporting equipment.



BMW Car Club of America
John E. Sullivan
North Atlantic Region Vice President
334 Elmwood Ave.
Wollaston, MA 02170
northatlanticrvp@bmwcca.org

To: Board of Directors, BMW CCA
Executive Director, BMW CCA

Date: January 8, 2012

Subject: North Atlantic RVP Pre-Meeting Report for January 20 - 22, 2012 BOD Meeting

Travel & Expenses:

- O'Fest Birmingham, AL Related Expenses \$245.75
- BOD Meeting Monterey, CA Air Fare \$299.40
- Chapter Congress Dallas, TX Air Fare \$577.40

Planned Travel:

- Chapter Congress Dallas TX February 24-26
- BOD/Annual Meeting Greenville SC March 30 - April 1

RVP Discretionary Funds:

- New York Chapter Show & Shine \$300.00
- Green Mtn. Chapter OktoberFAST Regional Event \$300.00

Newsletter Delinquencies:

- None Pending as of this Report

Relevant Notes:

- Pending Regional Conference Call "Fundraising what Chapters do to donate or give back to the community" scheduled for January 30, 2012

Respectfully submitted,

John E. Sullivan



BMW Car Club of America
Michael Lingenfelter
RVP, North Central Region
15106 Kampen Circle
Carmel, IN 46033
317-513-0788
northcentralrvp@bmwcca.org

January 14, 12

To: Board of Directors, BMW CCA
Executive Director, BMW CCA
From: Michael Lingenfelter, North Central Region RVP
Subject: Pre-Meeting Report, January 2012 Board Meeting

Chapter Highlights:

- None to report

Completed Travel:

- 11/21/2011: Membership retention/recruitment chapter focus group (\$216.30)
- 12/15/2011: Oktoberfest 2012 TSD Rally layout (\$144.93)
- The amount of funds used from my travel allowance was \$361.23 for the reporting period and \$2,473.27 for calendar year 2011.

Planned travel:

- 1/20/2012: BMW CCA board meeting (Monterrey CA)
- 2/24/2012: BMW CCA chapter congress (Dallas TX)
- 3/30/2012: BMW CCA annual meeting, board meeting (Greenville SC)

Chapter conference calls:

- November 21, 2011: membership retention (including focus group readout)

Discretionary funds committed:

- None

Discretionary funds planned:

- TBD

Regards,

Michael Lingenfelter



BMW Car Club of America
Jeff Cowan
RVP, Pacific Region
425 Concord Dr.
Menlo Park, CA 94025
650.322.4938
pacificrvp@bmwcca.org

January 14, 2012

To: Board of Directors, BMW CCA
Executive Director, BMW CCA
From: Jeff Cowan, Pacific Region RVP
Subject: Pre-Meeting Report, January 2012 Board Meeting

Chapter Issues:

- Autox incidents in Fall 2011 with GGC and San Diego Chapters

Delinquent Newsletter status

- No update

Completed Travel:

- None

Planned travel:

- None

Discretionary funds committed:

- None

Discretionary funds planned:

- TBD

Regards,

Jeff Cowan



BMW Car Club of America
Dan Baker
South Central Regional Vice
President
5307 Windham Springs Court
Houston, TX 77041
southcentralrvp@bmwcca.org

To: Board of Directors, BMW CCA
Executive Director, BMW CCA

Date: January 10, 2012

Subject: South Central RVP Pre-Meeting Report for January 20-22, 2012 BOD Meeting

Travel & Expenses:

- O'Fest BOD Meeting, Birmingham, AL Related Expenses \$340.68
- National DEC Meeting, Indianapolis, IN Related Expenses \$535.60

Planned Travel:

- BOD Meeting, Monterey, CA, January 20 – 22, 2012
- Chapter Congress Dallas, TX, February 24 – 26, 2012
- BOD Meeting, Greenville, SC, March 30 – April 1, 2012

RVP Discretionary Funds:

- None requested, none expended

Newsletter or Chapter Report Delinquencies:

- None as of this Report

Relevant Notes:

Attended National DEC meeting in Indianapolis weekend of Jan 7 – 8, 2012 as Board Liaison. Neil Maller will be attending the next BOD meeting in Monterey to present the DEC's full report to the Board.

Respectfully Submitted
Dan Baker



BMW Car Club of America, Inc.
Paul Dunlevy
South Atlantic Regional VP
6424 Littlewood Road
Kernersville, NC 27284
336-996-3149
southatlanticrvp@bmwcca.org

To: Board of Directors, BMW CCA
Executive Director, BMW CCA

Date: January 12, 2012

Subject: South Atlantic RVP Pre-Meeting Report for January 21, 2012 Board meeting.

Travel & Expenses
Attend National BOD meeting in Monterey, CA

Planned Travel
Chapter Congress at DFW

RVP Discretionary Funds - None

Chapter Probation Report: None

Newsletter Delinquencies - ?

Sunshine Bimmers continues to present new challenges.

Respectfully submitted,

Paul Dunlevy



BMW Car Club of America
Frank C. Patek, II
Executive Director
640 South Main Street, Ste 201
Greenville, SC 29601
864-250-0022
frank_patek@bmwcca.org

Re: January 21, 2010 Board Meeting – Monterey, CA

DATABASE/WEBSITE/OPERATIONS

We are now into our seventh month since the launch of the new database and website. In November of 2011 our new forums launched. To date the response has been positive and usage is growing slowly, but steadily.

The functionality of the new database has proven itself in the area of member reclamation. In late September and again in early December an e mail was sent to lapsed members inviting them to rejoin the club at reduced rate via a discount code. These two efforts resulted in a return of nearly 600 members via the web alone. Each member was restored to his/her original membership number and none required staff action.

A Workflow Manager modification, soon to be installed, will allow for automatically generated e mails to be sent to new members, lapsing members and to members requesting information about certain types of events. A detailed modification is being done to allow for a fully PCI compliant auto-renew process. (It must be noted that American Express does not have a procedure in place to share updates of credit card information. Members using AmEx will still need to regularly update their cc information.)

Unfortunately, there remains some missing functionality in terms of the Master Report that we provide chapters on a monthly basis. We are working with GoMembers to correct the reporting that they provided so that it can and will produce accurate reports on a regular basis.

Between December 11, 2011 and January 11, 2012 the site was visited 49,315 times by 35,915 people. (see attached report)

Roundel

We are now ready to begin the work of a cosmetic refresh of *Roundel*. While *Roundel* remains our single greatest asset for maintaining membership satisfaction we must provide it in both the most current print and digital formats available to us. As such we are now ready to evaluate applications to provide the magazine via tablet and mobile devices.

In terms of its online presence we need to better integrate *Roundel* into the website. Timely posting of articles, news bits and columnist profiles and comments is needed here. A lively *Roundel* presence on the website would provide members and non-members alike a reason to visit bmwcca.org on a regular basis and cause the club to become a part of their routine.

MEMBER SERVICES

Soon we will offer members the ability to download temporary and replacement cards from the website. Hard plastic member cards will thereafter be available and sent to members upon renewal.

STAFFING

We remain without a meeting planner, but I plan to offer a candidate for discussion at our meeting and with luck the position will soon be filled.

John Haverland has remained with us and will continue to work on Marketing and Communications. He will work closely with our vendors and sponsors to make certain they receive the attention they deserve and that their needs are addressed. Additionally, he is available to work with our chapters and has been assisting with the promotion of local events.

Peggy Helmke, our staff accountant and currently our longest serving staff member, has begun her transition to retirement and is stepping back to a part time basis. Peggy and Tricia Williams have begun a job share program and we hope they will both continue with us for as long as they like. In the meantime we have begun the search for a full time replacement for bookkeeper.

RAFFLE

Raffle for 2012 will begin in June. With the launch of the M5 and M6 this year we have some tempting prizes to look at for our Grand Prize. At this time the prices have not yet been announced.

OKTOBERFEST 2011

In my October Board Meeting report I was able to say that we remained oversold at the host hotel for Ofest 2011. Unfortunately, that quickly unraveled and by the end of that week we were back to our original room block. However, that should not be read as an indictment of the event. Virtually all responses to the event have been positive and quite a few acclaimed it as one of the best events in recent memory.

Heart of Dixie Chapter, Bruce Herstowski and his Peachtree AutoX volunteers, the River City TSD organizers and every volunteer associated with the event did an outstanding job and deserve our heartfelt thanks and appreciation.

I am particularly proud of the way our staff performed at this Ofest. They not only filled the gap left by our meeting planners' departure but they exceeded all expectations.

OKTOBERFEST 2012

I am pleased to say that planning is well underway and in spite of some difficult negotiations with the host hotel we are close to announcing the agenda registration. Mid-Ohio will be our host track and the event will kick off on September 17th and officially conclude on September 23rd. Buckeye Chapter will be our hosts and we can expect a warm welcome and wonderful week in Ohio.

OKTOBERFEST 2013

We have a rare opportunity to bring O'fest to one of the most beloved tracks in America and to host it in an area of rare beauty. I look forward to sharing details with you at our meeting.

REGIONAL EVENTS

Corrals

24Hours of Daytona January 27-28, 2012 hosted by First Coast Chapter and supported by Shell and possibly BMW NA

24Hours of Sebring March 14-17, 2012 hosted by Florida Suncoast and sponsored by BMW NA, BMW Performance Center and Shell.

OBX Cruise – April 27, 2012 Atlantic Beach, NC

The Vintage – May 25-27, 2012 hosted by Tarheel and presented by Scott Sturdy. Held in Winston-Salem, NC. Sponsored by BMW CCA, Liberty Mutual and Spaten.

The Pittsburgh Vintage Grand Prix July 10-22, 2012. Hosted by Allegheny Chapter and sponsored by BMW CCA, Liberty Mutual and Spaten.

The West Coast Summer Concours – Legends of the Autobahn August 17, 2012 hosted by Central Cal Chapter and sponsored by BMW CCA, Liberty Mutual and Spaten.

BMW CCA FESTORICS – sponsored by BMW CCA, Liberty Mutual and Spaten.

AFFINITY/MEMBER BENEFIT PROGRAMS

Roadside Assistance had been available through Nations Safe Driving since November 2008. Program cost began at \$3.00 per member per month or \$36.00 per year and provided coverage for the member, spouse and up to three children. Before ending in December of 2012 the program cost was \$4.00 per member per month or \$48.00 per year.

Unfortunately, as previously discussed this program was being heavily utilized to the point that it was costing the provider so much that it was no longer economically viable.

Chubb insurance has offered a similar service providing unlimited flat bed service to “registered” vehicles owned by members. Each occurrence would have a 25 mile limitation and emergency road side assistance benefits would be limited to \$100.00 per occurrence.

Tier One (Top Tier) - unlimited member usage, but with an assumed program usage cap - \$48.43 PMPY

24-hour Toll-Free Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year. Coverage is provided to any driver of the Covered Vehicle pre-registered with Road America. Sign and Drive assistance will be provided to Covered Vehicle for up to the program benefit limit stated per occurrence for the following services. For any amount exceeding program benefit limit, it is the Member’s responsibility to pay the service provider directly for the additional charges.

MAXIMUM BENEFIT LIMIT (unlimited member usage, these are limits per occurrence):

Tow Benefit- 25 Miles

Emergency Roadside Assistance Benefits - \$100.00 per occurrence

- **Towing Assistance** - When towing is necessary, the Member's disabled Covered Vehicle will be towed up to 25 miles at no cost to the customer.
- **Battery Service** - If a battery failure occurs, a jump start will be applied to start the Covered Vehicle.
- **Flat Tire Assistance** - Service consists of the removal of the flat tire and its replacement with the spare tire for the Covered Vehicle.
- **Fuel, Oil, Fluid and Water Delivery Service** - An emergency supply of fuel, oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. The Member must pay for the fuel or other fluid when it is delivered.
- **Lock-out Assistance** - If the Member’s keys are locked inside of the Covered Vehicle, Road America will provide for assistance in gaining entry to the Covered Vehicle

BENTLEY PUBLISHERS – would like to reprise their earlier BMW Enthusiats’s Companion piece with: **BMW Enthusiast’s Companion II: Owner Insights, Driving Performance and Service** from selected technical articles from the *Roundel* magazine. They would pay the club a 5% royalty on every copy sold up to 5000 and then increase the royalty on copies sold over 5000.

PRE-PAID LEGAL SERVICES

Thru Club Member David Wollman has proposed an affinity benefit to provide Identity Protection and Pre-Paid Legal services to club members. The combined plan would cost members \$25.90/month. For each member who opts into the program the Club would earn an affinity return in the first year of service of just under \$50.00 per member. In the second year of a members’ service the club would net approximately \$3.00 per member.

LTC FINANCIAL PARTNERS

A broker in the Long Term Care market has proposed an Affinity benefit providing insurance protection to members concerned about their care later in life. BMW CCA would be paid a \$10.00 lead fee for every qualified lead that contacts LTC.

HPDE INSURANCE 2011

BMW CCA HPDE Insurance Production		
Month	# of single event policies sold	Revenue to BMW CCA
Jan-11	0	\$ -
Feb-11	14	\$ 30.66
Mar-11	54	\$ 166.40
Apr-11	68	\$ 224.78
May-11	77	\$ 275.68
Jun-11	82	\$ 294.36
Jul-11	42	\$ 128.84
Aug-11	59	\$ 196.90
Sep-11	112	\$ 407.00
Oct-11	91	\$ 298.14
Nov-11	11	\$ 43.20
Dec-11	7	\$ 20.40
Annual / multi-event policies	56	\$1,462.24
<i>Total</i>	673	\$3,548.60

MEMBERSHIP

December 2011 Lapsed Member Appeal/JingleBulb Promotion

In December of 2011 BMW CCA ran a membership drive to recapture lapsed members in association with Stealth Auto. Combined with a discounted membership rate the first 100 respondents received a free set of bulbs from Stealth Auto. Every respondent after that received a 50% discount on those bulbs. The results were as follows:

Member Type	Count
PRIMARY1YR	289
PRIMARY2YR	79
PRIMARY3YR	34
Total Primary	402
ASSOC1YR	11
ASSOC2YR	3
ASSOC3YR	4
Total Associate	18
Total Members	420

September 2011 Lapsed Member Appeal – utilizing the discount feature that is built into our new database we were able to launch our most successful E-Rejoin campaign to date. During the last 4 days of September 231 lapsed members rejoined the club from one e mail. All 231 rejoined online because we were able to send them a link allowing them access to their old membership record.

With iMIS similar offers could only be accomplished by asking the member to call, fax or mail a renewal application to the office.

The breakdown of renewals was as follows:

1 year	165
2 year	46
3 year	20

2011 Membership Drive

2213 referrals made by 1454 referrers

Trial Membership Program – A draft cover letter has been provided to BMW NA for use along with the sample issue of *Roundel*. The letter will be signed by a BMW NA official and will be mailed in an official BMW NA envelope. While this will increase production costs slightly the benefit should outweigh the cost.

A run of 100,000 issues at our current page count of 112 + 4 will be \$.062 per piece of \$62,000.00.

Production costs at BMW NA's mail facility will be \$22,000.00 for 100,000 issues.

Postage should be approximately \$0.44 per piece for a total of \$44,000.00 (this presupposes the right pre-sort and co-mail discounts apply)

Total cost should be approximately \$128,000.00.



BMW Car Club of America
640 South Main St, Ste 201
Greenville, SC 29601-2564

Tel 864-250-0022
Fax 864-250-0038
bmwcca.org

January 12, 2011

To: BMW CCA Board of Directors
Frank Patek, Executive Director

From: Lindsey Jefferson, Director of Financial Ops

Subject: Oktoberfest 2011 Results

Overall Oktoberfest Profit/Loss

Year	Location	# of Registrants	Income	COGS/Expense	Profit/Loss
2007	Ft. Worth	437	\$ 157	\$ 171	(\$ 14)
2008	Watkins Glen	1162	\$ 419	\$ 267	\$ 152
2009	Lake Lanier	814	\$ 312	\$ 270	\$ 42
2010	Elkhart Lake	725	\$ 306	\$ 317	(\$ 11)
2011	Birmingham	545	\$ 310	\$ 309	\$ 1

	2011
--	-------------

Income:

Registrations	\$ 203
Sponsorships	90
Vendors/Advertisers/Other	14
Merchandise	4
Total Income	\$ 310

COGS/Expenses:

COGS (Merchandise)	\$ 6
Write-Off of unsold merchandise	11
National Office Salaries	26
Contractors (Design, Web, and Marketing)	9
Travel	8
Supplies/Postage/Other	21
Event Expense	228
Total COGS/Expense	\$ 309
Net Income	\$ 1

(Note: Income, COGS, and expense numbers in thousands)

OKTOBERFEST 2011 –

Oktoberfest 2011 presented itself with various unique challenges to everyone involved. However, due to the rallying of all involved, the event was a huge success and left everyone leaving Birmingham excited for what was to come in 2012 and beyond. A special thanks should be given to all committee chairs, the Board, volunteers, sponsors and vendors.

Oktoberfest 2011 Committee Chairs were:

Autocross, Bruce Herstowski, Peachtree
Driving School, Jack Joyner, Heart of Dixie
Car Control, Bill Wade, BMW CCA Foundation
Gymkhana, Troy and Theresa Wesson, Heart of Dixie
TSD Rally, Mike Windham and Greg Flint, River City Bimmers
Fun Rally, Ron Drenning, Heart of Dixie
Program, Lisa Drenning, Heart of Dixie
Registration, Brenda Dunlevy, Tarheel
Club Race School, Scott Hughes, Sandlapper
Club Race, Patrick Spikes, Sunshine Bimmers

Sponsors for the 2011 event included **Spaten** (\$27,000) who sponsored the Concours award banquet, **Spaten** (\$16,500 in-kind for product) sponsored the hospitality tent throughout the week, **BMW North America** (\$15,000) sponsored the awards banquet, **Liberty Mutual** (\$15,000) sponsored casino night and the desert reception, **Bridgestone** (\$11,000) sponsored the Two-day Autocross, **Sonax** (\$7,500) sponsored the Concours, **Michelin** (\$5,000) sponsored the Drive and Compare, **Dinan** (\$5,000) sponsored the Motorsports Reception, and **Odometer Gears** (\$4,500) sponsored the TSD Rally.

OKTOBERFEST 2012 –

Oktoberfest 2012

OKTOBERFEST 2013 –

Oktoberfest 2013



Marketing Agreement

This Agreement, to be effective as of the last date written below, is entered into by and between LTC Financial Partners, a Washington limited liability company, (“LTCFP”) and BMW Car Club of America (hereinafter referred to as “BMW CCA”).

RECITALS

WHEREAS, BMW CCA is a national association which offers discounts and benefits to members; and

WHEREAS, BMW CCA wishes to make available long term care insurance products underwritten by national long-term care insurance carriers members and the eligible family of members (collectively, “Members”); and

WHEREAS, BMW CCA wishes to have the LTCFP sales force (“Producers”) market long term care insurance (“LTCi”) to Members in accordance with this Agreement; and

WHEREAS, LTCFP wishes to compensate BMW CCA for its efforts of helping to make LTCi products available to its Members; and

WHEREAS, BMW CCA and LTCFP desire to enter into an agreement reflecting the rights and obligations of the parties hereto with respect to the above.

WITNESSETH

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Understanding of the Parties
 - A. LTCFP’s Producers will solicit Members for the sole and limited purpose of selling LTCi products.
 - B. LTCFP and its Producers will be available for outreach and education of Members about LTCi through such marketing methods as the parties shall mutually agree upon, such as attendance at events, direct mail, email, seminars, webinars and product seminars.
 - C. BMW CCA and LTCFP will mutually evaluate if adjustments can be made to satisfy each party in the future, or to terminate this agreement and drop the program, if response rates and conversions do not justify continuation of the arrangement.

- D. LTCFP and its Producers earn commissions payable by LTCFP on the sales of the LTCi products that are sold under this Agreement.
- E. Except as prohibited by law, LTCFP and BMW CCA will share information that would help one another to develop LTCi product marketing and sales plans for their respective activities.
- F. LTCFP will put into place necessary tracking, reporting, compliance and operational requirements in connection with the performance of this Agreement.
- G. LTCFP will service policies sold under this arrangement, and no servicing responsibilities transfer to BMW CCA at termination of this Agreement.
- H. LTCFP agrees that Producers will adhere to any written guidelines provided by BMW CCA with respect to the culture of its membership.

2. Relationship of the Parties

The relationship of the parties to this Agreement shall be that of independent contractors. None of the provisions of this agreement shall be construed as creating an employer – Member relationship between a party and the Members or agents of the other party. BMW CCA shall not be authorized to bind LTCFP or any insurance company to any contract of insurance or vary the terms of any such contract.

3. Solicitations

LTCFP acknowledges that, during the course of performing this Agreement, it may be provided with proprietary information of BMW CCA, including names and addresses of Members. LTCFP agrees to use such information only to market LTCi to Members and to do so only during the term of this Agreement, and LTCFP shall not to use such information to market any products other than LTCi to Members, including but not limited to retirement, investment, health, life, and disability products. Members who have responded to a long-term care solicitation and have expressed interest in LTCi may be given information about LTCFP's affiliate company, Reverse Mortgage Direct, LLC, in situations where it appears that a reverse mortgage would be useful to the Member in financing expenses related to long-term care.

4. Hold Harmless and Indemnification, Insurance

- A. Each party to this Agreement (an "Indemnifying Party") agrees to indemnify and hold harmless the other party, and its affiliates and their respective officers, directors, trustees, Members, agents, and producers (the "Indemnified Parties") from and against any and all claims, demands, suits, fines, or judgments, including but not limited to attorneys' fees, costs and expenses incident thereto, which may be suffered by, accrued against, be charged to or recoverable from the Indemnified Parties by reason of or arising out of a breach of this Agreement by the Indemnifying Party, or arising out of or in connection with any negligent or intentional acts, errors

or omissions of the Indemnifying Party, its officers, directors, trustees, Members, agents and producers.

- B. LTCFP shall maintain errors and omissions liability insurance during the term of this Agreement in the minimum coverage amount of one million dollars (\$1,000,000) per occurrence. Evidence of such coverage shall be provided to BMW CCA upon request.

5. Compensation to BMW CCA

- A. LTCFP shall pay a fee of \$10 (the "Lead Fee") to BMW CCA for each Qualified Lead.
- B. As used in this Agreement, the term "Qualified Lead" means a response by a Member who is neither under the age of 45 nor over 70, who includes his or her correct name, mailing address, phone number and age and who is responding: (i) by telephone, email, Internet form or mail to marketing materials, or (ii) by registering with a Producer to get information about LTCi at an event sponsored by BMW CCA. No more than one lead per household is a Qualified Lead.
- C. In the event direct mail is used as a marketing method, LTCFP will apply its standard screening practices to mail lists and to run direct-mail testing, in order to improve response and conversion rates. LTCFP will keep BMW CCA promptly informed about LTCFP's screening and testing activities. LTCFP's screening practices vary geographically but generally LTCFP screens names from mail lists that are unlikely to be qualified to buy a policy if they are not 45 to 70 years of age with household income of at least \$50,000 per year. In the event the response rates for LTCFP's direct mail campaigns under this Agreement fall below reasonably expected rates LTCFP shall have the right to apply more stringent screening criteria to the mail lists when it sends direct mail advertising under this Agreement, provided that LTCFP notifies BMW CCA.
- D. BMW CCA or its representatives shall have the right at any time during LTCFP's normal business hours upon reasonable prior written notice to inspect and audit LTCFP's operations and records to verify the accuracy of the compensation payments made by LTCFP to BMW CCA under this Agreement, including, but not limited to, reviewing the processes in place for capturing and identifying Qualified Leads, reconciling payment records, and reviewing sales and commission records if applicable. BMW CCA shall hold the information relating to LTCFP that it obtains as a result of any such review in strict confidence, shall not disclose such information to third parties and shall use such information only to allow BMW CCA to evaluate LTCFP's compliance with the Agreement. Without limiting the generality of the foregoing, BMW CCA shall not use such information to compete with LTCFP.

- E. At seminars, conventions and other public gatherings where LTCFP will have an opportunity to solicit Members, they will have a registration opportunity where leads will be recorded. At those events Producers shall have the authority to remove registrations of people who the Producers reasonably know from their experience are not viable prospects and which the Producers will not solicit; removed registrations are not Qualified Leads.
- F. LTCFP will pay BMW CCA all compensation owing to BMW CCA under this Agreement on or before 30 days following the end of the calendar quarter in which the compensation was earned.

6. Initial Term and Termination of this Agreement

Either party may terminate the Agreement at any time by giving ninety (90) days written notice to the other party. In the event and when this Agreement is terminated for any reason, LTCFP and BMW CCA agree to the following:

- A. LTCFP and its Producers will make no future efforts to contact Members except for: (i) following through on applications already taken and not denied; (ii) attending appointments scheduled prior to the date of termination; (iii) contacting an Member at any time within 180 days of the date of receipt by LTCFP of that Member's response to marketing activity by LTCFP undertaken during the term of this Agreement; (iv) servicing existing policies with Participants; and (v) such persons who happen to be Members and who come to the attention of Producers or LTCFP independently of this Agreement, such as through general direct mail campaigns or referrals.
- B. In the event of termination of this Agreement, the policies of Members in force at the time of termination will not be affected by the termination.

7. Confidentiality

- A. In connection with this Agreement, each party: (a) agrees that they shall not reveal any names or any individually identifiable health information except as required or permitted by law or as authorized in a legally sufficient written authorization from the individual involved; and (b) acknowledges that each party may furnish the other with information that is marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature (all information being described in this Section 7 being referred to in this Agreement as "Confidential Information").
- B. Each party shall maintain in confidence and not use for itself or others, in any form or manner, and not disclose, in whole or in part, to any person or entity any Confidential Information received from the other party, except to its officers, directors, trustees, Members and agents, and those of its parent and/or subsidiaries who need to know such Confidential Information for the

performance of their duties in connection with this Agreement and who are themselves bound to maintain the confidentiality provisions of this Agreement, and except as required by this Agreement or as may be required by law.

- C. The parties hereto acknowledge and agree that to the extent that the services provided hereunder require the use and disclosure of personal health information between and/or among the parties, their subcontractors, agents and assigns, such activities may be subject to the provisions of the Health Insurance Portability and Accountability Act, as amended from time to time ("HIPAA"), and the regulations promulgated thereunder (the "HIPAA Regulations") and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. The parties agree that they shall take reasonable measures to protect the security and privacy of all personal information regarding Members which is collected, used and/or disclosed and in that regard to comply fully with all applicable laws and regulations.

8. Assignment and Transfer

This Agreement or any duties described herein may not be assigned or transferred by either party without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, representatives, and assigns.

9. Notices

All notice required hereunder shall be in writing and addressed to the parties at the following respective addresses:

To BMW CCA: BMW Car Club of America
640 South Main Street
Suite 201
Greenville, SC 29601

Attn: _____ no

To LTCFP: LTC Financial Partners
5110 Carillon Point
Kirkland, WA 98033

Attn: Kenneth Dehn, General Counsel

and sent by certified U.S. mail with return receipt requested. The parties may designate a different address by notice sent in accordance with this section.

10. Trademarks. Neither Party may use the other Party's trademarks, service marks, trade names, logos, or other commercial or product designations (collectively, "Marks") for any purpose whatsoever without the prior written consent of the other Party. Nothing in this Agreement shall be construed as prior written consent to permit (i) any Party to use the Marks of the other Party, or (ii) any other individual or entity to use the Marks of any Party.

11. Entire Agreement
This Agreement represents the entire agreement between the parties hereto. The Parties agree that all prior representations of the parties that are material have been expressly incorporated in writing in this Agreement, and that any prior oral or written representations that have not been incorporated in writing into this Agreement are not material and the parties are not relying upon them. All amendments and/or modifications shall be in writing and signed by both parties.

12. Survival of Provisions. In addition to such other provisions within this Agreement which, by their terms, survive the termination of this Agreement, in the event this Agreement is terminated sections 6, 7, 9 and 10 shall continue in full force notwithstanding such termination.

In WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers.

LTC Financial Partners, LLC

BMW Car Club of America

By: _____
D. Craig Smith, President

By: _____

Name, title

Date

Date

RECEIVED
MAR 16 1994
ROBERT BENTLEY, INC.

AGREEMENT, made this Twentieth day of December, 1993, between
Robert Bentley, Inc., a Massachusetts corporation (hereinafter "Publisher") and
BMW Car Club of America of
Cambridge, MA, (hereinafter "Author"),

WITNESSETH:

WHEREAS, the Author has produced or will complete the production of a literary work now
entitled: BMW Tech Tips and High Performance from the Roundel (hereinafter
called the "Work"); and

WHEREAS, the Publisher desires to publish the same in book and/or other form for sale and
distribution;

THEREFORE, in consideration of the covenants and conditions herein contained, the parties
hereto agree as follows:

1. Delivery of Manuscript.

a. The Work shall consist of a manuscript approximately 320 finished
book pages in length (8 1/2" by 11" book format), consisting of approximately -----
words of text and approximately ----- 5" by 7" photographic prints,
transparencies, camera-ready illustrations (including photo and illustration callouts and captions) and
charts, or other appropriate pieces of art work suitable for reproduction. The manuscript materials shall
also include: cover photograph, suggested title, preface, table of contents, index entries and other
related materials.

b. ~~The Author agrees to furnish~~ to the Publisher a rough draft of the text and
related materials no later than February 28, 1994, and a complete and final draft within a
reasonable time thereafter as requested by Publisher, which time shall not exceed 60 days after the date
of acceptance of the rough draft. Both the rough draft and the final draft of the text shall be furnished
both in hard copy and in ASCII files on standard IBM or Apple Macintosh format diskettes. All
materials prepared or submitted by the Author, including manuscript, shall be in accordance with the
Publisher's standard manuscript preparation instructions and standard information verification
procedures, furnished by the Publisher, and in accordance with special instructions when necessary.
The Author agrees to treat this agreement, all the Publisher's style guides and other like material in a
confidential manner. With the final draft the Author shall also submit written permissions for the
inclusion of any material copyrighted by others, all of which shall be obtained by the Author at the
Author's expense in a form satisfactory to Publisher. If, on or before the date set by Publisher for
delivery of the final draft, the Author has not furnished the photographs, illustrations, permissions or
other materials necessary to the publication of the Work, in complete and final form satisfactory to the
Publisher, the Publisher may attempt to obtain or prepare them and may, in its discretion, charge the
cost thereof against the sums accruing to the Author under this Agreement. Author further agrees to
retain a complete copy of the manuscript of said Work.

c. If either the rough draft or the final draft of the manuscript is not delivered to
the Publisher by the date on which it is due as provided above, the Publisher shall have the option of
either extending the date of delivery thereof or terminating this Agreement. If this Agreement is thus

terminated, the Author shall promptly repay to the Publisher all monies previously paid to the Author hereunder, in addition the author agrees to return all copies of the Publisher's style guides. The Author warrants that Work governed by this agreement is his or her next work, and that until the manuscript, including all illustrations, referred to herein is delivered to the publisher, the Author will not enter into any other agreements or contracts to deliver book manuscripts to other publishers.

2. Revision of Material.

a. The Work shall be subject to editing and modification by the Publisher, and the Publisher retains the right to make any alterations, additions and editorial changes in said Work, or to make revisions at any time, and to supplement or to provide additional material or illustrations for use in connection with said Work which at its sole discretion are deemed desirable and appropriate. This right extends also to the elimination of any portion of the said manuscript or Work. At the Publisher's request, the Author will assist the Publisher in editing said Work and in making revisions and modifications thereto, and in the production of promotional material for use in connection with the sale of said Work.

~~b. It is expected that revised or updated editions of the Work ("Revised Editions") shall be prepared from time to time at Publisher's discretion. When Publisher determines that a Revised Edition is needed, it will request Author to prepare the Revised Edition and Author will notify Publisher, within thirty (30) days of the request, whether Author elects to prepare it. If Author elects to prepare a Revised Edition, he or she will deliver final revised copy for the Revised Edition, in form and content satisfactory to Publisher, within eight (8) months of the Publisher's request. If Author declines to notify Publisher within the thirty-day period that he or she will prepare the Revised Edition, or if satisfactory copy is not delivered to Publisher by Author within the eight(8)-month period, then the Publisher may employ one or more other persons to prepare the Revised Edition. Compensation to such person or persons may be at the option of the Publisher either a lump sum payment or a royalty, and such compensation shall be charged against any sums accruing to the Author. The publisher may apportion or give Author's credit to the person or persons who prepare such a revision. The publisher shall use good faith in determining any division of royalties or Author's credit.~~

~~c. In the event that the Author does not elect to or is unable to prepare the revised edition, the Publisher will, at the Author's request, consult with the Author prior to selection of any person(s) to prepare such a revision. The Publisher will give serious consideration to any such recommendation supplied within thirty (30) days of the Publisher's first request that the Author prepare a revised edition. This consideration of the Author's recommendation is in consideration of the Author's interest in maintaining his or her own good reputation within his or her field. At the Author's request, the Publisher will also provide a review copy of the update manuscript to the Author and solicit and seriously consider the Author's comments. The Publisher recognizes the importance of technical and factual accuracy and will not knowingly publish inaccurate or incorrect information.~~

~~d. The Author agrees to read, revise, correct and return promptly all proof sheets of the Work and of any Revised Editions prepared by Author.~~

3. Acceptance or Rejection of Work. The Work prepared by the Author under this Agreement is subject to final acceptance or rejection by the Publisher. If, in its exclusive opinion, the Publisher does not consider said Work acceptable in content or form at either the rough draft or final draft stage, then the material thereof furnished by Author shall be returned to the Author, whereupon this Agreement shall terminate, and the Author agrees that no sum or payment will be due and owing from the Publisher to the Author for any services performed by the Author with respect thereto, or for any claim whatsoever, and the Author agrees to retain the amount of any advances already paid to Author as provided in paragraph 5 herein as full payment for all such services or for any claim by the Author relating to this Agreement. Acceptance or rejection hereunder shall be established only by written notice mailed to the Author stating that the Work has been either accepted or rejected by the Publisher.

4. Copyright. The Publisher shall and is hereby authorized to apply for copyright in the Work in the name of the Author and Publisher and to take such other steps as may be necessary to secure copyright in the Work in the United States and under the Universal Copyright Convention. This joint copyright reflects the substantial collaboration of the Publisher in the development of the content of the Work. The Author shall, upon the Publisher's request, do all acts necessary to effect and protect the copyright, including the execution of any necessary instruments, documents or applications relating thereto.

5. Advances. The Publisher agrees to pay to the Author, as an advance to be deducted from subsequently earned royalties provided for herein, the total sum of \$ 250.00 (Two hundred fifty dollars) upon signature of this Agreement.

6. Publication. The Publisher agrees to publish said Work or portions thereof and offer it for sale within no more than eighteen (18) months after written acceptance of the material thereof in its completed, revised and edited form, such Work to be published at the Publisher's expense in such style and manner and at such price and under such imprint as the Publisher deems best suited to the sale thereof. Should the Publisher fail to publish the Work within said eighteen-month period, the Author shall have the right to give written notice to the Publisher requesting the publication within 120 days from such notice. If the Work or a substantial portion thereof is not published within said 120-day period, this Agreement shall terminate and all rights granted herein shall revert to the Author without obligation on the part of the Author to refund any advances previously paid against anticipated royalties, but with such retained advances to be in full payment and satisfaction of any services performed by the Author in connection with said Work or this Agreement and for any claims or demands which the Author might have against the Publisher for its failure to publish said Work within the above specified time.

7. Grant of Rights. Author hereby grants exclusively to Publisher all rights in the Work, including but not limited to the exclusive right to print, publish, produce, reproduce, sell, distribute and market the Work in any medium or form and in all languages throughout the world, and to license and otherwise dispose of the foregoing rights to third parties. By way of example and without limitation, such rights shall include:

a. **The right to print, publish and sell the Work, throughout the world in all languages (in complete, condensed or abridged versions) in anthologies, compilations, digests and omnibus volumes and first and second serialization (i.e. publication of part or all of the Work in one or more installments in newspapers and periodicals);**

b. **The right to print, publish and sell the Work in English in inexpensive, reprint and book club editions;**

c. **The right to reproduce the Work throughout the world in literary and extra-literary form in all languages by means of mechanical, electrical, optical, and tape sound and video recordings, microprint, microfilm, digital, multimedia, hypermedia, cartoon and picturized versions;**

d. ~~The right to license the Work or any characters thereof throughout the world for commercial and merchandising purposes, including but not limited to games, toys, dolls, etc.~~

Publisher agrees to pay to Author fifty percent (50%) of the net royalty proceeds derived from the sale, license or other disposition of any of the foregoing rights including the division of such net proceeds derived by reason of first and second serializations. Such net proceeds shall be paid with Publisher's delivery of the semiannual statement of royalty account described in paragraph 9 (after the deduction of foreign taxes, commissions and any other charges reasonably incurred in connection therewith). The Publisher further reserves the right to license without charge extracts (not to exceed 500 words) from the Work for publication in newspapers and periodicals and for dramatization (not to

exceed five minutes in length) on radio and television for the purpose of promoting and publicizing the Work.

The publisher is hereby authorized to credit the author by name(s) as author and to use his name(s), picture(s), likeness(es) for advertising purposes or purposes of trade in connection with the work as finally published hereunder.

8. Royalties. Publisher agrees to pay to Author the following royalty:

5% (five percent) of Publisher's net receipts

It is understood that the royalty on copies sold by direct mail shall be net of expenses including the costs of the direct mail campaign. No royalties shall be payable on copies furnished gratis to the Author for review, advertising, sample, publicity, promotion or like purposes, or on copies destroyed by fire or water, or on copies sold at or below the cost of manufacture.

9. Payment of Royalties. The Publisher agrees to calculate a semi-annual statement of account to the last day of December or the last day of June immediately following the publication of the Work, and similar semi-annual statements for all succeeding periods of six months during which copies of the Work shall have been sold. Such statements together with checks in payment of amounts due thereon shall be mailed to the Author on the first day of April and the first day of October following. Where the Author has received any overpayment of royalties, or has incurred any indebtedness to the Publisher with respect to this Agreement or any other agreements, the Publisher may deduct the amount of such overpayment or other indebtedness from any further royalties due the Author with respect to this Work or other literary works of the Author which may be published by the Publisher. Upon written request, but not more than once every twelve (12) months, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher insofar as they relate to the Work. The expenses of such examination shall be borne by the Author unless accounting errors (arising from causes other than interpretations of the terms hereof) amounting to more than ten percent (10%) of the total sums paid to the Author shall be found to be to the Author's advantage, in which case the expenses shall be borne by the Publisher.

10. Author's Copies. The Publisher shall give to the Author on publication ten (10) free copies of the Work, and the Author shall have the right to purchase additional copies for personal use or resale, in accordance with the discounts offered by the Publisher to the book trade.

11. Terms of Agreement. This Agreement shall be effective as of the date first above stated, and the term of this Agreement and of the rights and licenses granted hereunder shall be for the term of the United States copyright in the Work, subject to the provisions for any earlier termination of the Agreement as set forth in paragraphs 1, 3, 6, 12 and 19 herein.

12. Out of Print Provisions. When in the judgment of the Publisher the demand for the Work is no longer sufficient to warrant its continued manufacture, the Work may be allowed to go "out of print." In the event the Work is not in print and for sale in at least one edition (including any reprint, inexpensive, or electronic edition) published by the Publisher or by another under license from the Publisher, and, within eight months after written demand by the Author, the Publisher fails to reprint the Work or offer it for sale, then this Agreement shall terminate and all rights granted to the Publisher herein shall revert to the Author (except as to artwork, illustration and other materials prepared or obtained at the Publisher's expense, which shall remain the property of the Publisher for its own use and benefit) subject to the Publisher's continuing right to sell all remaining bound copies and sheets of the Work on hand at the date of termination. In addition, such termination shall not affect any then existing license or other grant of rights made to third parties or to the Publisher prior to the termination date to said material from the Work in other works such as the right to continued use of the Work in

connection with motion picture, dramatic, radio, television, film and recording uses of adaptations thereof; or the rights of both the Publisher and the Author to share in the proceeds of such license or agreements as provided for in paragraph 8 herein.

13. Author's Warranty. The Author represents and warrants that except for any additions, revisions or changes which might be made by the Publisher pursuant to the authority granted to it in paragraph 2 herein, and except for copyrighted materials included in the Work with the permission of the copyright owners thereof, and except for materials which are identified by the Author upon submission to Publisher as being in the public domain, the Work is the original work of the Author and not of another; that the Author is the sole owner of said Work and all rights thereto, and has full power and authority to make this Agreement; that the Author has the exclusive right to grant an interest in or to the said Work and that none has heretofore been granted; that there has been no publication or any other use of the said Work and no part thereof is in the public domain; that the said Work does not come from any other copyrighted work or material and does not infringe upon any existing copyright, violate any property right or right of privacy, or contain any libelous or other unlawful matter; that, to the best of Author's knowledge based on diligent research, the information provided in the Work is accurate as of the date of its submission to the Publisher and the Work does not contain any information, advice or instructions which if relied upon could cause injury to persons or property. The Author agrees to defend, indemnify and hold harmless the Publisher, its licensees and any seller of the Work, against all claims, demands, suits, actions, costs, damages, expenses or recovery that the said parties may sustain or incur by reason of the breach or violation of any of the representations or warranties in this paragraph. The warranties of this paragraph shall survive termination of this Agreement.

14. Infringement. Both the Publisher and the Author shall have the right to prosecute an infringement of the copyright in the Work. If the parties proceed jointly, the expenses and recovery, if any, shall be shared equally. If either party refuses to prosecute jointly, the other party shall have the right to proceed alone and such suing party shall bear all expenses thereof and shall be exclusively entitled to any recoveries. If the suing party shall not hold the record title of the copyright, the other party shall permit the action to be brought in his or its name.

15. Competing Works. The Author agrees that he will not, without the consent in writing of the Publisher, write, print or publish or cause to be written, printed or published, any other edition of the above mentioned Work in a revised, corrected, enlarged or abridged form, or produce any work of a similar character which will tend to interfere with or injure the sale of the Work covered under this Agreement.

16. Option for Next Works. The Author agrees that the Publisher shall have the right of first refusal (including the opportunity to read and consider for publication) with respect to the Author's next one work(s) in the automotive or engineering publishing, videotape, electronic or multimedia field suitable for publication in volume, electronic, or videotape form, and the Author shall offer the Publisher for this purpose the same rights and territories as covered by this Agreement. Such work or works shall be the subject of a fresh agreement between the Author and the Publisher on terms which shall be fair and reasonable. If no terms shall have been agreed upon for its publication by the time this option expires or the Publisher shall have given its waiver of this option in writing, the Author shall be at liberty to enter into an agreement with any other publisher, provided that the Author shall not accept terms less favorable than those offered by the Publisher. The Publisher shall exercise this option within One hundred twenty (120) days of the receipt of complete typescript or copy, including illustrations and supporting materials, except that he shall not be required to exercise this option until three (3) months after publication of the Work which is the subject of this Agreement.

17. Notices. Any notice given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by written notice so given.

18. Waiver or Modification. This Agreement constitutes the complete understanding of the parties. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the party against whom such waiver or modification is asserted.

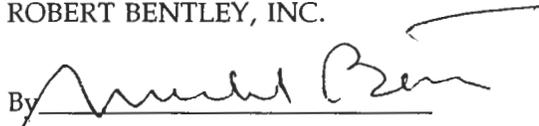
19. Bankruptcy or Liquidation. In the event of the bankruptcy or liquidation of the Publisher for any cause, the Author may terminate this Agreement and thereupon all rights granted by the Author hereunder shall revert to the Author, except for those rights which the Publisher has previously sold or licensed to third parties pursuant to the grant and authorization set forth in paragraph 8 herein. Upon such termination, the Author may purchase the negatives and remaining copies and sheets pertaining to the Work on such terms as may be agreed upon. If the Author does not purchase such items, then the Publisher, the trustee, receiver or assignee of the Publisher shall have the right to sell the remaining copies and sheets at the best price that can be obtained therefor, without payment of any royalty thereon to the Author.

20. Applicable Law and Benefit. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, and shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and references to the Author and the Publisher shall include their heirs, successors, assigns and personal representatives.

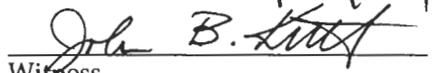
21. Assignment. Author may assign his or her rights to royalties but not his or her obligations under this Agreement. Publisher may assign this Agreement to a corporate subsidiary or affiliate or any company or entity owned or controlled by it, or as part of the sale or transfer of all or substantially all of the Publisher's business or as part of the merger or consolidation of the Publisher with another corporation. In such instance the rights and obligations of the Author shall continue in full force as to the Assignee and the Publisher shall have no further liability hereunder. Except as otherwise provided in this paragraph, no assignment of this Agreement shall be binding on either party without the written consent of the other.

Rider A dated December 20, 1993 included by attachment.

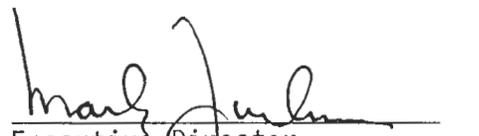
ROBERT BENTLEY, INC.

By 
Michael Bentley
President

Date: 3/17/94


Witness

Date: 3/17/94


Executive Director
Author BMW Car Club of America

Address: 2130 Massachusetts Ave
Cambridge MA 02140

Social Security Number:

Date: March 15, 1994
Maureen Folmer
Witness Director, Marketing Services
Date: March 15, 1994

V551.doc/R22493/P22493/BMW CCA

Rider A
To Agreement Dated 12/20/93
Between
BMW Car Club of America
and
Robert Bentley, Inc.

This agreement covers one or more books to be prepared from BMW CCA Roundel articles in issues spanning from 1972 through 1993 or later issues continuing up to shortly before publication.

The Publisher acknowledges in this rider that the Work is to be a compilation of already published text and illustrations that have appeared in the Roundel magazine. The Publisher acknowledges that it will select articles to be used and the preparation of suitable manuscript for publication drawing on materials delivered by the Author as defined above.

Manuscript delivery will consist of delivering at least one (1) copy of each issue from which articles will be used in the Work. The Publisher understands that these issues may be the only issues available and will handle them with care. The publisher cannot, however, be responsible for lost or damaged issues.

Where available, the Author will also supply art boards or film.

The Author grants the Publisher the right to use the BMW CCA logo on the cover of the book and, with tasteful restraint, in advertising and merchandising.

By Michael Bentley

Michael Bentley
President

Date: 3/17/94

Witness John B. Holt

Date: 3/17/94

Mark Jackson

Executive Director
Author BMW Car Club of America

Address: 2130 Massachusetts Ave

Cambridge, MA 02140

Social Security Number:

Date: March 15, 1994

Marie Johnson
Witness Director, Marketing Services

Date: March 15, 1994

INVOICE NUMBER	DATE	AMOUNT	DISCOUNT	NET AMOUNT
		Advance (Upon signature of this agreement)		\$250.00
lcs				vs

DATE
3/17/94

CHECK NUMBER
62356



Robert Bentley, Inc.
Publishers Booksellers & Importers
1000 Massachusetts Avenue
Cambridge, MA 02138
(617)547-4170

BANK OF BOSTON
THE FIRST NATIONAL
BANK OF BOSTON
5-39-110

62356

PAY *****TWO HUNDRED AND FIFTY DOLLARS AND NO CENTS-----

DATE AMOUNT
3/17/94 \$250.00

TO THE ORDER OF

BMW Car Club of America
2130 Massachusetts Avenue
Cambridge, MA 02140

CHECK VOID 90 DAYS AFTER DATE OF ISSUE

⑈062356⑈ ⑆011000390⑆ 535 34444⑈

AGREEMENT

AGREEMENT, made this **26th** day of **June, 2011** between Robert Bentley, Inc., a Massachusetts corporation in the United States of America (hereinafter "Publisher") and BMW Car Club of America, Inc., a non-profit South Carolina corporation, (hereinafter "BMW CCA").

This agreement covers one or more books to be prepared from BMW CCA's *Roundel* magazine articles in issues spanning from 1995 through 2011 or later issues continuing up to shortly before publication.

WITNESSETH:

WHEREAS, the Publisher will compile and produce a literary work tentatively titled: **BMW Enthusiast's Companion II: Owner Insights, Driving Performance and Service** from selected technical articles from the *Roundel* magazine (hereinafter called the "Work"); and

WHEREAS, the Publisher desires to publish the same in book, electronic and/or other form for sale and distribution;

THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Delivery of Manuscript

- a. The Work shall consist of a manuscript approximately 350 finished book pages (8 1/2" by 11" format), of previously printed text from *Roundel* magazine and accompanying art work, and charts, or other pieces of art work suitable for reproduction. ~~The manuscript materials shall also include: cover photograph, suggested title, preface, table of contents, index entries and other related materials.~~
- b. The BMW CCA agrees to deliver to the publisher no later than **November 1, 2011** complete electronic application files as published, including high resolution artwork files for text and cover, for each *Roundel* issue falling within the date range above. In addition to the electronic files, BMW CCA will furnish to the Publisher one (1) hard copy of each issue falling within the date range above. The Publisher understands that these issues may be the only issues available and will handle them with care. The Publisher cannot, however, be responsible for lost or damaged issues. Furnished hard copies of the *Roundel* will be returned to the BMW CCA upon publication of the Work.
- c. The Publisher acknowledges that the Work is to be a compilation of already published text and illustrations that have appeared in the *Roundel* magazine. The Publisher will select articles to be used in the Work and will prepare a manuscript for publication drawing on materials delivered by the BMW CCA as defined above.

- d. All materials prepared by the Publisher including edited manuscript, shall be in accordance with the Publisher's standard procedures. The BMW CCA agrees to treat this agreement, the Publisher's process and procedures, and all other material in a confidential manner.
- e. Publisher agrees to furnish to BMW CCA a rough draft of the text and related materials in hard copy form prior to publication for review and comment. BMW CCA comments to the rough draft of the text and related materials must be returned to the Publisher within 60 days from the date of delivery. The Publisher agrees to give full consideration to all comments and suggestions submitted by the BMW CCA.
- f. Within 60 days of receipt of the rough draft, the BMW CCA shall submit to the Publisher written permissions for the inclusion of any material copyrighted by others, all of which shall be obtained at the BMW CCA's expense in a form satisfactory to the Publisher. BMW CCA will also furnish to the Publisher a copy of their licensing agreement with their Contributors and its effective date. If within 60 days the BMW CCA has not furnished the permissions or other materials necessary to the publication of the Work, in complete and final form satisfactory to the Publisher, the Publisher may attempt to obtain or prepare them and may, in its discretion, charge the cost thereof against the sums accruing to the BMW CCA under this Agreement. BMW CCA further agrees to retain a complete copy of the manuscript of said Work.
- g. If the rough draft of the manuscript, including all written permissions for copyrighted material, is not delivered to the Publisher by the date due as provided above, the Publisher shall have the option of either extending the date of delivery or terminating this agreement. If the termination option is exercised, the Publisher shall give the BMW CCA a written Notice of Termination 30 days prior to the termination.

2. Revision of Material

- a. The Work shall be subject to editing and modification by the Publisher, and the Publisher retains the right to make any alterations, additions and editorial changes in said Work, or to make revisions at any time, and to supplement or to provide additional material or illustrations for use in connection with said Work which at its sole discretion are deemed desirable and appropriate. This right extends also to the elimination of any portion of the said manuscript or Work. At the Publisher's request, the BMW CCA will assist the Publisher in editing said Work and in making revisions and modifications thereto, and in the production of promotional material for use in connection with the sale of said Work.
- b. It is expected that revised or updated editions of the Work ("Revised Editions") shall be prepared from time to time at the Publisher's discretion. When the Publisher determines that a Revised Edition is needed, the Publisher will prepare the Revised Edition in cooperation with the BMW CCA. At the BMW CCA's request, the Publisher will also provide a review copy of the updated manuscript to the BMW CCA to solicit comments and suggestions. The Publisher agrees to give full consideration to all comments and suggestions submitted by the BMW CCA. The Publisher recognizes the importance of

technical and factual accuracy and will not knowingly publish inaccurate or incorrect information.

3. Acceptance of Rejection of Work

- a. If, in its exclusive opinion, the Publisher does not consider said Work acceptable in content or form at either the rough draft or final draft stage, then the material thereof furnished by BMW CCA shall be returned to the BMW CCA, whereupon this Agreement shall terminate and all rights granted to the Publisher herein shall revert to the BMW CCA. Rejection hereunder shall be established only by written notice to the BMW CCA stating the Publisher has deemed the Work unacceptable.

4. Copyright

- a. The Publisher shall and is hereby authorized to apply for copyright in the Work in the name of the BMW CCA and Publisher and to take such other steps as may be necessary to secure copyright in the Work in the United States and under the Universal Copyright Convention. This joint copyright reflects the substantial collaboration of the Publisher in the development of the Work.
- b. The BMW CCA and the Publisher shall do all acts necessary to effect and protect the copyright, including the execution of any necessary instruments, documents or applications relating thereto. Each party shall notify the other prior to any legal action taken regarding copyright protection.

5. Advances

- a. The Publisher agrees to pay to the BMW CCA, as an advance to be deducted from subsequently earned royalties provided for herein, the total sum of two hundred fifty dollars (\$250.00) upon signature of this Agreement.

6. Publication

- a. The Publisher agrees to publish said Work or portions thereof and offer it for sale within no more than eighteen (18) months after acceptance of the material thereof in its completed, revised and edited form, such Work to be published at the Publisher's expense in such style and manner and at such price and under such imprint as the Publisher deems best suited to the sale thereof. Should the Publisher fail to publish the Work within said eighteen-month period, the BMW CCA shall have the right to give written notice to the Publisher requesting the publication within 120 days from such notice. If the Work or a substantial portion thereof is not published within said 120-day period, this Agreement shall terminate and all rights granted herein shall revert to the BMW CCA.

7. Grant of Rights

- a. Subject to Publisher's compliance with this agreement, the BMW CCA hereby grants exclusively to the Publisher for the term of this agreement all rights to print, publish, produce, reproduce, sell, distribute and market the Work in any medium or form and in all languages throughout the world, and to license and otherwise dispose of the foregoing rights to third parties. The BMW CCA shall be given written notice to approve such rights at least 30 days prior to the Publisher exercising such rights. Rights and approval will be deemed given if the BMW CCA does not respond to the Publisher in writing within 30 days.

By way of example and without limitation, such rights shall include:

The right to print, publish and sell the Work in inexpensive, reprint and book club editions, throughout the world in all languages (in complete, condensed or abridged versions) in anthologies, compilations, digests and omnibus volumes and first and second serialization (i.e. publication of part or all of the Work in one or more installments in newspapers and periodicals);

The right to reproduce the Work or any portion or version thereof throughout the world in literary and extra-literary form in all languages by means of mechanical, electrical, optical, and tape sound and video recordings, microprint, microfilm, digital, multimedia, hypermedia, network, and all other subsidiary or allied rights.

- b. With prior notification to, and review by BMW CCA, the publisher is hereby authorized to credit the BMW CCA by name as author and to use its name, picture, or likeness for advertising purposes or purposes of trade in connection with the work as finally published hereunder.
- c. The BMW CCA grants the Publisher the right to use the BMW CCA logo on the cover of the Work and, with tasteful restraint, in advertising and merchandising of the Work.

8. Royalties

- a. Publisher agrees to pay to BMW CCA a five percent (5%) royalty on Publisher's receipts on the first 15,000 copies (book, electronic, CD-ROM, or other digital or electronic distribution or licensing) sold, seven and one half percent (7.5%) on Publisher's receipts on 15,001 to 25,000 copies sold; and ten percent (10%) on Publisher's receipts on copies sold above 25,000. "Receipts" as used herein shall mean gross amounts actually received by Publisher from sales or licenses of the relevant products less any adjustments. Both the Publisher and BMW CCA must agree upon any adjustments made to Publisher's receipts in advance.
- b. No royalties shall be payable on copies furnished gratis or for review, advertising, sample, publicity, promotion or like purposes, or on copies destroyed by fire or water, or on copies sold at or below the cost of packaging and manufacture (if applicable).

- c. The Publisher shall be permitted in electronic distribution to package the Work together with other content to form a Bundled Product, and in such event, the receipts attributable to the Work shall be that percentage of the receipts of the Bundled Product equivalent to the percentage represented by the suggested retail price of the Work in book form divided by the sum of the suggested retail prices for each of the individual works, including that which comprise the Bundled Product.
- d. On the sale, license or other disposition of any of the rights in the Work held by Publisher pursuant to Paragraph 7 by means other than as set forth above, including first and second serialization rights or any subsidiary rights, Publisher agrees to pay a royalty equal to fifty percent (50%) of the receipts derived by Publisher therefrom. Such receipts shall be paid with Publisher's delivery of the semiannual statement of royalty account described in Paragraph 9 (after the deduction of foreign taxes, commissions and any other charges normal and customary reasonably incurred in connection therewith).
- e. The Publisher further reserves the right to license without charge extracts from the Work for publication in newspapers and periodicals and for dramatization on radio and television for the purpose of promoting and publicizing the Work.

9. Payments and Royalties

- a. The Publisher shall provide to BMW CCA an annual statement of account to the last day of December immediately following the publication of the Work, and similar annual statements for all succeeding periods of twelve months during which copies of the Work shall have been sold. Such statements with checks in payment of amounts due thereon shall be mailed to the BMW CCA National Office on the first day of April following.
- b. Where the BMW CCA has received overpayment of royalties or incurred any indebtedness to the Publisher with respect to this Agreement or any other agreements, the Publisher may deduct such overpayment or other indebtedness from any further royalties due the BMW CCA with respect to this Work. Upon written request, but not more than once every twelve (12) months, the BMW CCA may examine or cause to be examined through certified public accountants the Publisher's books of account of the insofar as they relate to the Work. The expenses of such examination shall be borne by the BMW CCA unless accounting errors (arising from causes other than interpretations of the terms hereof) of more than ten percent (10%) of the total sums paid to the BMW CCA shall be found to be to the BMW CCA's advantage, in which case the expenses shall be borne by the Publisher.

10. BMW CCA Copies

- a. The Publisher shall give to the BMW CCA on publication ten (10) free copies of the Work on request at the time of publication. The BMW CCA shall have the right to purchase additional copies for personal use in accordance with the discounts offered by the Publisher to the automotive book aftermarket.

11. BMW CCA Promotion of the Work

- a. BMW CCA will promote sales of the Work through the same channels through which they promote sales of other BMW CCA merchandise, including, but not limited to, through the *Roundel* and through the BMW CCA website.
- b. Beginning within the first six (6) months of publication of the Work, BMW CCA will run a minimum of six (6) quarter-page color ads in the *Roundel*, with the ads running not more frequently than once every two months.
- c. To the extent that the BMW CCA promotes special items in their new member and renewal promotions, the BMW CCA will include promotion of the Work.

12. Term of Agreement

- a. This Agreement shall be effective as of the date first above stated, and the term of this Agreement and of the rights and licenses granted hereunder shall be for the term of the United States copyright in the Work, subject to the provisions for any earlier termination of the Agreement as set forth herein.

13. Out of Print Provision

- a. When in the judgment of the Publisher the demand for the Work is no longer sufficient to warrant its continued manufacture, the Work may be allowed to go "out of print." In the event the Work is not in print and for sale in at least one edition (including any reprint, inexpensive, or electronic edition) published by the Publisher or by another under license from the Publisher, and, within eight months after written demand by the BMW CCA, the Publisher fails to reprint the Work or offer it for sale, then this Agreement shall terminate and all rights granted to the Publisher herein shall revert to the BMW CCA (except as to artwork, illustration and other materials prepared or obtained at the Publisher's expense, which shall remain the property of the Publisher for its own use and benefit) subject to the Publisher's continuing right to sell all remaining bound copies and sheets of the Work on hand at the date of termination. In addition, such termination shall not affect any then existing license or other grant of rights made to third parties or to the Publisher prior to the termination date to said material from the Work in other works such as the right to continued use of the Work in connection with motion picture, dramatic, radio, television, film and recording uses of adaptations thereof; or the rights of both the Publisher and the BMW CCA to share in the proceeds of such license or agreements as provided for in paragraph 7 herein.

14. Warranty

- a. The BMW CCA represents and warrants that except for any additions, revisions or changes which might be made by the Publisher pursuant to the authority granted to it in paragraph 2 herein, and except for copyrighted materials included in the Work with the permission of the copyright owners thereof, and except for materials that are identified by the BMW CCA upon submission to Publisher as being in the public domain, to the knowledge of the BMW CCA;

- i. the Work is the original work of *Roundel* magazine Contributors (herein "Contributors") and not of another;
- ii. that the Contributors are the sole owners of said Work and all rights thereto;
- iii. that the Contributors have the exclusive right to grant an interest in or to the said Work and that none has heretofore been granted;
- iv. that there has been no publication or any other use of the said Work and no part thereof is in the public domain;
- v. that the said Work does not come from any other copyrighted work or material and does not infringe upon any existing copyright, violate any property right or right of privacy, or contain any libelous or other unlawful matter;
- vi. that, to the best of the BMW CCA's knowledge based on diligent research, the information provided in the Work is accurate as of the date of its submission to the Publisher and the Work does not contain any information, advice or instructions which if relied upon could cause injury to persons or property.

The BMW CCA agrees to defend, indemnify and hold harmless the Publisher, its licensees and any seller of the Work, against all claims, demands, suits, actions, costs, damages, expenses or recovery that the said parties may sustain or incur by reason of the breach or violation of any of the representations or warranties in this paragraph. The warranties of this paragraph shall survive termination of this Agreement.

15. Infringement

- a. Both the Publisher and the BMW CCA shall have the right to prosecute an infringement of the copyright in the Work. Each party will give notice to the other party prior to any action or proceeding to prosecute such infringement. If the parties proceed jointly, the expenses and recovery, if any, shall be shared equally. If either party refuses to prosecute jointly, the other party shall have the right to proceed alone and such suing party shall bear all expenses thereof and shall be exclusively entitled to any recoveries. If the suing party shall not hold the record title of the copyright, the other party shall permit the action to be brought in his or its name.

16. Competing Works

- a. The BMW CCA agrees that it will not, without the consent in writing of the Publisher, write, print or publish or cause to be written, printed or published, any other edition of the above mentioned Work in a revised, corrected, enlarged or abridged form, or produce any work of a similar character that will tend to interfere with or injure the sale of the Work covered under this Agreement.

17. Option for Next Works

- a. The BMW CCA agrees to give the Publisher the right of first refusal (including the opportunity to read and consider for publication) with respect to the next Work(s) in the automotive or engineering publishing, videotape, electronic or multimedia field suitable for publication in volume, electronic, or videotape form, and the BMW CCA shall offer the Publisher for this purpose the same rights and territories as covered by

this Agreement. Such work or works shall be the subject of a fresh agreement between the BMW CCA and the Publisher on terms that shall be fair and reasonable. If no terms shall have been agreed upon for its publication by the time this option expires or the Publisher shall have given its waiver of this option in writing, the BMW CCA shall be at liberty to enter into an agreement with any other publisher, provided that the BMW CCA shall not accept terms less favorable than those offered by the Publisher. The Publisher shall exercise this option within one hundred and twenty (120) days of the receipt of complete typescript or copy, including illustrations and supporting materials, except that the Publisher shall not be required to exercise this option until three (3) months after publication of the Work which is the subject of this Agreement.

18. Notices

- a. Any notice given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses above given. Either party may designate a different address by written notice so given.

19. Waiver or Modification

- a. This Agreement constitutes the complete understanding of the parties. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the party against whom such waiver or modification is asserted.

20. Bankruptcy or Liquidation

- a. In the event of the bankruptcy or liquidation of the Publisher, the BMW CCA may terminate this Agreement and thereupon all rights granted to the Publisher herein shall revert to the BMW CCA, except for those rights that the Publisher has previously sold or licensed to third parties pursuant to the grant and authorization set forth in paragraph 7, Grant of Rights, herein. Upon such termination, the BMW CCA may purchase the negatives and remaining copies and sheets pertaining to the Work on such terms as may be agreed upon. If the BMW CCA does not purchase such items, then the Publisher, the trustee, receiver or assignee of the Publisher shall have the right to sell the remaining copies and sheets therefore, without payment of any royalty thereon to the BMW CCA.

21. Applicable Law and Benefit

- a. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, United States of America, and shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives, and references to the BMW CCA and the Publisher shall include their heirs, successors, assigns and personal representatives.

22. Assignment

- a. BMW CCA may assign his or her rights to royalties but not his or her obligations under this Agreement. Publisher may assign this Agreement to a corporate subsidiary or affiliate or any company or entity owned or controlled by it, or as part of the sale or transfer of all or substantially all of the Publisher's business or as part of the merger or consolidation of the Publisher with another corporation. In such instance the rights and obligations of the BMW CCA shall continue in full force as to the Assignee and the Publisher shall have no further liability hereunder. Except as otherwise provided in this paragraph, no assignment of this Agreement shall be binding on either party without the written consent of the other.

23. Relationship of Parties

- a. The BMW CCA and the Publisher shall at all times be independent contractors with respect to each other and this Agreement shall not constitute either as the agent, partner, or legal representative of the other for any purpose whatsoever.

ROBERT BENTLEY, INC.

for Bentley Publishers, Inc.

for BMW Car Club of America

Date: _____

Address: _____

Witness

Witness

Date: _____

Date: _____

Federal Employee Identification Number

What is LegalShield?

It's total access. It's total freedom.

Everyone deserves legal protection. And now, with LegalShield, everyone can access it. No matter how traumatic. No matter how trivial. Whatever your situation is, we are here to help. From real estate to divorce advice, identity theft and beyond, we have your rights covered. Welcome to total peace of mind. Welcome to LegalShield. Total Access. Total Freedom.

- Established in 1972
- 2.1 million requests for legal assistance last year
- 1.4 million memberships across the USA and 4 provinces in Canada
- Proprietary system of provider law firms covering 49 states and Canada
- Offering a high-quality, cost-effective legal and ID theft service



One call away.

Proven, professional advice is just a phone call away on all matters, from the trivial to the traumatic.

- Legal Advice - unlimited issues
- Letters/calls made on your behalf
- Contracts & documents reviewed up to 10 pages
- Lawyers prepare
 - Your Will
 - Living Will
 - Healthcare Power of Attorney
- Traffic-Related Issues
- Trial Defense
 - Pre-Trial
 - Representation at trial
- IRS Audit Assistance
- 25% Preferred Member Discount
- 24/7 Emergency Access for covered situations
- Online legal forms

If you were my attorney, what would you charge for these services?

* Turn the page to review your selected plan and state of residence for full details on benefits, limitations and exclusions of the membership.

What your membership includes.

Know your rights in any situation.

LegalShield gives you the ability to talk to an attorney on any matter without worrying about high hourly costs. For one flat monthly fee you can access legal advice, no matter how traumatic or trivial the issue. That's why under the protection of LegalShield you and your family can live your life worry-free, every day, every night, now and forever.

Real Estate

Purchase, Refinance, Foreclosure, Landlord/Tenant

Estate Planning

Will, Living Will, Power of Attorney

Consumer Finance

Collections, Warranties, Guarantees and Other Contracts

Traffic Issues

Moving Violations, Accidents

Family law

Divorce, Child Support, Child Custody



LegalShield Plan Benefits

Advice*

Unlimited topics, personal or business even on pre-existing conditions

24/7 Emergency Assistance

After-hours consultation for covered legal emergencies such as: if you're arrested or detained, if you're seriously injured, if you're served with a warrant, or if the state tries to take your child(ren).

Letters and phone calls on your behalf

Available at the discretion of your Provider Lawyer

Legal Document Review (up to 10 pages each)*

Contracts/documents up to 10 pages each

Standard Will Preparation

- Standard Will with yearly reviews/updates
- Available to covered family members for \$20
- Other documents available: Living Will, Healthcare Power of Attorney

Motor Vehicle Services*

- Available 15 days after enrollment
- Available only if member has a valid driver's license and is driving a properly licensed personal motor vehicle
- Moving Traffic Violations
- Accidents: Help with defense for charges of manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide
- Damage recovery, Driver's License Issues & Personal Legal Injury Assistance (up to 2.5 hours of attorney time, up to \$2,000 per claim)

Audit Services

- One hour of consultation, advice or assistance when you are notified of an audit by the IRS
- An additional 2.5 hours if a settlement is not achieved within 30 days
- If your case goes to court, you'll receive 46.5 hours of your Provider Law Firms services
- Coverage for this service begins with the tax return due April 15 of the year you enroll

Trial Defense

Assistance if you or your spouse is named defendant or respondent in a covered civil or job-related criminal action filed in court.

Year	Pre-Trial Time	Trial Time	Total
1	2.5	57.5	60
2	3	117	120
3	3.5	176.5	180
4	4	236	240
5	4.5	295.5	300

This is a general overview of your legal plan coverage for illustration purposes only. See a plan contract for complete terms, coverage, amounts, conditions and exclusions.

*Nevada residents receive 50 hours of phone consultations, five personal document reviews per year.

How it works.



LegalShield™

There's power in numbers.

With the commitment of 1.4 million LegalShield members, we are able to negotiate comprehensive legal services with dedicated law firms nationwide at a fraction of what they traditionally cost. Because our attorneys aren't waiting to get paid, and instead are prepaid, they're motivated to treat all of our members and their needs equally. Covering 49 states and 4 provinces in Canada, our law firms are experienced, responsive, and reliable. It's power in numbers. It's LegalShield. Total Access. Total Freedom.

Your protection.

A small monthly fee gives you access to a quality law firm in your area. Call about anything you want. It's that simple.

Your law firm.

Just contact your provider firm directly to speak with a lawyer in your area that is experienced in all fields of law. We even provide 24/7 access for emergencies. *(See details on page 7.)*



LegalShield™
Total access. Total freedom.

One call away.

Proven, professional advice is just a phone call away on all matters, from the trivial to the traumatic.

-
- | | |
|---|--|
| • Legal Advice - unlimited issues | • Trial Defense |
| • Letters/calls made on your behalf | Pre-Trial |
| • Contracts & documents reviewed up to 10 pages | Representation at trial |
| • Lawyers prepare | • IRS Audit Assistance |
| Your Will | • 25% Preferred Member Discount |
| Living Will | • 24/7 Emergency Access for covered situations |
| Healthcare Power of Attorney | • Online legal forms |
| • Traffic-Related Issues | |
-

If you were my attorney, what would you charge for these services?

* Turn the page to review your selected plan and state of residence for full details on benefits, limitations and exclusions of the membership.

Expanded LegalShield Plan

If you feel more susceptible to lawsuits or just desire to have more trial benefit hours available to you, we offer an expanded plan.

For an additional \$9 a month, your trial benefits will begin with 75 hours of attorney time available to you in your first year [17.5 hours of pre-trial time + 57.5 hours of trial time]. This is an additional 15 hours of pre-trial time than the regular plan offers. Remember, your pre-trial hours are those hours when your attorney is researching and preparing for your case. So these hours can be crucial to the outcome of your lawsuit.

With the Expanded Plan, your benefit hours increase each year, through your 5th year of membership:

Year renewal	Pre-Trial Time	Trial Time	Total	More Hours than regular plan!
1	17.5	57.5	75	15
2	23	117	140	20
3	28.5	176.5	205	25
4	34	236	270	30
5	39.5	295.5	335	35

This option is not available in New Jersey, South Dakota or Vermont.

Safeguard for MinorsSM

(Under 18)

Safeguard Material

- Valuable information on credit education for minors, advice on the best practices for the use of a child's Social Security Number and personal identifying information, and more.

Monitoring and Alerts

- Monitor for the existence of a credit file in your child's name.
- Receive alerts if any credit files are found.

Consultation

- Consult the experts on any identity theft questions or concerns regarding child identity theft.

Identity Restoration Services

- The experts will take immediate action to correct any damages caused by identity theft. This includes but is not limited to: placing alerts, disputing fraudulent accounts, providing available credit reports, and assisting with obtaining a police report.

Identity Theft ShieldSM

(Member & Spouse)

Credit Report

- Conveniently log in to our secure website for access to your up-to-date credit report based on data from *Experian*.

Personal Credit Score with Analysis

- In addition to your credit report, we also provide a detailed analysis of your Personal Credit Score with your first credit report.

Continuous Monitoring with Activity Alerts

- Activate continuous credit monitoring via our secure website.
- Your Experian credit file will be monitored continuously.
- Email alerts will notify you of any activity on your credit file. **This email will direct you to our secure site where you can log in to view the alert data.**

Identity Restoration Services

- The experts in identity theft restoration will step in and take over the restoration process for you, should you face an identity theft issue. They will customize the solution and work on your behalf to correct identity theft issues with affected agencies and institutions.
- Fraud alert notifications will be sent to all three national credit repositories.
- Proactive searches of local and national databases for any activity in your name that you may not be aware of.

Identity Theft Service Exclusions

Legal Remedy

Any Stolen Identity Event where the victim is unwilling to prosecute the person who caused the victim to suffer the fraud or its consequences.

Dishonest Acts

Any dishonest, criminal, malicious or fraudulent acts, if the Member(s) that suffered the fraud personally participated in, directed or had knowledge of such acts.

Financial Loss

Membership Services do not cover any financial losses attributed to the Stolen Identity Event, including but not limited to, money stolen from a wallet, unauthorized purchases of retail goods or services online, by phone, mail or direct.

Pre-existing Stolen Identity Event Limitations

If either the victim had knowledge of, or reasonably should have had knowledge of, the pre-existing Stolen Identity Event based on information provided to them prior to enrollment in the Identity Theft Shield program, such an event or the consequences caused by it are not covered.

Business

A covered Stolen Identity Event does not include the theft or unauthorized or illegal use of their business name, DBA or any other method of identifying their business activity.

Everything you would expect with great identity theft services, PLUS coverage for your children and expert identity restoration services.

Identity theft services provided by Kroll, Inc. The world's leading risk consulting company with almost 40 years of experience in security and risk mitigation.

Your LegalShield Plan Covers:

- The Member
- The Member's Spouse
- Never Married Dependent Children under 21 living at home
- Dependent Children under age 18 for whom the Member is legal guardian
- Full-Time College Students up to age 23 never married, dependent children
- Physically or mentally challenged child living at home

Additional Information:

It is up to the Provider Lawyer's professional judgment as to whether or not your claim, defense or legal position may prevail in court or is frivolous/without merit. Emergency services are subject to conditions imposed by the detaining/questioning authority.

25% off additional legal services

You may continue to use your Provider Law Firm for legal situations that extend beyond plan coverage. The additional services are 25% off the law firm's standard hourly rates. Your Provider Law Firm will let you know when the 25% discount applies and go over these fees with you.

The following are covered only under your 25% discount:

- Lawsuits filed due to conditions that were foreseeable prior to enrollment.
- Charges of DUI/DWI, drug-related matters, hit-and-run, leaving the scene of an accident, unmeritorious cases, issues resulting from operating a commercial vehicle with more than two axles.
- Bankruptcy, divorce, separation, annulment, child custody, other divorce-related matters.
- If you are named in a civil lawsuit or have criminal charges filed against you because you are listed as an owner, manager or associate of the business and had no direct involvement with the act or matter that gave rise to the lawsuit or criminal charge.
- Garnishment, attachment, other appeals.
- Charges of Tax Fraud or income tax evasions, Trust returns, business (including Schedule C) and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the member's tax returns, or services rendered by an enrolled agent.

Please note, class actions, interventions or amicus curiae filings in which you are a part or potential part are not covered by the LegalShield membership.

Need ONE more reason to join LegalShield?

1. You don't have an up-to-date will.
2. You don't understand the difference between a Trust and a Will.
3. Family members challenge your parent's will.
4. Your deceased spouse didn't have an up-to-date will.
5. The IRS selects you for an audit.
6. Your parents die and leave you executor of their estate.
7. You need an attorney's advice on any matter.
8. You need a letter written on your behalf by an attorney.
9. You need ~~82~~ one call made on your behalf by an attorney.
10. You receive a speeding ticket.



BUSINESS CONSULTANT AGREEMENT

This Agreement (the "Agreement") is entered into this ____ day of _____, 2010, (the "Effective Date"), between Pre-Paid Legal Services, Inc., an Oklahoma corporation, One Pre-Paid Way, Ada, Oklahoma 74820 ("Pre-Paid"), and _____, an individual ("Consultant").

1. Obligations of Consultant. During the Term of this Agreement, Consultant will make introductions to corporations and organizations on behalf of Pre-Paid. Prior to each introduction, Consultant will arrange and coordinate with Pre-Paid for an independent sales associate to be present for the introduction or available following the initial introduction. The independent sales associate will appear at his or her own expense. Consultant shall be responsible for all their own costs and expenses related to or arising out of this Agreement, including but not limited to all travel expenses and direct costs and expenses related to any introduction. Consultant shall be an independent contractor and not an associate or employee of Pre-Paid. This Agreement shall not be deemed to be a joint venture or partnership of any kind. Following any introduction, Consultant and any corporation or organization must sign a Memorandum of Understanding, attached as Exhibit A, indicating the intent to proceed.

2. Obligations of Pre-Paid. Pre-Paid shall provide support and input required to support Consultant's obligations in a timely manner.

3. Compensation. As compensation for the services performed by Consultant, Consultant shall be entitled to receive from Pre-Paid an amount, as set forth in the royalties paid attachment of Exhibit B, of the first year's collected annualized premiums for the sales of Pre-Paid family plans and Identity Theft plans resulting from the introduction. Exhibit B may be amended from time to time by Pre-Paid. Payment shall be made to Consultant on an as-earned basis. Any existing memberships will not be included in this Agreement.

4. Matters Relating to Customers. Consultant agrees that all Pre-Paid Legal members are customers of Pre-Paid only and information provided to Consultant which is related to Pre-Paid Legal members, the memberships, or the company remains the property of Pre-Paid. Notwithstanding any other provision of this Agreement expressly or implicitly to the contrary, (a) the parties may exchange such member information between them as is necessary to perform their respective obligations hereunder; and (b) Pre-Paid retains all rights to terminate any or all of its membership plans, or to cease or modify its marketing and sales of membership plans at any time. Any member lists, records or other member or associate information shall be kept strictly confidential by the parties; and the parties, except as necessary to consult with each other in the performance of their obligations hereunder, shall not use or disclose any of the foregoing whatsoever without the prior written consent of the other party. In the event this Agreement terminates for any reason, Consultant shall, upon Pre-Paid's request, return all such information to Pre-Paid.

5. Term and Termination. Unless terminated as provided below, this Agreement shall continue for an initial term of one year commencing on the Effective Date, and upon the expiration of such initial term, this Agreement shall automatically renew for successive one year terms unless terminated by either party with 30 days notice so long as Consultant is continuing to actively promote Pre-Paid's membership plans. This Agreement may be terminated at any time by either party upon thirty (30) days written notice. Any termination of this Agreement by reason of breach or default of a party shall not limit the remedy of the non-breaching or non-defaulting party to recover any damages arising as a result of such breach or default.

PRE-PAID LEGAL SERVICES, INC.,

CONSULTANT

Authorized Officer and Title

Authorized Individual and Title

EXHIBIT A

FORM MEMORANDUM OF UNDERSTANDING

By signing this Memorandum, I represent that I have the authority to represent this company and authorize for company employees or affiliates to be introduced to the Pre-Paid Legal Services, Inc. program. I agree to meet with a representative of Pre-Paid Legal Services, Inc. to learn more about their legal plans and identity theft plan.

Name of Company: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Fax: _____

N / A

Company Contact/Representative

Date _____

Pre-Paid Legal Services, Inc. Consultant

Date: _____

Exhibit B

Royalties Paid

PPD Plans

Annualized Premium	Monthly Premium	Royalty	Annual Renewal	Royalty Split					
				One Third/Two Thirds		50/50		90/10	
\$ 179.40	\$ 14.95	\$ 28.75	\$ 1.79	\$ 9.58	\$ 19.17	\$ 14.38	\$ 14.38	\$ 25.88	\$ 2.87
191.40	15.95	30.67	1.91	10.22	20.45	15.34	15.34	27.60	3.07
287.40	23.95	46.06	2.87	15.35	30.71	23.03	23.03	41.45	4.61
299.40	24.95	47.98	2.99	15.99	31.99	23.99	23.99	43.18	4.80
900.00	75.00	144.23	9.00	48.08	96.15	72.12	72.12	129.81	14.42
1,500.00	125.00	240.38	15.00	80.12	160.26	120.19	120.19	216.34	24.04

IDT Plans

Annualized Premium	Monthly Premium	Royalty	Annual Renewal	Royalty Split					
				One Third/Two Thirds		50/50		90/10	
119.40	9.95	19.13	1.19	6.37	12.76	9.57	9.57	17.22	1.91
155.40	12.95	24.90	1.55	8.30	16.60	12.45	12.45	22.41	2.49
191.40	15.95	30.67	1.91	10.22	20.45	15.34	15.34	27.60	3.07
Combined									
IDT/\$15.95	25.90	49.81	3.11	16.60	33.21	24.90	24.90	44.83	4.98
IDT/\$24.95	34.90	67.12	4.19	22.37	44.75	33.56	33.56	60.41	6.71

Royalty to be split as follows: (Note: Please include W-9 and company Information for each entity to be paid)

- ____(67%)
- ____(50%)
- ____(90%) to _____
- ____(33%)
- ____(50%)
- ____(10%) to _____

Consultant

Newsletter Report

North Atlantic	Last Issue	Days
Allegheny	12/31/2011	13
Boston	12/14/2011	30
CT Valley	11/17/2011	57
Delaware Valley	12/28/2011	16
Genesee	12/12/2011	32
Green Mountain	10/3/2011	102
Mountain State	10/10/2011	95
New Jersey	10/1/2011	104
New York	10/20/2011	85
Nittany Bimmers	11/16/2011	58
Patron	10/20/2011	85
Pinetree	12/29/2011	15
Pocono Mountain	1/5/2012	8
White Mountain	11/18/2011	56
today	1/13/2012	

North Central	Last Issue	Days
Badger	12/27/2011	17
Bimmers	10/31/2011	74
Bluegrass	11/30/2011	44
Buckeye	11/7/2011	67
Hoosier	12/6/2011	38
Illini	10/24/2011	51
Iowa	10/20/2011	85
Michiana	12/30/2011	14
Motor City	5/16/2011	242
North Star	12/15/2011	29
Northern Ohio	12/6/2011	38
Old Hickory	1/4/2012	9
River City	10/21/2011	84
St. Louis	1/13/2012	0
Windy City	1/13/2012	
today	1/13/2012	

Pacific	Last Issue	Days
Central CA	8/30/2011	136
Golden Gate	11/15/2011	59
Hawaii	5/15/2011	243
Inland	10/21/2011	84
Empire	9/1/2011	134
Los Angeles	7/6/2011	191
Oregon	1/13/2012	0
Puget Sound	12/12/2011	32
Rattlesnake	3/11/2011	308
Roadrunner	5/6/2011	252
Sacramento	8/12/2011	154
San Diego	12/28/2011	16
Sierra	7/4/2011	193
Sin City	12/29/2011	15
Sonora	today	
today	1/13/2012	

South Atlantic	Last Issue	Days
Bayou	7/14/2011	183
Blue Ridge	1/9/2012	4
Choo-Choo	7/13/2011	184
Everglades	6/21/2011	206
First Coast	10/10/2011	94
Gulf Coast	10/27/2011	76
Heart of Dixie	1/7/2012	6
National Capital	11/7/2011	67
Peachtree	4/26/2011	262
Puerto Rico	12/11/2011	32
Sandlapper	11/21/2011	53
Smoky Mountain	6/22/2011	205
Suncoast	10/21/2011	84
Sunshine	9/15/2011	119
Tarheel	12/29/2011	15
Tidewater	7/11/2011	186
today	1/13/2012	

South Central	Last Issue	Days
Houston	12/4/2011	40
Kansas City	12/17/2011	27
Lone Star	12/1/2011	43
Great Plains	12/28/2011	16
New Mexico	10/18/2011	87
Rocky Mountain	7/11/2011	186
Sunbelt	9/16/2011	119
Tejas	9/26/2011	109
Wasatch	11/19/2011	54
today	1/13/2012	



Marketing Initiatives

Social Media Outreach & Commerce Pilot Program with Twitpay

This campaign is designed to expand our online community while simultaneously increasing and retaining memberships. This is achieved by offering an easy and convenient way to purchase and renew memberships while inside this online community.

Here's how it works:

The National Office will post a message to Twitter or Facebook and require the recipients "retweet" or share the message with their followers/friends in order to receive a special offer or discounted rate. For Example, since the majority of our followers are NOT members, the first offer will be for a discounted membership. This will expand our reach because in order to get this special offer, the participant will have to share the message with everyone who follows them—in turn, growing our membership and online following. We will also be pursuing "celebrity" tweeters to further our outreach.

BMW Car Club of America
640 South Main St, Ste 201
Greenville, SC 29601-2564

Tel 864-250-0022
Fax 864-250-0038
bmwcca.org

Preferred Partner Program with BMW Dealerships

This program will expand our knowledge of all the dealerships throughout the country while growing our membership and providing a valuable service to our members. There are already several dealerships throughout the country that purchase memberships for their customers when they buy a car; our goal is to substantially grow this number through marketing outreach. In the process, we will gain a database of knowledge (dealership locations, discounts and services provided) and make it available on the CCA website. We will highlight the "Preferred Partners" who support the club, thus creating a mutually beneficial program for the club, our members and the dealerships.

"Know Your Benefits" Campaign

As we are constantly gaining and changing membership benefits/discounts, this email campaign will provide added value to our supporters and ensure that our members know the breadth of benefits available to them.

Weekly digiStrasse Coming In-house

This weekly newsletter is due for a refresh—combined with our current contract coming to an end and the addition of our marketing director, John Haverland—we are poised to produce this in-house more effectively and efficiently. This transition will not only save money, but will also provide a fresh take on this popular item.

2012 Membership Drive

Our annual membership drive will once again feature the ever-popular M-School as 1st prize, 2013 Oktoberfest Registration as 2nd prize, and a three-night accommodation at a Kessler property as 3rd prize. This program will be promoted with both print and web.

Radio / TV Spots with Radiate Media

This trial program will feature the BMW CCA in radio and television spots to help drive membership by targeting our core demographics in major markets. The advertising will be during peak hours and loosely car-related..."Today's morning traffic report is brought to you by BMW Car Club of America. The ultimate member club for the ultimate driving machine; visit www.bmwcca.org..." The following sheets show the proposed cities for media coverage, the costs associated and the reach in each market.



RADIATE
M E D I A

Columbus

Proposal For: BMW CCA
Date: December 15, 2011
Rep: Marc Brenner
Phone: 312-894-7310

<u>Columbus Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
WBNS-AM	1460	Sports	2
WBNS-FM	97.1	Sports	2
WRKZ-FM	99.7	Rock	2
WMNI-AM	920	Adult Standards	2
WSNY-FM	94.7	Adult Contemporary	2
WTDA-FM	103.9	Classic Hits	2
WQEL-FM	92.7	Classic Hits	2
WBNS-TV		CBS	2
			16

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$50	Total Spots: 64
GRPs: 48.1	Reach: 29.7%
Frequency: 1.6	GIMPS: 215,548
Population: 445,914	Total Net: \$2,424

Atbitron. November 2011. Nielsen. July 2011. Columbus



RADIATE
M E D I A

Kansas City

Proposal For: BMW CCA

Date: December 15, 2011

Rep: Marc Brenner

Phone: 312-894-7310

<u>Kansas City Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
WDAF-FM	106.5	Country	2
KCSP-AM	610	Sports	2
KDTD-AM	1340	Regional Mexican	2
KZPT-FM	99.7	Hot AC	2
KMBZ-AM	980	News/Talk	2
KMZU-FM	100.7	Country	2
KQRC-FM	98.9	Rock	2
KRBZ-FM	96.5	Modern Rock	2
KUDL-AM	1660	Classical	2
WDAF-TV		FOX	3
			21

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$85	Total Spots: 84
GRPs: 54.7	Reach: 31.5%
Frequency: 1.8	GIMPS: 265,588
Population: 477,055	Total Net: \$4,644

Atbitron. September 2011. Nielsen. July 2011. Kansas City



RADIATE
M E D I A

Las Vegas

Proposal For: BMW CCA
Date: December 15, 2011
Rep: Marc Brenner
Phone: 312-894-7310

<u>Las Vegas Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
KXNT-FM	100.5	News/Talk	6
KQLL-AM	1280	Oldies	3
KDWN-AM	720	Talk	3
KJUL-FM	104.7	Adult Standards	3
KUNV-FM	91.5	Jazz	3
KNUU-AM	970	News/Talk	3
KLAV-AM	1230	Talk	3
KXTE-FM	107.5	Modern Eock	3
KYDZ-AM	1140	Pre-Teen	3
KMXB-FM	94.1	Hot AC	3
KLUC-FM	98.5	Rhythmic CHR	3
KTNV-TV		ABC	2
			38

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$134	Total Spots: 152
GRPs: 44.4	Reach: 24.6%
Frequency: 1.8	GIMPS: 169,249
Population: 389,120	Total Net: \$5,944

Atbitron. September 2011. Nielsen. July 2011. Las Vegas



RADIATE
M E D I A

Pittsburgh

Proposal For: BMW CCA

Date: December 15, 2011

Rep: Marc Brenner

Phone: 312-894-7310

<u>Pittsburgh Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
KDKA-AM	1020	News/Talk	2
KDKA-FM	93.7	Sports	2
WJAS-AM	1320	Adult Standards	2
WJPA-FM	95.3	Oldies	2
WSHH-FM	99.7	Soft AC	2
KQV-AM	1410	News	2
WESA-FM	90.5	News	2
WLTJ-FM	92.9	Hot AC	2
WRRK-FM	96.9	Adult Hits	2
WBZZ-FM	100.7	Hot AC	2
WDSY-FM	107.9	Country	2
WMNY-AM	1360	Business News	2
WTAE-TV		ABC	2
WPXI-TV		NBC	2
KDKA-TV		CBS	2
WPCW-TV		CW	2
PCNC-TV			2

34

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$89	Total Spots: 136
GRPs: 105.8	Reach: 53.7%
Frequency: 2.0	GIMPS: 574,668
Population: 543,962	Total Net: \$9,368



RADIATE
M E D I A

Portland, ME

Proposal For: BMW CCA
Date: December 15, 2011
Rep: Marc Brenner
Phone: 312-894-7310

<u>Portland, ME Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
WCLZ-FM	98.9	Adult Alternative	3
WGAN-AM	560	News/Talk	3
WPEI-FM	95.9	Sports	3
WMGX-FM	93.1	Hot AC	3
WPOR-FM	101.9	Country	3
WYNC-FM	100.9	Oldies	3
WBAE-AM	1490	Talk	3
WZAN-AM	970	Talk	3
			24

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$44	Total Spots: 96
GRPs: 50.4	Reach: 20.5%
Frequency: 2.4	GIMPS: 105,884
Population: 211,000	Total Net: \$2,208

Atbitron. Spring 2011. Portland, ME



RADIATE
M E D I A

Portland, OR

*Proposal For: BMW CCA
Date: December 15, 2011
Rep: Marc Brenner
Phone: 312-894-7310*

<u>Portland, OR Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
KINK-FM	101.9	Adult Alternative	6
KFXX-AM	1080	Sports	6
KPAM-AM	860	News/Talk	6
KPDQ-FM	93.9	Religious	6
KXTG-AM	750	Sports	6
KXL-FM	101.1	News/Talk	6
KOIN-TV		CBS	3
			39

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$88	Total Spots: 156
GRPs: 65.0	Reach: 26.2%
Frequency: 2.4	GIMPS: 409,458
Population: 638,568	Total Net: \$5,748

Atbitron. November 2011. Nielsen. August 2011. Portland, OR



RADIATE
M E D I A

Portsmouth/Manchester

*Proposal For: BMW CCA
Date: December 15, 2011
Rep: Marc Brenner
Phone: 312-894-7310*

<u>Portsmouth/Manchester Sponsorship Network</u>			<u>1 Week Probable Distribution</u>
WOKQ-FM	97.5	Country	5
WFEA-AM	1370	Adult Standards	5
WMLL-FM	96.5	Classic Hits	5
WZID-FM	95.7	Adult Contemporary	5
			20

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$41	Total Spots: 80
GRPs: 49.0	Reach: 14.3%
Frequency: 3.4	GIMPS: 78,000
Population: 158,700	Total Net: \$2,000

Atbitron. Spring 2011. Portsmouth/Manchester



RADIATE
M E D I A

St. Louis

Proposal For: BMW CCA

Date: December 15, 2011

Rep: Marc Brenner

Phone: 312-894-7310

St. Louis Sponsorship Network			1 Week Probable Distribution
KCLC-FM	89.1	Adult Alternative	2
KMOX-AM	1120	News/Talk	4
KFAV-FM	99.9	Country	2
KFNS-AM	590	Sports	2
KFNS-FM	100.7	Adult Hits	2
KTRS-AM	550	Talk	2
KWMU-FM	90.7	News/Talk	2
WIL-FM	92.3	Country	2
KWMO-AM	1350	Talk	2
KSLQ-FM	104.5	Adult Contemporary	2
WXOS-FM	101.1	Sports	2
KYKY-FM	98.1	Hot AC	2
KEZK-FM	102.5	Adult Contemporary	2
KMOV-TV		CBS	2
KSDK-TV		NBC	2
KTVI-TV		FOX	2

34

Campaign Totals - Men 35-64 / 4 Weeks

CPP: \$104	Total Spots: 136
GRPs: 84.3	Reach: 45.6%
Frequency: 1.8	GIMPS: 512,155
Population: 612,513	Total Net: \$8,744



IT Report

January 2012

Membership Database Update

I am in the process of working with the developers to correct the Master Chapter Report. At present the report is incorrectly displaying a status of “renewal” even when a person did not renew during the reporting month. Also, the counts displayed on the summary page are incorrect. The data is provided in other reports that the chapter officers receive, however, because of its convenience the summary data on the Master Chapter Report is frequently referenced.

I have established a nightly process which automatically replaces the join date of a lapsed member. When a person reinstates his/her membership in the club, because of the Membership Reward Rebate Program, we must give them the current date as their join date. After one year of continuous membership the member is able to have their original join date back. Previously the member would have to call and request their original join date, now it is automatically given back to them.

CDC software will soon install a versatile workflow module for us. The workflows are triggered based on changes in the database. The first workflow I’ll be creating is a receipt from back-office transactions. If a member purchases a membership on the website they are automatically sent a receipt. However, if the staff processes a membership in the back-office, the member does not receive a receipt. This module will allow for other types of automation as well, such as: renewal notice e-mails, and a series of e-mails delivered once a week for the first three weeks of membership welcoming the new member to the club and focusing on different membership benefits. This will help increase the perceived value of membership in the club from the beginning.

Website Update

This year Chapter Officers will be able to submit their Financial Statements on the BMW CCA website. The form is nearly complete and just requires some final review before it is released. The Treasurer, or someone on the Treasurer’s behalf, will be able to save their progress along the way and return to submit the form at a later time. Once completed, the submitter will receive an e-mail with an attached PDF of the information he/she entered.

Members will soon have more control over their membership on automatic renewal. A module is nearing completion which will allow a member to update his/her credit card on the BMW CCA website. All of the credit card information is securely stored at Chase Paymentech. The BMW CCA staff only has access to the type, the last four digits, and the expiration date of a member’s credit card. We will also begin sending automated reminder e-mails stating their credit card will be charged in XX number of

days. If the credit card will expire prior to the membership, then the e-mail will inform the member and ask them to go in and update the card information.

Another feature that will be released soon is the ability for a member to print their own membership card. This printed card can serve as a replacement, or as the main membership card if the member so desires. The member will be able to choose from six designs and print the card at home. It will have all of the same information as the card they receive in the mail.

The new forum software was rolled out at the beginning of November. Steven Schlossman took the lead on this project and it has been very well received. After the launch of the new website, the forums selected by Worthwhile with very basic functionality only averaged 35 visitors a day. The new forums, Xenforo, are averaging 250 visitors a day. We are hoping to increase forum participation when we upgrade to the latest version of Xenforo because it includes features which encourage posting.

A handwritten signature in black ink that reads "Stephen Elliott". The signature is written in a cursive style with a large, sweeping initial 'S'.

Stephen Elliott
Director of IT
BMW Car Club of America



BMW Car Club of America
BMW CCA Club Racing
Gary Davis
National Chairman
18159 Meridian Road
Grosse Ile, MI 48138
734-308-7299

January 12, 2012

To: Board of Directors, BMW CCA
Executive Director, BMW CCA

Subject: Club Racing Chairman's Pre-meeting Report for the January 21-21, 2012
Board Meeting.

Travel

February 21-22, 2012; BMW CCA National Board meeting; Monterey, CA.

Planned Travel

February 24-26, 2012; BMW CCA Club Racing Stewards Workshop, Dallas, TX.

Racer's Advisory Committee

North Atlantic	Ron Checca	Incumbent
South Atlantic	Mike Akard	Newly Elected
North Central	Tim Smith	Newly Elected
South Central	Steve Amos	Appointed
Pacific	Ralph Warren	Newly Elected
Canada	Isidore Papadoulousos	Newly Elected

Appeals/Protests

None.

Sponsors

Cobalt Friction	New contingent and award sponsor
Sparco	Pending official apparel sponsor

New Activity

- 2012 CR Rules released 1/3/2011
- Activity Participation Trend

Year	Registered racers	Participating	Drop-Off
2009	864	637	26.3%
2010	875	642	26.6%
2011	795	627	21.1%
- 2 new classes for 2012
 - Spec E30
 - B-spec Mini
- 2 new driver awards (monetary) for 2012
 - Rookie of the Year Award- rookie driver with the most points.

Glen Lucas Memorial Trophy- driver that best represents the philosophy and spirit of Club Racing.

- Club Racing sponsored Saturday social events for all Premier and National races (9).
- Champagne podium celebrations for all Premier and National races
- CR Steward Workshop scheduled for February 25-26, 2012 at Dallas, Texas. New class rules to be reviewed. Customer service reviewed, Stewards will recertify for SFI safety standards.

Respectfully submitted,

Gary Davis
Chairman, BMW CCA Club Racing

€ 5.50
2012

www.bmw-classic.com



BMW Classic live

BMW Classic live

SPECIAL



SIX GENERATIONS

BMW 3 Series

SUCCESS STORY
12 MILLION
3 SERIES MODELS

ON TOUR
5,000 KILOMETRES
WITH THE 3 SERIES

SPORTY 3 SERIES
SUCCESSSES ON THE
RACE TRACK

BMW Classic live magazine. General data & new issue.



BMW Classic live

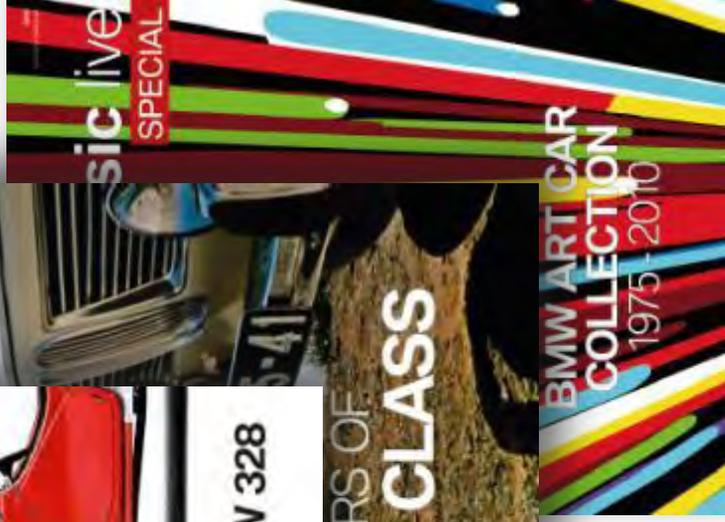
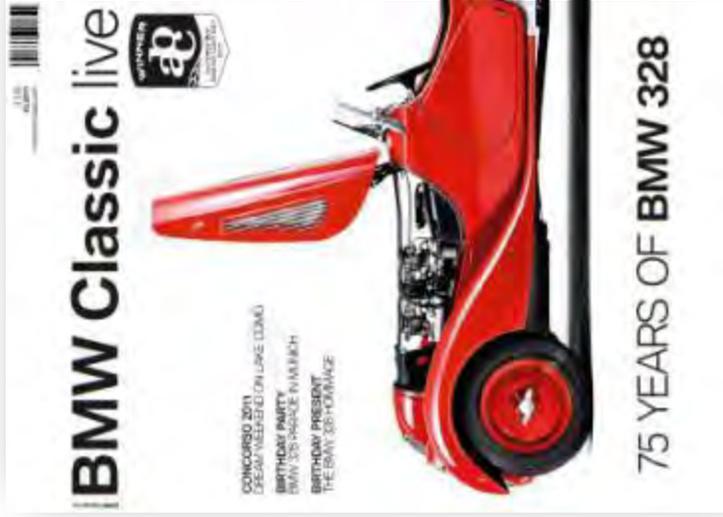
Munich
January 2012



Sheer
Driving Pleasure

BMW Classic live magazine.

General data.



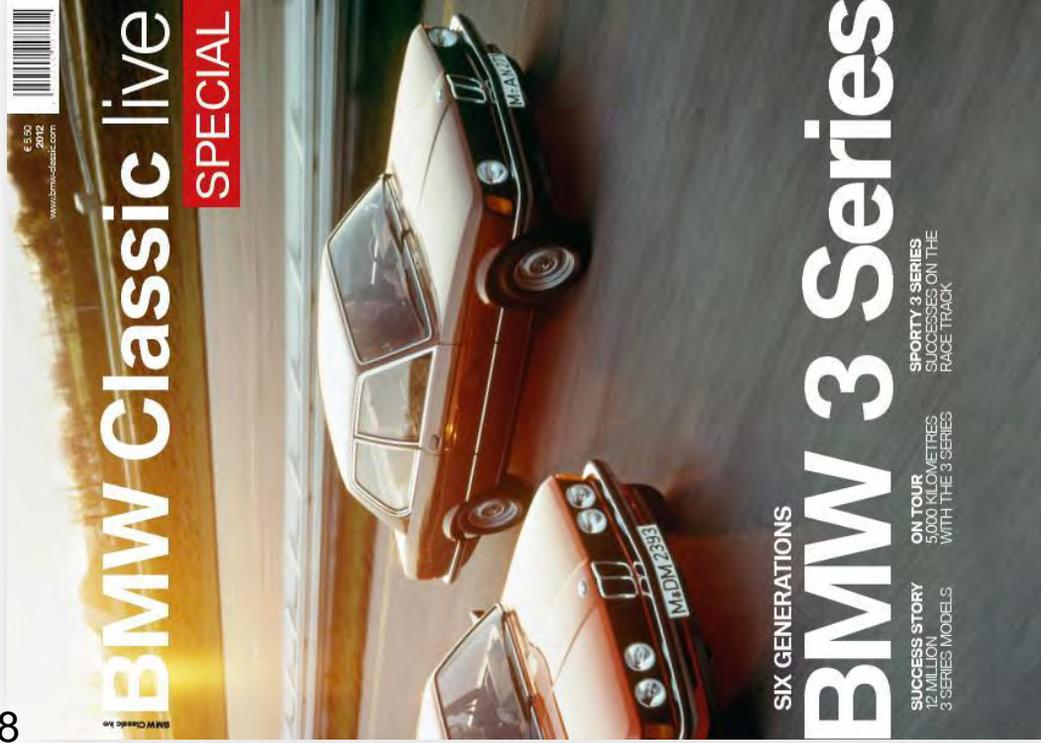
“There’s no future without a past”
– **the motto under which BMW Classic has published its magazine since 2003.**

Key data

- _Format: DIN A4
- _No. of pages: approx. 64-68
- _Languages: Ger/Eng
- _Publication frequency: 2-3/year
- _Subscription price: depends on the order amount, RRP: €5.50/copy

BMW Classic live magazine. New issue: BMW 3 Series Special.

108



Content

- _ Presenting 6 generations
- _ Interviews
- _ Motor sport
- _ On tour
- _ Community

Print run:
~110,000 copies
Publication date:
January 2012



BMW Classic live magazine. Best practice: 30 years of BMW GS Special.



- _ Cooperation with BMW motorcycle in 2010
- _ Print run: > 56,000 copies
- _ available in 6 language versions:
GER/ ENG/ ESP/ FR/ IT/ JAP



Thank you for your attention.

For further questions, please contact:

VB-40/ Max Bauer
Marketing BMW Group Classic
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80809 Munich
Phone: +49(0)176-601-26002
Mailto: Max.V.Bauer@bmwgroup.com

**BMW Car Club of America
Board Meeting Minutes
Monterey, CA
January 21, 2011**

Attendance:

Bruce Hazard-President, Steve Johnson-VP, Darcy Yench-Secretary, Louis Goldsman-Treasurer, RVPs: Mike Lingenfelter, Paul Dunlevy, Jeff Cowan, John Sullivan, Dan Baker; Satch Carlson - *Roundel* Editor; Gary Davis-Club Racing Director, Neil Maller-DEC Chair, National Office staff: Frank Patek – Executive Director, Lindsey Jefferson DFO

Guests:

Don Louv, Kelly Kirkland, Ken Whitson, Ryan Staub, Mike Mills, Keith Wollenberg, Ian Dunn, Andy Wong, Eddie Funahashi, Peter Lyons, Dave & Debbie Warner .

Minutes: The minutes of the October 10, 2011 Board meeting were approved by vote of the Board on November 16, 2011. Reading of the minutes was waived.

Affirmation of votes on conference calls since the last Board Meeting.

- Resolution recognizing the interim Board of Directors for the Sunshine Bimmers Chapter, Approved 9-0.
- Approval of regional status for the OBX CruZ and The Vintage events, Approved 9-0
- Appointment of Dan Baker as Board Liaison to the DEC, Approved 7 in favor 2 Absent (Yench & Sullivan)
- Resolution allowing for the carryover of unused staff vacation and comp time from 2010 to 2011, Approved 6 for 3 absent (Sullivan, Lingenfelter & Cowan)
- Florida Sun Coast Chapter Regional Status for their 2012 Sebring Corral, Approved 6 for 3 absent (Sullivan, Lingenfelter& Cowan)
- First Coast Chapter Regional Status for their 2012 Daytona Corral, Approved 6 for 3 absent (Sullivan, Lingenfelter & Cowan)

Paul Dunlevy made the motion to reaffirm these votes Steve Johnson 2nd

VOTE: 9 for - 0 against. Passed

08:05 Reports

- President – no additions to the pre-meeting report
- Executive Vice-President - no additions to the pre-meeting report
- Secretary - no additions to the pre-meeting report
- Treasurer - no additions to the pre-meeting report
- South Atlantic Regional Vice President - no additions to the pre-meeting report
- North Atlantic Regional Vice President - no additions to the pre-meeting report
- Pacific Regional Vice President - Jeff Cowan
 - o Contacted by people from Guam about forming a chapter, discussion about the minimum requirements and they will get back with the necessary materials to proceed.
- South Central Regional Vice President - no additions to the pre-meeting report
- North Central Regional Vice President - no additions to the pre-meeting report
- Executive Director - no additions to the pre-meeting report
- Roundel - - no additions to the pre-meeting report
- Driving Events Committee – Neil Maller–no premeeting report was submitted
- Club Racing – (discussed under 3–National Programs and Services)

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Discussion Topics

1. National Events

Oktoberfest

- 2012 – Final Report break even with writing off the excess t-shirts which will be handed out at the DEC congress, well received and response was positive.
- 2012 – Columbus, OH & Mid Ohio – Buckeye is the host chapter
- Need to produce a one page promotional add to promote
- 30 feelers for the club race
- Future
 - o 2013 – Laguna Seca – We have an offer on the table for August 19-24, 2013 immediately following the Monterey Motorsport Reunion. Hyatt is being considered for the host hotel. The rate would be \$138/night starting Sunday night. This rate will not be available for the Reunion event weekend. Will look into offsite hotels for the time prior to the event for a better rate to encourage participation. Lawn area at Laguna is a possibility for the Concourse, Fairgrounds, Lake Ellistero, Custom House Plaza downtown (was used in 1987) with large multistory parking, and bay area spot are being considered. Banquet at the aquarium proposal is being looked at. They now have an in-house 5 star chef. Dinan has been asked to sponsor in 2013. Will tap into local dealerships.
 - o Head of BMW NA, Ludwig Willach is expected to be here for 5 years. He is a passionate car guy and pleased about the club's support the marque gets. Money was gone to Gnassis and Dinan this year for marketing.
 - o Frank went to the track and the track went to the county to negotiate more than a year out for 4 days of Oktoberfest. (Monday is usually a manufacturer's day.)
 - o Sound limit is 92 db. Track length 2.2 miles.
 - o The local chapters will be asked about their participation levels after the package has a more concrete nature.
 - o August 16-17 will be the Legends Concours to start the 9 day event.

Chapter Congress

- The Chapter Congress will be held near the DFW Airport on Feb 25-26.
- Agenda for the Club Racing staff meeting being held concurrently with the Chapter Congress will include a featured speaker—Ross Bentley.
- Chapter Congress will consist of a general session on Friday starting with a general status and Foundation will be speaking about Street Survival program. State of the Club will be addressed from 8-9 PM
- Saturday morning will start with a general session and 3 rotating breakout tracks that will consist of sessions for printing and merchandise solutions (Wendie Martin, Enthusiast Media Group), the Treasurers -need to show purchases restricted to members due to IRS issues), Recruitment and Retention, and Social media.

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- Mike Lingenfelter will conduct a talk on branding and then do some case studies in the afternoon.
- Sunday will start with a short general session then RVPs will conduct their respective breakout session from 10-noon. This would be a good time for region sharing of their calendars.
- Club Racing time will be spent with a steward's workshop, racers advisory committee, SFI exam for stewards, and looking at problem cases from steward's perspective for review.
- DFW Westin is the host hotel and has a shuttle from airport. Meals will be arranged within the hotel due to limited opportunities in the area.

2. Regional Events

Updates:

- OBX CruZ is scheduled and people are starting to register.
- The Vintage event planning is underway and the first one this year with Spaten as a sponsor.
- Car corrals are planned at Sebring and Daytona.
- Shell had some funds to share and we will be using some for DEC Congress and Car Corrals.
- Pittsburgh Vintage Grand Prix festivities are July 8-22. July 20-22 being the big event downtown at Schendley Park, near Fox Chapel on north side of the city. Allegheny Chapter has requested regional status. John reported that he had 7 – 10 items queried about money matters and adequate responses were received.

John Sullivan made the motion to give regional status to the Pittsburgh Vintage Grand Prix Paul Dunlevy 2nd VOTE: 9 for – 0 Passed.

- Monterey Reunion August 2012 Regional/National Event
 - o Festorics is one portion.
 - o Legends of the Autobahn Concours will have not only BMW, Porsche, Mercedes but possibly Audi as well.

Jeff Cowan moved to grant regional status to the Monterey event 2nd by Dan Baker Vote: 9 for – 0 Passed.

****It was noted that a past board granted this event to have automatic regional status until changed by a future board.**

- Hilton Head Concour will have the Model T as the featured marquee.
- Mike L. noted the annual Vintagefest in Chicago will again be in September.
- ALMS car corrals are still being worked on for funding through Larry Koch.
- Paul D. noted that VIR is hosting an ALMS race Sept. 13-15 on the 4.1 long circuit and the Tarheel Chapter might be requesting regional status for a car corral.

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3. National Programs and Services

IT Update –

- Member status report still isn't functioning. It pulls from every other report to summarize and is still being worked on, hopefully it will be done by Chapter Congress.
- Membership hard lapse date is there for the Rewards Program. The program is now designed so that when a lapsed member renews, his/her original date will be automatically restored one year from renewal date.
- Financials report is in draft form, but hopes are that all chapters will use the online form to manually enter the data for national. It's the same pdf with calculations built in. The hopes are to have the previous year's numbers to utilize for comparisons.
- We are finally moving forward to the auto renew capabilities, American Express doesn't have a retention capability, and those who use this card will have to supply the new expiration date information to renew their membership. Other credit cards have capabilities for the automatic renewal process.
- Individual member's ability to print membership cards is going to be available shortly.
- National website chapter landing pages are not being manned with current information because the chapters are not posting the events on the calendar.
- Jeff noted the social sharing on the National website is a great feature.
- Automated membership verification is being looked at.
- Referrals are up, 2213 referrals made by 1454 members. This is up by about double from last year.

Club Racing

- Year event numbers have been posted
- 2 new classes: Spec E30 and B Spec. Minis
- New contingent and awards sponsor –
- Scott Blazey is preparing a biography for the award name, Glenn Lucas to have in the archives.

Driving Events – Neil Maller

- Autocross incident concerning a spectator who had not signed the waiver was discussed. Discussion at DEC conference in Indianapolis, IN 2 weeks ago resulted in the immediate requirement to make wrist bands mandatory.

Louis Goldsman moved to add a sentence to the paragraph under Autocross 3.11.2.3 to state "Wrist bands shall be used to indicate that individuals have signed the waivers." The 2nd recommendation under 3.11.2.3 is to be deleted. Dan Baker 2nd.

VOTE: 9 for – 0 against. PASSED

Nonmember Event Income Limits

- There is now IRS enforcement of the requirement of no more than 15% of nonmember revenue from events with detailed membership information required

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for event participants—otherwise the IRS will consider all participants to be nonmembers.

- o Neil expressed concerns of how the membership requirement to participate will be implemented. Can we offer a 6 month membership? The board will discuss at a further date.

Charity Matching Funds

- The program has an email going out to the chapters for reporting this. Deadline set for April 1st. The deadline can be extended for more participation as needed.

Raffle

- Preparation is on hold right now awaiting pricing for the M5 and M6 which is brand new for this year. Roll out on June 1. Board members traditionally get together to put the tickets into the barrel. Mike Lingenfelter recommended and the board agreed to make the grand prize car be the M5. Price might be in the low 90's. First prize: E92 M3, and main prizes to be the F10 335 \$42,400 or 328, \$34,900. Now the financial scenarios need to be looked at. Profit per car is less than the market value of the tickets. \$7,000 difference in the 3 series cars is what we are looking at.

SIG's

- Steve received a request for a CanAm/Alpina club SIG. Tabled until next conference call

Roundel

- Letters to the Editor – We would like to discontinue the policy of publishing every letter to the editor and publishing some of them to the internet. Make the Letters to the Editor the “best of” to prioritize the letters and everything else gets published to the national website Roundel section. We'd like to see less pages of this material in the future issues.
- Don Louv has accepted a position of correspondent for the ActiveE.
- We have successfully persuaded BMW that we have an interest in cars made in England. We have been invited to a MINI launch and Satch will consider putting a MINI roadster on the cover of the next issue of the Roundel.

4. Policy and Administration

Ombudsman update – update at the March meeting

Tech Rep's update - update at the March meeting

Benefits Update

- The Roadside Assistance Program through Nations Safe Driving has ended, however those with the coverage will continue to be supported through the end of December 2012.
- New coverage through Chubb could provide a similar coverage at a cost of \$48.43, a few pennies more than the previous coverage. This also has a flatbed tow service. The car is what's covered no matter who is driving it unlike other programs where the individual is covered like AAA which offers several tiers of service with additional members of the family at additional costs.

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- Approximately 2200 people are taking advantage of this member benefit.
- Workload to the staff will cause the program to be marked up to approximately \$60 for this service for a Tier One.
- Frank is in favor of this program and recommends to the board to have this roadside assistance as a benefit.
- Paul Dunlevy recommends this if the program is manageable and doesn't put undue costs and time to the staff. Steve moved we table the discussion for a future conference call to have accurate pricing numbers to vote on. Discussion Tabled.
- BENTLEY Publishers is to publish selected technical articles from the Roundel magazine. They hope to sell 5,000 copies in the first run. This is a compilation that would pay the club 5% royalty up to 5,000 and increased royalty over 5000. We are in agreement in theory but need to know what demands are necessary for the content. No mailing lists are to be distributed to them.
- Dave Wollman paid a visit to Frank Patek regarding providing pre-paid legal service for \$25.90/month for identity protection and pre-paid legal services to club members. The board decided not to participate in this program.
- Scott Blazey brought forth the topic of Long Term Care insurance as an Affinity benefit. A brokerage that has the ability to look at any number of providers offered a proposal where the BMW CCA would get a \$10 fee for every qualified lead that contacts the LTC provider suggested. Jeff Cowan suggests we look at other brokerage firms before deciding how to proceed.
- HPDE Insurance for 2011 provided just over \$3,500 revenue to the club.

National Elections

- 2012 Status – There is a card in the Roundel that is to be sent in to the office. Renita Owens, a CPA, will be tabulating the results. The deadline is February 28th.

Non-Geographical Chapters

- Request for non-geographical chapter status by Z-Club SIG – Jeff Cowan asked to table the discussion until he can put together some printed language to be sent out by email in a week or two. Discussion tabled.

Strategic Plan

- Report on regionalization of services – none given

BMW Clubs International

- Council Update - Phil Abrami, Vice Chairman Automobiles, from Clubs Canada was to have met with us but arrived 1 week early. We talked to him via phone and he was able to leave a number of materials for us to look at and have.
- Planning for 2012 meeting in Asheville, NC Sept 30-Oct 4, 2012 which is the week following Oktoberfest is expected to bring in people from all over the world. They solicited us to host, and since the budget has been reduced the original plan to have this event at the Biltmore is now being reconsidered. We will now consider moving to Greenville, SC.
- Frank encouraged members to attend the conference. The International Council would like to see us create a page on the website that links back to their website. In addition, they would like us to purchase their magazine in bulk to distribute to our

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membership. In a prior phone conference call Phil was told that this business model is not satisfactory to us.

- Phone conference call with Phil Abrami – discussed the idea on a consignment of the Classic Live quarterly magazine. Possible distribution would be at the Legends Monterey event as suggested by Mike Lingenfelter. Phil will take the discussion/recommendation to the Council
- Friends of the Marque Award – will consider two names for possible consideration for submission to the International Council in executive session later.

Insurance Update & Two Presentations

1) Lockton Risk Services – Ryan Staub (Sat am.)

- o Provided by Lloyds of London
- o Covered 1,100 events
- o A couple of high \$ pay outs
- o Revenue share is part of the program
- o \$2011 created \$3,500 sharing
- o BMW 10% discount - due to the good standing of program
- o Power point presentation – Due to the privately held status focuses on the client
- o Risk management (2 attorneys) 800 # available 24/7

2) Peter Lyons – Wells Fargo offer of Insurance

- o Three important factors to an association program
 1. Stability and security – we are in a soft market which is favorable to consumers, new players are coming in and get involved in motorsports.
 2. Coverage
 3. Pricing – has to be competitive that ties into (1).
- o Autocross is an issue especially at the finish line in course design. Peter is available for consulting. SCCA is also available as they have spent time working on this issue.

Report on November Meeting with Select Chapter Officers Focus Group

- o Provide option to buy services from National for reduced rebate
 - o There is an entitlement view for chapters rebates
- o Membership standards for chapters
 - o Some there didn't want any standards, leave us alone and let us live or die.
- o Communication
- o Member Demographic groups – Mindset was that recruitment was responsibility of national office and that retention was shared responsibility of chapters and national office.
- o Marketing

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- Forums
- Misc. How can we do spontaneous events, drives, etc.
- Mike Mills discussed the idea that the club needs to be reinvented, we need to do something to retain the car club. Look at a split fee dues structure to have a national only dues and a chapter dues fee. \$15.30 for Roundel and \$15.30 to chapters rebate for national office budget. This is authorized in the by-laws to have a split fee structure.
- Discussed: If you created the club today, what would it look like?

Operations Manual

Paul Dunlevy made a motion to switch the wording of “electronic” and “printed” in the operations manual wording of section 6.4 regarding newsletters in the paragraph under the bulleted items and strike the sentence following. Mike Lingenfelter 2nd.

VOTE: 7 for - 0 against, 2 abstained (Johnson, Hazard).

Discussion:

- Distribution of funds upon Chapter dissolution – where should it go?
- An expense reimbursement 4 page document was presented by Louis Goldsman. Discussion about reporting time of two weeks was agreed to be changed to 30 days with the emphasis on as soon as possible to help the staff with handling these reports and putting into the correct accounting period.

Mike Lingenfelter moved to accept the document as presented with one change, the wording of "two weeks" for reporting changes to "30 days", Steve Johnson 2nd.

VOTE: 9 for – 0 against, PASSED

5. Foundation – Louis Goldsman

Update – not the best year. They are still in a search of a larger facility and the current intent is to purchase one that we would share with them.

Big issue will be how to divide the space, they have a restoration and collection component that requires more space on their part.

Currently looking at a 1 story shell but have lots of questions about insulation, roof, etc. that Bill Wade is looking into.

6. Financial

2011 Update – no further discussion from the Jan. 12 conference call

Staff operations:

Louis moved to carry over the comp time from 2011 to 2012 John Sullivan 2nd.

VOTE: 9 for – 0 against. Passed.

2012 Budget Discussion & Approval –

Special Offer to CPO owners - Wendie Martin came back with some improved cost of printing for the CPO proposal. The budgeted price includes a 1 time mailing averaging 9,000 a month to the new CPO of a sample marketing issue of the Roundel, a letter signed

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by Larry Koch or someone above at BMW NA, a discounted price to join the club to start the mailings in March as a target date. We will also track these new members with a code for renewals in the future.

**Paul made the motion that the budget as proposed be adopted, Mike Lingenfelter 2nd.
Vote: 9 for – 0 against, Passed**

7. Chapter Issues –

Florida Suncoast & Everglades are putting up \$1,700 total for the Sebring Car corral and receiving \$4,000 each from BMW NA and \$3,000.00 from the Performance Center. Budgeted \$10,000 for the car corral documents submitted to Paul Dunlevy which leaves them \$1,300 short.

Steve Johnson moved that in as much as the chapters have declined to have the participants share in the costs of the Sebring Car Corral, the board declines to financially support this event. Darcy 2nd

VOTE: 9 for – 0 against PASSED

Sunshine Bimmers – Update deferred to executive session.

Conference calls – affirmation of conference calls votes see top. No other discussion.

Chapter probation report – not discussed

Chapter toolbox – not discussed

8. Membership

Membership Drive Update – not discussed

Marketing

- Special Offer to CPO owners – reference 6. Financials/budget discussion for approval of expenditure of funds in budget report.

9. BMW of North America – not discussed

10. New Business:

Steve Johnson brought forth a proposal from Brian Ghidinelli owner of Motorsportreg to request and utilize our membership database for verification during the registration process of our driving events. He is also a BMW CCA club member, a club racer and Golden Gate Chapter has been using this model since its beginning. He also provided other references with the proposal.

Steve Johnson made a motion to accept the Motorsportreg proposal dated on January 16th 2012 and inform him as such to be able to use a direct link to the national database for real time verification of membership for event registration only. Dan Baker 2nd

VOTE: 9 for – 0 against PASSED

11. Future Meetings

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Board meetings –

March 31 – April 1, 2012

Proposed:

June 23-24, 2012

Sept 22, 2012 Saturday after Oktoberfest – look into this for any conflicts in schedule.

January 12-13, 2013

Conference Calls

February 15th or 16th, 2012 – a week before the Congress due to verification by board members commitments.