

Auction Disclosure and Agreement  
Version 2  
October 12, 2001

1. All sales, deliveries, investigations, examinations, and inspections will occur in Colorado Springs, El Paso County, Colorado.
2. All understanding and agreements previously had between the parties are merged in this Agreement, which alone fully and completely expresses this Agreement.
3. Ent Federal warrants that the title to the above described motor vehicle(s) is free and clear of all liens and encumbrances and that the Manager of Delinquency has the full right, power and authority to execute this Agreement on behalf of Ent Federal.
4. No other warranties are made. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Ent Federal Credit Union's LIABILITY HEREUNDER IS LIMITED TO THE COST OF REPAIRS AND, UNDER NO CIRCUMSTANCES, SHALL Ent Federal BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

In making and execution of this Agreement, the Purchaser has not relied upon or been induced by any statements or representations, other than those expressly set forth in this Agreement, of any person in respect of the title to or the physical condition of the motor vehicle(s) or any other matter affecting the motor vehicle(s) that might be pertinent in considering the purchase of the motor vehicle or the execution of this Agreement. The Purchaser acknowledges that no such representations not embodied in this Agreement have been made. The Purchaser has, on the contrary, relied solely on the representations expressly made in this Agreement and on such investigations, examinations and inspections, financial and otherwise, as the Purchaser has made. Ent Federal has afforded the Purchaser the opportunity for full and complete investigations, examinations and inspections of the motor vehicle(s).

5. This Agreement may be executed in counterparts and by facsimile signature.
6. Should any dispute arise over this Agreement, the parties agree and understand that the same shall be settled by binding and mandatory arbitration to be held in El Paso County, Colorado before one mutually-agreed to arbitrator and should the parties be unable to agree upon said arbitrator, the same shall be appointed by an El Paso County District Court Judge. The prevailing party shall be entitled to an award of all costs and attorney fees.

Ent Federal Credit Union