



N O R T H W E S T S E A T T L E

ADDENDUM TO DEALER AGREEMENT

This Addendum to Dealer Agreement is entered into as of this _____ day of _____, _____, for the benefit of GB Auctions, Inc. (hereinafter referred to as "DAA"), by

(hereinafter referred to as "Dealer").

RECITALS

- A. DAA operates one or more wholesale motor vehicle auctions in Spokane, Washington and Auburn, Washington (the "Auction Facility"), at which, from time to time, it offers for sale consigned automobiles, trucks, recreational vehicles, motorcycles, boats, four and three wheel off-road vehicles, snow mobiles, and other motorized vehicles (hereinafter the "Vehicles").
- B. From time to time, Dealer has or may sell or purchase Vehicles at the Auction Facility. It's right to do so is subject to its execution of an application and dealer agreement, as well as its compliance with the Rules and Policies of DAA (hereinafter collectively referred to as the "Dealer Agreement").
- C. As a condition of Dealer's continued access to the Auction Facility, DAA wishes to assure itself that Dealer has all licenses and permits required to permit it to purchase Vehicles and thereafter sell such Vehicles to wholesale and retail customers in the ordinary course of Dealer's business.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dealer agrees as follows:

- 1. **Dealer Has All Required Licenses.** Dealer represents and warrants to DAA that it now has and will have, when it consigns or purchases Vehicles at the Auction Facility, all licenses required by any governmental authority having jurisdiction over Dealer to conduct its business, including, without limitation, all licenses required to subsequently re-sell the Vehicles so purchased at wholesale or retail in the ordinary course of its business (the "Licenses"). Dealer further represents and warrants to DAA that it has provided and will at all times, provide DAA with true and correct copies of its Licenses, and each of them.
- 2. **Indemnity.** Dealer hereby agrees to defend, indemnify and hold DAA harmless from and against any and all claims, damages and causes of action whatsoever, whether arising at law, in equity, or under statute, that arise out of, or are in way related to, directly or indirectly, Dealer's warranty set forth in Section 1 of this Addendum.
- 3. **No Implied Modification.** Except for the express modifications to the Dealer Agreement as set forth herein, the Dealer Agreement shall not be considered as modified, released or affected and shall remain in full force and effect.

This Addendum has been executed and delivered to DAA as of the date first set forth above.

Legal Name of Dealership

Signature/Title of Authorized Representative

Print Name