

Crain Commitment Addendum to Retail Purchaser Order

This addendum is made a part of the Retail Purchase Order between Dealer and Purchaser(s) and, if applicable, Co-Purchaser(s), (Collectively "Purchaser(s)");

Date: _____ Vehicle: _____ VIN: _____ Stock #: _____

Purchaser:

Co-Purchaser:

Dealer:

100 Percent Price Guarantee Policy

Dealer understands Purchaser(s) desires to receive the best possible price when buying a new or used vehicle. That's why Dealer promises to beat any competitor's advertisement on an exact like and kind vehicle by \$100 or more or pay you \$100 if you buy the competitor's vehicle. This Policy governs the terms and conditions of Crain Automotive Team Dealer's ("Dealer") 100 Percent Price Guarantee Policy ("Guarantee Policy").

A. Timing of Guarantee: All guarantees by Dealer are made prior to delivery of vehicle by Dealer. No post sale adjustments will be made. Customer must present advertising to a representative of Dealer prior to negotiation on vehicle. Once a Retail Purchase Order has been accepted by Purchaser(s), no price adjustment or renegotiation will be made.

B. Requirements for Dealer to beat Competitive Advertising: All of the following conditions must exist in order for Dealer to honor the Guarantee Policy:

- Written proof of the advertisement must be presented prior to sale.
- Competitor's vehicle must be the same year, make, model, trim level, exact option list, mileage range (within 1,000 miles +/-), previous history and condition as the in stock Dealer vehicle being considered by Purchaser(s).
- No Guarantee Policy can be applied if Crain does not have a vehicle in stock which matches exactly the vehicle in Competitor's advertisement.
- On new vehicles, the MSRP of the Competitor's advertisement must be exactly the same as the Crain in stock vehicle. MSRP differences due to price changes or other reasons render the Dealer's in stock vehicle as not matching the competitor's vehicle. In the event the Crain vehicle has dealer installed options, the retail price of the dealer installed options will be added to the competitor's advertised price to determine the Selling Price of the vehicle on the Retail Purchase Order.
- On new vehicles, Purchaser(s) must qualify for all factory incentives, rebates or private offers contained in competitor's advertisement. Dealer's in stock vehicle must also qualify for all incentives included in the competitor's advertisement, including but not limited to dealer cash incentives, dealer aged inventory incentives and customer rebates. Dealer is only obligated to beat the competitor's actual selling price on a qualified matching vehicle. Dealer cannot guarantee that Purchaser(s) will qualify for any rebates or incentives advertised by competitor. Unless requested otherwise by Purchaser(s), Dealer will apply all rebates and incentives for which Purchaser(s) qualifies to final cash due amount of purchased vehicle as found on the Retail Purchase Order.
- All details and terms in Dealer's transaction with Purchaser(s) must mirror exactly the details and terms that are offered by competitor. Accordingly, any Dealer specific value added items (i.e. the Crain Commitment 100 year / 100,000 Powertrain Limited Warranty or the Crain Love it or Leave it exchange Policy), shall be excluded from the transaction unless the competitor's advertisement specifically includes similar terms.

C. Delivery Defined: Delivery shall be the earlier of (a) the actual time and mileage at which the Retail Purchase Order transferring the vehicle to Purchaser(s) is executed or (b) the actual time and mileage Purchaser(s) takes possession of the vehicle and leaves the Dealer premises.

D. Effect of no matching vehicle in Dealer's inventory: In the event Dealer does not have in its inventory of vehicles a qualifying matching vehicle, this Price Guarantee is of no effect.

E. Dealer's option to allow prospective Purchaser(s) to purchase competitor's vehicle: In Dealer's sole discretion, when competitor's advertising appears to contain a mistake, loss leader offer, predatory pricing, bait and switch or unfair trade practice, Dealer may elect, in its sole discretion, to allow customer to purchase vehicle from competitor and pay \$100 to customer. In order for the customer to collect the \$100, customer must:

- Request Dealer give written notice that Dealer will not beat the advertised price.
- Purchase the competitor's advertised vehicle on the exact terms and conditions offered in the advertisement.
- Send the following information:
 - Copy of Dealer's written refusal to beat advertisement.
 - Copy of competitor's Bill of Sale and Retail Purchase Order (or equivalent) indicating vehicle was purchased by customer at the advertised price.
 - Copy of competitor's advertisement.
 - Copy of Vehicle Registration from State Department of Finance.

d. All of the above should be mailed to "Crain 100% Price Guarantee, P.O. Box 6070, Sherwood, Arkansas 72124." Within 10 business days of receipt by Dealer, Dealer will mail customer a check for \$100.

F. A \$129 Service and Handling Fee is charged to Purchaser(s) which is not a part of the Vehicle Selling Price.

G. Qualification for credit transaction, cash due from Purchaser(s): It is understood that the Cash Due from Purchaser(s) on the Retail Purchase Order is to be paid by Purchaser(s) at the time of delivery.

It is the sole responsibility of Purchaser(s) to provide Cash or Cash equivalents, acceptable to Dealer in Dealer's sole discretion. It is expressly understood that Purchaser(s)'s inability or failure to provide Cash or other instrument(s) acceptable to Dealer will render the Guarantee Policy of no effect. Dealer will make all reasonable efforts to obtain financing for Purchaser(s) on terms available from finance sources utilized by Dealer, however, Dealer cannot assure financing. It is further understood, in the event Dealer does arrange financing for Purchaser(s), Dealer may participate in a portion of the finance charges included in the finance contract.

100 Hour "Love It or Leave It" Limited Exchange Policy

This Limited Exchange Policy ("Policy") is issued to the Purchaser(s) of every new or used vehicle sold by a Crain Dealer ("Dealer") on or after September 12, 2007. This Policy governs the terms and conditions wherein an exchange of a vehicle purchased by Purchaser(s) will be exchanged for a Replacement Vehicle. We realize that every car isn't perfect for every person and people don't always make the right decision the first time. Purchaser(s) may return the purchased vehicle in exchange for a Replacement Vehicle for any reason, subject to the terms as follow:

A. Exchange Period: Customer must present the originally purchased vehicle ("Original Vehicle") to be returned for exchange for a Replacement Vehicle ("Replacement Vehicle") to Dealer during normal business hours within the first 100 hours or 100 miles, whichever occurs first, from time and mileage of purchase. Once the Original Vehicle has been exchanged for a Replacement Vehicle, no further or subsequent exchanges will be made.

B. Condition of Vehicle at time of Exchange: The Original Vehicle must be in the exact condition as delivered to the customer. Vehicles with equipment or accessories added by Dealer, Purchaser(s) or third parties after Delivery, or in the case of equipment or accessories added to the vehicle as a part of the original transaction installed as ordered by Purchaser(s) from Dealer, are not eligible for exchange. Vehicles which were ordered specifically from the Manufacturer or from another dealer (dealer trade) are not eligible for exchange.

C. Delivery Defined: Delivery shall be the earlier of (a) the actual time and mileage at which the Retail Purchase Order transferring the vehicle to Purchaser(s) is executed or (b) the actual time and mileage Purchaser(s) takes possession of the vehicle and leaves the Dealer premises.

D. Effect of Exchange, Replacement Transaction: In the event Purchaser(s) elects to exchange Original Vehicle for a Replacement Vehicle, customer may select any vehicle on the lot which is of equal or greater retail value from Dealer. The transaction for the Original Vehicle shall be rescinded and a new transaction for the Replacement Vehicle shall be executed. No rescission of the transaction for the Original Vehicle shall be effective unless a Replacement Vehicle transaction is fully consummated and all appropriate documents executed. The value of the trade in vehicle or vehicles, if any, shall remain the same in the Replacement Vehicle transaction as the Original Vehicle transaction. Any down payment amounts applied to the Original Vehicle transaction must be applied to the Replacement Vehicle transaction.

E. Calculation of Selling Price of Replacement Vehicle:

- New Vehicles: The Selling Price of the Replacement Vehicle shall be the Dealer Equipped Retail Price of the Replacement Vehicle, without regard to the discount or selling price of the Original Vehicle. Dealer Equipped Retail Price is the MSRP plus the dealer's retail price of any dealer installed equipment or accessories. Only those consumer rebates eligible for the Replacement Vehicle at time of delivery of the Replacement Vehicle shall be applied as a reduction to the selling price of the Replacement Vehicle. In the event the Original Vehicle is a new vehicle, only a new vehicle may be used as the Replacement Vehicle.
- Used Vehicles: The Selling Price of the Replacement Vehicle shall be the Dealer Equipped Retail Price of the vehicle. If the Original Vehicle is a used vehicle, Purchaser(s) may elect to exchange for a new or used vehicle.

F. Qualification for credit transaction, additional cash due from Purchaser(s): It is understood that the Cash Due from Purchaser(s) on the Retail Purchase Order of the Replacement Vehicle is to be paid by Purchaser(s) at the time of delivery of Replacement Vehicle. It is the sole responsibility of Purchaser(s) to provide Cash or Cash equivalents, acceptable to Dealer in Dealer's sole discretion. It is expressly understood that Purchaser(s)'s inability or failure to provide Cash or other instrument(s) acceptable to Dealer will render the Retail Purchase Order of the Replacement Vehicle void. In such case, the Original Vehicle transaction shall not be rescinded but shall remain in full effect. Dealer will make all reasonable efforts to obtain financing for Purchaser(s) on terms similar to Original Vehicle transaction, however, Dealer cannot assure financing on Replacement Vehicle regardless of financing that may have been arranged in Original Vehicle transaction. Financing terms available from Lender on Replacement Vehicle, if any, may have different term, interest rate, down payment requirement or other stipulations that may differ dramatically from the Original Vehicle Transaction.

100 Year / 100,000 Mile Powertrain Limited Warranty

This Limited Warranty ("Powertrain Limited Warranty") is mechanical breakdown coverage. If any of the parts identified below (the "Covered Parts") breakdown, then for a period of 100 Years from the date the Vehicle was purchased from a Crain Dealer ("Dealer") or 100,000 miles on the odometer, whichever occurs first (the "Warranty Period"), Dealer will at no charge repair or replace any such part(s). Dealer, may, however, at its sole discretion, elect to accept return of the Vehicle and provide Customer with a refund or in the alternative replace the vehicle with a like kind or better used vehicle. Mechanical breakdown coverage applies to the Covered Parts listed herein plus related labor, but certain exclusions apply (see Exclusions From Coverage section below). Coverage begins at the later of (a) the expiration of the Manufacturer's Basic Warranty or Powertrain Warranty or (b) the expiration of any Extended Service Contract or other Mechanical Breakdown protection covering the Vehicle Purchased. Powertrain Limited Warranty is available only on new and used vehicles purchased from Dealer on or after September 12, 2007.

Customer must notify Dealer of the failure of a Covered Part within the Warranty Period. Repairs will be made with parts of like kind and quality. It is expressly understood that replacement parts and/or components need not be new, but may be used or rebuilt, which will be guaranteed serviceable. A "breakdown" or "mechanical breakdown" means the failure of any original or like replacement part covered by this Limited Warranty to work as it was designed to work in normal service. However, reduced operation or reduced performance due to normal wear and tear shall not be considered a breakdown within the meaning of this Limited Warranty. This Limited Warranty does not constitute a written affirmation of fact or promise by Dealer that the material or workmanship of the vehicle, or any parts thereof, are free of any defects or will meet a specified level of performance over a specified period of time.

This is the only express warranty made by Dealer. ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WRITTEN LIMITED WARRANTY. No other warranty of any kind is made unless expressly provided herein. To the extent allowed by applicable law, Dealer shall not be liable for any damages relating to loss of use of the products, loss of time, inconvenience or commercial loss, or any other incidental or consequential damages. All warranties are extended only to the original customer. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSIONS OR LIMITATIONS ON RELIEF SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Prior written or oral statements, negotiations, communications or representations regarding warranties have been merged into or superseded by this warranty writing, and if not included in this warranty writing, they shall not be binding. This is the total agreement about any and all warranties relating to the product warranted hereunder. This Powertrain Limited Warranty is a part of the Retail Purchase Order.

A. Who is Covered? You are covered by the Powertrain Limited Warranty if you are the original Purchaser(s) of the vehicle from Dealer on or after 9/12/2007. Subsequent owners, even if they are within the same family, are not covered. Business entities and individuals who utilize the vehicle in the conduct of commerce are not covered. Persons to whom the vehicle is transferred by the operation of law are not covered.

B. What's Covered? The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section E below that is defective in workmanship and materials. The coverage does not cover repairs made by persons or entities other than the Dealer or its designated sister entities (i.e. other Crain Dealers or Service Centers).

C. When it Begins. The Powertrain Limited Warranty begins at the end of the Manufacturer's Basic Warranty or Powertrain Warranty or the expiration of any extended service contract which may cover repairs of the Purchased Vehicle. No coverages will be extended under this Powertrain Limited Warranty for a specific Covered Part unless all other Warranties and Extended Service Contracts which may provide repairs to Covered Part are not in effect.

D. Excluded Vehicles - Vehicles utilized in Commercial activities, whether full or part time use, vehicles utilized as Recreational vehicles, vehicles utilized for towing or hauling in excess of 4,000 pounds, rental vehicles as well as government vehicles are not covered. Vehicles used as police vehicles, taxi, limousine, postal delivery vehicle, or ambulance or not covered. Vehicles to which engine, suspension or drivetrain modifications or alterations have been made after purchase of vehicle from Dealer are excluded once modified or altered. Vehicles for which the original Manufacturer's Basic Warranty or Powertrain Warranty were voided or would otherwise be voided for any reason, including but not limited to flood, fire or collision damage, are not covered. Vehicles which have a damaged, flood or salvage title or similar designations are not covered.

E. Parts Covered - The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain:

Gasoline or Diesel Engine: cylinder block and all internal parts; cylinder head assemblies; timing case, chain and/or belt are covered if all required maintenance, including replacement of timing belt and/or chain at intervals recommended by the vehicles manufacturer, has been conducted in an adequate and timely manner; vibration damper; oil pump; intake and exhaust manifolds; flywheel and starter ring gear; core plugs; valve covers; oil pan; serpentine belt tensioner; seals and gaskets for listed components only when necessary to repair the affected component.

Transmission: As equipped, transmission or transaxle case and all internal parts; torque converter; drive/flex plate; transmission range switch; transmission control module; bell housing; oil pan; constant velocity joints; differential cover; transaxle speed and solenoid sensor; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for the listed components only when necessary to repair the affected component.

Rear Wheel Drive: rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for the listed components only when necessary to repair the affected component. Four wheel Drive and All Wheel drive components are specifically excluded from Powertrain Limited Warranty.

Gaskets failures excluded from warranty. Fluid, oil and water leaks of any kind, including leaks caused by seal and gasket failure, as well of failure of covered parts and components as a result of gasket or seal failure are not covered. Vehicle Purchaser(s) is responsible for the cost of repairing leaks to covered components. Failure of Purchaser(s) to have leaks repaired in a timely manner voids the coverage of this warranty. Any failure which is caused by improper or lack of lubrication is specifically excluded from the Powertrain Limited Warranty.

F. When Powertrain Limited Warranty Does Not Apply: You are not covered if you did not purchase the vehicle from the Dealer or if other exclusions contained herein apply.

G. Exclusions: This Limited Warranty does not cover or apply to: 1. Damage or breakdown caused by collision, fire, theft, vandalism, riot, explosion, or natural disaster. 2. Damage or breakdown due to vehicle/component abuse, misuse, or alteration. 3. Breakdown of aftermarket accessories or non-original equipment, components and systems not installed by the manufacturer. 4. Reduced operation/performance due to normal wear and tear of Covered Parts, including, but not limited to, valve grind(s) and/or piston ring replacement(s) designed to improve engine compression or reduce oil consumption. 5. Preventative maintenance services or parts replacement as suggested by the manufacturer in its maintenance schedule. Dealer will not repair or replace any part or item, whether or not it is a Covered Part, unless it is required in conjunction with the repair or replacement of a Covered Part being serviced under this Powertrain Limited Warranty. In the event a manufacturer's warranty or an extended service plan applies to a Covered Part, coverage under the warranty or plan shall be exhausted prior to being covered by this Powertrain Limited Warranty.

H. Required Inspections: In order to maintain the Powertrain Limited Warranty in effect, the Purchaser(s) must (a) have a powertrain inspection performed by a ASE certified technician, in accordance with the inspection items listed in Powertrain Limited Warranty Inspection Form found on the reverse side, every 5,000 miles of use or every six months, whichever occurs first and (b) follow all scheduled maintenance recommendations of Manufacturer for the covered vehicle. Inspections shall be performed without charge to the Purchaser(s) by any Crain Automotive Dealership. Inspections which are conducted by ASE certified technicians other than a Crain Automotive Team Dealership, must (a) be made in accordance with the inspection form contained on the reverse of this form and (b) be mailed to Crain Powertrain Limited Warranty Administrator, P.O. Box 6070, Sherwood, AR 72124, within 30 days of completion of inspection. Failure to have required inspections conducted or failure to mail copies of such inspections to Dealer in a timely manner void the Powertrain Limited Warranty.

I. Required Record Keeping: In order to make a claim for a Covered Part you must retain and provide copies of any scheduled maintenance required by the manufacturer of the vehicle or inspection required under section "H." herein.

J. Claim Procedure: In the event of a mechanical breakdown of a part or component Covered in the Powertrain Limited Warranty, Customer must follow these instructions:

A. Repair or replacement of Covered Parts must be performed at a Crain Dealership. Contact the Crain Dealership nearest you. B. Noncompliance with all the requirements contained herein will invalidate your ability to submit a claim for repair or replacement or to obtain any other remedy under this Warranty. C. Dealer reserves the right to inspect any vehicle prior to authorization.

K. Miscellaneous: In the event Dealer elects to accept return of the vehicle, Customer will receive a refund of the purchase price paid less a Use Fee of \$10 per day and other costs described in the Retail Purchase Order, and the cost of repairing the vehicle for any damage or other injury unrelated to the breakdown of a Covered Part covered by this Limited Warranty. In the event Dealer elects to accept return of the vehicle, if a vehicle was sold to Dealer as a trade-in in connection with Customer's purchase of the vehicle, Customer agrees to receive the value of the trade-in equity in cash or a cash equivalent, except as prohibited by applicable law.

L. Notice of Limitations and Acceptance of Coverage: Purchaser(s) agrees as follows: **I UNDERSTAND THAT THIS LIMITED POWERTRAIN WARRANTY IS ONLY IN EFFECT IF I HAVE ACCEPTED THIS COVERAGE BY SIGNING BELOW. I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND UNDERSTAND THAT THE COVERAGE PROVIDED HEREIN IS LIMITED TO THE COVERED PARTS AND MAY HAVE EXCLUSIONS. I AGREE IF I TAKE ACTIONS TO MODIFY, ALTER OR UTILIZE VEHICLE IN WAYS EXCLUDED HEREIN MY COVERAGE WILL BE VOID. I ALSO UNDERSTAND AND ACKNOWLEDGE THAT I MAY HAVE ADDITIONAL EXTENDED SERVICE CONTRACT OPTIONS WHICH COULD EXPAND AND OR EXTEND THE COVERAGES ON THE VEHICLE, WHICH, IF ANY, HAVE BEEN PRESENTED TO ME.**

Purchaser(s) Signature _____, Co-Purchaser(s) Signature _____