

CUSTOMER TO RECEIVE COPY OF THIS PAGE.

- I. Everything stated in the application is true, correct and complete. Buyer & Guarantor understand that Seller will retain this application and credit agreement whether or not it is approved. Seller is authorized to check Business Principal's credit history and to answer questions about or otherwise share Seller's credit experience with Buyer with bonafide inquiries for credit purposes. Buyer agrees that its account may be debited electronically, for the face amount of a returned check and for the returned check fee if returned unpaid.
- II. Guarantors herein personally and unconditionally guarantee payment of all obligations now or hereafter owing by Buyer to Seller under this Agreement. Seller may proceed against the Guarantor without proceeding against Buyer or any collateral or pursuing any other remedy in Seller's power and may modify its agreement with Buyer, without notice, presentment or demand to or consent of the Guarantor. The Guarantor also waives the right to any defense based on the disability or other defense of Buyer or by reason of the cessation from any cause of the liability of Buyer other than full payment and, to the fullest extent permitted by law, the benefit of any statute of limitations. This is a continuing guarantee applicable with regard to all indebtedness incurred by Buyer prior to Seller's receipt of written notice from the Guarantors terminating the applicability of this Personal Guaranty solely as to obligations incurred after such notice. The undersigned consents to seller obtaining a consumer credit report on me/us for the purpose of evaluating the credit worthiness of me/us, in connection with this application for business credit.
- III. Buyer agrees to pay all costs of collections, and/or all costs of taking back the goods, of selling them, and all costs of any other efforts to collect what is owed to the Seller. Buyer agrees to pay any deficiency remaining after sale of the goods by Seller. Buyer also agrees to pay all attorney fees and costs whether or not there is a lawsuit, and Buyer agrees to pay attorney's fees and court costs both at trial and on appeal. All such sums are secured by this Agreement.
- IV. All Seller's remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy. A waiver of default by Seller must be in writing to be effective.
- V. Except as expressly set forth in writing and signed by Seller, Seller provides no warranties, express or implied, whether of fitness or merchantability, for any goods or services and the express warranties provided shall be in lieu of any other such warranties, in no event shall Seller be liable for incidental, consequential, special or other damages of any nature, even if Seller has been advised of the possibility of such damage.
- VI. FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18% or the maximum interest allowed by law, whichever is less to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.
- VII. By sending your check, please be aware that you are authorizing Lithia Motors Payment Processing to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Payment Processing Department at (800) 918-4508 to learn about other payment options should you prefer to not have your payment handled in this manner.
- VIII. Seller shall have no liability to Buyer or Guarantor for Seller's failure to grant buyer credit. In no event shall Seller be liable to Buyer for consequential or punitive damages.

When contacting us please be prepared to provide the company number and customer number located on your monthly statement.

Lithia Motors, Payment Processing, P.O. BOX 1647, Medford OR 97501, Phone #: [800] 918-4508