

PERSONAL GUARANTY
3D AUTOMOTIVE MANAGEMENT CORPORATION
KELLEY AUTO AUCTION
HADA AUTO AUCTION

In consideration of 3D Automotive Management Corporation and its affiliated auctions (collectively, "3D" or "Auction") allowing Dealer to buy and sell motor vehicles through any auction which is owned by or affiliated with 3D, the undersigned, whether one or more, personally covenants, guarantees and warrants that the title of each vehicle sold by Dealer through any auction will be free and clear of all liens and encumbrances. The undersigned unconditionally agrees to reimburse 3D and any affiliated auction for any loss, damage, expense, or cost, including attorneys' fees, incurred as a result of a breach of the foregoing warranty.

The undersigned personally guarantees full payment of any indebtedness of Dealer to 3D, including, but not limited to, any payment of any checks or drafts issued by Dealer or any of Dealer's representatives, together with any loss or expense incurred by any Auction in collecting or attempting to collect such debt, including attorneys' fees.

The undersigned further guarantees the completeness and accuracy of each odometer disclosure statement given by or on behalf of the Dealer in all sales of motor vehicles by it through any auction, and agrees to defend, reimburse, hold harmless and indemnify each auction for, from and against all claims, losses, damages and expenses caused by any such odometer disclosure statement which proves to be false or inaccurate including, but not limited to, (1) payments made by an auction under its Odometer Protection Plan in connection with any such sale, (2) any amount paid in settlement of a legal claim in connection with any such claim, (3) any amounts paid in damages for any such claim, including any punitive damages, and (4) any expense or costs incurred by 3D or a 3D auction in collection or attempting to collect such losses, including attorneys' fees.

Dealer shall indemnify and hold auction harmless from any and all claims, suits, and demands arising from personal injury, theft, and or damage to dealer's property. This instrument shall bind the representative heirs, executors, administrators, and assigns of the undersigned, and shall ensure to the benefits of auction and its successors.

The undersigned acknowledges that each 3D auction shall have the right to refuse to transact business with Dealer, to modify or release any and all collateral security, to extend or change time of payment and to settle or compromise with Dealer without notice to the undersigned and without discharging or affecting the liability of the undersigned hereunder. This guaranty is to be a continuing guaranty and the undersigned hereby waives notice of acceptance of this guaranty and presentment, demand, protest, and any notice of non-payment or dishonor. The undersigned shall be liable as principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Dealer shall not affect the enforceability of this guaranty.

Where there is more than one signatory to this guaranty, each signatory shall be jointly and severally liable under this guaranty.

Signature of Guarantor

Signature of Guarantor

Printed Name of Guarantor

Printed Name of Guarantor

Signature of Witness

Date