



2471 Ley Dr. Akron, OH 44319

Phone (330) 733-8245* Fax (330) 773 -1641

www.akronautoauction.com



3776 S.R. 93 N.E., Crooksville, OH 43731

Phone (740) 982-3030 * Fax (740) 982-3055

www.valueautoauction.com

NEW DEALER APPLICATION CHECKLIST:

- Registration Application Form
- W-9
- Signed Bank Authorization Letter
- Dealership And Individual Authorization Form
- Signed Power of Attorney
- Signed Disclaimer Form
- Signed Guaranty
- Copy of BMV License
- Copy of Company Check
- Color Copy of Each Authorized Representative's Driver License

VERIFY OWNERSHIP BY:

- Copy of Driver's Licenses of Owners(s)
- Copy of Certificate From Ohio Secretary of State For Company
- Owner Signs Owner Certification Form



Name of Dealer: _____ Telephone (____) _____

(Legal Name if Different) _____ Fax# (____) _____

(Hereinafter Referred to as Dealer)

Address: _____ City _____ ST. _____ Zip _____

BUSINESS INFORMATION

Is the Dealer: An Individual _____ Partnership _____ Corporation _____ LLC _____ Federal Tax ID# _____ If

Registered with AuctionAccess, please provide Dealership # _____ Individual # _____

When was Dealer Organized? ____ / ____ / ____ Dealer License # _____ Sales Tax # _____

Do you expect to Buy _____ Sell _____ If you expect to buy, will you use: Cash _____ Checks _____ Drafts _____ (Subject to Auction Approval)

Type of Dealer: Franchised _____ Used _____ Wholesale _____ Retail _____ If Franchised, Make of Car Sold: _____

*Auction and its insurers are authorized to investigate the history of Dealer and any of Dealer's Owner and Officersthrough banks, financial institutions, credit reporting agencies and other sources. YES_NO _____

LIST OF OWNERS AND OFFICERS

Name _____ Title _____ SSN _____

Home Address _____ Phone _____ U.S. Citizen? Yes No Name

_____ Title _____ SSN _____

Home Address _____ Phone _____ U.S. Citizen? Yes No Name

_____ Title _____ SSN _____

Home Address _____ Phone _____ U.S. Citizen? Yes No

CREDIT INFORMATION

Bank _____ Address _____

Name of Official _____ Account # _____ Credit or Floor Plan Limit _____

How Long Doing Business? _____ Finance Company _____

Finance Company Address _____

Name of Official _____ Credit or Floor Plan Limit \$ _____

How Long Doing Business? _____

*If you have done business with either of the above for less than 3 years, give previous financial institution(s) name and address.

Bank _____ Address _____

Finance Company _____ Address _____

The information above is accurate. Dealer agrees to Auction's Rules & Regulations.

/s/ _____ Date _____

Title _____



Registration Application

Dealership Information

Dealership AuctionACCESS ID: _____

Trade or DBA Name: _____

Legal Name (if different): _____ Date Business Started: _____

Federal ID: _____

(US-EIN, MX-RFC, CA-GST/BIN, International-Owners Passport)

RIN (Canadian Province of Ontario only): _____

Check only one Sole Proprietorship General Partnership Limited Partnership

Company Type: Business Corporation Limited Liability Company Unlimited Liability Corporation

Business Types

| Check all that apply | New | Used | Lease | Wholesale | Parts | Salvage | Export | Rental |
|-----------------------|-----|------|-------|-----------|-------|---------|--------|--------|
| Automobile | | | | | | | | |
| Motorcycle | | | | | | | | |
| Moped | | | | | | | | |
| RV | | | | | | | | |
| Mobile Home | | | | | | | | |
| Trailer (Pull Behind) | | | | | | | | |
| Motorcycle (Off Road) | | | | | | | | |
| ATV | | | | | | | | |
| Snowmobile | | | | | | | | |
| Heavy Equipment | | | | | | | | |
| Boat | | | | | | | | |
| Personal Watercraft | | | | | | | | |
| Airplane | | | | | | | | |
| Unknown | | | | | | | | |

Contact Information

Lot Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Mailing Address: _____

City: _____ Colony (if applicable): _____

St/Prov (if applicable): _____ Postal Code: _____ Country: _____

Bus. Phone Number: _____ Bus. Fax Number: _____

Email Address: _____ Website Address: _____

Agreement

Dealership AuctionACCESS ID:

You, the undersigned entity and individuals hereby authorize AuctionACCESS, LLC, its affiliate Auction Insurance Agency("AIA"), and those customers that subscribe to AuctionACCESS's AuctionACCESS system (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions, collectively, "Customers") to provide, obtain, store, use and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AuctionACCESS and other information regarding you and/or your dealings with each, including transaction, bank, credit information, and consumer reports. You acknowledge that AuctionACCESS provides such information to Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses in the automobile auction or dealer industries, but may also include other businesses providing goods or services to such industries.

By signing below, you (1) agree to the terms of this application, any exhibits hereto, and AuctionACCESS's Terms and Conditions as they may be amended from time to time and posted on www.AuctionACCESS.com, (2) warrants that you are solvent, properly registered to do business and licensed as a dealer (if applicable), and that the information provided herein is complete, accurate, and truthful, (3) acknowledges that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, which each retain the discretion to deal with you as they see fit, (4) agrees to be bound by the policies and procedures of each Customer at which you register or transact with your AuctionACCESS credentials, (5) agree that AuctionACCESS, AIA, and each Customer, on their own behalf or on behalf of their respective customers and business partners may contact you for any commercial or advertising purpose using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and/or other contact information provided on this form, or otherwise used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to AuctionACCESS Customers.

You agree that these terms and any other commitments or account forms submitted to AuctionACCESS, its affiliates, and any Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

Legal Name of Entity (Corp/LLC/LLP/ULC/Partnership/Individual)

Trade or DBA Name of Entity

By: _____

Its: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)

Date of Signature
Owners

Owner Name

Owners AA ID

Owner Name

Owners AA ID

References

Auction Name

Phone Number

Franchise Information

Franchise Name

Franchise Number

Franchise Name

Franchise Number

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | | |
|-----------------------|---|---|---|
| Print or type. | See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/> | <p>Requester's name and address (optional)</p> <hr/> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | |
|--|---|--|--|--|---|---|--|--|
| Social security number | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | | | | | - | - | | |
| | | | | | | | | |
| - | - | | | | | | | |
| or | | | | | | | | |
| Employer identification number | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td></td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table> | | | | | | - | | |
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Bank Authorization Letter

To Whom It May Concern:

In order to enable the undersigned company to participate in AuctionACCESS's AuctionACCESS System and thereby enhance its automotive business and ability to utilize bank accounts in connection with the same, you are hereby authorized to do the following:

- ◆ Release financial credit information, including account statements and credit reports, to AuctionACCESS, LLC, its affiliate Auction Insurance Agency, and those customers that subscribe to AuctionACCESS's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions and customers) ("Customers").
- ◆ Include the information contained in the attached Bank Reference Letter regarding the undersigned dealership and its business checking and other accounts as requested by the AuctionACCESS Customer, AuctionACCESS, LLC, and/or Auction Insurance Agency.
- ◆ Share this information with the AuctionACCESS Customers with whom I wish to register.

The information will be used for business purposes in connection with the AuctionACCESS System and/or affiliated programs provided for subscribing Customers. We have agreed that our online or digital signature to this and other forms is binding as if personally signed. Thus, you may rely on any system generated acknowledgment stamp with IP address below.

AuctionACCESS ID: _____

Name: _____

Address: _____

Your prompt attention in answering the Bank Reference Letter will be greatly appreciated.

Sincerely,

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____

Title of Authorized Signer (Owner/Officer/Manager)

Signature of Authorized Signer (Owner/Officer/Manager)



Dealership Authorization of an Individual

Dealership Name: _____ Dealership AuctionACCESS ID: _____

Printed Legal Name of Individual _____ Individual's AuctionACCESS ID _____ Date of Birth _____

Add or Change Roles

By signing or clicking approval below, the dealership referenced above ("you", "your", or "yours") authorizes AuctionACCESS, LLC ("we", "us", or "our") to register the individual listed above ("Individual") to serve as your representative and agent in the following capacity:

The role designated below will be the only role in effect for this Individual for this Dealership, replacing any previous role authorization (check one).

- Representative
- Owner
- Officer/Manager
- Driver

Subject to our acceptance of this authorization, you acknowledge the following: (i) the capacities in which the Individual is authorized as your agent apply at and with us and our subscribing AuctionACCESS customers ("Customers"), including affiliates; (ii) the authorization will be valid until one business day after we receive and process your written notice of termination in the form of a Dealer Removal Letter; and (iii) once processed, the most recent authorization received and accepted by us will replace any prior authorization(s) for the Individual for transactions thereafter.

If you designate the Individual in the capacity of "Representative," "Owner," or "Officer/Manager" in this form, the Individual may buy and sell automobiles for you and execute company checks, drafts, certificates of title, and/or any other instruments or documents on your behalf at or with any Customer. All categories, including "Drivers," may pick up, receive, and/or deliver cars or other property on or for your account.

You guarantee performance of all obligations and payment of all debts incurred or authorized by this Individual on your account with us or any Customer. This guaranty includes but is not limited to payment of losses from dishonored checks or drafts, defective titles, or false or inaccurate Odometer Mileage Statements. You also guarantee that the Individual will honor the AuctionACCESS Terms and Conditions (as they may be amended from time to time and posted on www.AuctionACCESS.com), conduct business with us and our Customers in a fair and ethical manner, honoring all policies and procedures of each and respecting decisions of ours or our Customers with respect to same. You will indemnify and hold harmless Customers, AuctionACCESS, LLC, each's affiliates, and the officers, directors, employees, and agents of each of the foregoing, against any liability, loss, damages (including punitive damages), claim, settlement payment, cost, expense, award, judgment, fee, or other charge, including reasonable attorneys' fees, arising out of or relating to the authorized Individual's actions, as well as any expense incurred in attempting to collect such losses, including attorney fees.

Our Customers are third-party beneficiaries of this authorization agreement. At their election, and in their sole discretion, they may avail themselves of any provision of this agreement. However, this document is a supplement to, and not a replacement or modification of, any agreement you have with those Customers, or any policies and procedures of such Customer. Each customer retains the right to stop doing business with this Individual as it sees fit.

Use of the AuctionACCESS System is open only to licensed dealers and their business associates and is a privilege, not a right. You may authorize and register only those individuals who are bona fide employees or independent contractors for your dealership. Retail buyers or others not affiliated with your business are not eligible to use the System. By signing or clicking approval below, you also certify that the Individual is affiliated with your business and is eligible to use the System. We reserve the right to immediately terminate any authorization obtained for ineligible persons and the right to terminate your AuctionACCESS membership if you authorize a person who is not eligible to use the System, as well as the right to terminate either or both without cause in our sole discretion.

You agree that these terms and any other commitments or account forms submitted to AuctionACCESS, its affiliates, and any other Customers, by you or any authorized Individual, shall have the same force and effect as though personally signed by each of you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Signature

By: _____

Printed Name of Authorized Signer (Owner/Officer/Manager)

Its: _____

Title of Authorized Signer (Owner/Officer/Manager)

Date: _____

Signature of Authorized Signer (Owner/Officer/Manager)



Individual Authorization Letter

Agreement

Date: _____ Individual's AuctionACCESS ID: _____

To Whom It May Concern:

You, the individual referenced below ("Individual" or "you"), wish to register, as of the date listed above, with AuctionACCESS, LLC's AuctionACCESS System. You hereby authorize AuctionACCESS, LLC, its affiliate Auction Insurance Agency, and those of its customers that subscribe to AuctionACCESS's AuctionACCESS System (including Manheim, Inc. and its affiliates, ADESA, Inc. and its affiliates, and all other subscribing auctions) and at which you deal (or otherwise provide any AuctionACCESS number) at any time ("Customers") to provide, obtain, store, use, and share amongst themselves, and externally, as each sees fit, the information contained on this application, on any other forms provided to AuctionACCESS, and other information regarding you and/or your dealings with each, including transaction, bank, and credit information and consumer reports. You understand that AuctionACCESS provides this information to said Customers without verifying the same, on an "as is" basis, expressly disclaiming any express or implied warranties regarding such information. Customers are not limited to businesses engaged in the automobile dealer or auction industries, but may also include other businesses providing goods or services to such industries. By signing below, you (1) agree to the terms of this registration and AuctionACCESS's Terms and Conditions (as they may be amended from time to time) posted on www.AuctionACCESS.com, (2) warrant that you are solvent and the information provided herein is complete, accurate, and truthful, (3) acknowledge that registration in the AuctionACCESS System is no guarantee of purchasing privileges or credit with any Customer, (4) agree to be bound by the policies and procedures of each Customer with whom you deal or attend, (5) agree that AuctionACCESS, LLC, Auction Insurance Agency, and subscribing Customers may contact you, on their own behalf or on behalf of their respective sellers, consignors, or other customers, for any commercial or advertising purpose, using the telephone numbers (whether business, home, or mobile numbers), fax numbers, e-mail addresses, and other contact information provided on this form, or at any other address, telephone number, fax number, or e-mail address used in connection with your business, and (6) agree to disclose AuctionACCESS numbers only to subscribing Customers. You agree that these terms and any other commitments or account forms submitted by you to AuctionACCESS, its affiliates, and any Customers shall have the same force and effect as though personally signed by you and may be enforced as originals, even if they were accepted online, by email, via "click-through" agreement, or in other digital, pdf, or facsimile format.

Date of Birth: _____ Taxpayer ID Number: _____ Please select ID type: US: SSN ITIN Mexico: CURP Other: N/A

Printed Legal Name of Individual _____ Individual Signature _____

Photo Identification

Driver's License State/Province Issued ID Passport Voter Registration Card (Mexico Only)

Photo ID Number: _____ State/Province or Country: _____

Issue Date: _____ Expiration Date: _____

Contact Information

Home Address: _____

City: _____ Colony (if applicable): _____

State/Province (if applicable): _____ Postal Code: _____

Country: _____ Email: _____

Mobile Telephone: _____ Home Telephone: _____

(Dealership Name)

(Vendor #)

(Date)

(ASI Dealer Code)

(Phone Number)

COMMERCIAL BLANKET POWER OF ATTORNEY

Know All Men By These Presents:

That while transacting business with the AKRON AUTO AUCTION INC./VALUE AUTO AUCTION, I hereby appoint the following company representative(s) as my true and lawful attorney in fact for me and in my stead to sign all motor vehicle documents relating to title and registration transactions for said company; including, but not limited to, to make application for or assignment on all Certificates of Title or Duplicate Certificates of Title and to make assignments of Manufacturer's Statement of Origins.

Auction Representatives:

I hereby give to said Attorneys or either of them full power and authority in the premises until this Power of Attorney be revoked by a written instrument of notice in writing. Form remains on file with until withdrawn or a replacement form is provided by the company. A replacement form is the company's sole responsibility and must be resubmitted when changes to this authorization are desired.

(Dealership Name)

By _____
(Officer's Signature)

(Position)

Sworn to before me, a notary public in and for _____ County this _____ day

Of _____ 20 _____

(Notary Signature)

My Commission expires _____

Disclaimer:

The Undersigned ("Dealer") understands that Akron Auto Auction, Inc. dba Value Auto Auction ("AAA/VAA") is NOT responsible for any personal injury and should practice safety while on the premises of AAA/VAA and further that AAA/VAA is not responsible for any personal injury or loss or damage to the Dealer's personal property, including, but not limited to Dealer's vehicles, that was caused directly or indirectly from foul, inclement weather conditions, acts of nature, failure of heat, accidents related to fire, heaters, failure to remove snow around access areas, or any unforeseeable circumstances. Under no circumstances will Dealer or Dealer's agent or employees hold AAA/VAA responsible for any damages or claims of any kind to Dealer's property, except for intentional acts of harm. Lastly, Dealer assumes the risk and any loss, injury or damage that is caused by the use of any test track or driving of a vehicle on the premises of AAA/VAA.

Verification and Acknowledgment

Have received, understand, and acknowledge the Rules and Regulations of AAA/VAA. I also understand that there will be no exceptions to these rules and regulations unless stated in writing by an authorized representative of AAA/VAA. Under no circumstances is a verbal permission ever granted to not follow these rules or regulations.

The Undersigned represents warrants and certifies that the information the Undersigned provided in completing the updated Dealership Application Packet is accurate and that the Undersigned has the authority as the owner of the Dealership to complete the form on behalf of the Dealer. The Undersigned further represents warrants and certifies that it is in compliance with AAA/VAA's dealer requirements.

NOTE: By signing this form you will be legally responsible for any false or misleading information contained in the Dealership Application Packet provided to AAA/VAA.

Print Name of Dealer/Company _____

Signature _____ Date _____

UNCONDITIONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of allowing _____ (herein after "Dealer") to buy and sell motor vehicles through the auction, receive credit and any other services given or to be given to Dealer by Akron Auto Auction, Inc. DBA Value Auto Auction (hereinafter "AAA"), the undersigned hereby jointly and severally guaranty the full and prompt payment, when due, whether by acceleration or otherwise, together with interest and all costs, expenses, and attorney fees, and any and all obligations of the Dealer to AAA (hereinafter collectively referred to as the "Liabilities").

The undersigned, whether one or more, personally covenant and guarantee and warrant that the title to each motor vehicle sold by the Dealer through the auction at AAA will be good and free and clear of all liens and any encumbrances. The undersigned further agree to reimburse AAA for any loss, damage, expenses, or costs, including, but not limited to, attorney fees from the breach of the foregoing warranty of title.

The undersigned each hereby waive any and all presentment, demand, protest and notice of dishonor, nonpayment or other default with respect to any of the Liabilities, including but not limited to the foregoing breach of warranty of title. The undersigned each hereby grants to AAA full power to deal in any manner with the Liabilities, including, but without limiting the generality of the foregoing, the following powers: (a) to modify or otherwise change any terms of all or any part of the Liabilities or the rate of interest thereon, to grant any extension or renewal thereof, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto; and (b) to enter into any agreement of forbearance with respect to all or any part of the Liabilities or with respect to all or any part of the collateral related thereto and to change the term of any such agreement. The obligations of the undersigned hereunder shall not be released, discharged or in any way affected, nor shall the undersigned have any rights or recourse against AAA by reason of any action AAA may take or omit to take under foregoing powers.

If a claim is made upon AAA at any time for repayment or recovery of any amount(s) or other value received by AAA, from any source, in payment of or on account of any of the Liabilities of the Dealer guaranteed hereunder and AAA repays or otherwise becomes liable for all or any part of such claim by reason of: (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or (b) any settlement or compromise of any such claim, the undersigned shall remain jointly and severally liable to AAA hereunder for the amount so repaid or for which AAA is otherwise liable to the same extent as if such amount(s) had never been received by AAA, notwithstanding any termination hereof or the cancellation of any note, instrument, or other agreement evidencing any of the Liabilities.

In case the Dealer shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, according to the terms thereof, the undersigned will immediately pay the amount due and unpaid by the dealer in like manner as if such amount constituted the direct and primary obligation of the undersigned. AAA shall not be required, prior to any such payment by or demand on the undersigned, to make any demand upon or pursue or exhaust any of its rights or remedies against the Dealer or others with respect to the payment of any of the Liabilities.

Notwithstanding anything to the contrary in this guaranty, the undersigned each hereby irrevocably waive(s) all rights he/she may have at law or in equity (including, without limitation, any law subrogating the undersigned to the rights of AAA) to seek contribution, indemnification, or any other form of reimbursement

from the Dealer, any other guarantor, or any other person hereafter primarily or secondarily liable for any obligations of the Dealer to AAA, for any disbursement made by the undersigned under or in connection with this guaranty or otherwise. The undersigned furthermore waive: (a) waives demand and presentment for payment, protest, notice of protest and notice of nonpayment or dishonor of the Note: (b) all defenses based on suretyship or impairment of collateral; and (c) any defenses which the Dealer may assert on the Liabilities including but not limited to failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury.

The undersigned hereby warrants to AAA that the undersigned has by independent means made himself/herself fully aware of Dealer's financial condition. The undersigned agrees to pay all costs, expenses and attorney's fees incurred by AAA in the enforcement of this guaranty.

Whenever possible each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable Ohio law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provide shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

This guaranty shall be governed by the substantive laws of the State of Ohio without resort to the principles of conflicts of laws. By execution of this guaranty, the undersigned submits to the personal jurisdiction of the courts of the State of Ohio and to venue in the Courts of Summit County, Ohio. Any action initiated by the undersigned against AAA relating to this guaranty shall be filed and conducted in said courts. AAA may bring suit against the undersigned under or related to this guaranty in any court of competent jurisdiction.

The undersigned authorizes any attorney at law to appear in any court of record in the State of Ohio, or in any other State in the United States, after the above obligation becomes due and waive the issuing and service of process due, and confess a judgment against Dealer and the undersigned or any one or more of them in favor of the holder hereof, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution. The attorney at law authorized hereby to appear for the undersigned may be an attorney at law representing AAA, and the undersigned expressly waives any conflict of interest that may exist by virtue of such representation. The undersigned also agrees that the attorney acting for the undersigned as set forth in this section may be compensated by AAA for such services.

All rights, powers, privileges, and immunities of AAA hereunder shall inure to the benefit of the successors and assigns of AAA, and shall be binding upon each of the undersigned, his/her personal representatives, heirs, and assigns.

THIS AGREEMENT IS EXECUTED IN THE COUNTY OF _____ STATE OF OHIO.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU OR YOUR EMPLOYER REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Witness the hand and seal of the undersigned the day and year first above written.

(Signature of Guarantor)

(Signature of Guarantor)

(Printed Name)

(Printed Name)

STATE OF _____

SS

COUNTY OF _____

Before me the undersigned, a Notary Public in and for the said County and State, personally appeared the above-referred individual(s) who acknowledged the execution of the foregoing Unconditional Guaranty this day of _____

(Notary Public Signature)

My Commission Expires: _____