

Brasher's AUCTION GROUP

SALT LAKE - SACRAMENTO - NORTHWEST
CASCADE - RENO

Salt Lake - Ph. 800.426.4817 - Fax 801.322.1315
Sacramento - Ph. 800.288.6882 - Fax 916.991.5445
Northwest - Ph. 800.905.3901 - Fax 541.689.6049
Cascade - Ph. 800.300.3200 - Fax 503.492.0115
Reno - Ph. 775.828.2437 - Fax 775.828.2438

GUARANTY, AGREEMENT & AUTHORIZATION

In consideration of Brasher's Auction Group[†] allowing _____ ("Dealer") to

 Legal Name of Dealership

buy and sell motor vehicles through Brasher's Auction Group, the undersigned, whether one or more, personally represent, warrant, and unconditionally guarantee that the title to each vehicle sold by Dealer through Brasher's Auction Group will be good and will be free and clear of all liens and encumbrances whatsoever. The undersigned unconditionally agrees to indemnify, hold harmless, and reimburse Brasher's Auction Group for any loss, damage, expense, and costs, including attorney's fees, incurred by Brasher's Auction Group by any breach whatsoever of the foregoing warranty of title as to any such motor vehicle. The undersigned further guarantees full payment of any debts of Dealer to Brasher's Auction Group, including any drafts issued by Dealer or any of Dealer's agents, together with any loss or expense incurred by Brasher's Auction Group in collecting or attempting to collect such debt, including attorney's fees. The undersigned acknowledges and agrees that Brasher's Auction Group 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, non-terminable, irrevocable 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 agreement. Dealer authorizes Brasher's Auction Group to file a UCC-1 financing statement[‡] and any and all other filings necessary to perfect Brasher's Auction Group's security interests with Dealer.

By signing below, Dealer further represents and warrants that the above information in this dealership registration form, is true and accurate and that all copies of bond(s), license(s), and any other information heretofore provided and that may be provided in the future to Brasher's Auction Group by Dealer or any of its authorized agents or representatives is and will be true and accurate. In the event any such information is false or inaccurate, Brasher's Auction Group, individually or collectively, and within their sole discretion, may terminate any and all agreements with Dealer. In the event there is any transfer, assignment, or change in the individuals and/or entities having an ownership interest in Dealer, Dealer agrees to immediately notify Brasher's Auction Group in writing of such changes. The undersigned further acknowledges and agrees that any and all information submitted by Dealer to any one affiliate of Brasher's Auction Group may be freely shared with any one or more of the other affiliates of Brasher's Auction Group. Dealer authorizes Brasher's Auction Group to send Dealer promotional information from time to time via but not limited to facsimile, e-mail, direct mail, and telephone. The undersigned understands and agrees that the liability of Dealer to the terms and conditions set forth herein, shall inure to the benefit of each and every affiliate of Brasher's Auction Group with whom Dealer transacts any business hereunder, but that the liability of Brasher's Auction Group to Dealer shall be specifically restricted and limited to the individual affiliate of Brasher's Auction Group involved in each transaction. Dealer certifies that Dealer holds valid seller's permit, as listed above, issued pursuant to the sales and tax law of the state where Dealer transacts business. Dealer certifies to be engaged in the business of selling vehicles (whether motorized, RV, trailers, motorcycles, watercraft, and/or other goods of similar kind) and that the tangible personal property described herein which Dealer shall purchase at Brasher's Auctions will be resold by Dealer in the form of tangible personal property; provided however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that Dealer is required by state sales and use tax laws to report and pay tax, measured by the purchase price of such property or other authorized amount. This instrument shall bind the respective heirs, executors, administrators and assigns of the undersigned, and shall inure to the benefit of Brasher's Auction Group, its successors, assigns and subrogees. Where there is more than one signatory to this agreement each signatory shall be jointly and severally liable under this agreement.

Name: _____ For: _____
 Printed Legal name of dealership
 Signature: _____ By: _____
 Personally Authorized Signature
 Dated this _____ day of _____, 20____ Its: _____
 Title of Authorized Signer

[†]As used herein, as well as in any other documents pertaining to Dealer's transactions with Brasher's Auction Group, the term "Brasher's Auction Group" shall be defined as Brasher's Auto Auctions, a Utah Corporation d/b/a Brasher's Salt Lake Auto Auction, Brasher's Sacramento Auto Auction, Inc., a California Corporation, Brasher's Northwest Auto Auction, Inc., an Oregon Corporation, Brasher's Cascade Auto Auction, Inc., an Oregon Corporation, Brasher's Reno Auto Auction, LLC, a Utah Limited Liability Company, and any other affiliate now in existence or later acquired.

[‡]Any UCC-1 financing statement filed by Brasher's Auction Group shall have the following, or substantially similar, description of collateral: All vehicle inventory, parts and accessories inventory, equipment, fixtures, accounts, holdback reserves, manufacturer rebates and incentive payments, accounts, payment intangibles, instruments, securities and security accounts, and general intangibles of the Debtor now owned and hereafter acquired, wherever located; all accessions to, substitutions for and all replacements of any of the foregoing; all chattel paper, documents, instruments, monies, residues and property of any kind related to any of the foregoing; all books and records of Debtor related to any of the foregoing, including without limitation, computer programs, print-outs, and other computer hardware and software materials and records pertaining to any of the foregoing; together with all proceeds and products of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing ("Collateral").