

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
(Indianapolis Division)**

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|---|---|---|
| RED BARN MOTORS, INC., | * | DOCKET NO. 1:14-cv-01589-TWP-DKL |
| PLATINUM MOTORS, INC., | * | |
| MATTINGLY AUTO SALES, INC., | * | CLASS ACTION |
| YOUNG EXECUTIVE MANAGEMENT | * | Jury Trial Demanded |
| & CONSULTING SERVICES, INC., | * | |
| Individually, and on behalf of other | * | |
| members of the general public | * | |
| similarly situated | * | |
| | * | |
| v. | * | |
| | * | |
| COX ENTERPRISES, INC., | * | |
| COX AUTOMOTIVE, INC., | * | |
| NEXTGEAR CAPITAL, INC., | * | |
| F/K/A DEALER SERVICES | * | |
| CORPORATION, successor by merger | * | |
| with Manheim Automotive Financial | * | |
| Services, Inc., and JOHN WICK | * | |
| | * | |

VERIFIED AMENDED COMPLAINT¹

NOW INTO COURT, through undersigned counsel, come Plaintiffs, Red Barn Motors, Inc. (“Red Barn”), Platinum Motors, Inc. (“Platinum Motors”), Mattingly Auto Sales, Inc. (“Mattingly Auto”), and Young Executive Management & Consulting Services, Inc. (“Executive Auto Group”) (collectively, the “Red Barn Plaintiffs”), each individually and on behalf of all other similarly situated members of the public pursuant to Rule 23 of the Federal Rules of Civil Procedure, who amend the original Complaint filed in this action pursuant to Rule 15 of the Federal

¹ Pursuant to L.R. 15-1, the substance of the entire original complaint is being reproduced herein; however, due to the nature of the claims, the new parties, and the new factual allegations being incorporated in this amended complaint, it was not possible to simply reproduce the original complaint and add new paragraphs.

Rules of Civil Procedure and the Order of the Court dated December 16, 2015 (Rec. Doc. No. 87), to aver the following in support of their Verified Amended Complaint:

I. INTRODUCTION

1. The Red Barn Plaintiffs, each individually and on behalf of all other similarly situated members of the public, allege that they have been injured by the Defendants' violations of federal and state law: to wit, the Racketeer Influenced and Corrupt Organizations Act ("RICO") (18 U.S.C. § 1961, *et seq.*), breach of contract, constructive fraud, and tortious interference with business relationships.

2. As explained and alleged in more detail below, Defendant NextGear Capital, Inc. ("NextGear"), f/k/a Dealer Services Corporation ("DSC"), successor by merger with Manheim Automotive Financial Services, Inc. ("Manheim"), devised a scheme and artifice to defraud the Red Barn Plaintiffs and others similarly situated, and to obtain money and property by means of false and fraudulent pretenses and representations by charging "interest" to the Red Barn Plaintiffs and others similarly situated, *on money not lent from NextGear/DSC to the Red Barn Plaintiffs* and others similarly situated.

3. Defendant NextGear is a wholly-owned subsidiary of Defendant Cox Automotive, Inc. which claims to be "the world's leader in vehicle remarketing services and digital marketing and software solutions for automotive dealers and customers."² In addition to NextGear, Cox Automotive, Inc. also owns/operates Manheim, Autotrader, Kelley Blue Book, and vAuto which "represent[s] the biggest automotive marketing and remarketing company in the world."³ Cox

² <http://www.coxenterprises.com/about-cox/annual-review/cox-automotive.aspx>

³ *Id.*

Automotive, Inc. claims to “partner with more than 40,000 dealers and touch over 65 percent of all car buyers in the U.S. with the most recognized brands in the industry.”⁴

4. Defendant Cox Automotive, Inc. is a wholly-owned subsidiary of Defendant Cox Enterprises, Inc. which claims “revenues of more than \$17 billion and approximately 55,000 employees ...”⁵ In addition to Cox Automotive, Inc., Cox Enterprises, Inc. also includes Cox Communications, Inc. and Cox Media Group, Inc.⁶

5. In short, NextGear/DSC is an automotive financing company which provides line of credit financing to automotive sales dealers (“used car dealers”) which purchase used automobiles from various auction companies throughout the United States.

6. NextGear/DSC operates throughout the United States through approximately 183 “Account Executives” and 18 “Regional Directors.”⁷ Upon information and belief, NextGear/DSC utilizes these individuals to execute and carryout the scheme and artifice to defraud its customers as alleged herein.

7. Stuart LaBauve, NextGear/DSC’s Account Executive for the region of central Louisiana, actively solicited Red Barn to utilize NextGear/DSC’s line of credit. He also hid this scheme from Red Barn, which furthered the scheme by concealing the continuous injury suffered by Red Barn. Upon information and belief, the other Red Barn Plaintiffs were similarly solicited by NextGear/DSC’s company representatives, who similarly concealed the operation of the scheme and the resultant injuries to the other Red Barn Plaintiffs and others similarly situated.

⁴ <https://www.coxautoinc.com/nextgear-capital/>

⁵ <http://www.coxenterprises.com/about-cox.aspx>

⁶ *Id.*

⁷ See <http://www.nextgearcapital.com/contact-us/account-executives/>

8. NextGear/DSC utilized several auction houses in the scheme and artifice to defraud the Red Barn Plaintiffs and others similarly situated. These auction houses concealed NextGear/DSC's actions, allowing NextGear/DSC to complete the scheme to defraud. In addition, after NextGear/DSC illegally defrauded the Red Barn Plaintiffs as detailed below, NextGear/DSC then intentionally tortiously interfered with valid business relationships held and maintained by the Red Barn Plaintiffs by "blacklisting" the Red Barn Plaintiffs with these auction houses, as a result of which these auction houses prohibited the Red Barn Plaintiffs from attending and participating in the routine sales of used cars, further economically damaging the Red Barn Plaintiffs.

9. NextGear/DSC offers a revolving line of credit for used car dealers to purchase used cars at auction. The revolving line of credit is commonly referred to (and will hereafter be referred to) as a "Floorplan Agreement." NextGear/DSC charges fees and interest to used car dealers for the use of the line of credit to purchase automobiles at auction *until* such used car dealer ultimately sells to the public a particular automobile it purchased at auction or decides to pay off the line of credit itself.

10. NextGear/DSC enters into written Floorplan Agreements with used car dealers throughout the United States, and claims to have 18,000 used car dealers engaged with it in these financing arrangements.⁸

11. NextGear/DSC's President, Brian Geitner, claims to direct the "implementation of the organization's *customer-centric* business model."⁹ However, the actions described herein are

⁸ See <http://www.nextgearcapital.com/wp-content/.../welcomepacket.pdf>.

⁹ <http://www.nextgearcapital.com/about/leadership/brian-geitner/> (emphasis added).

directly contradictory to such claims. Instead, NextGear/DSC routinely defrauds its customers as alleged herein.

12. Typically, Floorplan Agreements are used by used car dealers in conjunction with vehicle auctions in the following manner: a) a new car dealer receives a trade-in vehicle; b) the new car dealer then provides the trade-in vehicle to an auction company to present to numerous used car dealers at auction on a particular date; c) once a used car dealer's bid is accepted, the used car dealer takes possession of the vehicle; d) on the date of the auction, the used car dealer either pays the auction company directly or employs an automotive financing company (such as a NextGear/DSC) to pay the auction company on that day and provide financing by means of a Floorplan Agreement with the used car dealer for the purchase of the vehicle; e) the new car dealer delivers the title for the vehicle to the auction company; f) the auction company forwards the title to whomever paid it - either the used car dealer that paid the auction company directly, or the automotive financing company that provided financing by means of a Floorplan Agreement. If the title is forwarded to the automotive financing company that provided financing by means of a Floorplan Agreement, the used car dealer pays the automotive financing company fees and interest on the money loaned while the used car dealer attempts to sell the vehicle to a new buyer. Once the used car dealer sells the car to a new buyer, the used car dealer pays off the automotive financing company in full.

13. NextGear/DSC, however, does not pay the auction houses until NextGear/DSC receives the title to the vehicles purchased, even though NextGear/DSC charges interest and curtailment fees to the Red Barn Plaintiffs under the illusion that NextGear/DSC has already paid the auction house for the vehicles.

14. Upon information and belief, it often can take up to eight weeks for NextGear/DSC to receive the titles to the vehicles purchased by the Red Barn Plaintiffs at auctions. Only at the time that NextGear/DSC receives the titles does NextGear/DSC electronically transfer funds from its account to the auction company despite charging interest and curtailment fees for this extended period of time *without ever loaning the money* to the Red Barn Plaintiffs. NextGear/DSC calculates and charges interest on these transactions from the date the Red Barn Plaintiffs and others similarly situated purchase the vehicles from the auction rather than charging interest and curtailment fees from the time it actually loans the Red Barn Plaintiffs money for the purchase of vehicles.

15. In other words, NextGear/DSC does not pay the auction company for the vehicle until NextGear/DSC receives title to the vehicle, although NextGear/DSC charges interest to the Red Barn Plaintiffs and others similarly situated, beginning from the date of the auction, even though NextGear/DSC has not advanced any money on behalf of the Red Barn Plaintiffs and others similarly situated or lent any money as of the date of the auction.

16. This time span within which NextGear/DSC charges interest to the used car dealers *before* NextGear/DSC pays the auction company for the vehicle (and, hence, provides the financing to the used car dealer) varies from transaction to transaction. In many instances, the time period spans several weeks. During that time period, NextGear/DSC *does not pay* any money to the auction company; however, *NextGear/DSC secretly collects money* from its own unsuspecting used car dealer customers under the guise of interest and curtailment fees on financing provided for the purchase of the vehicles.

17. NextGear/DSC executed this scheme and artifice to defraud, in part, through the use of interstate wire communications (which traveled from one state to another) by electronically debiting the fraudulent interest payments from bank accounts held by the Red Barn Plaintiffs and others similarly situated.

18. NextGear/DSC concealed (and continues to conceal) its fraudulent actions from its used car dealer customers in order to maintain and further its scheme and artifice to defraud. Further, NextGear/DSC engaged in a pattern of racketeering activity in operating a Racketeering Enterprise as more-fully detailed below.

19. As set forth in paragraphs 1 through 18, *supra*, throughout NextGear/DSC's relationships with the Red Barn Plaintiffs, NextGear/DSC, by and through its Account Executives, such as Stuart LaBauve, Lourdes Givens, Mark Holley, and Sean Tabb, fraudulently omitted and concealed material facts from the Red Barn Plaintiffs, including but not limited to:

- a) The actual interest rates charged to the Red Barn Plaintiffs under the Floorplan Agreements;
- b) The fact that NextGear/DSC did not pay the auction houses for the vehicles purchased by the Red Barn Plaintiffs until NextGear/DSC received the title to the vehicles purchased;
- c) The fact that NextGear/DSC began charging interest and curtailment fees to the Red Barn Plaintiffs from the date of the auction despite the fact that no money had been lent or obligated under the Floorplan Agreements; and
- d) The fact that NextGear/DSC intended to interfere with the business relationships of the Red Barn Plaintiffs if the Red Barn Plaintiffs became adverse to NextGear/DSC, by

“blacklisting” the Red Barn Plaintiffs with the auction houses at which they routinely purchased used cars as part of their business, as a result of which these auction houses prohibited the Red Barn Plaintiffs from attending and participating in the routine sales of used cars, further economically damaging the Red Barn Plaintiffs and others similarly situated.

20. On information and belief, throughout NextGear/DSC’s relationships with the others similarly situated, NextGear/DSC, by and through its Account Executives, fraudulently omitted and concealed from others similarly situated numerous material facts, including but not limited to:

- a) The actual interest rates charged to the members of the class under the Floorplan Agreements;
- b) The fact that NextGear/DSC did not pay the auction houses for the vehicles purchased by the members of the class until NextGear/DSC received the title to the vehicles purchased;
- c) The fact that NextGear/DSC began charging interest and curtailment fees to the members of the class from the date of the auction despite the fact that no money had been lent or obligated under the Floorplan Agreements; and
- d) The fact that NextGear/DSC intended to interfere with the business relationships of the members of the class if they became adverse to NextGear/DSC, by “blacklisting” them with the auction houses at which they routinely purchased used cars as part of their business, as a result of which these auction houses prohibited the Red Barn Plaintiffs

from attending and participating in the routine sales of used cars, further economically damaging the Red Barn Plaintiffs and others similarly situated.

21. On or about February 25, 2011, John Wick¹⁰ (“Wick”), NextGear/DSC’s General Counsel and Corporate Secretary, admitted to this fraudulent activity when confronted during sworn deposition testimony unrelated to this litigation.¹¹ NextGear/DSC touts Wick as the overseer of “all corporate, legislative and litigation matters.”¹² In addition, Wick “leads the company’s strategic and corporate development.”¹³

22. The Defendants’ fraudulent actions and pattern of racketeering activity inflicted injuries on the Red Barn Plaintiffs and others similarly situated, throughout the United States.

II. JURISDICTION

23. Pursuant to Title 28, United States Code, Section 1331 and Title 18, United States Code, Section 1964(c), subject matter jurisdiction is present in this matter as it involves a federal question.

24. This Court has supplemental jurisdiction pursuant to Title 28, United States Code, Section 1367(a) over the state law claims asserted by the Red Barn Plaintiffs and others similarly situated, because these state law claims arise out of the same set of operative facts and are so

¹⁰ NextGear lists Wick as General Counsel and Chief Strategy Officer. See <http://www.nextgearcapital.com/about/>.

¹¹ Question (By Attorney): Okay. And when do you start charging the dealer on an individual loan?

Answer (By Wick): The moment that it’s floorplanned.

Question (By Attorney): Okay. And is that – can that be prior to funding of the loan?

Answer (By Wick): Of course.

Question (By Attorney): But wouldn’t it be true that DSC could enjoy the float or the access to those funds until it actually funds the loan?

Answer (By Wick): Sure.

¹² <http://www.nextgearcapital.com/about/leadership/john-wick/>

¹³ *Id.*

related to the RICO claims that they form part of the same case or controversy.

25. This Court has personal jurisdiction over the Defendants because the Defendants conduct substantial business in this District, and some of the actions giving rise to the Amended Complaint took place in this District and because this jurisdiction, specifically Marion and Hamilton Counties, was provided by NextGear/DSC in the Floorplan Agreements it drafted.

III. VENUE

26. Venue is proper in this judicial district pursuant to Title 28, United States Code, Section 1391(b) because NextGear Capital, Inc., as successor-in-interest to Dealer Services Corporation, is a Delaware corporation with its principal place of business located at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032 (Southern District of Indiana), and a substantial portion of the events giving rise to this claim occurred in this judicial district.

27. Venue is also proper in this judicial district pursuant to Title 18, United States Code, Section 1965(a) because the Defendants conducted their affairs in this judicial district.

IV. PARTIES

28. Plaintiff Red Barn Motors, Inc. is a Louisiana corporation with its principal place of business located at 26007 La. Hwy. 16, Denham Springs, Louisiana 70726.

29. Plaintiff Platinum Motors, Inc. is a Virginia Corporation with its principal place of business located at 5831 Jefferson Avenue, Newport News, Virginia 23605.

30. Plaintiff Mattingly Auto Sales, Inc. is a Kentucky Corporation with its principal place of business located at 3826 South Highway 261, Hardinsburg, Kentucky 40183.

31. Plaintiff Young Executive Management & Consulting Services, Inc. is a Missouri Corporation with its principal place of business located at 2329 Prospect Avenue, Kansas City,

Missouri 64127.

32. Defendant Cox Enterprises, Inc. is a Delaware corporation with its principal place of business located at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

33. Defendant Cox Automotive, Inc. is a Delaware corporation with its principal place of business located at 6205 Peachtree Dunwoody Road, Atlanta, Georgia 30328.

34. Defendant NextGear Capital, Inc., f/k/a Dealer Services Corporation, successor by merger with Manheim Automotive Financial Services, Inc., is a Delaware corporation with its principal place of business at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032.

35. Defendant John Wick, NextGear/DSC's General Counsel and Corporate Secretary, is an adult resident of the State of Indiana with a business address of 1320 City Center Drive, Suite 100, Carmel, Indiana 46032.

V. FACTS

A. Scheme to Defraud Red Barn Motors, Inc.

36. Red Barn Motors, Inc. is a small, family-owned and operated used car dealership located in Denham Springs, Louisiana.

37. In or about June or July 2011, at the Oak View Auto Auction in Baton Rouge, Louisiana, Stuart LaBauve, NextGear/DSC's Account Executive, solicited Red Barn, through Devon London, Red Barn's General Manager, to enter into a Floorplan Agreement, which, as described hereinabove, generally provides a revolving line of credit to used car dealers that allows for the purchase of used cars at auction that will, in turn, be placed on their lots for sale. By means of a Floorplan Agreement, when used car dealers buy vehicles at auction, the automotive financing company lends the money to pay the auction house for the purchase of the vehicle, and that loan

is generally paid back to the automotive financing company after the sale of the vehicle by the used car dealer.

38. In or about June or July 2011, following the initial meeting between Mr. LaBauve and Mr. London, Mr. LaBauve visited Red Barn's place of business in Denham Springs, Louisiana, to solicit Red Barn, through its owner, Donald Richardson, to enter into a Floorplan Agreement with NextGear/DSC.

39. On or about July 29, 2011, Red Barn and NextGear/DSC entered into a Demand Promissory Note and Security Agreement (the "Red Barn Note") in the principal sum of \$200,000.00, together with interest payable and other charges as stated in the Red Barn Note (sometimes hereafter referred to as "line of credit"). *See* Demand Promissory Note and Security Agreement attached hereto as Exhibit "A."

40. In turn, Red Barn sometimes utilized the Floorplan Agreement to purchase vehicles at auction in order to sell them at the Red Barn Motors used car lot in Denham Springs, Louisiana.

41. During the time in which Red Barn utilized its Floorplan Agreement with NextGear/DSC, on or about November 2, 2012, Red Barn purchased a vehicle using the NextGear/DSC Floorplan Agreement, but ultimately, the auction house was unable to obtain title to the vehicle after 180 days even though Red Barn had already paid off its line of credit with NextGear/DSC for the purchase of these vehicle.

42. In this particular instance, *NextGear/DSC never paid* the auction house for these vehicles and therefore voluntarily reimbursed Red Barn all of the interest and curtailment fees (periodic principal and interest payments made by Red Barn to NextGear/DSC) that it had been collecting over a span of 180 days on that vehicle because the title was never delivered. This

voluntary reimbursement by NextGear/DSC of the amount collected from Red Barn during these 180 days is an admission and acknowledgement by NextGear/DSC that it was never proper to collect from Red Barn in the first place.

43. In or about June 2012, Red Barn entered into a verbal agreement with multiple automobile auction houses which allowed Red Barn up to seven days to decide whether it wanted to use its line of credit with NextGear/DSC in order to pay for the vehicles purchased at the auctions, or whether it would pay for the vehicles using some other method, such as cash.

44. Even when Red Barn delayed its decision to use the line of credit provided by NextGear/DSC to purchase vehicles from these auctions, *NextGear/DSC backdated the withdrawal* on the line of credit to the date on which Red Barn purchased a vehicle, and *charged interest and curtailment fees from that backdated date*.

45. Worse yet, in or about June 2012, Devon London, Red Barn's General Manager, discovered transactions in which Red Barn had not actually chosen to use the Floorplan Agreement, such that NextGear/DSC had *never actually loaned money* to Red Barn for the purchase of vehicles but *NextGear/DSC had, in fact, charged interest* to Red Barn as if NextGear/DSC had actually provided the financing for the vehicle situated.

46. In all, Red Barn used NextGear/DSC's Floorplan Agreement on 524 transactions beginning on or about August 16, 2011, and continuing to on or about March 11, 2013, by means of which NextGear/DSC electronically debited approximately \$80,000.00 in interest fees from Red Barn's account. As detailed above, much of the money NextGear/DSC electronically debited from Red Barn was procured by fraudulent representations and false pretenses because NextGear/DSC never lent the principal sum to Red Barn in the first place (*i.e.* actually funded the

loan for the purchase of the vehicle), or NextGear/DSC lent the money for a much shorter period of time than they falsely led Red Barn to believe. *See* the Red Barn/NextGear/DSC transaction history attached hereto as Exhibit “B.”

47. In or about March 2013, Red Barn began experiencing financial difficulties, which caused it to be unable to make payments on its Floorplan Agreement extended by NextGear/DSC. As a result, in or about April 2013, NextGear/DSC began seizing Red Barn’s assets, including vehicles on the Red Barn lot.

48. In or about April 2013, Red Barn employees delivered between 11 and 14 vehicles to Louisiana First Choice Auto Auction, L.L.C. (“First Choice”), with the intention of selling said vehicles, and using the proceeds from the sales to pay NextGear/DSC toward the debt Red Barn owed pursuant to its Floorplan Agreement.

49. Red Barn was unable to sell the referenced vehicles because First Choice, without Red Barn’s knowledge or consent, seized the vehicles and, on information and belief, has held the vehicles since the time of seizure.

50. On or about April 25, 2013, Red Barn filed a voluntary petition for bankruptcy pursuant to Chapter 11 of the United States Code in the United States Bankruptcy Court for the Middle District of Louisiana.

51. During the course of Red Barn’s nearly two year lending relationship with NextGear/DSC, from in or about June 2011 through in or about March 2013, Red Barn representatives, primarily Mr. London, communicated regularly with Mr. LaBauve regarding Red Barn’s Floorplan Agreement through in person, telephone, and email communications.

B. Scheme to Defraud Platinum Motors, Inc.

52. Platinum Motors is a used car dealership located in Chesapeake, Virginia.

53. In or about the spring of 2011, an Account Executive with NextGear/DSC approached Platinum Motors, through its owner, Nicol Zenia Perry, at the now-defunct American Auto Auction in Chesapeake, Virginia, to solicit Platinum Motors to enter into a Floorplan Agreement with NextGear/DSC.

54. Subsequently, on or about May 23, 2011, Ms. Perry also met with a representative of NextGear/DSC at a Manheim Auto Auction in Virginia.

55. On or about May 23, 2011, Platinum Motors and NextGear/DSC entered into a Demand Promissory Note and Security Agreement (the “Platinum Motors Note”) in the principal sum of \$35,000.00, together with interest payable and other charges as stated in the Platinum Motors Note (sometimes hereafter referred to as “line of credit”). *See* Demand Promissory Note and Security Agreement attached hereto as Exhibit “C.”

56. In turn, Platinum Motors utilized the Floorplan Agreement to purchase vehicles at auction in order to sell them at the Platinum Motors used car lot in Chesapeake, Virginia.

57. NextGear/DSC did not pay the auction houses *until* NextGear/DSC received the title to the vehicles purchased even though NextGear/DSC charged Platinum Motors interest and curtailment fees under the illusion that NextGear/DSC had already paid the auction houses for the vehicles.

58. NextGear/DSC calculated and charged interest on these transactions from the date Platinum Motors purchased the vehicles from the auction rather than charging interest and

curtailment fees from the time in which it actually loaned Platinum Motors money for the purchase of vehicles.

59. NextGear/DSC executed this scheme and artifice to defraud, in part, through the use of interstate wire communications (which traveled from one state to another) by electronically debiting the fraudulent interest payments from bank accounts held by Platinum Motors and others similarly situated.

60. In all, Platinum Motors used NextGear/DSC's Floorplan Agreement to finance approximately 1,000 vehicles beginning on or about May 23, 2011, and continuing to on or about June 21, 2012. In each of these transactions, NextGear/DSC electronically debited interest and curtailment fees from Platinum Motors' account. As detailed above, much of the money NextGear/DSC electronically debited from Platinum Motors was procured by fraudulent representations and false pretenses because NextGear/DSC never lent the principal sum to Platinum Motors in the first place (*i.e.* actually funded the loan for the purchase of the vehicle), or NextGear/DSC lent the money for a much shorter period of time than it falsely led Platinum Motors to believe.

61. During the course of Platinum Motors' more than one-year lending relationship with NextGear/DSC, from in or about May 2011 through in or about June 2012, Ms. Perry of Platinum Motors communicated regularly with NextGear/DSC representatives, including but not limited to Account Executive Sean Tabb, regarding Platinum Motors' Floorplan Agreement through in person, telephone, and email communications.

C. Scheme to Defraud Mattingly Auto Sales, Inc.

62. Mattingly Auto is a used car dealership located in Hardinsburg, Kentucky.

63. In or near Hardinsburg, Kentucky at a time prior to February 2009, NextGear/DSC Account Executive Lourdes Givens approached Mattingly Auto, through its owner, Barry Mattingly, to solicit Mattingly Auto to enter into a Floorplan Agreement with NextGear/DSC.

64. On or about February 5, 2009, Mattingly Auto and NextGear/DSC entered into a Demand Promissory Note and Security Agreement (the “Mattingly Auto Note”) in the principal sum of \$100,000.00, together with interest payable and other charges all as stated in the Mattingly Auto Note (sometimes hereafter referred to as “line of credit”). *See* Demand Promissory Note and Security Agreement attached hereto as Exhibit “D.”

65. In turn, Mattingly Auto utilized the Floorplan Agreement to purchase vehicles at auction in order to sell them at the Mattingly Auto used car lot in Hardinsburg, Kentucky.

66. NextGear/DSC did not pay the auction houses *until* NextGear/DSC received the title to the vehicles purchased even though NextGear/DSC charged Mattingly Auto interest and curtailment fees under the illusion that NextGear/DSC had already paid the auction house for the vehicles.

67. NextGear/DSC calculated and charged interest on these transactions from the date Mattingly Auto purchased the vehicles from the auction rather than charging interest and curtailment fees from the time in which it actually loaned Mattingly Auto money for the purchase of vehicles.

68. NextGear/DSC executed this scheme and artifice to defraud, in part, through the use of interstate wire communications (which travelled from one state to another) by electronically debiting the fraudulent interest payments from bank accounts held by Mattingly Auto and others similarly situated.

69. In all, Mattingly Auto used NextGear/DSC's Floorplan Agreement on approximately 320 transactions beginning in or about February 2009, and continuing to on in or about May 2012, in which NextGear/DSC electronically debited interest and curtailment fees from Mattingly Auto's account. As detailed above, much of the money NextGear/DSC electronically debited from Mattingly Auto was procured by fraudulent representations and false pretenses because NextGear/DSC never lent the principal sum to Mattingly Auto in the first place (*i.e.* actually funded the loan for the purchase of the vehicle), or NextGear/DSC lent the money for a much shorter period of time than they falsely led Mattingly Auto to believe.

70. During the course of Mattingly Auto's more than three-year lending relationship with NextGear/DSC, from in or about February 2009 and through in or about May 2012, Barry Mattingly of Mattingly Auto communicated regularly with NextGear/DSC representatives, including Ms. Givens and another Account Executive named Mark Holley, regarding Mattingly Auto's Floorplan Agreement through in person, telephone, and email communications.

D. Scheme to Defraud Young Executive Management & Consulting Services, Inc. ("Executive Auto Group")

71. Executive Auto Group is a used car dealership located in Kansas City, Missouri.

72. In or about the summer or early fall of 2011, in or near Kansas City, Missouri area, an Account Executive with NextGear/DSC approached Executive Auto Group, through its owner, Ronald Jerome Reid, to solicit Executive Auto Group to enter into a Floorplan Agreement with NextGear/DSC. On or about September 14, 2011, Executive Auto Group and NextGear/DSC entered into a Demand Promissory Note and Security Agreement (the "Executive Auto Group Note") in the principal sum of \$25,000.00, together with interest payable and other charges all as

stated in the Executive Auto Group Note (sometimes hereafter referred to as “line of credit”). *See* Demand Promissory Note and Security Agreement attached hereto as Exhibit “E.”

73. In turn, Executive Auto Group utilized the Floorplan Agreement to purchase vehicles at auction in order to sell them at the Executive Auto Group used car lot in Kansas City, Missouri.

74. NextGear/DSC did not pay the auction houses *until* NextGear/DSC received the title to the vehicles purchased even though NextGear/DSC charged Executive Auto Group interest and curtailment fees under the illusion that NextGear/DSC had already paid the auction house for the vehicles.

75. NextGear/DSC calculated and charged interest on these transactions from the date Executive Auto Group purchased the vehicles from the auction rather than charging interest and curtailment fees from the time in which it actually loaned Executive Auto Group money for the purchase of vehicles.

76. NextGear/DSC executed this scheme and artifice to defraud, in part, through the use of interstate wire communications (which traveled from one state to another) by electronically debiting the fraudulent interest payments from bank accounts held by Executive Auto Group and others similarly situated.

77. In all, Executive Auto Group used NextGear/DSC’s Floorplan Agreement on approximately 7 transactions beginning in 2011, by means of which NextGear/DSC electronically debited interest and curtailment fees from Executive Auto Group’s account. As detailed above, much of the money NextGear/DSC electronically debited from Executive Auto Group was procured by fraudulent representations and false pretenses because NextGear/DSC never lent the

principal sum to Executive Auto Group in the first place (*i.e.* actually funded the loan for the purchase of the vehicle), or NextGear/DSC lent the money for a much shorter period of time than they falsely led Executive Auto Group to believe.

78. During the course of Executive Auto Group's lending relationship with NextGear/DSC, Executive Auto Group owner Mr. Reid communicated regularly with a NextGear/DSC Account Executive regarding Executive Auto Group's Floorplan Agreement through in person, telephone, and email communications.

VI. CLASS ACTION ALLEGATIONS

79. The Red Barn Plaintiffs bring this action on behalf of themselves and all others similarly situated, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

80. The class which the Red Barn Plaintiffs seeks to represent (the "Class") is defined as follows (the following hereinafter sometimes referred to as the "Class definition"):

All residents, individuals, and companies in the United States of America that contracted with NextGear/DSC as a customer dealer and that were charged interest (and fees) on money not lent, at any time, continuing through the date of the final disposition of this action.

81. The Red Barn Plaintiffs reserve the right to amend the Class definition if discovery and further investigation reveals that the Class should be expanded or otherwise modified.

82. The Red Barn Plaintiffs reserve the right to establish sub-classes as appropriate.

83. This action is brought and properly maintained as a class action pursuant to Federal Rules of Civil Procedure 23(a)(1)-(4) and 23(b)(1), (b)(2), or (b)(3), and satisfies the requirements thereof. As used herein, the term "Class Members" shall mean and refer to the members of the Class.

84. Community of Interest: As detailed above, there is a well-defined community of interest among members of the Class, and the disposition of the claims of these members of the Class in a single action will provide substantial benefits to all parties and to the Court.

85. Numerosity: While the exact number of members of the Class is unknown to the Red Barn Plaintiffs at this time and can only be determined by appropriate discovery, membership in the Class is ascertainable based upon records maintained by the Defendants. At this time, the Red Barn Plaintiffs believe that the Class includes hundreds (and possibly thousands) of similarly-situated members. Therefore, the Class is sufficiently numerous that joinder of all members of the Class in a single action is impracticable as set forth in Rule 23(a)(1) of the Federal Rules of Civil Procedure, and the resolution of their claims through the procedure of a class action will be of benefit to the parties and the Court.

86. Ascertainability: Names and addresses of members of the Class are available from Defendants' own records. Notice can be provided to the members of the Class through direct mailing, publication, or otherwise using techniques and a form of notice similar to those customarily used in similar matters.

87. Typicality: The Red Barn Plaintiffs' claims are typical of the claims of other members of the Class which they seek to represent under Rule 23(a)(3) of the Federal Rules of Civil Procedure because each Plaintiff and each member of the Class has been subjected to the same deceptive and improper practices and has been damaged in a similar manner.

88. Adequacy: The Red Barn Plaintiffs will fairly and adequately represent and protect the interests of the Class as Required by Rule 23(a)(4) of the Federal Rules of Civil Procedure. The Red Barn Plaintiffs are adequate representatives of the Class because they have no interests

which are adverse to the interests of the other members of the Class. The Red Barn Plaintiffs are committed to the vigorous prosecution of this action and, to that end, The Red Barn Plaintiffs have retained counsel who are competent and experienced in handling complex litigation, including class action litigation, on behalf of similar plaintiffs.

89. Superiority: A class action is superior to all other available methods of the fair and efficient adjudication of the claims asserted in this action under Rule 23(b)(3) of the Federal Rules of Civil Procedure because:

- a) the expense and burden of individual litigation make it economically unfeasible for members of the Class to seek redress of their claims other than through the procedure of a class action;
- b) if separate actions were brought by individual members of the Class, the resulting duplicity of lawsuits would cause members to seek redress of their claims other than through the procedure of a class action; and
- c) absent a class action, Defendants would likely retain the ill-gotten windfall from their fraudulent activities.

90. Common questions of law and fact exist as to the members of the Class, as required by Rule 23(a)(2) of the Federal Rules of Civil Procedure, and predominate over any questions which affect individual members of the Class.

91. The common questions of fact include, but are not limited to, the following:

- a) whether Defendants charged interest to their customer used car dealers on money NextGear/DSC did not actually lend to the Plaintiffs;
- b) whether Defendants were members of, or participants in, the conspiracy alleged herein;

- c) whether Defendants engaged in a pattern of racketeering activity as alleged herein;
- d) whether Defendants committed wire and mail fraud through their scheme and artifice to defraud the Red Barn Plaintiffs and other members of the Class;
- e) whether Defendants committed wire and mail fraud through their efforts to obtain money and property by means of false and fraudulent pretenses and representations to the Red Barn Plaintiffs and other members of the Class;
- f) whether Defendants committed wire fraud in their use of interstate wire communications in their scheme and artifice to defraud the Red Barn Plaintiffs and other members of the Class;
- g) whether Defendants committed mail fraud by using the United States Postal Service or private or commercial interstate mail carriers to execute the scheme and artifice to defraud;
- h) whether Defendants concealed their fraudulent actions from the Red Barn Plaintiffs and other members of the Class;
- i) whether the Red Barn Plaintiffs and other members of the Class sustained damages, and if so, the appropriate measure of damages; and
- j) whether the Red Barn Plaintiffs and other members of the Class are entitled to an award of reasonable attorneys' fees, pre-judgment interest, and costs of this suit.

92. In the alternative, this action is certifiable under the provisions of Rule 23(b)(1) and (b)(2) of the Federal Rules of Civil Procedure because:

- a) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants;
- b) the prosecution of separate actions by individual members of the Class would create a risk of adjudications as to them which would, as a practical matter, be dispositive of the interests of the other members of the Class not the parties to the adjudications, or substantially impair or impede their ability to protect their interests; and
- c) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole, necessitating that any such relief be extended to members of the Class on a mandatory, class-wide basis.

93. The Red Barn Plaintiffs are unaware of any difficulty which will be encountered in the management of this litigation precluding its maintenance as a class action.

VII. COUNT 1
Substantive RICO Violation (18 U.S.C. § 1962(c))

94. The Red Barn Plaintiffs re-allege and incorporate by reference each and every allegation of the preceding paragraphs in this verified amended complaint with the same force and effect as though fully set forth herein.

A. The “NextGear/DSC Enterprise”

95. The Defendants are each persons within the meaning of Title 18, United States Code, Section 1961(3). At all relevant times, in violation of Title 18, United States Code, Section 1962(c), the Defendants conducted the affairs of an association-in-fact enterprise as that term is

defined in Title 18, United States Code, Section 1961(4). The affairs of this enterprise affected interstate commerce through a pattern of racketeering activity.

96. The NextGear/DSC Enterprise is an ongoing, continuing group or unit of persons and entities associated together for the common purpose of maximizing profits by fraudulently charging and debiting money from accounts held by its customer used car dealers on money not lent by NextGear/DSC. Further, the members of the NextGear/DSC Enterprise concealed their fraudulent activity from the Red Barn Plaintiffs and other members of the Class.

97. While the Defendants participate in and are part of the NextGear/DSC Enterprise, the Defendants also exist separately and distinctly from the enterprise.

98. The NextGear/DSC Enterprise maintains a structure, in that the executive management of NextGear/DSC (including John Wick, as detailed above) knowingly established a uniform approach to secretly charge customers interest and curtailment fees which NextGear/DSC itself was unauthorized to obtain because NextGear/DSC had not provided any financing to the auction houses via Floorplan Agreements. The NextGear/DSC Enterprise includes auction houses owned and operated by the Defendants as well as other auction houses associated with the Defendants where these auction houses concealed NextGear/DSC's actions allowing NextGear/DSC to conduct the pattern of racketeering activity. The NextGear/DSC Enterprise executes and carries out individual, fraudulent transactions on a daily basis, which are solicited by lower-level employees, including Account Executives such as Stuart LaBauve and others throughout the United States. The NextGear/DSC Enterprise maintains this common and shared purpose of defrauding customers for the Enterprise's unlawful financial gain. The NextGear/DSC Enterprise maintains the same basic structure and personnel and does not take another form from

the racketeering activity versus other activity. In addition to the fraudulent activity detailed herein, NextGear/DSC and the NextGear/DSC Account Executives also conduct/facilitate legitimate automobile resales and related financing which further conceal their fraudulent activity as they continue to pose as legitimate industry participants.

99. The NextGear/DSC Enterprise benefits the Defendants through the increase in revenues collected by the scheme and artifice to defraud.

B. Predicate Acts

100. The Defendants' scheme and artifice to defraud the Red Barn Plaintiffs and other members of the Class, and to obtain money and property by means of false and fraudulent pretenses and representations by charging "interest" to the Plaintiffs and other members of the Class, ***on money not lent from NextGear/DSC to the Red Barn Plaintiffs and*** other members of the Class, constitutes "racketeering activity" within the meaning of Title 18, United States Code, Section 1961(1) as acts of mail and wire fraud pursuant to Title 18, United States Code, Sections 1341 and 1343.

101. Defendants violated the wire fraud statute, Title 18, United States Code, Section 1343, when they devised a scheme and artifice to defraud the Red Barn Plaintiffs and other members of the Class, and executed and attempted to execute that scheme by using interstate wire communications.

102. Defendants also violated the wire fraud statute, Title 18, United States Code, Section 1343, when they obtained money from the Red Barn Plaintiffs and other members of the Class, by means of false and fraudulent pretenses, representations, or promises and by using interstate wire communications.

103. As detailed above, from in or about May 2011 continuing through at least March 2013, the Defendants used and caused multiple interstate wire communications which traveled from one state to another in order to defraud the Red Barn Plaintiffs and other members of the Class, on multiple occasions throughout this period.

104. NextGear/DSC charged interest and curtailment fees on purchases made by the Red Barn Plaintiffs and others members of the Class without actually loaning money against Plaintiffs' line of credit.

105. NextGear/DSC paid the auction houses from the Red Barn Plaintiffs' lines of credit *when NextGear/DSC received title* to the vehicles purchased by the Red Barn Plaintiffs at auction, instead of paying for the vehicles *at the time of the auction*.

106. NextGear/DSC back-dated payments made from the Red Barn Plaintiffs' lines of credit to the dates on which the Red Barn Plaintiffs were successful in bidding on vehicles at auction. These actions caused interstate wire communications to occur.

107. NextGear/DSC electronically debited payment for the interest and curtailment fees it charged to the Red Barn Plaintiffs without loaning money to the Red Barn Plaintiffs through electronic banking transactions. See e.g., the statement of payments made to NextGear/DSC in Exhibit "B." These actions caused interstate wire communications to occur.

108. The unearned payments debited by NextGear/DSC from the Red Barn Plaintiffs' accounts were accomplished through deceptive means as described herein and constitute a scheme and artifice to defraud.

109. NextGear/DSC executed the scheme and artifice to defraud each and every time it electronically debited money from the Red Barn Plaintiffs' accounts when NextGear/DSC had not actually provided any financing to the auction house for the purchase of the vehicle.

110. Each of these acts constituted an act of wire fraud as provided by Title 18, United States Code, Section 1343.

111. The predicate acts specified above constitute a "pattern of racketeering activity" within the meaning of Title 18, United States Code, Section 1961(5) in which the Defendants have engaged under Title 18, United States Code, Section 1962(c).

112. As a direct and proximate result of these violations of Title 18, United States Code, Section 1962(c), the Red Barn Plaintiffs and other members of the Class have suffered substantial damages. Defendants are jointly and severally liable to the Red Barn Plaintiffs and other members of the Class for treble damages, together with all costs of this action, plus reasonable attorneys' fees as provided pursuant to Title 18, United States Code, Section 1964(c).

VIII. COUNT 2
Conspiracy to Violate RICO (18 U.S.C. § 1962(d))

113. The Red Barn Plaintiffs re-allege and incorporate by reference each and every allegation of the preceding paragraphs in this verified amended complaint with the same force and effect as though fully set forth herein.

114. The Defendants have knowingly and willfully combined, conspired, confederated and agreed together and with others to violate Title 18, United States Code, Section 1962(c) as described above; all in violation of Title 18, United States Code, Section 1962(d).

115. Upon information and belief, the Defendants knew that they were engaged in a

conspiracy to commit the predicate acts, and they knew that the predicate acts constituted racketeering activity, and the participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity. This conduct constitutes a conspiracy to violate Title 18, United States Code, Section 1962(c); all in violation of Title 18, United States Code, Section 1962(d).

116. Upon information and belief, the Defendants agreed to conduct or participate, directly and indirectly, in the conduct, management, and/or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of Title 18, United States Code, Section 1962(c).

117. Each Defendant knew about and agreed to facilitate the Enterprise's scheme and artifice to defraud and to obtain money and property from the Red Barn Plaintiffs and other members of the Class, by means of false and fraudulent pretenses and representations.

118. It was part of the conspiracy that the co-conspirator Defendants would commit a pattern of racketeering activity in the conduct of the affairs of the Enterprise, including those acts listed herein and others known and unknown.

119. As a direct and proximate result of these violations of Title 18, United States Code, Section 1962(c), the Red Barn Plaintiffs and other members of the Class have suffered substantial damages. Defendants are liable to the Red Barn Plaintiffs and other members of the Class for treble damages, together with all costs of this action, plus reasonable attorneys' fees as provided pursuant to Title 18, United States Code, Section 1964(c).

IX. COUNT 3
Breach of Contract

120. The Red Barn Plaintiffs re-allege and incorporate by reference each and every allegation of the preceding paragraphs in this verified amended complaint with the same force and effect as though fully set forth herein.

121. As alleged above, the Red Barn Plaintiffs and other members of the Class entered into contracts titled Demand Promissory Notes and Security Agreements (“Notes”) with NextGear/DSC in various amounts as detailed above, which the Red Barn Plaintiffs and other members of the Class used to purchase vehicles to sell on their used car lots.

122. NextGear/DSC breached these Notes by charging interest and curtailment fees on purchases made by the Red Barn Plaintiffs without actually loaning money against the Red Barn Plaintiffs’ lines of credit provided for by NextGear/DSC.

123. NextGear/DSC made distributions on the lines of credit when it received titles to the vehicles purchased by the Red Barn Plaintiffs at auction instead of paying for the vehicles at the time of auction.

124. NextGear/DSC, however, back-dated its distributions from the Red Barn Plaintiffs’ line of credit to the date the Red Barn Plaintiffs were successful in bidding on vehicles at auction, thereby charging interest and curtailment fees on money that it had not actually lent to the Red Barn Plaintiffs and other members of the Class.

125. By failing to properly perform its obligations, and by charging interest on money that was not actually lent, NextGear/DSC breached the agreement contained in the Notes.

126. The Red Barn Plaintiffs and other members of the Class allege that as a direct and proximate result of NextGear/DSC's fraudulent actions the Red Barn Plaintiffs and other members of the Class have sustained damages in the following non-exclusive particulars:

- a) loss of earnings (past, present, and future);
- b) business interruption;
- c) property loss (to include money);
- d) loss of customers;
- e) loss of goodwill;
- f) devaluation of their businesses;
- g) other pecuniary losses including, but not limited to, attorney fees, costs, and interest;
and
- h) other consequential damages as may be ongoing, as well as any other equitable relief
as this Court deems just and proper.

X. COUNT 4
Constructive Fraud

127. The Red Barn Plaintiffs re-allege and incorporate by reference each and every allegation of the preceding paragraphs in this verified amended complaint with the same force and effect as though fully set forth herein.

128. As more fully set forth in the Introduction and Scheme to Defraud sections above, throughout NextGear/DSC's relationships with the Red Barn Plaintiffs, NextGear/DSC, by and through its Account Executives, such as Stuart LaBauve, Lourdes Givens, Mark Holley, and Sean Tabb, omitted and concealed from the Red Barn Plaintiffs numerous material facts relating to the

Floorplan Agreements, including but not limited to:

- a) The actual interest rates charged to the Red Barn Plaintiffs under the Floorplan Agreements;
- b) The fact that NextGear/DSC did not pay the auction houses for the vehicles purchased by the Red Barn Plaintiffs until NextGear/DSC received the title to the vehicles purchased;
- c) The fact that NextGear/DSC began charging interest and curtailment fees to the Red Barn Plaintiffs from the date of the auction despite the fact that no money had been lent or obligated under the Floorplan Agreements; and
- d) The fact that NextGear/DSC intended to interfere with the business relationships of the Red Barn Plaintiffs if those parties became adverse to NextGear/DSC, by “blacklisting” the Red Barn Plaintiffs with the auction houses at which they routinely purchased used cars as part of their business, as a result of which these auction houses prohibited the Red Barn Plaintiffs from attending and participating in the routine sales of used cars, further economically damaging the Red Barn Plaintiffs and other members of the Class..

129. As set forth more fully in the Introduction section above, on information and belief, throughout NextGear/DSC’s lending relationship with the other members of the Class, NextGear/DSC, through its Account Executives throughout the country, omitted and concealed from the other members of the Class numerous material facts relating to the Floorplan Agreements, including but not limited to the following

- a) The actual interest rates charged to the members of the Class under the Floorplan Agreements;
- b) The fact that NextGear/DSC did not pay the auction houses for the vehicles purchased by the members of the Class until NextGear/DSC received the title to the vehicles purchased;
- c) The fact that NextGear/DSC began charging interest and curtailment fees to the members of the Class from the date of the auction despite the fact that no money had been lent or obligated under the Floorplan Agreements; and
- d) The fact that NextGear/DSC intended to interfere with the business relationships of the members of the Class if they became adverse to NextGear/DSC, by “blacklisting” them with the auction houses at which they routinely purchased used cars as part of their business, as a result of which these auction houses prohibited the Red Barn Plaintiffs from attending and participating in the routine sales of used cars, further economically damaging the Red Barn Plaintiffs and other members of the Class.

130. The above-referenced facts were fraudulently omitted and/or concealed by NextGear/DSC Account Executives, including but not limited to Stuart LaBauve, Lourdes Givens, Mark Holley, and Sean Tabb, at the following times:

- a) As to each of the Red Barn Plaintiffs, at the initial meetings identified in the preceding sections at which the NextGear/DSC Account representatives approached and solicited the Red Barn Plaintiffs to enter into Floorplan Agreements;
- b) As to each of the Red Barn Plaintiffs, throughout their lending relationship with NextGear/DSC, in the course of regular in person, telephone, and email

communications between the NextGear/DSC Account Executives and representatives of the Red Barn Plaintiffs.

- c) As to each of the other members of the Class, on information and belief, at the time of solicitation by NextGear/DSC to enter into Floorplan Agreements; and
- d) As to each of the other members of the Class, on information and belief, throughout the course of their lending relationship with NextGear/DSC, in the course of regular in person, telephone, and email communications between the NextGear/DSC Account Executives and representatives of the other members of the Class.

131. NextGear/DSC owed a duty to the Red Barn Plaintiffs and the other members of the Class to speak regarding and not conceal the material facts set forth above by virtue of the relationship between the parties, including but not limited to the facts that:

- a) NextGear/DSC possessed knowledge not possessed by the Red Barn Plaintiffs and other members of the Class regarding the floorplan agreements and NextGear/DSC's policies and practices; and
- b) NextGear/DSC as the lender enjoyed a superior relationship over the Red Barn Plaintiffs and other members of the Class as borrowers.

132. NextGear/DSC violated that duty by omitting and/or concealing the material facts set forth above from the Red Barn Plaintiffs.

133. On information and belief, NextGear/DSC violated that duty by omitting and/or concealing the material facts set forth above from the other members of the Class.

134. The Red Barn Plaintiffs relied upon the omissions of NextGear/DSC and its Account Executives.

135. On information and belief, the other members of the Class relied upon the omissions of NextGear/DSC and its Account Executives.

136. The Red Barn Plaintiffs suffered injury as a result of the omissions of NextGear/DSC and its Account Executives, including but not limited to paying interest and fees on money that was not actually lent by NextGear/DSC.

137. On information and belief, the other members of the Class suffered injury as a result of the omissions of NextGear/DSC and its Account Executives, including but not limited to paying interest and fees on money that was not actually lent by NextGear/DSC.

138. NextGear/DSC gained an advantage at the expense of the Red Barn Plaintiffs, including but not limited to by taking money from the Red Barn Plaintiffs under the false pretense of “interest and curtailment fees” on money not lent.

139. On information and belief, NextGear/DSC gained an advantage at the expense of the other members of the Class, including but not limited to by taking money from the other members of the Class under the false pretense of “interest and curtailment fees” on money not lent.

XI. COUNT 5

Tortious Interference with Business Relationships

140. The Red Barn Plaintiffs re-allege and incorporate by reference each and every allegation of the preceding paragraphs in this verified amended complaint with the same force and effect as though fully set forth herein.

141. The Red Barn Plaintiffs established and maintained valid business relationships with multiple auction houses in and around their respective business operations to include, but not limited to, within the states of Louisiana, Mississippi, Virginia, Kentucky, and Missouri.

142. The Red Barn Plaintiffs maintained these valid business relationships throughout their respective existence in the used car sales industry as a critical component to their respective business operations.

143. The Red Barn Plaintiffs relied upon these business relationships in order to purchase used cars which the Red Barn Plaintiffs, in turn, held for sale and sold at their own used car lots.

144. NextGear/DSC knew of these valid business relationships held and maintained by the Red Barn Plaintiffs with these multiple auction houses.

145. After NextGear/DSC illegally defrauded the Red Barn Plaintiffs as detailed above, NextGear/DSC then intentionally interfered with these valid business relationships held and maintained by the Red Barn Plaintiffs by “blacklisting” the Red Barn Plaintiffs with these auction houses, as a result of which these auction houses prohibited the Red Barn Plaintiffs from attending and participating in the routine sales of used cars, further economically damaging the Red Barn Plaintiffs and other members of the Class.

146. After NextGear/DSC illegally defrauded the Red Barn Plaintiffs as detailed above, NextGear/DSC actively attempted to prohibit the Red Barn Plaintiffs from participating in auctions held at these multiple auction houses in addition to prohibiting the Red Barn Plaintiffs from participating in auctions operated by Manheim auctions, a division of Defendant Cox Automotive, Inc. (NextGear’s parent company).

147. As part of their injurious activity, NextGear/DSC used the power and influence it maintains in the used car industry to include, but not limited to, its parent company, Defendant Cox Automotive, Inc. and Manheim auctions.

148. NextGear/DSC intentionally interfered without justification with these valid business relationships held and maintained by the Red Barn Plaintiffs.

149. NextGear/DSC's intentional interference with these valid business relationships held and maintained by the Red Barn Plaintiffs was the proximate cause of the loss or impairment of the Red Barn Plaintiffs' business relationship with multiple auction houses in and around their respective business operations to include, but not limited to, the states of Louisiana, Mississippi, Virginia, Kentucky, and Missouri.

XII. COUNT 6
Unjust Enrichment

150. The Red Barn Plaintiffs re-allege and incorporate by reference each and every allegation of the preceding paragraphs in this verified amended complaint with the same force and effect as though fully set forth herein.

151. By charging and collecting interest from the Red Barn Plaintiffs on money that was not lent, Cox Enterprises, Inc., Cox Automotive, Inc., and NextGear/DSC were unjustly enriched at the expense of the Red Barn Plaintiffs and other members of the Class.

152. Thus, the Red Barn Plaintiffs and other members of the Class were unjustly deprived of the money and property unjustly taken from them by NextGear/DSC as detailed above.

153. The Red Barn Plaintiffs and other members of the Class seek restitution from the Defendants, and seek an order of this Court disgorging all profits, benefits, and other compensation obtained by the Defendants from their wrongful conduct.

XIII. DAMAGES

154. In addition to the damages alleged above, the Red Barn Plaintiffs and other

members of the Class, allege that as a direct and proximate result of the fault of the Defendants herein, and each of them, Red Barn Plaintiffs and other members of the Class, have sustained damages in the following non-exclusive particulars:

- a) loss of earnings (past, present, and future);
- b) business interruption;
- c) property loss (to include money);
- d) loss of customers;
- e) loss of goodwill;
- f) devaluation of the business;
- g) depreciation on illegally seized vehicles;
- h) other pecuniary losses including, but not limited to, attorney fees, costs, and interest;
and
- i) other consequential damages as may be ongoing, as well as any other equitable relief
as this Court deems just and proper.

XIV. PRAYER FOR RELIEF

WHEREFORE, the Red Barn Plaintiffs and other members of the Class, respectfully pray for the following relief:

- a) Certification of this action as a class action, pursuant to Fed. R. Civ. P. 23, appointment of Plaintiff Red Barn as representative of the Class, and appointment of Plaintiff's counsel as Class Counsel;
- b) Enter joint and several judgments against Defendants in favor of the Red Barn Plaintiffs and the Class;

- c) A finding that Defendants' wrongful conduct alleged herein violated the laws set forth above, and an award for all measure of damages allowable under such laws, in an amount to be determined at trial, plus costs of suit, including reasonable attorney's fees and litigation expenses;
- d) Grant the Red Barn Plaintiffs and the Class equitable relief in the nature of disgorgement and restitution to remedy Defendants' unjust enrichment;
- e) Grant the Red Barn Plaintiffs and the Class an award for damages and, where applicable, treble, multiple, punitive, and/or other damages, in such an amount to be determined at trial and as provided by applicable law;
- f) Grant the Red Barn Plaintiffs and the Class injunctive relief requiring Defendants to cease and desist from engaging in the unlawful, unfair, and fraudulent practices alleged herein;
- g) An order awarding declaratory relief, retrospective and prospective injunctive relief as permitted by law or equity, including enjoining Defendants from continuing the unlawful practices as set forth herein;
- h) Grant the Red Barn Plaintiffs and the Class pre-judgment and post-judgment interest on all damages;
- i) Grant the Red Barn Plaintiffs and the Class costs of suit, including reasonable attorneys' fees and litigation expenses as provided by law; and
- j) Grant the Red Barn Plaintiffs and the Class all such other and further relief as necessary to correct Defendants' unlawful conduct, and as the Court deems just and proper under the circumstances.

XV. JURY DEMAND

Pursuant to Federal Rules of Civil Procedure 38(b), the Red Barn Plaintiffs request a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Cassie E. Felder

CASSIE E. FELDER (La. Bar No. 27805)

Pro Hac Vice

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**COUNSEL FOR PLAINTIFFS AND
THE PROPOSED CLASS**

CERTIFICATE OF SERVICE

I hereby certify that I have on this 11th day of March, 2016, served a copy of the foregoing upon all counsel of record by CM/ECF filing.

/s/ James M. Garner _____

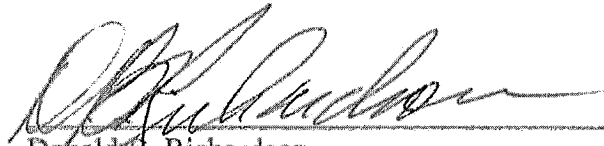
VERIFICATION

STATE OF LOUISIANA

PARISH OF Livingston

BEFORE ME, the undersigned Notary Public, personally came and appeared Donald B. Richardson, owner of Red Barn Motors, Inc., who, after being duly sworn, did depose and say as follows:

That in his capacity as owner of Red Barn Motors, Inc., he has read all the facts, assertions, allegations, and statements contained in attached Amended Complaint; that all the facts, assertions, allegations, and all other statements contained in the Amended Complaint are true and correct to the best of his knowledge, information, and belief; and that this Verification shall serve as due proof of any statement of claim needed or required by law.



Donald B. Richardson
Owner of Red Barn Motors, Inc.

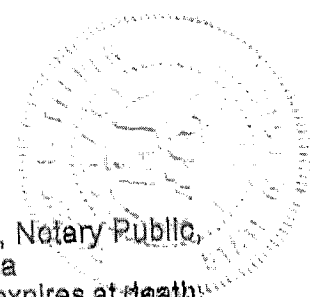
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 8th DAY OF January, 2016.

NOTARY PUBLIC

Print Name: Cassie Felder

My commission expires on: at death


Cassie E. Felder, Notary Public,
State of Louisiana
My Commission expires at death:
La. Bar Roll #27805


VERIFICATION

STATE OF VIRGINIA

COUNTY OF City of Chesapeake

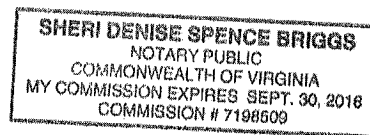
BEFORE ME, the undersigned Notary Public, personally came and appeared Nicol Zenia Perry, owner of Platinum Motors, Inc., who, after being duly sworn, did depose and say as follows:

That in her capacity as owner of Platinum Motors, Inc., she has read all the facts, assertions, allegations, and statements contained in attached Amended Complaint; that all the facts, assertions, allegations, and all other statements contained in the Amended Complaint are true and correct to the best of her knowledge, information, and belief; and that this Verification shall serve as due proof of any statement of claim needed or required by law.



Nicol Zenia Perry
Owner of Platinum Motors, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 8th DAY OF JAN, 2016.




NOTARY PUBLIC

Print Name: Sheri Denise Spence Briggs

My commission expires on: 9/30/2016

VERIFICATION

STATE OF KENTUCKY

COUNTY OF _____

BEFORE ME, the undersigned Notary Public, personally came and appeared Barry Mattingly, owner of Mattingly Auto Sales, Inc., who, after being duly sworn, did depose and say as follows:

That in his capacity as owner of Mattingly Auto Sales, Inc. he has read all the facts, assertions, allegations, and statements contained in attached Amended Complaint; that all the facts, assertions, allegations, and all other statements contained in the Amended Complaint are true and correct to the best of his knowledge, information, and belief; and that this Verification shall serve as due proof of any statement of claim needed or required by law.

Barry Mattingly
Barry Mattingly
Owner of Mattingly Auto Sales, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 7 DAY OF JAN, 2016.

Denise Mattingly
NOTARY PUBLIC
Print Name: Denise Mattingly

My commission expires on: 10-24-2017

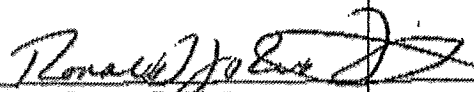
VERIFICATION

STATE OF MISSOURI

COUNTY OF JACKSON

BEFORE ME, the undersigned Notary Public, personally came and appeared Ronald Jerome Reid, Jr., owner of Young Executive Management & Consulting Services, Inc., who, after being duly sworn, did depose and say as follows:

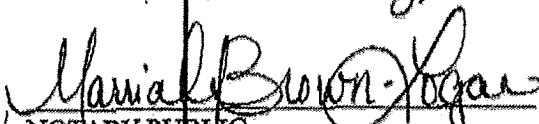
That in his capacity as owner of Young Executive Management & Consulting Services, Inc. he has read all the facts, assertions, allegations, and statements contained in attached Amended Complaint; that all the facts, assertions, allegations, and all other statements contained in the Amended Complaint are true and correct to the best of his knowledge, information, and belief; and that this Verification shall serve as due proof of any statement of claim needed or required by law.



Ronald Jerome Reid, Jr.
Owner of Young Executive Management &
Consulting Services, Inc.

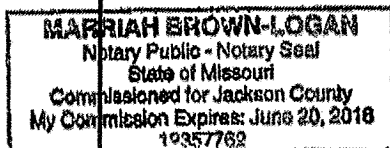
SWORN TO AND SUBSCRIBED BEFORE ME

THIS 8th DAY OF January, 2016.



NOTARY PUBLIC
Print Name: Mariah Brown-Logan

My commission expires on: June 20, 2016



DEMAND PROMISSORY NOTE
AND SECURITY AGREEMENT

TO: Dealer Services Corporation
1320 City Center Drive
Suite 100
Carmel, IN 46032

FOR VALUE RECEIVED, the undersigned dealer ("Dealer") promises to pay to the order of Dealer Services Corporation, a Delaware corporation ("DSC"), with its principal office at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032 or such other place as DSC may designate in writing, in lawful money of the United States of America, the principal sum of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (the "Credit Limit") or such greater or lesser sum which may be advanced from time to time, together with all costs, interest, fees, and expenses as provided for under this Note.

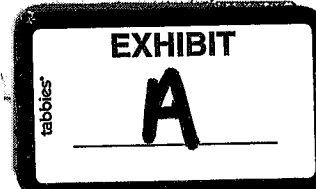
NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. DEFINITIONS: Capitalized terms used in this Note without definition shall have the respective meanings as set forth below. All other terms in this Note shall be defined by the meanings provided for in the Uniform Commercial Code as provided for herein.

- (a) "Advance" shall mean any loan or payment in any amount made pursuant to this Note by DSC to Dealer or on Dealer's behalf to any third party.
- (b) "ACH" shall mean all payments by, or on behalf of, Dealer to DSC made via a nationwide electronic funds transfer network processing electronic debit entries from Dealer's bank accounts.
- (c) "Base Rate" shall mean the greater of that variable rate of interest or that fixed rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 5.00%.
- (d) "Boarding Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.
- (e) "Check" shall mean all payments by, or on behalf of, Dealer to DSC not made in cash, via certified funds, wire transfer or ACH.
- (f) "Collateral" shall have the meaning set forth in Paragraph 2 of this Note.
- (g) "Contract Rate" shall mean that rate of interest as stated on Dealer's Term Sheet. Additionally, in the event no Term Sheet is executed and effective, then 4.25%.
- (h) "Credit Limit" shall mean the maximum amount Dealer may borrow at any one time under this Note.
- (i) "Credit Line" shall mean Dealer's DSC floorplan line of credit pursuant to and under this Note.
- (j) "Dealer's Place of Business" shall mean that place where the Collateral and Dealer's books and records are kept, where Dealer's operations are conducted from and/or if Dealer is a legally recognized business entity where Dealer's registered office is located.
- (k) "Dealer's Home Branch" shall mean the DSC branch location for which Dealer's DSC Credit Line is assigned to by DSC for servicing and administration.
- (l) "Default Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 8%.
- (m) "DSC Administrative Fee" shall mean any fee charged by DSC to Dealer for any service or process requested by Dealer or unilaterally undertaken by DSC, reasonable or necessary to administer or monitor the Credit Line, that is not a Floorplan Fee or DSC Universal Fee.
- (n) "DSC Financed Inventory" shall mean any Unit now or hereafter acquired or retained by Dealer pursuant to an Advance under this Note. DSC Financed Inventory includes Purchase Money Inventory.
- (o) "DSC Lease Program" shall mean any DSC program offered to Dealer designed to allow Dealer to obtain an Advance for a Unit which is the subject of a Dealer originated and owned consumer lease transaction.
- (p) "DSC Published Rate, Fee and Term Schedule" shall mean that current schedule of universal interest rates and fees assessed by DSC, including DSC Universal Fees, late fees, fees relating to returned checks or ACH payments due to insufficient funds,

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DSC Account # 61099



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the Base Rate, Risk Rate and Default Rate and notice of amendments to Terms and Conditions published by DSC via posting such schedule of such universal rates and fees and notice of amendment to Terms and Conditions at www.discoverdsc.com and posted at each DSC branch office or location.

- (q) "DSC Universal Fee" shall mean any published fee as stated in the DSC Published Rate, Fee and Term Schedule charged by DSC to Dealer.
- (r) "Equipment" shall mean all goods other than Inventory held for sale, lease, or daily rental by Dealer in the ordinary course of business.
- (s) "Event of Default" shall have the meaning set forth in Paragraph 6 of this Note.
- (t) "Extension" shall mean that grant by DSC to Dealer of additional time that an Advance for an item of DSC Financed Inventory becomes due and payable.
- (u) "Floorplan Fee" shall mean the fee charged by DSC to Dealer set forth on the Term Sheet for each individual item of DSC Financed Inventory. Additionally, in the event no Term Sheet is executed and effective, then the Floorplan Fee shall be equal to One Hundred Fifty Dollars (\$150.00).
- (v) "GPS Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for the global positioning system supplied for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.
- (w) "Interest" shall mean the aggregate rate of interest which accrues on all Liabilities owed by Dealer to DSC under or arising out of this Note by combining the Base Rate plus the applicable Contract Rate, Risk Rate or Default Rate.
- (x) "Inventory" shall mean all Units held by Dealer for wholesale or retail sale, lease, or rent or leased by Dealer. Inventory includes DSC Financed Inventory.
- (y) "Liabilities" shall mean any and all Advances, debts, DSC Financed Inventory Liabilities, financial obligations, DSC Administrative Fees, DSC Universal Fees, Interest, Floorplan Fees, NSF fees, late fees, charges, expenses, attorney fees, costs of collection, covenants, and duties owing, arising, due or payable from Dealer to DSC of any kind or nature, present or future, under any instrument, guaranty, or other document whether arising under this Note or any other agreement, whether directly or indirectly (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising and however acquired.
- (z) "Maturity Date" shall mean the date an Advance for an item of DSC Financed Inventory becomes due and payable. In the event the Maturity Date relating to a specific Advance for an item of DSC Financed Inventory becomes due and payable falls on a federal banking holiday, Saturday or Sunday, the Maturity Date for such specific Advance shall be the next business date subsequent to such federal banking holiday, Saturday or Sunday.
- (aa) "MSO" shall mean the manufacturer's certificate of origin or other document evidencing ownership of a Unit issued by the manufacturer of the Unit.
- (bb) "Note" shall mean this Demand Promissory Note and Security Agreement and all present and future amendments, modifications and addendums referenced herein.
- (cc) "Period" shall mean that number of days set forth in the Term Sheet, beginning on the date of an Advance and ending on the Maturity Date, and any extension thereto, that an item of DSC Financed Inventory will be financed by DSC to Dealer pursuant to the terms of this Note. Additionally, in the event no Term Sheet is executed and effective, then the Period shall be Thirty (30) days.
- (dd) "Purchase Money Inventory" shall mean a Unit acquired by Dealer pursuant to an Advance under this Note.
- (ee) "Risk Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 6%.
- (ff) "Shortage" shall mean the difference between a payment received by DSC and the amount owing, arising, due, or payable from Dealer to DSC with respect to a specific Advance for a specific item of DSC Financed Inventory.
- (gg) "Terms and Conditions" shall mean all provisions of this Note with the exception of terms specifically relating to Dealer's Floorplan Fees and Contract Rate and any other term referenced in Dealer's Term Sheet.
- (hh) "Term Sheet" shall mean the addendum to this Note, as modified from time to time, which indicates specific terms regarding Dealer's Credit Limit, Floorplan Fees, Contract Rate of Interest, Period, principal reduction, and Number of Maturity Date Extensions.

- (ii) "Title" shall mean the certificate of title or other document evidencing ownership of a Unit issued by a duly authorized state, province or government agency.
- (jj) "UCC" shall mean the Uniform Commercial Code as enacted in the State where the Collateral is located.
- (kk) "Unit" shall mean any manufactured item, including vehicles for which a certificate of title or a MSO exists which is the subject of an Advance by DSC to Dealer under this Note.
- (ll) "Vehicle Service Contract Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for the service contract supplied for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.

2. GRANT OF SECURITY INTEREST: In order to secure full and prompt payment of all Liabilities and performance of all obligations of Dealer to DSC, Dealer hereby:

- (a) Grants to DSC, together with its subsidiaries, affiliates and assigns, a continuing security interest in all of Dealer's assets and properties, wherever located, including without limitation, all Equipment of any kind or nature, all vehicles, vehicle parts, all Inventory now owned or hereafter acquired, without limitation, DSC Financed Inventory now owned or hereafter acquired, and all additions, accessions, accessories, replacements, and proceeds thereof; all documents, accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Dealer together with the proceeds thereof; all of Dealer's books and records relating to the foregoing ("Collateral"). This security interest is given to DSC to secure Dealer's Liabilities to DSC under this Note, as may be amended from time to time, all without relief from valuation or appraisal laws.
- (b) Agrees to execute and deliver such financing statements and amendments thereto as DSC shall require from time to time.

3. INTEREST RATE. Interest shall accrue on all Dealer Liabilities in accordance with the following:

- (a) All outstanding Liabilities under this Note shall accrue interest (based upon a 360 day year), on a per annum basis and shall be compounded daily at the Base Rate plus the applicable Contract Rate, Risk Rate, or Default Rate until paid in full.
- (b) The Contract Rate stated on Dealer's Term Sheet plus the Base Rate shall be the applicable rate of Interest accruing on all Dealer Liabilities, so long as there has not been a breach by Dealer of any representation or warranty made by Dealer under this Note, a breach by Dealer of any covenant or credit term required under this Note, or an event of default by Dealer under this Note.
- (c) In the event a breach of any representation or warranty made by Dealer under Paragraphs 3 or 4 of this Note occurs, or a breach by Dealer of a covenant or credit term required under Paragraph 4 or Paragraph 5 of this Note, the applicable rate of Interest accruing on all Dealer Liabilities shall be the Base Rate plus the Risk Rate.
- (d) In the event that an Event of Default occurs as defined in Paragraph 6 of this Note, the applicable rate of Interest accruing on all Dealer Liabilities shall be the Base Rate plus the Default Rate.
- (e) The Base Rate, Risk Rate or Default Rate may be amended or modified by DSC in DSC's sole discretion by posting such amendment or modification on the DSC Published Base Rate and Fee Schedule. However, DSC may only increase the Base Rate, Risk Rate or Default Rate by 100 basis points in any one 30-day period.

4. DEALER'S REPRESENTATIONS, WARRANTIES AND COVENANTS: In order to induce DSC to make Advances hereunder, Dealer hereby represents, covenants and warrants:

- (a) To sell, lease or rent DSC Financed Inventory only in the ordinary course of Dealer's business, and not to dispose of such DSC Financed Inventory, except as herein provided.
- (b) To keep DSC Financed Inventory only at Dealer's Place of Business and not to remove said DSC Financed Inventory from such place for a period exceeding twenty-four (24) hours, unless such item of DSC Financed Inventory is the subject of a DSC Lease Program Advance, or otherwise authorized in writing by DSC.
- (c) To keep DSC Financed Inventory in good repair and insured against all physical risks in such amounts and under such policies issued by such insurance company as are deemed necessary and satisfactory by DSC. DSC shall be named "loss payee" to the extent DSC's interest may appear. In the event Dealer fails to procure, maintain or provide proof of such insurance coverage, DSC may, in its sole discretion, purchase necessary insurance to protect its interests and collect the costs from Dealer pursuant to the terms of this Note. Dealer understands and agrees that DSC has an insurable interest in Dealer's Collateral, including but not limited to, DSC Financed Inventory, by virtue of Dealer's pledge of Dealer's Collateral as security to DSC as defined above, for the repayment of all Liabilities by Dealer to DSC under this Note.
- (d) To keep DSC Financed Inventory which is the subject of DSC Lease Program Advance (i) covered by an adequate service contract or warranty acceptable to DSC and provided by an approved DSC Vendor, DSC Financed Inventory(ii) equipped

with a functioning global positioning and starter interrupt system ("GPS") unit that is acceptable to DSC and provided by an approved DSC vendor; (iii) DSC Financed Inventory covered by a contingent liability insurance policy that is acceptable to DSC and provided by an approved DSC Vendor DSC Financed Inventory; and (iv) covered by Dealer's customer's insurance policy for all physical risks and naming DSC as additional insured and loss payee on the customer's insurance certificate.

- (e) To keep DSC listed as lienholder on the certificate of title for each DSC Financed Inventory which is the subject of DSC Lease Program Advance.
- (f) To keep the lease for each DSC Financed Inventory which is the subject of DSC Lease Program Advance placed with a third party servicer that is acceptable to DSC.
- (g) To keep at all times complete and accurate records of Dealer's business and to provide DSC upon demand copies of such records and financial information regarding Dealer's business and financial condition as DSC may reasonably request. Dealer authorizes DSC to share such information and any other information relating to Dealer's transaction with DSC to any and all persons or parties as DSC deems necessary.
- (h) To allow DSC and its representatives to inspect the DSC Financed Inventory during normal business hours and at other reasonable times and to inspect and make copies of Dealer's books and records. Dealer shall pay DSC upon demand for the costs and expenses incurred by DSC or its representatives with such inspections of Dealer's books and records and audits of Dealer's DSC Financed Inventory.
- (i) To hold all amounts received from the sale of an item of DSC Financed Inventory in the form as received in trust for the sole benefit of and for DSC, and to remit such funds satisfying all amounts due DSC and owing by Dealer for the sold item of DSC Financed Inventory within 24 hours of receipt of such funds.
- (j) That DSC may hold any sums or money belonging to or payable to Dealer and apply the same to any outstanding Liabilities of Dealer.
- (k) That any statement of Dealer's account furnished to Dealer by DSC, to the extent no objection is made in writing by Dealer within 30 days after receipt of such statement, shall constitute a definitive statement of Dealer's Credit Line and Liabilities as of the date of the statement and shall be binding upon Dealer.
- (l) To refrain from paying or declaring any dividends or distributions, redeeming of any capital stock, repaying subordinate debt or other loans to any principal or guarantor of Dealer's Business, during anytime a Liability exists from Dealer to DSC.
- (m) To pay immediately and remain current with all levied taxes, assessments, charges and expenses which may now or hereinafter be levied or assessed against the Collateral and business. DSC may, in its sole discretion, pay such taxes, assessments, charges and expenses to protect its interests and thereafter collect the costs from Dealer pursuant to the terms of this Note.
- (n) That Dealer has obtained all necessary permits and licenses pursuant to local, state and federal law required to operate its business as a wholesale or retail seller, lessor or renter of the DSC Financed Inventory and has complied with all filing requirements to operate as the entity or business type on record with the appropriate governmental office(s).
- (o) That no legal, arbitration, or administrative proceedings are pending or threatened against Dealer which could reasonably affect the Collateral or which materially and adversely affect the properties, business, prospects, or condition, financial or otherwise, of the Dealer or Dealer's ability to honor its obligations hereunder.
- (p) That all payments made by Dealer to DSC via check or ACH, at the time of issuance, are written or drawn upon an account that contains immediately available funds sufficient to cover the dollar amount of the check or ACH.
- (q) That Dealer's legal name and address as they appear in Paragraph 16 of this Note are accurate and complete.
- (r) That Dealer shall immediately notify DSC in writing of any change in Dealer's legal name, address, business type, ownership, management or control and shall execute any documents necessary at DSC's request to bring Dealer into compliance with this Note.
- (s) That Dealer and all guarantors are legally competent and have authority to enter into and execute this Note and any and all other documents.
- (t) That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions applicable to Dealer's DSC Credit Line, whether such terms and conditions are contained in the Term Sheet or this Note.
- (u) That Dealer expressly authorizes and agrees to accept all mailings, facsimile transmissions and telephonic transmissions from DSC including, but not limited to, Credit Line information and promotional materials.
- (v) That Dealer may have an account with DSC where information can be accessed and transmissions can be sent through DSC's website located at www.discoverdsc.com. Dealer shall have the means to control access to the account information by

passwords and a dealer account number in accordance with policies and procedures set forth by DSC. To participate, Dealer shall execute all documents required by DSC to register for such additional service and shall abide by DSC's policies and procedures set forth therein. Dealer agrees such documents shall be incorporated herein by reference and made part of this Note.

- (w) That Dealer shall use Advances solely for business purposes and not for personal, family or household purposes. This means, among other things, that Dealer may not use Advances to purchase a vehicle to be used for Dealer's personal, family or household purposes.

5. CREDIT TERMS AND PROCEDURES:

- (a) The decision to make an Advance to Dealer is the exclusive right of DSC, and Dealer understands that DSC may refuse to make an Advance at any time, with or without cause and without prior notice to Dealer or any guarantors of such decision. Dealer is not obligated to finance any Inventory through DSC. If Dealer's Place of Business is in California, the amount of the first Advance under this Note must be at least \$5,000.00.
- (b) All Dealer requests to DSC for an Advance for the purpose of acquiring Purchase Money Inventory with DSC funds, or financing previously-acquired Inventory with DSC funds must include a copy of the bill of sale for any Unit which is the subject of the request, indicating the actual purchase price and vendor, a completed Odometer Disclosure Statement, and the Unit's certificate of title showing that it has been duly assigned to Dealer. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (c) DSC is not required but may make, without notice to Dealer and without regard to the Dealer's Credit Limit, Advance on Dealer's behalf, for any Liability to a third party at any time Dealer is in default under the terms of this Note. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (d) Dealer must be in complete compliance with this Note before an Advance request will be approved by DSC. Additionally, DSC may require certain other information from Dealer to be submitted on a certified and sworn affidavit including, but not limited to, a statement that Dealer has not used any Advance for any other purpose than its originally requested and verified purpose.
- (e) Dealer shall pay all liabilities to DSC at the offices of DSC, on demand and without notice, with respect to an item of DSC Financed Inventory on the earlier of: (a) twenty-four (24) hours from the time Dealer receives payment by or on behalf of the purchaser of an item of DSC Financed Inventory; (b) forty-eight (48) hours after the disposition by sale or otherwise of an item of DSC Financed Inventory; or (c) the Maturity Date. DSC shall apply such payments to the DSC Financed Inventory Liabilities incurred from said item of DSC Financed Inventory. Notwithstanding anything herein to the contrary, if, after the disposition by sale or otherwise and subsequent payment to DSC as delineated above, a Shortage exists between any payments received by DSC and the DSC Financed Inventory Liability with respect to an item of DSC Financed Inventory, that Shortage shall be considered a Liability owed by Dealer to DSC and secured with Collateral other than DSC Financed Inventory. Dealer shall pay to DSC at the offices of DSC all other Liabilities, on demand and without notice. The order and method of application of such payments of the Liabilities shall be in the discretion of DSC. Payments received by DSC after 5 pm as measured by Dealer's Home Branch shall be applied the next business day.
- (f) If Dealer is in compliance with all other provisions of this Note, DSC may, in its sole discretion, permit an Extension of the Maturity Date relative to an item of DSC Financed Inventory, upon the payment of Shortage, Interest, Floorplan Fee(s) and a principal reduction of the outstanding Advance relating to such item of DSC Financed Inventory pursuant to this Note and as established in the Term Sheet.
- (g) So long as Dealer is not in default of this Note, Dealer may sell DSC Financed Inventory to bona fide buyers in the ordinary and regular course of Dealer's business, but nothing herein shall be deemed to waive or release any interest DSC may have hereunder or under any other agreement in any proceeds or replacements of the DSC Financed Inventory. Upon the sale of any specific item of DSC Financed Inventory, Dealer shall hold the amount received from the disposition of such DSC Financed Inventory in Trust for the benefit of DSC, and Dealer shall pay to DSC, in accordance with this Note, an amount equal to the unpaid balance of the Liabilities relating to such specific item of DSC Financed Inventory.
- (h) Dealer shall allow DSC's officers, employees, agents, attorneys, designees and representatives access to Dealer's books and records at the Dealer's Place of Business to conduct an audit of Dealer's DSC Financed Inventory. Dealer shall be responsible for and agrees to pay all of DSC's expenses in conducting such audit.
- (i) Upon request by Dealer to obtain, for a legitimate business purpose, the Title to a specific item of DSC Financed Inventory held by DSC, DSC may consider said request and, in DSC's sole discretion, grant such request. In the event DSC grants such request, Dealer must deliver to DSC a check or draft which is signed and dated on the date as of which the Dealer takes physical custody of the subject Title in an amount equal to the Liability relating to such specific item of DSC Financed Inventory. The subject Title must be returned to DSC within the time period established by DSC or any outstanding Liability relating to any such Advance for such specific items of DSC Financed Inventory shall become immediately due and payable, and DSC may deposit or present such check or draft for payment in partial or whole satisfaction thereof, whichever the case may be.

- (j) To protect DSC's interest, Dealer authorizes DSC to obtain credit information from a credit bureau, and any financial institutions or trade creditor that Dealer has provided, as well as other credit investigation that DSC in DSC's sole discretion deems necessary. Dealer also authorizes DSC to contact any third parties to disclose information, including information contained in the DSC application, for the purpose of, among other things, obtaining intercreditor agreements and perfection of DSC's security interest. Further, if Credit Line is granted, Dealer authorizes DSC to review Dealer's account periodically, which may include obtaining additional credit reports.
- (k) Dealer's account is subject to "NSF" fees in the amount stated in the DSC Published Rate, Fee and Term Schedule or maximum amount permitted by law for each check or ACH issued by Dealer which is subsequently returned for insufficient funds, in addition to any charge or fee imposed by Dealer's and/or DSC's depository institution.
- (l) DSC may process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution. By submitting a check for payment, you authorize DSC to initiate an electronic debit from your bank account. When DSC processes your check electronically, your payment may be debited from your bank account as soon as the same day we receive your check and you will not receive that cancelled check with your bank account statement.
- (m) Dealer's account is subject to a late fee charge in the amount stated in the DSC Published Rate, Fee and Term Schedule or the maximum amount permitted by law for any item of DSC Financed Inventory that Dealer fails to remit payment under this Note when due. Dealer acknowledges and agrees that the late fee charged by DSC is a reasonable estimate of DSC's probable losses due to the delay, inconvenience, and administrative expenses associated with a late payment. Dealer's account is subject to DSC Administrative Fees. Dealer acknowledges and agrees that any such DSC Administrative Fee charged by DSC is permitted under this Note and consents to the assessment of any such DSC Administrative Fee to Dealer's account. Dealer further acknowledges and agrees that DSC Administrative Fees are subject to business and market conditions and may be adjusted unilaterally by DSC without notice to Dealer and at DSC's sole discretion.
- (n) DSC maintains and publishes the "DSC Published Rate, Fee and Term Schedule" via posting the same on www.discoverdsc.com and in each DSC branch location. All such rates, fees and such amendments to the Terms and Conditions are published therein and incorporated herein by reference and made a part of this Note. With the exception of DSC Administrative Fees and Floorplan Fees, the rates and fees applied to Dealer's Liabilities under this Note and the amended Terms and Conditions stated therein shall be the applicable rates and fees and amendments to the Terms and Conditions most recently published on the DSC Published Rate, Fee and Term Schedule. DSC may amend the rates and fees and amend the Terms and Conditions from time to time at DSC's sole discretion and without additional Notice to Dealer other than the publication of such amendments on www.discoverdsc.com.
- (o) Dealer waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and expressly agrees that this Note and all payments coming due under it may be extended or modified, from time to time without in any way affecting Dealer's liability under this Note. Dealer understands that this Note matures upon issuance, and that DSC may, at any time, and without notice to Dealer, with or without cause, demand that the Note be immediately paid in full. The demand nature of this Note does not limit DSC's election of remedies upon a default by Dealer. At DSC's option, DSC may reference a term of default for the purpose of permitting DSC to receive interest at the Default Rate. It is agreed that DSC may demand partial payments under this Note, and said partial demand shall not change DSC's rights under this Note.

6. EVENT OF DEFAULT: The occurrence of any of the following events shall be considered an event of default under this Note ("Event of Default"):

- (a) The Dealer fails to perform any of its obligations, undertakings or covenants under this Note, fails to adhere to a credit term under this Note, including but not limited to, failure to make payment upon maturity or upon demand of any outstanding Liability under this Note; or
- (b) Any warranty or representation made by the Dealer proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished by Dealer to DSC proving to have been false or misleading in any material respect when made or delivered; or
- (c) Any damage or destruction of a substantial part of the Collateral occurs and appropriate insurance naming DSC as "Loss Payee" is not in effect; or
- (d) The Dealer becomes insolvent or consents to the appointment of a trustee, receiver or other custodian for the Dealer or any property thereof, or makes a general assignment for the benefit of creditors; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or a dissolution or liquidation proceeding is commenced in respect of the Dealer; or
- (e) Any material change in the management, ownership or control of Dealer; or
- (f) The voluntary or administrative dissolution, death or incompetence of Dealer or any Guarantor of this Note; or
- (g) Any change in the financial condition of Dealer or Guarantor(s) that DSC in good faith deems adverse; or

- (h) DSC in good faith deems itself insecure for any reason,
- (i) Dealer has failed to maintain compliance with Dealer's obligations in paragraph 4 (c) of this Note relating to any DSC Financed Item of Inventory that is the subject of a lease contract between Dealer and Dealer's customer,
- (j) Dealer has defaulted under any other written agreement entered into by and between DSC and Dealer.

7. **RIGHTS AND REMEDIES:** Upon an event of default, DSC may, at its option and without notice, exercise any of the following rights in a separate, successive or concurrent fashion and such exercise of any right shall not preclude pursuit of other rights and remedies at a later time:

- (a) Demand immediate payment of all Liabilities under this Note and all other indebtedness owed to DSC by Dealer. DSC shall have all the rights and remedies available hereunder, at law or in equity, including without limitation, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the jurisdiction where the Collateral is kept. These rights and remedies include the right to cancel any unfunded Advances, to enter into Dealer's premises with or without legal process, but without force, and to take possession and remove the Collateral. At DSC's request and to the extent Dealer may lawfully do so, Dealer shall assemble, prepare for removal and make available to DSC at a place designated by DSC which is reasonably convenient for DSC and Dealer, such items of Collateral as DSC may deem sufficient to cover all Dealer's Liabilities to DSC; and
- (b) Initiate proceedings to appoint a receiver in any court of competent jurisdiction. Dealer waives the right to notice and hearing of the appointment of a receiver and consents to the appointment without requiring DSC to post a bond; and
- (c) To the extent allowed by law, Dealer gives consent to DSC to proceed in any action to collect on or execute against any and all bonds that Dealer has posted with any governmental authorities; and
- (d) Without limiting the foregoing, DSC may take control of any funds generated by the Collateral, and in DSC's name or Dealer's name, demand, collect, receipt for, settle, compromise, sue for, repossess, accept returns of, foreclose or realize upon any Collateral. Dealer waives any and all rights it may have to notice prior to seizure by DSC of any Collateral. Dealer agrees that private sale of any item financed by DSC at the amount owed to DSC on that item, less costs reasonably incurred by DSC in preparation of disposition of the Collateral, shall be a commercially reasonable method of disposition of the Collateral. Dealer shall be liable to DSC for any deficiency resulting from DSC's disposition of the Collateral. Dealer agrees that the Collateral is of the type customarily sold on a recognized market and that DSC therefore has no obligation to notify Dealer prior to a sale. However, Dealer agrees that ten (10) days prior written notice of public sale date or the date after which a private sale may occur shall be reasonable notice. DSC shall not be responsible for the accuracy or validity of any document or for the existence or value of any Collateral. DSC shall not be required to marshal any assets in favor of Dealer. DSC has no obligation to pursue any third person for any Liability or obligation owed to Dealer. Dealer further agrees to pay reasonable attorney fees and collection costs incurred by DSC in enforcing this Note after an event of default by Dealer. To the extent not prohibited by law, Dealer waives all appraisal, valuation, anti-deficiency, homestead, exemption or usury laws now or hereafter in effect and releases all right to appeal after payment in full.

8. **POWER OF ATTORNEY:** Dealer shall execute an irrevocable Power of Attorney in DSC's favor and such Power of Attorney shall be incorporated herein by reference and made a part of this Note.

9. **GURANTY(IES):** Dealer shall cause each owner of Dealer to execute an Individual Personal Guaranty. If Dealer is owned in whole or in part by a legally recognized business entity or trust, then Dealer shall cause said entity or trust to execute a Guaranty in addition to all required Individual Personal Guaranties. All such and the same shall be incorporated herein by reference and made a part of this Note.

10. **TERM SHEET(S):** Prior to an Advance under this Note, Dealer shall execute a Term Sheet for each unique set of terms applicable to Dealer, which may be amended from time to time, and the same shall be incorporated herein by reference and made a part of this Note.

11. **ASSIGNMENT:** This Note may be assigned by DSC but Dealer may not assign this Note without the prior written consent of DSC.

12. **INDEMNIFICATION:** Dealer shall indemnify and hold DSC harmless from and against all, loss, damage, costs, or expenses of whatever kind or nature relating to claims of third parties arising out of or in any way connected to this Note or Dealer's business affairs including, without limitation, attorneys' fees and expenses incurred both in the defense of any action against DSC and in any action to enforce these indemnity rights as against the Dealer.

13. **NO JOINT VENTURE OR PARTNERSHIP:** Nothing contained herein shall confer upon DSC or Dealer any interest in, or subject either of them to any liability for, or in respect of the business, assets, profits, losses or liabilities of the other. This Note does not constitute and shall not be characterized as a joint venture or partnership between DSC and Dealer. Nothing in this section shall limit or restrict the respective obligations and undertakings of DSC and Dealer hereunder.

14. **AMENDMENT, MODIFICATION AND MERGER:** This Note and all documents incorporated herein by reference are intended by the parties as an amendment and restatement of any prior Demand Promissory Note and Security Agreement(s) between DSC and Dealer. With

the exception of the amendments and modifications referenced in Paragraphs 3 and 5 above, this Note may not be modified or amended except upon the written consent of DSC and Dealer. However, descriptions of specific items of DSC Financed Inventory, amounts and terms of Advances, Maturity Date Extensions, Interest, Base Rates, Risk Rates, Default Rates, DSC Administrative Fees, DSC Universal Fees, late fees, NSF Fees, Terms and Conditions and other charges allowed by this Note may be proven by ordinary course of business records of DSC.

15. **EXECUTION:** The parties understand and agree that DSC may execute this Note and all corresponding documents by affixing an authorized DSC Officer's signature via signature stamp. Dealer may only execute this Note by original signature. A facsimile reproduction of such authorized DSC Officer's signature and Dealer's signature on the Note and all corresponding documents shall be deemed original signatures.

16. **NOTICES:** All notices, requests and demands to or upon the respective parties hereto, including Service of Process of any legal proceeding initiated by either party, shall be deemed to have been duly given or made: If by hand or by facsimile, immediately upon the Business Day of receipt, if received before 5 p.m., recipient's time, otherwise on the next Business Day; if by Federal Express, Express Mail or any other overnight delivery service with proof of next day delivery on a Business Day, one (1) Business Day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein:

To DSC: Dealer Services Corporation, 1320 City Center Drive, Suite 100, Carmel, IN 46032
Telephone (317) 571-3721 Facsimile: (317) 571-3737

To Dealer: Red Barn Motors, Inc.
26007 La Hwy 16, Denham Springs, LA 70726
Telephone: (225) 665-7770 Facsimile: (225) 665-7716

17. **NO WAIVER:** No failure or delay by DSC in exercising any right, power, or privilege under this Note will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

18. **TERMINATION:** No termination of this Note shall alter Dealer's obligations and Liabilities relating to amounts funded or committed prior to the effective date of such termination, and all rights and remedies, including without limitation, the security interest granted herein and the rights of DSC as a secured party hereunder, shall extend until all Liabilities owed by Dealer to DSC have been satisfied.

19. **LEGAL FEES AND COLLECTION COSTS:** Dealer shall pay to DSC all reasonable legal fees, expenses and collection costs incurred as a result of Dealer's default or failure of any obligation under this Note.

20. **SEVERABILITY:** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.

21. **GOVERNING LAW:** The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof. However, in the event Dealer's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

22. **JURISDICTION AND VENUE:** As evidenced by Dealer's signature below, Dealer submits to the personal jurisdiction and venue of the state or federal courts of Marion and Hamilton County, Indiana and agrees that any and all claims or disputes pertaining to this Note or to any matter arising out of or related to this Note initiated by Dealer against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Dealer expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. DSC reserves the right to initiate and prosecute any action against Dealer in any court of competent jurisdiction, and Dealer consents to such Forum as DSC may elect. However, in the in the event this Note is made and entered into in the State of California, the state or federal courts located in the State of California shall have jurisdiction to hear and determine any claims or disputes between the parties pertaining to this Note or to any matter arising out of or related to this Note. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such Court, and each party hereby waives any objection which such party may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens, and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such Court.

23. **WAIVER OF BOND:** Dealer waives, to the extent permitted by law, any bond or surety or security on such bond which might, but for this waiver, be required of DSC.

24. **WAIVER OF JURY TRIAL:** DEALER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF THE DEALER. THE DEALER SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR

OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL HAVE NOT BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY DSC EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH DEALER AND DSC.

25. JUDICIAL REFERENCE. IF DEALER'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEALER AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS. A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

26. HEADINGS: Paragraph headings used in this Note are for reference only and shall not affect the construction of this Note.

WHEREFORE, the parties have, by their duly authorized representatives, executed this Note on the 27th day of July, 2014.

Dealer: Red Barn Motors, Inc.

Accepted By: Dealer Services Corporation

By: [Signature]
DSC Officer

By: [Signature]
Donald B Richardson, President

GUARANTORS ACKNOWLEDGE AND CONSENT OF AND TO THE FOREGOING:

Guarantor: [Signature]
Donald B Richardson

ENDORSEMENT

FOR VALUE RECEIVED, the undersigned, the original or successor payee under the promissory note issued by Red Barn Motors, Inc. dated as of 7/25/2011 in the amount of Two Hundred Thousand Dollars and Zero Cents US Dollars (\$200,000.00) to which this Endorsement is affixed (the "Note"), absolutely assigns, transfers, endorses, negotiates, and sells over to and makes payable to the order of _____ the Note, all interest, principal, and other sums due or to become due under the Note, and all other rights of any nature accrued or to accrue under the Note.

DEALER SERVICES CORPORATION

By: _____



Name:

Title:

Date: _____

7/27/11

INDIVIDUAL PERSONAL GUARANTY

WHEREAS, Dealer Services Corporation, a Delaware corporation ("DSC"), in consideration of any present or future loans or other financial advances to Red Barn Motors, Inc. (hereinafter sometimes referred to as "Debtor"); and

WHEREAS, on the 27th day of July, 2011, Debtor executed and delivered to DSC its principal Demand Promissory Note and Security Agreement ("Note"); and

WHEREAS, the loan of DSC to Debtor is conditioned upon said indebtedness being personally guaranteed as to the payment thereof by Donald B Richardson (hereinafter referred to as "Guarantor"); and

WHEREAS, in consideration of the financial and other support that the Debtor has provided, and such financial and other support as the Debtor may in the future provide, to the Guarantor, and in order to induce DSC to provide Credit to Debtor, and because Guarantor has determined that executing this Individual Personal Guaranty (hereinafter referred to as "Guaranty") is in its interest and to its financial benefit, the Guarantor is willing to guarantee the obligations of Debtor under the Note; and

WHEREAS the Guaranty shall be irrevocable, continuing and unconditional as to all Liabilities owed by Debtor at all times;

1. NOW, THEREFORE, the Guarantor, in executing this Guaranty, jointly and severally guarantees that Debtor will promptly pay the full amount of principal and interest, all costs and fees, including but not limited to, reasonable attorneys' fees and collection costs, and any other liabilities arising out of the Note as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as a primary not a secondary liability of Guarantor.
2. Without limiting the generality of the foregoing, the Guarantor agrees that he/she will pay the full amount of principal and interest of the Note now or hereafter due as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as primary and not a secondary liability of Guarantor.
3. The Guarantor hereby waives demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non performance on all of said indebtedness; and if said indebtedness is renewed, or if the time for payment thereof be extended (to which Guarantor hereby expressly consents to any such renewal or extension) either with or without notice to Guarantor, Guarantor unconditionally guarantees the payment of such indebtedness at the time fixed for the payment thereof in and by any such renewal or extension. Guarantor further waives all rights, by statute or otherwise, to require the holder of the Note to institute suit against the original maker of the Note; also to exercise diligence in enforcing this or any other instrument.
4. To the extent permitted by law, Guarantor waives all defenses legally available to Guarantor, Guarantor being bound to the payment of said indebtedness of the original maker of the Note. The holder of the Note may take any new or additional or substituted security from time to time without in any way impairing the obligation of the undersigned; and the impairment of the security, which said holder may from time to time hold as security for said loan, shall in no way operate to discharge the undersigned in whole or in part, it being specifically agreed that the holder is not required to exercise diligence to enforce its rights against the original maker of the Note. The holder is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with the security herein; but the holder of the Note shall be under no obligation to collect or to protect any of such security or said indebtedness, and its neglect or failure to collect or protect the same is excused. Acceptance of the Guaranty is waived.
5. Forbearance on the part of DSC to take steps to enforce payment of said indebtedness arising from Guarantor's default in any respect whatever, or the giving of further time to the original maker of the Note, shall in no way release the undersigned, but the undersigned shall remain jointly and severally liable hereunder for the prompt payment of said indebtedness.
6. This Guaranty is for the use and benefit of the holder of the Note, who in the first instance will be DSC. This Guaranty shall also be for the use and benefit of any subsequent owner of the Note, and each owner of the Note may assign this Guaranty to its successor owner of the Note.
7. All reasonable costs and expenses, including attorneys' fees, incurred by the holder of the Note to enforce this Guaranty, shall be paid by the undersigned.

8. The liability of the Guarantor shall continue until payment is made of every obligation of the Debtor now or hereafter incurred in connection with the Note, and until payment is made of any loss or damage incurred by DSC with respect to any matter covered by this Guaranty.

9. Guarantor consents that, without affecting the Guarantor's liability, DSC may, without notice to or consent of Guarantor on such terms as DSC may deem advisable, extend in whole or in part, by renewal or otherwise, the time of payment of the debt now or hereafter owing by the Debtor to DSC or held by DSC as security for any obligation herein described, or may do or refrain from doing any act whatever. Guarantor also consents that DSC may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of Debtor to DSC, and may also settle or compromise any claim of DSC against Debtor or against any other person or corporation whose obligation is held by DSC as collateral security for any obligation of Debtor or DSC. Guarantor hereby ratifies and affirms any such actions, and all such actions shall be binding on Guarantor, and Guarantor hereby waives all defenses, counterclaims or offsets which Guarantor may have.

10. Guarantor also waives notice of failure of any person to pay to DSC any debt held by DSC as collateral security for the obligations of Debtor, and all defenses, offsets and counterclaims which Guarantor may at any time have to any claim of DSC against Debtor.

11. Guarantor represents that at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of this Guaranty.

12. Guarantor understands that so long as any indebtedness exists from Debtor to DSC, Debtor is not permitted to repay any loans or obligation owing Guarantor, present or future. Guarantor agrees that any such payments made by Debtor to Guarantor shall be held in trust for the benefit of DSC and shall be immediately delivered to DSC.

13. DSC may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guaranty without first proceeding against any other person, firm or corporation, and without resorting to any property held by DSC as collateral security.

14. The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof, and Guarantor agrees that any and all claims or disputes pertaining to this Guaranty or to any matter arising out of or related to this Guaranty initiated by Debtor against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Guarantor expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. However, in the event Debtor's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

15. Guarantor understands that the right to trial by jury is an unconditional right afforded by the United States Constitution and understands that right may be waived. Guarantor has consulted with or has had the opportunity to consult with his/her attorney and hereby knowingly, intentionally and voluntarily waives any right to trial by jury regarding any litigation arising out of or in connection with this Guaranty. Guarantor understands that DSC also has waived its right to trial by jury and agrees that such waiver by Guarantor and DSC are for the mutual benefit of the parties. Further, Guarantor understands and agrees that such waiver is a material inducement for both parties in entering into this Guaranty and transactions relating thereto.

16. JUDICIAL REFERENCE. IF DEBTOR'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:
IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEBTOR AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY,

PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THE NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

17. Any provision of this Guaranty that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Guaranty or affecting the validity or enforceability of any provision of this Guaranty.

18. Words of "Guaranty" contained herein in no way diminish or impair the absolute liability hereby created.

19. This Guaranty is intended by the Guarantor as an amendment and restatement of any prior Personal Guaranty made by Guarantor related to the Demand Promissory Note and Security Agreement or amendment thereof executed by Debtor.

20. POLICY CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Executed by the undersigned this 27 day of July, 2011.

Signature: [Signature]

Donald B Richardson

STATE OF LOUISIANA)
) SS:
COUNTY OF LIVINGSTON)

Before me, a Notary Public in and for said County and State, personally appeared Donald B. Richardson, who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

Witness my hand and Notarial Seal this 27 day of July, 2011.

Notary Signature Catherine Edwards

Notary, Print Catherine Edwards, Notary Public # 48899
Lifetime Commission in Livingston Parish, La.

My Commission Expires: 01/01/12 County of Residence: LIVINGSTON, La.

FX : Account: Generate History

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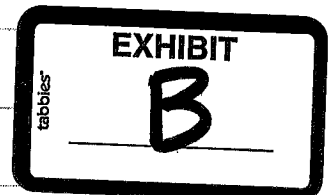
Accounts

Account History

| |
|--|
| Search Details |
| For Account: RED BARN : *758 Account Name: Red Barn Motors Inc. Transaction Categories: DSC Payoff |

Transactions - from 07/01/2012 to 04/19/2013

| Date | Ref/ Check | Description/ Memo(Category) | Debit/ Withdrawal | Credit/ Deposit |
|------------|---------------|---|----------------------|--------------------|
| 03/11/2013 | | DSC #404 04 VW 311908 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,370.32 | |
| 03/11/2013 | | DSC #407 04 VOLVO 2346448 NO S# DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,934.90 | |
| 03/11/2013 | | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,622.85 | |
| 03/11/2013 | | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,114.85 | |
| 03/11/2013 | | DSC #405 D3 EXPL B38547 NO S# DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,389.16 | |
| 03/11/2013 | | DSC #464 00 MALIBU 6175957 NO S# DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,104.37 | |
| 03/11/2013 | | DSC #498 01 CAVALIER 340550 NO S# DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,967.43 | |
| 03/05/2013 | | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,857.82 | |
| 03/05/2013 | | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,841.57 | |
| 03/05/2013 | | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,609.28 | |
| 03/05/2013 | | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,955.98 | |
| 03/04/2013 | | DSC P/O #441 98 CRV #2218 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,670.80 | |



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| | | |
|------------|---|------------|
| 03/01/2013 | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,634.44 |
| 02/26/2013 | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,062.92 |
| 02/26/2013 | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,909.74 |
| 02/19/2013 | DSC P/O #432 00 LEXUS #2217 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,218.76 |
| 02/19/2013 | DSC P/O #443 04 CARAVAN #2223 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,773.89 |
| 02/19/2013 | DSC P/O #489 04 GR CHEROKEE #2311 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,502.80 |
| 02/19/2013 | DSC P/O #475 00 CAMRY #2269 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,115.71 |
| 02/19/2013 | DSC P/O #433 05 TOWN & CTRY #2210 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,031.01 |
| 02/19/2013 | DSC P/O #491 06 STRATUS #2314 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,969.35 |
| 02/19/2013 | DSC P/O #458 98 SILVERADO #2248 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,692.36 |
| 02/19/2013 | DSC P/O #395 02 RANGER #2168 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,509.20 |
| 02/19/2013 | DSC P/O #413 05 PT #2182 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,505.25 |
| 02/19/2013 | DSC P/O #378 97 SIERRA #2146 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,356.50 |
| 02/12/2013 | DSC P/O #455 94 BMW #2235 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,940.55 |
| 02/12/2013 | DSC P/O #463 02 AZTEK #2250 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,790.90 |
| 02/11/2013 | DSC P/O #381 07 ION #2140 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,620.89 |
| 02/11/2013 | DSC P/O #462 06 TRAIL #2244 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,536.07 |
| 02/11/2013 | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$4,123.29 |

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| | DSC Payoff | |
| 02/11/2013 | DSC P/O #447 00 CHRYS 300 #2230 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,882.78 |
| 02/11/2013 | DSC P/O #478 98 S10 #2271 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,571.87 |
| 02/11/2013 | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,480.24 |
| 02/11/2013 | DSC P/O #483 98 AVALON #2310 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,261.31 |
| 02/11/2013 | DSC P/O ? DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,877.03 |
| 01/30/2013 | DSC P/O #386 02 RAV4 #2142 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,608.75 |
| 01/30/2013 | DSC P/O #435 99 GR CHEROK #2215 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,321.19 |
| 01/30/2013 | DSC P/O #456 00 MALIBU #2246 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,872.10 |
| 01/30/2013 | DSC CURT #433 05 TOWN & CTRY #2110 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$484.22 |
| 01/25/2013 | DSC P/O #454 01 SILVERADO #2228 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$7,023.80 |
| 01/25/2013 | DSC P/O #2253 03 BLAZER #2253 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,207.77 |
| 01/25/2013 | DSC P/O #459 00 XTERRA #2247 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,408.34 |
| 01/24/2013 | DSC P/O #434 01 SILVERADO #2216 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,779.49 |
| 01/17/2013 | DSC P/O #438 '99 COROLLA #2219 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,276.42 |
| 01/17/2013 | DSC P/O #370 '99 SUBURBAN #2107 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,831.27 |
| 01/16/2013 | DSC P/O #427 '97 ACCORD #2201 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,041.26 |
| 01/16/2013 | DSC P/O #446 '02 MONTERO SP #2226 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,119.74 |
| | DSC P/O #420 '01 EXPLORER #2205 | |

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| 01/16/2013 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,288.83 |
| 01/15/2013 | DSC P/O #382 '05 MAZDA6 #2141 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,729.28 |
| 01/15/2013 | DSC P/O #431 '00 DAKOTA #2211 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,351.35 |
| 01/15/2013 | DSC P/O #357 '97 MARQUIS #2085 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,738.92 |
| 01/14/2013 | DSC P/O #442 '95 JEEP #2227 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,087.70 |
| 01/11/2013 | DSC P/O #429 '04 DAKOTA #2213 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,548.92 |
| 01/11/2013 | DSC P/O #436 '01 SANTE FE #2208 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,444.60 |
| 01/09/2013 | DSC P/O #444 '98 COROLLA #2225 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,342.73 |
| 01/09/2013 | DSC P/O #377 '03 FORD VAN #2144 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,012.36 |
| 01/09/2013 | DSC P/O #392 '96 ACCORD #2155 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,192.47 |
| 01/08/2013 | DSC P/O #405 '04 CAVALIER #2174 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,613.78 |
| 01/02/2013 | DSC P/O #425 '02 LAREDO DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,632.50 |
| 12/28/2012 | DSC P/O #403 '07 AVEO DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,151.00 |
| 12/28/2012 | DSC P/O #368 '04 DODGE DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,767.08 |
| 12/21/2012 | DSC P/O #366 '02 F150 #2098 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,964.50 |
| 12/20/2012 | DSC P/O #384 '03 RAM #2139 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,807.98 |
| 12/20/2012 | DSC P/O #423 '91 ACCORD #2203 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,070.89 |
| 12/13/2012 | DSC P/O #334 '05 NAVIGATOR #2038 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,601.50 |

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| 12/13/2012 | DSC P/O #389 '00 ACCORD #2157 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,982.23 |
| 12/13/2012 | DSC P/O #350 '03 TRAILBLAZER #2079 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,519.98 |
| 12/13/2012 | DSC P/O #365 '02 TRAILBLAZER #2097 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,121.26 |
| 12/13/2012 | DSC P/O #358 '97 RAM #2080 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,494.02 |
| 12/13/2012 | DSC P/O #417 '01 ESCAPE #2185 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,079.61 |
| 12/13/2012 | DSC P/O #401 '01 RAM #2178 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,999.55 |
| 12/13/2012 | DSC P/O #355 '03 DIAMANTE #2081 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,949.89 |
| 12/13/2012 | DSC P/O #437 '92 CARAVAN #2209 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,055.55 |
| 12/12/2012 | DSC P/O #376 '05 IMPALA #2116 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,450.53 |
| 12/12/2012 | DSC P/O #336 '99 INTRIGUE #2045 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,479.81 |
| 12/11/2012 | DSC P/O #2003 & #2162 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$10,731.24 |
| 12/06/2012 | DSC P/O #261 '05 EQUINOX #1939 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,070.26 |
| 12/06/2012 | DSC P/O #416 '01 F150 #2184 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,012.15 |
| 12/03/2012 | DSC P/O #359 '03 DURANGO #2087 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,031.01 |
| 12/03/2012 | DSC P/O #399 '95 PRISM #2164 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,873.95 |
| 12/03/2012 | DSC P/O #410 '96 SEBRING #2187 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,677.38 |
| 12/03/2012 | DSC P/O #388 '01 DAKOTA #2159 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,667.69 |
| 12/03/2012 | DSC P/O #402 '02 S10 #2177 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$2,587.82 |

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| DSC Payoff | | |
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| 12/03/2012 | DSC P/O #349 '04 CARAVAN #2050 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,356.58 |
| 12/03/2012 | DSC P/O #421 '99 DEVILLE #2204 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,859.83 |
| 12/03/2012 | DSC P/O #393 '97 CAVALIER #2160 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,592.44 |
| 12/03/2012 | DSC P/O #272 '03 SUNFIRE #1934 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,409.46 |
| 12/03/2012 | DSC P/O #346 '02 BLAZER #2051 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,006.23 |
| 11/27/2012 | DSC P/O #379 '96 JEEP #2145 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,691.89 |
| 11/23/2012 | DSC P/O #344 '96 JEEP #2058 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,308.85 |
| 11/21/2012 | DSC P/O #361 '04 PT CRUISER #2093 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,549.05 |
| 11/21/2012 | DSC P/O #367 '03 SANTE FE #2095 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,964.91 |
| 11/16/2012 | DSC P/O #387 '02 TRIBUTE #2156 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,496.25 |
| 11/16/2012 | DSC P/O #348 '07 KIA #2049 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,391.72 |
| 11/16/2012 | DSC P/O #375 '97 REGENCY #2118 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,984.85 |
| 11/14/2012 | DSC P/O #391 '03 CRV #2161 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,629.22 |
| 11/14/2012 | DSC P/O #374 '05 ENVOY #2117 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,059.67 |
| 11/14/2012 | DSC P/O #351 '02 TAURUS #2076 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,443.12 |
| 11/14/2012 | DSC P/O #369 '01 F150 #2106 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,925.04 |
| 11/14/2012 | DSC P/O #390 '96 ACCORD #2158 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,594.89 |
| DSC P/O #304 '01 CAMRY #1977 | | |

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| 11/14/2012 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,393.30 |
| 11/14/2012 | DSC P/O #303 '03 VUE #1976 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,067.85 |
| 11/08/2012 | DSC P/O #299 '95 FORD #1984 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,266.94 |
| 10/29/2012 | DSC P/O #239 '06 TAURUS #1883 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,017.43 |
| 10/24/2012 | DSC P/O #339 '01 COROLLA #2044 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,085.49 |
| 10/19/2012 | DSC P/O #343 '04 COROLLA #2041 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$7,392.88 |
| 10/19/2012 | DSC P/O #333 '07 CALIBER #2036 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,911.23 |
| 10/17/2012 | DSC P/O #340 '05 COBALT #2043 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,047.71 |
| 10/17/2012 | DSC P/O #373 '03 CAMRY #2102 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,800.58 |
| 10/17/2012 | DSC P/O #341 '03 XTERRA #2042 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,743.49 |
| 10/17/2012 | DSC P/O #363 '01 XTERRA #2094 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,708.74 |
| 10/17/2012 | DSC P/O #347 '00 RANGER #2053 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,975.65 |
| 10/17/2012 | DSC P/O #354 '99 TOYOTA #2075 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,848.58 |
| 10/17/2012 | DSC P/O #330 '03 TRAILBLAZER #2021 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,736.33 |
| 10/17/2012 | DSC P/O #331 '03 SATURN #2019 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,329.97 |
| 10/17/2012 | DSC P/O #364 '99 JEEP #2092 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,972.36 |
| 10/17/2012 | DSC P/O #371 '02 MAZDA #2110 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,966.93 |
| 10/17/2012 | DSC P/O #372 '98 SIERRA #2108 + AUDIT DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,941.45 |

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| 10/17/2012 | DSC P/O #332 '02 EXPLORER #2124 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,695.04 |
| 10/12/2012 | DSC P/O #353 '06 FOCUS #2074 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,348.27 |
| 10/12/2012 | DSC P/O #362 '01 FOCUS #2096 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,119.27 |
| 10/12/2012 | DSC P/O #360 '95 CIERA #2082 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,563.94 |
| 10/10/2012 | DSC P/O #2040 '04 EXPED. #2040 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,475.71 |
| 09/25/2012 | DSC P/O #254 '04 VOLKSWAGON #1738 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,598.41 |
| 09/25/2012 | DSC P/O #277 '02 TOYOTA #1948 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,394.77 |
| 09/25/2012 | DSC P/O #268 '02 ENVOY #1927 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,918.42 |
| 09/25/2012 | DSC P/O #320 '97 CHEVY #2004 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,126.39 |
| 09/25/2012 | DSC P/O #313 '01 JIMMY #1997 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,107.60 |
| 09/25/2012 | DSC P/O #321 '03 JEEP #2005 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,025.19 |
| 09/25/2012 | DSC P/O #342 '03 FOCUS #2047 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,939.60 |
| 09/25/2012 | DSC P/O #337 '02 RODEO #2046 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,859.19 |
| 09/25/2012 | DSC P/O #269 '01 FORD #1931 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,531.26 |
| 09/25/2012 | DSC P/O #327 '03 CHEVY #2024 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,982.50 |
| 09/25/2012 | DSC P/O #319 '95 SIERRA #2009 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,380.85 |
| 09/25/2012 | DSC P/O #345 '03 KIA #2052 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,267.15 |
| 09/25/2012 | DSC P/O #352 '97 JEEP #2073 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$2,107.90 |

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| | DSC Payoff | |
| 09/21/2012 | DSC P/O #335 03 SUBUR #2039 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,484.60 |
| 09/21/2012 | DSC P/O #328 00 LESABRE #2023 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,811.77 |
| 09/21/2012 | DSC P/O #324 98 VENTURE #2007 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,872.93 |
| 09/21/2012 | DSC P/O #322 96 RAM #2006 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,114.80 |
| 09/20/2012 | DSC P/O #325 04 DURANGO #2010 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,853.63 |
| 09/20/2012 | DSC P/O #323 01 JEEP #2008 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,918.85 |
| 09/20/2012 | DSC P/O #309 99 RAM #1990 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,197.93 |
| 09/20/2012 | DSC P/O #314 02 SEDON #1996 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,685.83 |
| 09/20/2012 | DSC P/O #329 92 FORD DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,415.07 |
| 09/07/2012 | DSC P/O #279 '05 SIENNA #1952 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,670.93 |
| 09/06/2012 | DSC P/O #262 '03 NAVIGATOR #1938 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,757.40 |
| 09/06/2012 | DSC P/O #312 '04 RAM #1994 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,655.35 |
| 09/06/2012 | DSC P/O #280 '04 EXPEDITION #1957 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,504.90 |
| 09/06/2012 | DSC P/O #326 '96 EXPLORER #2011 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$934.24 |
| 08/28/2012 | DSC P/O #305 '06 FREESTYLE #1986 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$7,725.58 |
| 08/28/2012 | DSC P/O #315 '02 TRAILBLAZER #1998 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,136.49 |
| 08/28/2012 | DSC P/O #317 '05 T&C #1995 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,136.49 |
| | DSC P/O #282 '06 SPECTRA #1953 | |

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| 08/28/2012 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,938.14 |
| 08/28/2012 | DSC P/O #310 '05 CAVALIER #1985 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,909.60 |
| 08/28/2012 | DSC P/O #316 '02 MAZDA #1999 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,499.91 |
| 08/24/2012 | DSC P/O #302 '96 LEXUS #1979 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,681.61 |
| 08/15/2012 | DSC P/O #311 02 TRAIL #1989 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,197.74 |
| 08/15/2012 | DSC P/O #300 05 FOCUS #1982 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,305.55 |
| 08/15/2012 | DSC P/O #297 02 EXPL #1980 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,078.65 |
| 08/14/2012 | DSC P/O #308 04 ACCENT #1991 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,865.70 |
| 08/14/2012 | DSC P/O #260 95 MARQUI #1920 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,843.33 |
| 08/14/2012 | DSC P/O #306 03 FOCUS #1987 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,514.13 |
| 08/14/2012 | DSC P/O #296 / #1978 / AUDIT FEE \$75. DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,346.29 |
| 08/08/2012 | DSC P/O #255 07 AVALANCHE #1703A DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$11,990.90 |
| 08/08/2012 | DSC P/O #284 03 TRAIL #1985 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$7,139.35 |
| 08/08/2012 | DSC P/O #256 02 MERCED #1923 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,678.22 |
| 08/08/2012 | AFC P/O #114 03 RAM #1873 AFC FUNDING CORP/XPRESS PAY 378223 RED BARN MOTORS INC. DSC Payoff | \$3,970.78 |
| 08/08/2012 | DSC P/O #307 01 JEEP #1988 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,889.18 |
| 08/08/2012 | DSC P/O #285 99 NEON #1956 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,217.30 |
| 08/07/2012 | DSC P/O #265 '05 MOUNT #1937 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,492.27 |

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|------------|---|------------|
| 07/31/2012 | DSC P/O #247 '07 KIA #1893 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,116.86 |
| 07/31/2012 | DSC P/O #295 '03 GMC #1983 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,393.05 |
| 07/31/2012 | DSC P/O #245 '03 FORD #1890 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,301.65 |
| 07/31/2012 | DSC P/O #298 '99 EXP. #1981 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,966.15 |
| 07/24/2012 | DSC P/O #234 '12 TRAILER #1903 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,994.69 |
| 07/18/2012 | DSC P/O #276 '02 SABLE #1946 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,473.60 |
| 07/18/2012 | DSC P/O #243 '99 MERCEDES #1878 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,921.96 |
| 07/18/2012 | DSC P/O #281 '02 RANGER #1954 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,453.02 |
| 07/16/2012 | DSC P/O #263 '02 CAMRY #1940 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,290.08 |
| 07/16/2012 | DSC P/O #259 '04 GR AM #1917 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,305.37 |
| 07/16/2012 | DSC P/O #229 '03 S-10 #1857 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,009.90 |
| 07/13/2012 | DSC P/O #267 '03 SATURN #1930 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,756.99 |
| 07/13/2012 | DSC P/O #233 '02 LINCOLN #1866 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,273.74 |
| 07/13/2012 | DSC P/O #278 '02 SATURN #1949 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,420.75 |
| 07/13/2012 | DSC P/O #283 '99 SUBURBAN #1955 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,706.68 |
| 07/13/2012 | DSC P/O #257 '00 VILLAGER #1921 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,988.19 |
| 07/03/2012 | DSC P/O #223 '00 CHEVY #1851 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,568.66 |
| 07/03/2012 | DSC P/O #241 '06 FORD #1881 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$4,434.73 |

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|------------|---|------------|
| | DSC Payoff | |
| 07/03/2012 | DSC P/O #224 02 KIA #1853 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,486.44 |
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No more history for the selected range

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Accounts

Account History

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|------------------------------|------------------------------------|------------------------------------|
| Search Details | | |
| For Account: RED BARN : *758 | Account Name: Red Barn Motors Inc. | Transaction Categories: DSC Payoff |

Transactions - from 09/01/2011 to 06/30/2012

| Date | Ref/ Check | Description/ Memo(Category) | Debit/ Withdrawal | Credit/ Deposit |
|------------|---------------|---|----------------------|--------------------|
| 06/29/2012 | | DSC P/O #249 02 TAHOE #1895 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,740.09 | |
| 06/26/2012 | | DSC P/O #270 02 TRAILBLAZER #1936 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,887.46 | |
| 06/26/2012 | | AFC P/O #102 01 SILVERADO #17468 AFC FUNDING CORP/XPRESS PAY 303700 RED BARN MOTORS INC. DSC Payoff | \$3,192.76 | |
| 06/19/2012 | | DSC P/O #273 00 LEXUS #1933 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,040.46 | |
| 06/19/2012 | | DSC P/O #275 02 JEEP #1947 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,968.77 | |
| 06/19/2012 | | DSC P/O #258 97 RAV4 #1922 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,792.64 | |
| 06/19/2012 | | DSC P/O #274 03 YUKON #1935 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,549.72 | |
| 06/19/2012 | | DSC P/O #266 96 FORD #1941 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,021.77 | |
| 06/18/2012 | | DSC P/O #211 02 F150 #1837 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,011.10 | |
| 06/18/2012 | | DSC P/O #209 99 TAHOE #1839 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,400.04 | |
| 06/18/2012 | | DSC P/O #210 00 PONTIAC #1830 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,870.28 | |
| 06/15/2012 | | DSC P/O #231 05 COLORADO #1865 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,973.78 | |

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|------------|--|------------|
| 06/12/2012 | DSC P/O #206 02 DAKOTA #1832 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,049.97 |
| 06/12/2012 | DSC P/O #205 05 LARAMIE #1822 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,684.47 |
| 06/12/2012 | DSC P/O #201 96 DEVILLE #1823 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,375.89 |
| 06/12/2012 | DSC P/O #207 05 CROWN VIC #1833 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,248.91 |
| 05/29/2012 | DSC P/O #236 05 FREESTR #1882 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,012.40 |
| 05/25/2012 | DSC P/O #250 03 TAHOE #1896 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,606.87 |
| 05/25/2012 | DSC P/O #240 06 COBALT #1880 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,318.78 |
| 05/25/2012 | DSC P/O #193 02 DAKOTA #1788 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,115.07 |
| 05/25/2012 | DSC P/O #208 99 LARIAT 99 F150 #1835 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,599.69 |
| 05/23/2012 | DSC P/O #248 05 FOCUS #1894 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,298.51 |
| 05/23/2012 | DSC P/O #182 97 RAM 2500 #1776 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,249.58 |
| 05/23/2012 | DSC P/O #253 04 SABLE #1901 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,903.52 |
| 05/23/2012 | DSC P/O #246 00 MONTERO #1891 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,385.88 |
| 05/21/2012 | DSC P/O #215 01 RAM 1500 #1838 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,041.39 |
| 05/17/2012 | DSC P/O #232 03 VOLVO #1868 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,153.22 |
| 05/17/2012 | DSC P/O #230 98 MERCED #1864 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,117.50 |
| 05/17/2012 | DSC P/O #271 04 FOCUS #1932 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,737.64 |
| 05/14/2012 | DSC P/O #198 02 TRACKER #1820 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$3,086.74 |

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| | DSC Payoff | |
| 05/10/2012 | DSC P/O #174 04 STRATUS #1761 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,024.59 |
| 05/09/2012 | DSC P/O #163 02 INFINITI #1750 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,773.88 |
| 05/09/2012 | DSC P/O #158 05 VAN #1749 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,448.50 |
| 05/09/2012 | DSC P/O #161 01 RAM #1745 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,285.13 |
| 05/08/2012 | DSC P/O #151 00 XTERRA #1727 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,781.04 |
| 05/08/2012 | DSC P/O #152 02 SATURN #1733 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,079.26 |
| 05/07/2012 | DSC P/O #235 01 SUZUKI #1870 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,782.68 |
| 05/03/2012 | DSC P/O #222 99 PRIZM #1847 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,069.59 |
| 05/01/2012 | DSC P/O #216 06 ELANTRA #1848 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,833.89 |
| 04/30/2012 | DSC P/O #251 04 NAVIGATOR #1897 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$8,011.64 |
| 04/30/2012 | DSC P/O #154 06 MONTANA #1731 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,658.05 |
| 04/30/2012 | DSC P/O #193 02 DAKOTA #1788 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,198.80 |
| 04/27/2012 | DSC P/O #242 03 MONTE CARLO #1879 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,888.09 |
| 04/27/2012 | DSC P/O #238 03 DURANGO #1872 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,263.98 |
| 04/27/2012 | DSC P/O #218 96 SIERRA #1852 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,285.06 |
| 04/27/2012 | DSC P/O #212 01 KIA #1831 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,051.69 |
| 04/25/2012 | P/O #1849, 1862, 1856, 1871, 1892, 1898 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$37,048.20 |
| | DSC P/O #159 91 LEGACY #1844 | |

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| 04/25/2012 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,158.10 |
| 04/19/2012 | DSC P/O #187 09 AVEO #1782 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,443.15 |
| 04/19/2012 | DSC P/O #148 04 SUBURBAN #1708 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,938.78 |
| 04/19/2012 | DSC P/O #175 04 EXPEDITION #1768 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,901.68 |
| 04/19/2012 | DSC P/O #195 01 REGAL #1798 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,127.23 |
| 04/19/2012 | DSC P/O #226 05 KIA #1855 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,145.85 |
| 04/19/2012 | DSC P/O #145 02 ACCORD #1717 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,874.30 |
| 04/19/2012 | DSC P/O # 225 02 QUEST #1867 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,686.77 |
| 04/13/2012 | DSC P/O #168 03 RANGER #1754 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,730.80 |
| 04/12/2012 | DSC P/O #204 03 BLAZER #1817 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,202.98 |
| 04/12/2012 | DSC P/O #199 96 ACCORD #1824 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,999.80 |
| 04/12/2012 | DSC P/O #200 94 CARAV. #1816 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,780.71 |
| 04/09/2012 | DSC P/O #163 02 QX4 #1750 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,267.22 |
| 04/06/2012 | DSC P/O #155 01 AZTEK #1728 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,116.80 |
| 04/04/2012 | DSC P/O #195 01 REGAL #1798 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$626.12 |
| 04/03/2012 | DSC P/O #153 04 MX5 #1730 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,323.81 |
| 03/30/2012 | DSC P/O #148 04 SUB. #1708 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,588.15 |
| 03/30/2012 | DSC P/O #145 02 ACCORD #1717 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$795.66 |

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| 03/28/2012 | DSC P/O #184 04 RAM #1783 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$8,259.28 |
| 03/28/2012 | DSC P/O #186 07 FREE. #1784 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,778.57 |
| 03/28/2012 | DSC P/O #192 02 I35 #1790 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,990.06 |
| 03/28/2012 | DSC P/O #146 01 SILV. #1713 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,051.22 |
| 03/28/2012 | DSC P/O #217 03 GR CHERO #1845 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,808.14 |
| 03/28/2012 | DSC P/O #167 98 RAM #1751 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,595.87 |
| 03/28/2012 | DSC P/O #156 03 AVIATOR #1732 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,975.37 |
| 03/28/2012 | DSC P/O #197 04 RAM #1650 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,878.49 |
| 03/28/2012 | DSC P/O #213 03 VOYAGER #1834 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,550.94 |
| 03/28/2012 | DSC P/O #202 01 CARA #1821 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,987.99 |
| 03/28/2012 | DSC P/O #220 05 NEON #1850 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,971.58 |
| 03/28/2012 | DSC P/O #221 92 S-10 #1854 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,468.42 |
| 03/22/2012 | DSC P/O #134 04 CHEROK #1704 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,779.31 |
| 03/22/2012 | DSC P/O #185 07 CALIB. #1786 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,735.85 |
| 03/21/2012 | DSC P/O #124 97 ACCORD #1690 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,559.05 |
| 03/21/2012 | DSC P/O #129 00 CENTURY #1693 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,268.61 |
| 03/16/2012 | DSC P/O #179 06 TAURUS #1635 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,543.09 |
| 03/16/2012 | DSC P/O #169 02 ENVOY #1756 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$3,978.08 |

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| | DSC Payoff | |
| 03/16/2012 | DSC P/O #214 97 RAV 4 #1839 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,904.48 |
| 03/16/2012 | DSC P/O #178 02 TRAIL #1446B DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,518.37 |
| 03/16/2012 | DSC P/O #162 02 CARA #1748 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,474.78 |
| 03/14/2012 | DSC P/O #171 99 MAXIMA #1755 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,204.74 |
| 02/29/2012 | DSC P/O #135 03 VW #1705 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,105.13 |
| 02/29/2012 | DSC P/O #176 99 F350 #1765 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,896.09 |
| 02/29/2012 | DSC P/O #137 00 CHRY PT #1721 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,014.11 |
| 02/29/2012 | DSC P/O #147 03 PARK AVE #1715 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,912.54 |
| 02/29/2012 | DSC P/O #143 98 RANGER #1714 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,700.20 |
| 02/29/2012 | DSC P/O #194 98 CHEV 1500 #1799 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,175.92 |
| 02/29/2012 | DSC P/O #180 02 T&C #1777 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,613.77 |
| 02/29/2012 | DSC P/O #203 98 SIENNA #1818 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,066.60 |
| 02/29/2012 | DSC P/O #190 03 MALI #1794 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,037.02 |
| 02/29/2012 | DSC P/O #189 00 GR. MARQ #1792 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,977.02 |
| 02/29/2012 | DSC P/O #110 00 LEXUS #1659 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,768.76 |
| 02/29/2012 | DSC P/O #191 96 RAM 1500 #1791 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,633.75 |
| 02/29/2012 | DSC P/O #141 98 SUNFIRE #1720 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,068.10 |
| | DSC P/O #160 02 EXTERRA #1746 | |

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|------------|---|------------|
| 02/27/2012 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,927.10 |
| 02/27/2012 | DSC P/O #177 98 CONTOUR #1769 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,674.07 |
| 02/24/2012 | DSC P/O #131 02 SILVER. #1696 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,873.78 |
| 02/21/2012 | DSC P/O #196 #1803 05 300 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$7,540.64 |
| 02/21/2012 | DSC P/O #170 #1753 01 NAVA DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,965.60 |
| 02/21/2012 | DSC P/O #181 #1775 03 CARAVAN DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,974.69 |
| 02/21/2012 | DSC P/O #98 #1654 91 LAND DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,289.72 |
| 02/16/2012 | DSC P/O #144 06 PACIF #1712 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$8,416.22 |
| 02/16/2012 | DSC P/O #140 06 ESCAPE #1719 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$8,011.24 |
| 02/16/2012 | DSC P/O #142 04 GALANT #1707 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$6,882.37 |
| 02/10/2012 | DSC P/O #183 00 MAXIMA #1785 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,523.23 |
| 02/10/2012 | DSC P/O #139 04 ION #1718 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,626.24 |
| 02/10/2012 | DSC P/O #136 02 DAKOTA #1711 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,171.48 |
| 02/10/2012 | DSC P/O #165 01 MONTERO #1743 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,558.59 |
| 02/10/2012 | DSC P/O #173 98 F250 #1763 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,300.37 |
| 02/10/2012 | DSC P/O #188 94 LEXUS #1789 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,811.80 |
| 02/10/2012 | DSC P/O #109 99 LEXUS #1660 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,336.99 |
| 02/10/2012 | DSC P/O #60 94 TAURUS #1482 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$478.93 |

FX : Account: Generate History

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| | | |
|------------|--|------------|
| 02/08/2012 | DSC P/O #150 10 ACCENT #1729 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$7,487.55 |
| 02/08/2012 | DSC P/O #164 99 CAMRY #1747 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,845.31 |
| 02/08/2012 | DSC P/O #138 03 OUTLAND #1710 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,219.79 |
| 02/08/2012 | DSC P/O #93 99 PARK AV #1642 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,247.19 |
| 02/07/2012 | DSC P/O #84 00 EXCUR #1522 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,828.21 |
| 02/03/2012 | DSC P/O #123 01 TAHOE #1688 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,068.46 |
| 02/03/2012 | DSC P/O #157 02 SABLE #1742 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,501.74 |
| 02/01/2012 | DSC P/O #133 97 GR. MARQ #1706 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,084.31 |
| 01/31/2012 | DSC P/O #128 93 TRACER #1694 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,559.08 |
| 01/31/2012 | DSC P/O #103 05 FIVE HUND. #1658 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,487.86 |
| 01/31/2012 | DSC P/O #166 00 ODYSSEY #1752 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,096.73 |
| 01/31/2012 | DSC P/O #149 99 TROOPER #1716 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,302.09 |
| 01/31/2012 | DSC P/O #125 02 RAV4 #1692 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,976.18 |
| 01/30/2012 | DSC P/O #92 99 LUMINA #1641 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,699.79 |
| 01/27/2012 | DSC P/O #172 '98 INTEGRA #1762 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,799.73 |
| 01/25/2012 | DSC P/O #1696 02 SILVER DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$796.08 |
| 01/23/2012 | DSC P/O #99 04 INTREP #1653 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,712.03 |
| 01/23/2012 | DSC P/O #90 02 SEBRING #1640 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$1,913.01 |

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| | DSC Payoff | |
|------------|--|------------|
| 01/23/2012 | DSC P/O #102 99 QUEST #1655 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,913.68 |
| 01/23/2012 | DSC P/O #88 02 S-10 #1622 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,960.86 |
| 01/18/2012 | DSC P/O #76 01 ECLIPSE #1607 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,884.90 |
| 01/17/2012 | DSC P/O #73 04 CAVA DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,004.53 |
| 01/17/2012 | DSC P/O #108 97 TAURUS DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,062.96 |
| 01/17/2012 | DSC P/O #127 02 MAZDA 626 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,895.16 |
| 01/09/2012 | DSC P/O #70 98 MERCEDES #1593 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,679.92 |
| 01/06/2012 | DSC P/O #1592؏ CURT.#1522 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,583.61 |
| 01/05/2012 | DSC P/O #122 00 GR. MARQ #1682 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,312.45 |
| 01/05/2012 | DSC P/O #121 03 ALERO #1685 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,395.45 |
| 01/05/2012 | DSC P/O #86 03 JEEP #1638 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,593.78 |
| 01/05/2012 | DSC P/O #120 01 300M #1686 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,861.28 |
| 01/05/2012 | DSC P/O #132 01 RAM 1500 #1695 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,628.69 |
| 01/04/2012 | DSC P/O #52 01 G. AM #1583 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,741.03 |
| 01/04/2012 | DSC P/O #89 98 LUM. #1341A DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,086.01 |
| 01/04/2012 | DSC P/O #45 02 RAM 1500 #1398B DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,612.55 |
| 12/29/2011 | DSC P/O #56 95 CONTOUR DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$832.96 |
| | DSC P/O #1673 00 FOCUS | |

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|------------|--|------------|
| 12/27/2011 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,855.19 |
| 12/27/2011 | DSC P/O #114'03 Diam. #1683 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,556.98 |
| 12/23/2011 | DSC P/O #1561 01 SIENNA DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,664.54 |
| 12/21/2011 | DSC P/O #C1666 02 GRAM DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,088.62 |
| 12/21/2011 | DSC P/O #1697 01 SONOMA DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,067.27 |
| 12/20/2011 | DSC P/O #55'99 SUNFIRE #1562 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,302.17 |
| 12/19/2011 | DSC P/O #126'02 SATURN #1689 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,765.82 |
| 12/19/2011 | DSC P/O #46'02 SEBR. #1446A DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,057.54 |
| 12/19/2011 | DSC P/O #96'93 SIERRA #1649 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,376.48 |
| 12/19/2011 | DSC P/O #30'00 LESABRE #1538 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,157.57 |
| 12/19/2011 | DSC P/O #119'98 F-150 #1684 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,631.39 |
| 12/19/2011 | DSC P/O #118'01 CAMRY #1678 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,225.71 |
| 12/16/2011 | DSC P/O #75 05 NEON #1599 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,143.32 |
| 12/16/2011 | DSC P/O #79'96 CAMRY #1629 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,735.75 |
| 12/16/2011 | DSC P/O #115'01 JIMMY DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,199.77 |
| 12/15/2011 | DSC P/O #94'01 CAVA #1643 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,152.10 |
| 12/12/2011 | DSC P/O #1482, #1592, #1593 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,022.08 |
| 12/07/2011 | DSC P/O #87'02 NISSAN XTERRA DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,703.50 |

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|------------|--|------------|
| 11/30/2011 | DSC P/O #77 '98 CHEROKEE #1627 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,338.85 |
| 11/30/2011 | DSC P/O #44 '04 ION #1577 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,577.38 |
| 11/30/2011 | DSC P/O #101 '02 LSERIES #1656 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,599.42 |
| 11/30/2011 | DSC P/O #107 '01 BLAZER #1661 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,144.31 |
| 11/30/2011 | DSC P/O #106 '98 K1500 #106 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,018.84 |
| 11/30/2011 | DSC P/O #54 '02 TRAILBLZR #1586 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,126.68 |
| 11/30/2011 | DSC P/O #97 '02 F150 #1648 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,448.65 |
| 11/28/2011 | DSC P/O #28 '97 EXPL #1539 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,031.77 |
| 11/28/2011 | DSC P/O #117 '02 VUE #1674 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,907.07 |
| 11/28/2011 | DSC P/O #72 '05 SEDONA #1600 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,265.06 |
| 11/28/2011 | DSC P/O #67 '00 SEBRING #1589 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,631.54 |
| 11/23/2011 | DSC P/O #105 '01 EXPL #1662 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,849.57 |
| 11/23/2011 | DSC P/O #117 '02 Saturn #1674 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,997.70 |
| 11/16/2011 | DSC PAYOFF #18 '98 TAURUS #1309 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,588.74 |
| 11/16/2011 | DSC PAYOFF #21 '06 STRATUS #1531 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,862.99 |
| 11/16/2011 | DSC PAYOFF #71 '01 EXCUR. #1590 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,865.65 |
| 11/14/2011 | DSC PAYOFF #10 '02 FORD EXPL DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,401.70 |
| 11/09/2011 | DSC PAYOFF #100 '02 DURANGO #1657 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. | \$1,867.70 |

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| | DSC Payoff | |
|------------|--|------------|
| 11/09/2011 | DSC PAYOFF 99 CRV DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,313.45 |
| 11/09/2011 | DSC PAYOFF 05 EXPLORER DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,848.51 |
| 11/09/2011 | DSC PAYOFF 03 RAM DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,940.37 |
| 11/07/2011 | 1987 Porsche DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,682.07 |
| 11/02/2011 | DSC PAYOFF 00 LINCOLN TOWN CAR DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,015.85 |
| 11/02/2011 | DSC PAYOFF 99 VOLKS DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,950.73 |
| 11/01/2011 | DSC PAYOFF 01 EXPED DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,970.44 |
| 10/31/2011 | DSC PAYOFF 00 F350SD DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,494.24 |
| 10/28/2011 | DSC PAYOFF 04 FREESTAR DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,905.06 |
| 10/26/2011 | DSC PAYOFF 96 CAD DEVILLE DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,106.28 |
| 10/25/2011 | DSC PAYOFF 01 MALIBU DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,938.32 |
| 10/25/2011 | DSC PAYOFF 06 MAZDA 3 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,195.87 |
| 10/24/2011 | DSC PAYOFF 03 MALIBU DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,466.48 |
| 10/20/2011 | DSC PAYOFF 00 SATURN DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,410.92 |
| 10/20/2011 | DSC PAYOFF 98 BLAZER DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,862.34 |
| 10/20/2011 | DSC PAYOFF 02 MONTERO DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,153.33 |
| 10/19/2011 | DSC PAYOFF 99 VOYAGER DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,018.79 |
| | DSC PAYOFF 96 ALTIMA | |

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| | | |
|------------|---|------------|
| 10/19/2011 | DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,472.97 |
| 10/19/2011 | DSC PAYOFF 98 CAVALIER DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,628.33 |
| 10/19/2011 | DSC PAYOFF 05 MAJIBU DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,038.51 |
| 10/11/2011 | DSC PAYOFF 01 MILLENIA DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$532.28 |
| 10/11/2011 | DSC PAYOFF 98 CAVAL DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,715.45 |
| 10/11/2011 | DSC PAYOFF 99 CAD. DEVILLE DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,660.31 |
| 10/11/2011 | DSC PAYOFF 02 DURANGE DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,935.19 |
| 10/11/2011 | DSC PAYOFF 05 CHEV. COLORADO DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,254.65 |
| 10/05/2011 | DSC PAYOFF 03 CROWN VICTOR. DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,782.80 |
| 09/30/2011 | DSC PAYMENT 00 CAVALIER DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,541.72 |
| 09/27/2011 | DSC Payoff 00 Chrysler Cirrus DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,769.05 |
| 09/27/2011 | DSC Payoff 99 Honda CR-V DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,269.52 |
| 09/27/2011 | DSC Payoff 00 Chrysler Concorde DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,774.77 |
| 09/27/2011 | DSC Payoff 01 Nissan Xterra DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,330.46 |
| 09/27/2011 | DSC Payoff 01 GMC Jimmy DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,625.73 |
| 09/27/2011 | DSC Payoff 00 Ford Excursion DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,762.66 |
| 09/21/2011 | '94 Mitsu Galant DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,159.38 |
| 09/21/2011 | 07 Chev Cobalt DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,659.92 |

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| | | |
|------------|--|------------|
| 09/19/2011 | 03 PT Cruiser DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,017.67 |
| 09/19/2011 | 00 Ford Expl. Sport DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,361.61 |
| 09/13/2011 | Payoff 1560 97 Explorer DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,308.76 |
| 09/13/2011 | 00 GMC Jimmy DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$2,820.63 |
| 09/13/2011 | '02 Dodge Dakota DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,184.51 |
| 09/13/2011 | '99 Mercury Marq. DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,342.39 |
| 09/13/2011 | Payoff 1581 02 Chevy Tahoe DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$5,412.17 |
| 09/08/2011 | 1996 Mercury Gr. Marq. DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,702.72 |
| 09/08/2011 | Payoff 1530 Leroy Smith DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$1,714.56 |
| 09/08/2011 | Payoff 1498 Charing DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,424.13 |
| 09/06/2011 | 04 Chevy Venture DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,243.31 |
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No more history for the selected range

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Accounts

Account History

Search Details

For Account: RED BARN : *758 Account Name: Red Barn Motors Inc. Transaction Categories: DSC Payoff

Transactions - from 01/01/2011 to 08/31/2011

| Date | Ref/ Check | Description/ Memo(Category) | Debit/ Withdrawal | Credit/ Deposit |
|------------|---------------|---|----------------------|--------------------|
| 08/30/2011 | | 04 Stratus & 01 Chev. Sub DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$10,656.92 | |
| 08/29/2011 | | 96 Nissan 200 & 96 Expl DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,319.36 | |
| 08/26/2011 | | 03 Dodge Duran DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$3,833.02 | |
| 08/24/2011 | | 06 Saturn Ion DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,205.44 | |
| 08/18/2011 | | 01 Isuzu & 00 Saturn SL2 DSC PAYMENT/PAYMENT 61099 RED BARN MOTORS INC. DSC Payoff | \$4,019.84 | |
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No more history for the selected range

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Accounts

Account History

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|---|
| Search Details |
| For Account: RED BARN : *758 Account Name: Red Barn Motors Inc. Transaction Categories: DSC Funding |

| Transactions - from 07/01/2012 to 04/19/2013 | | | | |
|--|---------------|---|----------------------|--------------------|
| Date | Ref/ Check | Description/ Memo(Category) | Debit/ Withdrawal | Credit/ Deposit |
| 03/12/2013 | | DSC REFUND FORD 500 NEXTGEAR FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$7,033.00 |
| | | | | |

No more history for the selected range

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Accounts

Account History

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| Search Details |
| For Account: RED BARN : *758 Account Name: Red Barn Motors Inc. Transaction Categories: DSC Funding |

| Transactions - from 09/01/2011 to 06/30/2012 | | | | |
|--|---------------|--|----------------------|--------------------|
| Date | Ref/ Check | Description/ Memo(Category) | Debit/ Withdrawal | Credit/ Deposit |
| 04/27/2012 | | DSC FUND #1738 & 1703A DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$27,750.00 |
| 02/13/2012 | | DSC FUND #197 04 RAM #1650 DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$3,690.00 |
| 01/20/2012 | | DSC FUND #1446B \$3325. #1635 \$4335. DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$7,660.00 |
| 10/11/2011 | | DSC FUNDING #88 02 S-10 & #89 96 ELDOR DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$5,975.00 |
| 10/06/2011 | | DSC FUND. #80 99 CRV, #81 96 ALTIMA, #82 00 EXCUR, #83 01 EXPED DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$8,250.00 |
| 09/13/2011 | | DSC FUND. #64 06 MAZDA, #65 01 XTERRA, #66 99 DEVILLE, DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$11,675.00 |
| 09/12/2011 | | DSC FUND. #60 94 TAURUS, #61 87 PORSCHE, #62 98 BLAZER, #63 MAL DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$6,725.00 |
| 09/07/2011 | | DSC FUND. #50 96 DEVILLE DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$1,937.00 |
| 09/06/2011 | | #45 02 RAM, #46 02 SEBR., #47 03 CROWN, #48 07 COBALT, #49 98 LUMINA DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$15,145.00 |

No more history for the selected range

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Accounts

Account History

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|---|
| Search Details |
| For Account: RED BARN : *758 Account Name: Red Barn Motors Inc. Transaction Categories: DSC Funding |

| Transactions - from 01/01/2011 to 08/31/2011 | | | | |
|--|---------------|--|----------------------|--------------------|
| Date | Ref/ Check | Description/ Memo(Category) | Debit/ Withdrawal | Credit/ Deposit |
| 08/17/2011 | | DSC Funding DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$10,731.46 |
| 08/16/2011 | | DSC Funding DSC FUNDING/FUNDING 61099 RED BARN MOTORS INC. DSC Funding | | \$3,175.00 |
| | | | | |

No more history for the selected range

**DEMAND PROMISSORY NOTE
AND SECURITY AGREEMENT**

TO: Dealer Services Corporation
1320 City Center Drive
Suite 100
Carmel, IN 46032

FOR VALUE RECEIVED, the undersigned dealer ("Dealer") promises to pay to the order of Dealer Services Corporation, a Delaware corporation ("DSC"), with its principal office at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032 or such other place as DSC may designate in writing, in lawful money of the United States of America, the principal sum of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (the "Credit Limit") or such greater or lesser sum which may be advanced from time to time, together with all costs, interest, fees, and expenses as provided for under this Note.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. DEFINITIONS: Capitalized terms used in this Note without definition shall have the respective meanings as set forth below. All other terms in this Note shall be defined by the meanings provided for in the Uniform Commercial Code as provided for herein.

- (a) "Advance" shall mean any loan or payment in any amount made pursuant to this Note by DSC to Dealer or on Dealer's behalf to any third party.
- (b) "ACH" shall mean all payments by, or on behalf of, Dealer to DSC made via a nationwide electronic funds transfer network processing electronic debit entries from Dealer's bank accounts.
- (c) "Base Rate" shall mean the greater of that variable rate of interest or that fixed rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 5.00%.
- (d) "Boarding Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.
- (e) "Check" shall mean all payments by, or on behalf of, Dealer to DSC not made in cash, via certified funds, wire transfer or ACH.
- (f) "Collateral" shall have the meaning set forth in Paragraph 2 of this Note.
- (g) "Contract Rate" shall mean that rate of interest as stated on Dealer's Term Sheet. Additionally, in the event no Term Sheet is executed and effective, then 4.25%.
- (h) "Credit Limit" shall mean the maximum amount Dealer may borrow at any one time under this Note.
- (i) "Credit Line" shall mean Dealer's DSC floorplan line of credit pursuant to and under this Note.
- (j) "Dealer's Place of Business" shall mean that place where the Collateral and Dealer's books and records are kept, where Dealer's operations are conducted from and/or if Dealer is a legally recognized business entity where Dealer's registered office is located.
- (k) "Dealer's Home Branch" shall mean the DSC branch location for which Dealer's DSC Credit Line is assigned to by DSC for servicing and administration.
- (l) "Default Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 8%.
- (m) "DSC Administrative Fee" shall mean any fee charged by DSC to Dealer for any service or process requested by Dealer or unilaterally undertaken by DSC, reasonable or necessary to administer or monitor the Credit Line, that is not a Floorplan Fee or DSC Universal Fee.
- (n) "DSC Financed Inventory" shall mean any Unit now or hereafter acquired or retained by Dealer pursuant to an Advance under this Note. DSC Financed Inventory includes Purchase Money Inventory.
- (o) "DSC Lease Program" shall mean any DSC program offered to Dealer designed to allow Dealer to obtain an Advance for a Unit which is the subject of a Dealer originated and owned consumer lease transaction.
- (p) "DSC Published Rate, Fee and Term Schedule" shall mean that current schedule of universal interest rates and fees assessed by DSC, including DSC Universal Fees, late fees, fees relating to returned checks or ACH payments due to insufficient funds,

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the Base Rate, Risk Rate and Default Rate and notice of amendments to Terms and Conditions published by DSC via posting such schedule of such universal rates and fees and notice of amendment to Terms and Conditions at www.discoverdsc.com and posted at each DSC branch office or location.

- (q) "DSC Universal Fee" shall mean any published fee as stated in the DSC Published Rate, Fee and Term Schedule charged by DSC to Dealer.
- (r) "Equipment" shall mean all goods other than inventory held for sale, lease, or daily rental by Dealer in the ordinary course of business.
- (s) "Event of Default" shall have the meaning set forth in Paragraph 6 of this Note.
- (t) "Extension" shall mean that grant by DSC to Dealer of additional time that an Advance for an item of DSC Financed Inventory becomes due and payable.
- (u) "Floorplan Fee" shall mean the fee charged by DSC to Dealer set forth on the Term Sheet for each individual item of DSC Financed Inventory. Additionally, in the event no Term Sheet is executed and effective, then the Floorplan Fee shall be equal to One Hundred Fifty Dollars (\$150.00).
- (v) "GPS Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for the global positioning system supplied for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.
- (w) "Interest" shall mean the aggregate rate of interest which accrues on all Liabilities owed by Dealer to DSC under or arising out of this Note by combining the Base Rate plus the applicable Contract Rate, Risk Rate or Default Rate.
- (x) "Inventory" shall mean all Units held by Dealer for wholesale or retail sale, lease, or rent or leased by Dealer. Inventory includes DSC Financed Inventory.
- (y) "Liabilities" shall mean any and all Advances, debts, DSC Financed Inventory Liabilities, financial obligations, DSC Administrative Fees, DSC Universal Fees, Interest, Floorplan Fees, NSF fees, late fees, charges, expenses, attorney fees, costs of collection, covenants, and duties owing, arising, due or payable from Dealer to DSC of any kind or nature, present or future, under any instrument, guaranty, or other document whether arising under this Note or any other agreement, whether directly or indirectly (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising and however acquired.
- (z) "Maturity Date" shall mean the date an Advance for an item of DSC Financed Inventory becomes due and payable. In the event the Maturity Date relating to a specific Advance for an item of DSC Financed Inventory becomes due and payable falls on a federal banking holiday, Saturday or Sunday, the Maturity Date for such specific Advance shall be the next business date subsequent to such federal banking holiday, Saturday or Sunday.
- (aa) "MSO" shall mean the manufacturer's certificate of origin or other document evidencing ownership of a Unit issued by the manufacturer of the Unit.
- (bb) "Note" shall mean this Demand Promissory Note and Security Agreement and all present and future amendments, modifications and addendums referenced herein.
- (cc) "Period" shall mean that number of days set forth in the Term Sheet, beginning on the date of an Advance and ending on the Maturity Date, and any extension thereto, that an item of DSC Financed Inventory will be financed by DSC to Dealer pursuant to the terms of this Note. Additionally, in the event no Term Sheet is executed and effective, then the Period shall be Thirty (30) days.
- (dd) "Purchase Money Inventory" shall mean a Unit acquired by Dealer pursuant to an Advance under this Note.
- (ee) "Risk Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 6%.
- (ff) "Shortage" shall mean the difference between a payment received by DSC and the amount owing, arising, due, or payable from Dealer to DSC with respect to a specific Advance for a specific item of DSC Financed Inventory.
- (gg) "Terms and Conditions" shall mean all provisions of this Note with the exception of terms specifically relating to Dealer's Floorplan Fees and Contract Rate and any other term referenced in Dealer's Term Sheet.
- (hh) "Term Sheet" shall mean the addendum to this Note, as modified from time to time, which indicates specific terms regarding Dealer's Credit Limit, Floorplan Fees, Contract Rate of interest, Period, principal reduction, and Number of Maturity Date Extensions.

- (ii) "Title" shall mean the certificate of title or other document evidencing ownership of a Unit issued by a duly authorized state, province or government agency.
- (iii) "UCC" shall mean the Uniform Commercial Code as enacted in the State where the Collateral is located.
- (iv) "Unit" shall mean any manufactured item, including vehicles for which a certificate of title or a MSO exists which is the subject of an Advance by DSC to Dealer under this Note.
- (v) "Vehicle Service Contract Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for the service contract supplied for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.

2. GRANT OF SECURITY INTEREST: In order to secure full and prompt payment of all Liabilities and performance of all obligations of Dealer to DSC, Dealer hereby:

- (a) Grants to DSC, together with its subsidiaries, affiliates and assigns, a continuing security interest in all of Dealer's assets and properties, wherever located, including without limitation, all Equipment of any kind or nature, all vehicles, vehicle parts, all Inventory now owned or hereafter acquired, without limitation, DSC Financed Inventory now owned or hereafter acquired, and all additions, accessions, accessories, replacements, and proceeds thereof; all documents, accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Dealer together with the proceeds thereof; all of Dealer's books and records relating to the foregoing ("Collateral"). This security interest is given to DSC to secure Dealer's Liabilities to DSC under this Note, as may be amended from time to time, all without relief from valuation or appraisal laws.
- (b) Agrees to execute and deliver such financing statements and amendments thereto as DSC shall require from time to time.

3. INTEREST RATE. Interest shall accrue on all Dealer Liabilities in accordance with the following:

- (a) All outstanding Liabilities under this Note shall accrue interest (based upon a 360 day year), on a per annum basis and shall be compounded daily at the Base Rate plus the applicable Contract Rate, Risk Rate, or Default Rate until paid in full.
- (b) The Contract Rate stated on Dealer's Term Sheet plus the Base Rate shall be the applicable rate of interest accruing on all Dealer Liabilities, so long as there has not been a breach by Dealer of any representation or warranty made by Dealer under this Note, a breach by Dealer of any covenant or credit term required under this Note, or an event of default by Dealer under this Note.
- (c) In the event a breach of any representation or warranty made by Dealer under Paragraphs 3 or 4 of this Note occurs, or a breach by Dealer of a covenant or credit term required under Paragraph 4 or Paragraph 5 of this Note, the applicable rate of interest accruing on all Dealer Liabilities shall be the Base Rate plus the Risk Rate.
- (d) In the event that an Event of Default occurs as defined in Paragraph 6 of this Note, the applicable rate of interest accruing on all Dealer Liabilities shall be the Base Rate plus the Default Rate.
- (e) The Base Rate, Risk Rate or Default Rate may be amended or modified by DSC in DSC's sole discretion by posting such amendment or modification on the DSC Published Base Rate and Fee Schedule. However, DSC may only increase the Base Rate, Risk Rate or Default Rate by 100 basis points in any one 30-day period.

4. DEALER'S REPRESENTATIONS, WARRANTIES AND COVENANTS: In order to induce DSC to make Advances hereunder, Dealer hereby represents, covenants and warrants:

- (a) To sell, lease or rent DSC Financed Inventory only in the ordinary course of Dealer's business, and not to dispose of such DSC Financed Inventory, except as herein provided.
- (b) To keep DSC Financed Inventory only at Dealer's Place of Business and not to remove said DSC Financed Inventory from such place for a period exceeding twenty-four (24) hours, unless such item of DSC Financed Inventory is the subject of a DSC Lease Program Advance, or otherwise authorized in writing by DSC.
- (c) To keep DSC Financed Inventory in good repair and insured against all physical risks in such amounts and under such policies issued by such insurance company as are deemed necessary and satisfactory by DSC. DSC shall be named "loss payee" to the extent DSC's interest may appear. In the event Dealer fails to procure, maintain or provide proof of such insurance coverage, DSC may, in its sole discretion, purchase necessary insurance to protect its interests and collect the costs from Dealer pursuant to the terms of this Note. Dealer understands and agrees that DSC has an insurable interest in Dealer's Collateral, including but not limited to, DSC Financed Inventory, by virtue of Dealer's pledge of Dealer's Collateral as security to DSC as defined above, for the repayment of all Liabilities by Dealer to DSC under this Note.
- (d) To keep DSC Financed Inventory which is the subject of DSC Lease Program Advance (i) covered by an adequate service contract or warranty acceptable to DSC and provided by an approved DSC Vendor, DSC Financed Inventory (ii) equipped

with a functioning global positioning and starter internet system ("GPS") unit that is acceptable to DSC and provided by an approved DSC vendor; (iii) DSC Financed Inventory covered by a contingent liability insurance policy that is acceptable to DSC and provided by an approved DSC Vendor DSC Financed Inventory; and (iv) covered by Dealer's customer's insurance policy for all physical risks and naming DSC as additional insured and loss payee on the customer's insurance certificate.

- (e) To keep DSC listed as lienholder on the certificate of title for each DSC Financed Inventory which is the subject of DSC Lease Program Advance.
- (f) To keep the lease for each DSC Financed Inventory which is the subject of DSC Lease Program Advance placed with a third party servicer that is acceptable to DSC.
- (g) To keep at all times complete and accurate records of Dealer's business and to provide DSC upon demand copies of such records and financial information regarding Dealer's business and financial condition as DSC may reasonably request. Dealer authorizes DSC to share such information and any other information relating to Dealer's transaction with DSC to any and all persons or parties as DSC deems necessary.
- (h) To allow DSC and its representatives to inspect the DSC Financed Inventory during normal business hours and at other reasonable times and to inspect and make copies of Dealer's books and records. Dealer shall pay DSC upon demand for the costs and expenses incurred by DSC or its representatives with such inspections of Dealer's books and records and audits of Dealer's DSC Financed Inventory.
- (i) To hold all amounts received from the sale of an item of DSC Financed Inventory in the form as received in trust for the sole benefit of and for DSC, and to remit such funds satisfying all amounts due DSC and owing by Dealer for the sold item of DSC Financed Inventory within 24 hours of receipt of such funds.
- (j) That DSC may hold any sums or money belonging to or payable to Dealer and apply the same to any outstanding Liabilities of Dealer.
- (k) That any statement of Dealer's account furnished to Dealer by DSC, to the extent no objection is made in writing by Dealer within 30 days after receipt of such statement, shall constitute a definitive statement of Dealer's Credit Line and Liabilities as of the date of the statement and shall be binding upon Dealer.
- (l) To refrain from paying or declaring any dividends or distributions, redeeming of any capital stock, repaying subordinate debt or other loans to any principal or guarantor of Dealer's Business, during anytime a Liability exists from Dealer to DSC.
- (m) To pay immediately and remain current with all levied taxes, assessments, charges and expenses which may now or hereinafter be levied or assessed against the Collateral and business. DSC may, in its sole discretion, pay such taxes, assessments, charges and expenses to protect its interests and thereafter collect the costs from Dealer pursuant to the terms of this Note.
- (n) That Dealer has obtained all necessary permits and licenses pursuant to local, state and federal law required to operate its business as a wholesale or retail seller, lessor or renter of the DSC Financed Inventory and has complied with all filing requirements to operate as the entity or business type on record with the appropriate governmental office(s).
- (o) That no legal, arbitration, or administrative proceedings are pending or threatened against Dealer which could reasonably affect the Collateral or which materially and adversely affect the properties, business, prospects, or condition, financial or otherwise, of the Dealer or Dealer's ability to honor its obligations hereunder.
- (p) That all payments made by Dealer to DSC via check or ACH, at the time of issuance, are written or drawn upon an account that contains immediately available funds sufficient to cover the dollar amount of the check or ACH.
- (q) That Dealer's legal name and address as they appear in Paragraph 16 of this Note are accurate and complete.
- (r) That Dealer shall immediately notify DSC in writing of any change in Dealer's legal name, address, business type, ownership, management or control and shall execute any documents necessary at DSC's request to bring Dealer into compliance with this Note.
- (s) That Dealer and all guarantors are legally competent and have authority to enter into and execute this Note and any and all other documents.
- (t) That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions applicable to Dealer's DSC Credit Line, whether such terms and conditions are contained in the Term Sheet or this Note.
- (u) That Dealer expressly authorizes and agrees to accept all mailings, facsimile transmissions and telephonic transmissions from DSC including, but not limited to, Credit Line information and promotional materials.
- (v) That Dealer may have an account with DSC where information can be accessed and transmissions can be sent through DSC's website located at www.discoverdsc.com. Dealer shall have the means to control access to the account information by

passwords and a dealer account number in accordance with policies and procedures set forth by DSC. To participate, Dealer shall execute all documents required by DSC to register for such additional service and shall abide by DSC's policies and procedures set forth therein. Dealer agrees such documents shall be incorporated herein by reference and made part of this Note.

- (v) That Dealer shall use Advances solely for business purposes and not for personal, family or household purposes. This means, among other things, that Dealer may not use Advances to purchase a vehicle to be used for Dealer's personal, family or household purposes.

5. CREDIT TERMS AND PROCEDURES:

- (a) The decision to make an Advance to Dealer is the exclusive right of DSC, and Dealer understands that DSC may refuse to make an Advance at any time, with or without cause and without prior notice to Dealer or any guarantors of such decision. Dealer is not obligated to finance any Inventory through DSC. If Dealer's Place of Business is in California, the amount of the first Advance under this Note must be at least \$3,000.00.
- (b) All Dealer requests to DSC for an Advance for the purpose of acquiring Purchase Money Inventory with DSC funds, or financing previously-acquired Inventory with DSC funds must include a copy of the bill of sale for any Unit which is the subject of the request, indicating the actual purchase price and vendor, a completed Odometer Disclosure Statement, and the Unit's certificate of title showing that it has been duly assigned to Dealer. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (c) DSC is not required but may make, without notice to Dealer and without regard to the Dealer's Credit Limit, Advance on Dealer's behalf, for any Liability to a third party at any time Dealer is in default under the terms of this Note. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (d) Dealer must be in complete compliance with this Note before an Advance request will be approved by DSC. Additionally, DSC may require certain other information from Dealer to be submitted on a certified and sworn affidavit including, but not limited to, a statement that Dealer has not used any Advance for any other purpose than its originally requested and verified purpose.
- (e) Dealer shall pay all liabilities to DSC at the offices of DSC, on demand and without notice, with respect to an item of DSC Financed Inventory on the earlier of: (a) twenty-four (24) hours from the time Dealer receives payment by or on behalf of the purchaser of an item of DSC Financed Inventory; (b) forty-eight (48) hours after the disposition by sale or otherwise of an item of DSC Financed Inventory; or (c) the Maturity Date. DSC shall apply such payments to the DSC Financed Inventory Liabilities incurred from said item of DSC Financed Inventory. Notwithstanding anything herein to the contrary, if, after the disposition by sale or otherwise and subsequent payment to DSC as delineated above, a Shortage exists between any payments received by DSC and the DSC Financed Inventory Liability with respect to an item of DSC Financed Inventory, that Shortage shall be considered a Liability owed by Dealer to DSC and secured with Collateral other than DSC Financed Inventory. Dealer shall pay to DSC at the offices of DSC all other Liabilities, on demand and without notice. The order and method of application of such payments of the Liabilities shall be in the discretion of DSC. Payments received by DSC after 5 pm as measured by Dealer's Home Branch shall be applied the next business day.
- (f) If Dealer is in compliance with all other provisions of this Note, DSC may, in its sole discretion, permit an Extension of the Maturity Date relative to an item of DSC Financed Inventory, upon the payment of Shortage, Interest, Floorplan Fee(s) and a principal reduction of the outstanding Advance relating to such item of DSC Financed Inventory pursuant to this Note and as established in the Term Sheet.
- (g) So long as Dealer is not in default of this Note, Dealer may sell DSC Financed Inventory to bona fide buyers in the ordinary and regular course of Dealer's business, but nothing herein shall be deemed to waive or release any interest DSC may have hereunder or under any other agreement in any proceeds or replacements of the DSC Financed Inventory. Upon the sale of any specific item of DSC Financed Inventory, Dealer shall hold the amount received from the disposition of such DSC Financed Inventory in Trust for the benefit of DSC, and Dealer shall pay to DSC, in accordance with this Note, an amount equal to the unpaid balance of the Liabilities relating to such specific item of DSC Financed Inventory.
- (h) Dealer shall allow DSC's officers, employees, agents, attorneys, designees and representatives access to Dealer's books and records at the Dealer's Place of Business to conduct an audit of Dealer's DSC Financed Inventory. Dealer shall be responsible for and agrees to pay all of DSC's expenses in conducting such audit.
- (i) Upon request by Dealer to obtain, for a legitimate business purpose, the Title to a specific item of DSC Financed Inventory held by DSC, DSC may consider said request and, in DSC's sole discretion, grant such request. In the event DSC grants such request, Dealer must deliver to DSC a check or draft which is signed and dated on the date as of which the Dealer takes physical custody of the subject Title in an amount equal to the Liability relating to such specific item of DSC Financed Inventory. The subject Title must be returned to DSC within the time period established by DSC or any outstanding Liability relating to any such Advance for such specific items of DSC Financed Inventory shall become immediately due and payable, and DSC may deposit or present such check or draft for payment in partial or whole satisfaction thereof, whichever the case may be.

- (j) To protect DSC's interest, Dealer authorizes DSC to obtain credit information from a credit bureau, and any financial institutions or trade creditor that Dealer has provided, as well as other credit investigation that DSC in DSC's sole discretion deems necessary. Dealer also authorizes DSC to contact any third parties to disclose information, including information contained in the DSC application, for the purpose of, among other things, obtaining intercreditor agreements and perfection of DSC's security interest. Further, if Credit Line is granted, Dealer authorizes DSC to review Dealer's account periodically, which may include obtaining additional credit reports.
 - (k) Dealer's account is subject to "NSF" fees in the amount stated in the DSC Published Rate, Fee and Term Schedule or maximum amount permitted by law for each check or ACH issued by Dealer which is subsequently returned for insufficient funds, in addition to any charge or fee imposed by Dealer's and/or DSC's depository institution.
 - (l) DSC may process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution. By submitting a check for payment, you authorize DSC to initiate an electronic debit from your bank account. When DSC processes your check electronically, your payment may be debited from your bank account as soon as the same day we receive your check and you will not receive that cancelled check with your bank account statement.
 - (m) Dealer's account is subject to a late fee charge in the amount stated in the DSC Published Rate, Fee and Term Schedule or the maximum amount permitted by law for any item of DSC Financed Inventory that Dealer fails to remit payment under this Note when due. Dealer acknowledges and agrees that the late fee charged by DSC is a reasonable estimate of DSC's probable losses due to the delay, inconvenience, and administrative expenses associated with a late payment. Dealer's account is subject to DSC Administrative Fees. Dealer acknowledges and agrees that any such DSC Administrative Fee charged by DSC is permitted under this Note and consents to the assessment of any such DSC Administrative Fee to Dealer's account. Dealer further acknowledges and agrees that DSC Administrative Fees are subject to business and market conditions and may be adjusted unilaterally by DSC without notice to Dealer and at DSC's sole discretion.
 - (n) DSC maintains and publishes the "DSC Published Rate, Fee and Term Schedule" via posting the same on www.discoverdsc.com and in each DSC branch location. All such rates, fees and such amendments to the Terms and Conditions are published therein and incorporated herein by reference and made a part of this Note. With the exception of DSC Administrative Fees and Floorplan Fees, the rates and fees applied to Dealer's Liabilities under this Note and the amended Terms and Conditions stated therein shall be the applicable rates and fees and amendments to the Terms and Conditions most recently published on the DSC Published Rate, Fee and Term Schedule. DSC may amend the rates and fees and amend the Terms and Conditions from time to time at DSC's sole discretion and without additional Notice to Dealer other than the publication of such amendments on www.discoverdsc.com.
 - (o) Dealer waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and expressly agrees that this Note and all payments coming due under it may be extended or modified, from time to time without in any way affecting Dealer's liability under this Note. Dealer understands that this Note matures upon issuance, and that DSC may, at any time, and without notice to Dealer, with or without cause, demand that the Note be immediately paid in full. The demand nature of this Note does not limit DSC's election of remedies upon a default by Dealer. At DSC's option, DSC may reference a term of default for the purpose of permitting DSC to receive interest at the Default Rate. It is agreed that DSC may demand partial payments under this Note, and said partial demand shall not change DSC's rights under this Note.
6. EVENT OF DEFAULT: The occurrence of any of the following events shall be considered an event of default under this Note ("Event of Default"):
- (a) The Dealer fails to perform any of its obligations, undertakings or covenants under this Note, fails to adhere to a credit term under this Note, including but not limited to, failure to make payment upon maturity or upon demand of any outstanding Liability under this Note; or
 - (b) Any warranty or representation made by the Dealer proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished by Dealer to DSC proving to have been false or misleading in any material respect when made or delivered; or
 - (c) Any damage or destruction of a substantial part of the Collateral occurs and appropriate insurance naming DSC as "Loss Payee" is not in effect; or
 - (d) The Dealer becomes insolvent or consents to the appointment of a trustee, receiver or other custodian for the Dealer or any property thereof, or makes a general assignment for the benefit of creditors; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or a dissolution or liquidation proceeding is commenced in respect of the Dealer; or
 - (e) Any material change in the management, ownership or control of Dealer; or
 - (f) The voluntary or administrative dissolution, death or incompetence of Dealer or any Guarantor of this Note; or
 - (g) Any change in the financial condition of Dealer or Guarantor(s) that DSC in good faith deems adverse; or

- (b) DSC in good faith deems itself insecure for any reason.
- (i) Dealer has failed to maintain compliance with Dealer's obligations in paragraph 4 (c) of this Note relating to any DSC Financed Item of Inventory that is the subject of a lease contract between Dealer and Dealer's customer.
- (j) Dealer has defaulted under any other written agreement entered into by and between DSC and Dealer.

7. **RIGHTS AND REMEDIES:** Upon an event of default, DSC may, at its option and without notice, exercise any of the following rights in a separate, successive or concurrent fashion and such exercise of any right shall not preclude pursuit of other rights and remedies at a later time:

- (a) Demand immediate payment of all Liabilities under this Note and all other indebtedness owed to DSC by Dealer. DSC shall have all the rights and remedies available hereunder, at law or in equity, including without limitation, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the jurisdiction where the Collateral is kept. These rights and remedies include the right to cancel any unfunded Advances, to enter into Dealer's premises with or without legal process, but without force, and to take possession and remove the Collateral. At DSC's request and to the extent Dealer may lawfully do so, Dealer shall assemble, prepare for removal and make available to DSC at a place designated by DSC which is reasonably convenient for DSC and Dealer, such items of Collateral as DSC may deem sufficient to cover all Dealer's Liabilities to DSC; and
- (b) Initiate proceedings to appoint a receiver in any court of competent jurisdiction. Dealer waives the right to notice and hearing of the appointment of a receiver and consents to the appointment without requiring DSC to post a bond; and
- (c) To the extent allowed by law, Dealer gives consent to DSC to proceed in any action to collect on or execute against any and all bonds that Dealer has posted with any governmental authorities; and
- (d) Without limiting the foregoing, DSC may take control of any funds generated by the Collateral, and in DSC's name or Dealer's name, demand, collect, receipt for, settle, compromise, sue for, repossess, accept returns of, foreclose or realize upon any Collateral. Dealer waives any and all rights it may have to notice prior to seizure by DSC of any Collateral. Dealer agrees that private sale of any item financed by DSC at the amount owed to DSC on that item, less costs reasonably incurred by DSC in preparation of disposition of the Collateral, shall be a commercially reasonable method of disposition of the Collateral. Dealer shall be liable to DSC for any deficiency resulting from DSC's disposition of the Collateral. Dealer agrees that the Collateral is of the type customarily sold on a recognized market and that DSC therefore has no obligation to notify Dealer prior to a sale. However, Dealer agrees that ten (10) days prior written notice of public sale date or the date after which a private sale may occur shall be reasonable notice. DSC shall not be responsible for the accuracy or validity of any document or for the existence or value of any Collateral. DSC shall not be required to marshal any assets in favor of Dealer. DSC has no obligation to pursue any third person for any Liability or obligation owed to Dealer. Dealer further agrees to pay reasonable attorney fees and collection costs incurred by DSC in enforcing this Note after an event of default by Dealer. To the extent not prohibited by law, Dealer waives all appraisal, valuation, anti-deficiency, homestead, exemption or usury laws now or hereafter in effect and releases all right to appeal after payment in full.

8. **POWER OF ATTORNEY:** Dealer shall execute an irrevocable Power of Attorney in DSC's favor and such Power of Attorney shall be incorporated herein by reference and made a part of this Note.

9. **GUARANTY(IES):** Dealer shall cause each owner of Dealer to execute an Individual Personal Guaranty. If Dealer is owned in whole or in part by a legally recognized business entity or trust, then Dealer shall cause said entity or trust to execute a Guaranty in addition to all required Individual Personal Guaranties. All such and the same shall be incorporated herein by reference and made a part of this Note.

10. **TERM SHEET(S):** Prior to an Advance under this Note, Dealer shall execute a Term Sheet for each unique set of terms applicable to Dealer, which may be amended from time to time, and the same shall be incorporated herein by reference and made a part of this Note.

11. **ASSIGNMENT:** This Note may be assigned by DSC but Dealer may not assign this Note without the prior written consent of DSC.

12. **INDEMNIFICATION:** Dealer shall indemnify and hold DSC harmless from and against all, loss, damage, costs, or expenses of whatever kind or nature relating to claims of third parties arising out of or in any way connected to this Note or Dealer's business affairs including, without limitation, attorneys' fees and expenses incurred both in the defense of any action against DSC and in any action to enforce these indemnity rights as against the Dealer.

13. **NO JOINT VENTURE OR PARTNERSHIP:** Nothing contained herein shall confer upon DSC or Dealer any interest in, or subject either of them to any liability for, or in respect of the business, assets, profits, losses or liabilities of the other. This Note does not constitute and shall not be characterized as a joint venture or partnership between DSC and Dealer. Nothing in this section shall limit or restrict the respective obligations and undertakings of DSC and Dealer hereunder.

14. **AMENDMENT, MODIFICATION AND MERGER:** This Note and all documents incorporated herein by reference are intended by the parties as an amendment and restatement of any prior Demand Promissory Note and Security Agreement(s) between DSC and Dealer. With

the exception of the amendments and modifications referenced in Paragraphs 3 and 5 above, this Note may not be modified or amended except upon the written consent of DSC and Dealer. However, descriptions of specific items of DSC Financed Inventory, amounts and terms of Advances, Maturity Date Extensions, Interest, Base Rates, Risk Rates, Default Rates, DSC Administrative Fees, DSC Universal Fees, late fees, NSF Fees, Terms and Conditions and other charges allowed by this Note may be proven by ordinary course of business records of DSC.

15. **EXECUTION:** The parties understand and agree that DSC may execute this Note and all corresponding documents by affixing an authorized DSC Officer's signature via signature stamp. Dealer may only execute this Note by original signature. A facsimile reproduction of such authorized DSC Officer's signature and Dealer's signature on the Note and all corresponding documents shall be deemed original signatures.

16. **NOTICES:** All notices, requests and demands to or upon the respective parties hereto, including Service of Process of any legal proceeding initiated by either party, shall be deemed to have been duly given or made: if by hand or by facsimile, immediately upon the Business Day of receipt, if received before 5 p.m., recipient's time, otherwise on the next Business Day; if by Federal Express, Express Mail or any other overnight delivery service with proof of next day delivery on a Business Day, one (1) Business Day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein:

To DSC: Dealer Services Corporation, 1320 City Center Drive, Suite 100, Carmel, IN 46032
Telephone (317) 571-3721 Facsimile: (317) 571-3737

To Dealer: Platinum Motors Inc. DBA Platinum Motors
5831 Jefferson Avenue, Newport News, VA 23605
Telephone: (757) 926-2097 Facsimile: (757) 926-2098

17. **NO WAIVER:** No failure or delay by DSC in exercising any right, power, or privilege under this Note will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

18. **TERMINATION:** No termination of this Note shall alter Dealer's obligations and Liabilities relating to amounts funded or committed prior to the effective date of such termination, and all rights and remedies, including without limitation, the security interest granted herein and the rights of DSC as a secured party hereunder, shall extend until all Liabilities owed by Dealer to DSC have been satisfied.

19. **LEGAL FEES AND COLLECTION COSTS:** Dealer shall pay to DSC all reasonable legal fees, expenses and collection costs incurred as a result of Dealer's default or failure of any obligation under this Note.

20. **SEVERABILITY:** Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.

21. **GOVERNING LAW:** The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof. However, in the event Dealer's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

22. **JURISDICTION AND VENUE:** As evidenced by Dealer's signature below, Dealer submits to the personal jurisdiction and venue of the state or federal courts of Marion and Hamilton County, Indiana and agrees that any and all claims or disputes pertaining to this Note or to any matter arising out of or related to this Note initiated by Dealer against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Dealer expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. DSC reserves the right to initiate and prosecute any action against Dealer in any court of competent jurisdiction, and Dealer consents to such Forum as DSC may elect. However, in the event this Note is made and entered into in the State of California, the state or federal courts located in the State of California shall have jurisdiction to hear and determine any claims or disputes between the parties pertaining to this Note or to any matter arising out of or related to this Note. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such Court, and each party hereby waives any objection which such party may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens, and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such Court.

23. **WAIVER OF BOND:** Dealer waives, to the extent permitted by law, any bond or surety or security on such bond which might, but for this waiver, be required of DSC.

24. **WAIVER OF JURY TRIAL:** DEALER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF THE DEALER. THE DEALER SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR

OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL HAVE NOT BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY DSC EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH DEALER AND DSC.

25. JUDICIAL REFERENCE. IF DEALER'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEALER AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

26. HEADINGS: Paragraph headings used in this Note are for reference only and shall not affect the construction of this Note.

WHEREFORE, the parties have, by their duly authorized representatives, executed this Note on the 23 day of MAY, 2014.

Dealer: Platinum Motors Inc. DBA Platinum Motors

Accepted By: Dealer Services Corporation

By: [Signature]
DSC Officer

By: [Signature]
Nicol Zenia Perry, President

GUARANTORS ACKNOWLEDGE AND CONSENT OF AND TO THE FOREGOING:

Guarantor: [Signature]
Nicol Zenia Perry

POWER OF ATTORNEY

Platinum Motors Inc. DBA Platinum Motors, ("Dealer"), hereby irrevocably appoints Dealer Services Corporation ("DSC"), a Delaware corporation with its principal place of business located at 1320 City Center Drive, Suite 100, Carmel, Indiana, 46032, and DSC's agents, as its lawful attorney-in-fact by executing this Power of Attorney in accordance with the Demand Promissory Note and Security Agreement ("Note") contemporaneously entered into by Dealer and DSC, to which all capitalized terms used herein shall have the meanings set forth in the Note, to act with or without the occurrence of an Event of Default and with or without notice to Dealer:

- (a) to act with general authority and delegate such authority with respect to all Dealer's Collateral and all transactions relating thereto;
- (b) to execute security agreements and related documents necessary for Dealer to acquire or sell Collateral;
- (c) to endorse any document, instrument, certificate of title or other evidence of title, state registration documents, or related documents necessary to protect the Collateral in the name of Dealer;
- (d) to endorse notes, checks, drafts, money orders, documents, or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of Dealer and deposit the same in the account of DSC on account of any Liability due DSC from Dealer under the Note;
- (e) to demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral or chattel paper related to the Collateral or any insurance claims thereon in such manner as DSC may determine;
- (f) to endorse in the name of and on behalf of Dealer any chattel paper, invoice, bill of sale, document, instrument or bill of lading relating to the Collateral;
- (g) to sign the Dealer's name to all proofs of claim against any account debtor on behalf of Dealer;
- (h) to notify the post office authorities to change the address for delivery of the Dealer's mail to an address designated by DSC and to receive such mail on behalf of Dealer; and
- (i) to do all things necessary to satisfy Dealer's obligations and Liabilities under the Note.

DSC will not be liable for any acts or omissions or for any error of judgment or mistake of fact or law, absent gross negligence, bad faith or willful misconduct. This power, being coupled with an interest, is irrevocable until the Liabilities have been fully satisfied.

Executed this 23 day of May, 2011.

Dealer: Platinum Motors Inc. DBA Platinum Motors

Signature: Nicol Zenia Perry, President

Nicol Zenia Perry, President

STATE OF Virginia)
COUNTY OF Virginia Beach) SS:

Before me, a Notary Public in and for said County and State, personally appeared Nicol Zenia Perry, who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

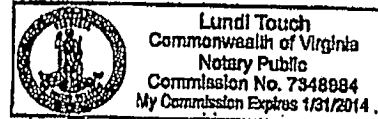
Witness my hand and Notarial Seal this 23 day of May, 2011.

Notary Signature Lund Touch

Notary, Printed Lund Touch

My Commission Expires: 1/31/2014

County of Residence: Virginia Beach



TERM SHEET

Dealer: Platinum Motors Inc. DBA Platinum Motors

Branch: Virginia Beach

Dealer Number: 60058

Date of Original Note:

Term Plan Type: Retail (Buyer)

The following, as defined in the Demand Promissory Note and Security Agreement, shall apply effective immediately to any Advance made by DSC to Dealer under the Note and pursuant to this Term Sheet.

Floorplan Fee, Period, Principal Reduction: The Floor Plan Fee, Period and Principal Reduction for any one Advance made pursuant to this Term Sheet shall be as follows:

| Period | Number of Days in Period | Required Principal Reduction to Extend Maturity Date | Floorplan Fee |
|--------|--------------------------|--|---------------|
| 1 | 60 | 10.00% | \$85.00 |
| 2 | 30 | 20.00% | \$75.00 |
| 3 | 30 | 100.00% | \$75.00 |

Contract Rate: The Contract Rate of interest shall accrue on all Liabilities, including but not limited to, Inventory Advances at the Base Rate plus 4.5% per annum compounded daily unless otherwise provided for pursuant to the Terms and Conditions of the Note.

Dealer may pay the Floorplan Fee at the time of the Advance to avoid incurring interest charges thereon. If Dealer elects not to pay the Floorplan Fee at the time of the Advance, the Interest on the Floorplan Fee will accrue per the terms of this Note. By initialing the box at the end of this sentence, Dealer acknowledges that Interest will accrue on the Floorplan Fee per terms of the Note. NP. Dealer shall not be entitled to extend any one Advance made pursuant to this Term Sheet beyond the last defined Period above.

Before DSC will approve directly funding the bank account of Dealer for any Advance, Dealer acknowledges that DSC must hold a first priority security interest in all Dealer's DSC-Financed Inventory. NP.

Executed by the undersigned duly authorized representatives effective as of the 23 day of MAY, 2011.

Dealer: Platinum Motors Inc.

Dealer Services Corporation

DBA: Platinum Motors

DBA:

By:

DSC Officer

Signature:

Nicol Zenia Perry, President

That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions appearing herein and applicable to Dealer's DSC account.

INDIVIDUAL PERSONAL GUARANTY

WHEREAS, Dealer Services Corporation, a Delaware corporation ("DSC"), in consideration of any present or future loans or other financial advances to Platinum Motors Inc. DBA Platinum Motors (hereinafter sometimes referred to as "Debtor"); and

WHEREAS, on the 23 day of MAY, 2014, Debtor executed and delivered to DSC its principal Demand Promissory Note and Security Agreement ("Note"); and

WHEREAS, the loan of DSC to Debtor is conditioned upon said indebtedness being personally guaranteed as to the payment thereof by Nicol Zenia Perry (hereinafter referred to as "Guarantor"); and

WHEREAS, in consideration of the financial and other support that the Debtor has provided, and such financial and other support as the Debtor may in the future provide, to the Guarantor, and in order to induce DSC to provide Credit to Debtor, and because Guarantor has determined that executing this Individual Personal Guaranty (hereinafter referred to as "Guaranty") is in its interest and to its financial benefit, the Guarantor is willing to guarantee the obligations of Debtor under the Note; and

WHEREAS the Guaranty shall be irrevocable, continuing and unconditional as to all Liabilities owed by Debtor at all times;

1. NOW, THEREFORE, the Guarantor, in executing this Guaranty, jointly and severally guarantees that Debtor will promptly pay the full amount of principal and interest, all costs and fees, including but not limited to, reasonable attorneys' fees and collection costs, and any other liabilities arising out of the Note as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as a primary not a secondary liability of Guarantor.
2. Without limiting the generality of the foregoing, the Guarantor agrees that he/she will pay the full amount of principal and interest of the Note now or hereafter due as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as primary and not a secondary liability of Guarantor.
3. The Guarantor hereby waives demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non performance on all of said indebtedness; and if said indebtedness is renewed, or if the time for payment thereof be extended (to which Guarantor hereby expressly consents to any such renewal or extension) either with or without notice to Guarantor, Guarantor unconditionally guarantees the payment of such indebtedness at the time fixed for the payment thereof in and by any such renewal or extension. Guarantor further waives all rights, by statute or otherwise, to require the holder of the Note to institute suit against the original maker of the Note; also to exercise diligence in enforcing this or any other instrument.
4. To the extent permitted by law, Guarantor waives all defenses legally available to Guarantor, Guarantor being bound to the payment of said indebtedness of the original maker of the Note. The holder of the Note may take any new or additional or substituted security from time to time without in any way impairing the obligation of the undersigned; and the impairment of the security, which said holder may from time to time hold as security for said loan, shall in no way operate to discharge the undersigned in whole or in part, it being specifically agreed that the holder is not required to exercise diligence to enforce its rights against the original maker of the Note. The holder is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with the security herein; but the holder of the Note shall be under no obligation to collect or to protect any of such security or said indebtedness, and its neglect or failure to collect or protect the same is excused. Acceptance of the Guaranty is waived.
5. Forbearance on the part of DSC to take steps to enforce payment of said indebtedness arising from Guarantor's default in any respect whatever, or the giving of further time to the original maker of the Note, shall in no way release the undersigned, but the undersigned shall remain jointly and severally liable hereunder for the prompt payment of said indebtedness.
6. This Guaranty is for the use and benefit of the holder of the Note, who in the first instance will be DSC. This Guaranty shall also be for the use and benefit of any subsequent owner of the Note, and each owner of the Note may assign this Guaranty to its successor owner of the Note.
7. All reasonable costs and expenses, including attorneys' fees, incurred by the holder of the Note to enforce this Guaranty, shall be paid by the undersigned.

8. The liability of the Guarantor shall continue until payment is made of every obligation of the Debtor now or hereafter incurred in connection with the Note, and until payment is made of any loss or damage incurred by DSC with respect to any matter covered by this Guaranty.

9. Guarantor consents that, without affecting the Guarantor's liability, DSC may, without notice to or consent of Guarantor on such terms as DSC may deem advisable, extend in whole or in part, by renewal or otherwise, the time of payment of the debt now or hereafter owing by the Debtor to DSC or held by DSC as security for any obligation herein described, or may do or refrain from doing any act whatever. Guarantor also consents that DSC may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of Debtor to DSC, and may also settle or compromise any claim of DSC against Debtor or against any other person or corporation whose obligation is held by DSC as collateral security for any obligation of Debtor or DSC. Guarantor hereby ratifies and affirms any such actions, and all such actions shall be binding on Guarantor, and Guarantor hereby waives all defenses, counterclaims or offsets which Guarantor may have.

10. Guarantor also waives notice of failure of any person to pay to DSC any debt held by DSC as collateral security for the obligations of Debtor, and all defenses, offsets and counterclaims which Guarantor may at any time have to any claim of DSC against Debtor.

11. Guarantor represents that at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of this Guaranty.

12. Guarantor understands that so long as any indebtedness exists from Debtor to DSC, Debtor is not permitted to repay any loans or obligation owing Guarantor, present or future. Guarantor agrees that any such payments made by Debtor to Guarantor shall be held in trust for the benefit of DSC and shall be immediately delivered to DSC.

13. DSC may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guaranty without first proceeding against any other person, firm or corporation, and without resorting to any property held by DSC as collateral security.

14. The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof, and Guarantor agrees that any and all claims or disputes pertaining to this Guaranty or to any matter arising out of or related to this Guaranty initiated by Debtor against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Guarantor expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. However, in the event Debtor's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

15. Guarantor understands that the right to trial by jury is an unconditional right afforded by the United States Constitution and understands that right may be waived. Guarantor has consulted with or has had the opportunity to consult with his/her attorney and hereby knowingly, intentionally and voluntarily waives any right to trial by jury regarding any litigation arising out of or in connection with this Guaranty. Guarantor understands that DSC also has waived its right to trial by jury and agrees that such waiver by Guarantor and DSC are for the mutual benefit of the parties. Further, Guarantor understands and agrees that such waiver is a material inducement for both parties in entering into this Guaranty and transactions relating thereto.

16. JUDICIAL REFERENCE. IF DEBTOR'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEBTOR AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF

SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THE NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

17. Any provision of this Guaranty that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Guaranty or affecting the validity or enforceability of any provision of this Guaranty.

18. Words of "Guaranty" contained herein in no way diminish or impair the absolute liability hereby created.

19. This Guaranty is intended by the Guarantor as an amendment and restatement of any prior Personal Guaranty made by Guarantor related to the Demand Promissory Note and Security Agreement or amendment thereof executed by Debtor.

20. POLICY CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Executed by the undersigned this 23 day of May, 2011.

Signature: _____

Nicol Zenia Perry

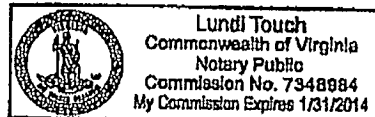
STATE OF Virginia)
COUNTY OF Virginia Beach) SS:

Before me, a Notary Public in and for said County and State, personally appeared Nicol Zenia Perry, who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

Witness my hand and Notarial Seal this 23 day of May, 2011.

Notary Signature _____

Notary, Printed Lund Touch



My Commission Expires: 1/31/2014

County of Residence: Virginia Beach

**DEMAND PROMISSORY NOTE
AND SECURITY AGREEMENT**

TO: Dealer Services Corporation
1320 City Center Drive
Suite 100
Carmel, Indiana 46032

FOR VALUE RECEIVED, the undersigned dealer ("Dealer") promises to pay to the order of Dealer Services Corporation, a Delaware corporation ("DSC"), with its principal office at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032 or such other place as DSC may designate in writing, in lawful money of the United States of America, the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Credit Limit") or such greater or lesser sum which may be advanced from time to time, together with all costs, interest, fees, and expenses as provided for under this Note.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. DEFINITIONS: Capitalized terms used in this Note without definition shall have the respective meanings as set forth below. All other terms in this Note shall be defined by the meanings provided for in the Uniform Commercial Code as provided for herein.
- (a) "Advance" shall mean any loan or payment in any amount made pursuant to this Note by DSC to Dealer or on Dealer's behalf to any third party.
 - (b) "ACH" shall mean all payments by, or on behalf of, Dealer to DSC made via a nationwide electronic funds transfer network processing electronic debit entries from Dealer's bank accounts.
 - (c) "Base Rate" shall mean the greater of that variable rate of interest or that fixed rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 5.00%.
 - (d) "Check" shall mean all payments by, or on behalf of, Dealer to DSC not made in cash, via certified funds, wire transfer or ACH.
 - (e) "Collateral" shall have the meaning set forth in Paragraph 2 of this Note.
 - (f) "Contract Rate" shall mean that rate of interest as stated on Dealer's Term Sheet. Additionally, in the event no Term Sheet is executed and effective, then 4.25%.
 - (g) "Credit Limit" shall mean the maximum amount Dealer may borrow at any one time under this Note.
 - (h) "Credit Line" shall mean Dealer's DSC floorplan line of credit pursuant to and under this Note.
 - (i) "Dealer's Place of Business" shall mean that place where the Collateral and Dealer's books and records are kept, where Dealer's operations are conducted from and/or if Dealer is a legally recognized business entity where Dealer's registered office is located.
 - (j) "Dealer's Home Branch" shall mean the DSC branch location for which Dealer's DSC Credit Line is assigned to by DSC for servicing and administration.
 - (k) "Default Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 8%.
 - (l) "DSC-Financed Inventory" shall mean any Unit now or hereafter acquired or retained by Dealer pursuant to an Advance under this Note.
 - (m) "DSC Administrative Fee" shall mean any fee charged by DSC to Dealer for any service or process requested by Dealer or unilaterally undertaken by DSC, reasonable or necessary to administer or monitor the Credit Line, that is not a Floorplan Fee or DSC Universal Fee.
 - (n) "DSC Published Rate, Fee and Term Schedule" shall mean that current schedule of universal interest rates and fees assessed by DSC, including DSC Universal Fees, late fees, fees relating to returned checks or ACH payments due to insufficient funds, the Base Rate, Risk Rate and Default Rate and notice of amendments to Terms and Conditions published by DSC via posting such schedule of such universal rates and fees and notice of amendment to Terms and Conditions at www.discoverdsc.com and posted at each DSC branch office or location.
 - (o) "DSC Universal Fee" shall mean any published fee as stated in the DSC Published Rate, Fee and Term Schedule charged by DSC to Dealer.

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- (p) "Equipment" shall mean all goods other than Inventory held for sale, lease, or daily rental by Dealer in the ordinary course of business.
- (q) "Event of Default" shall have the meaning set forth in Paragraph 6 of this Note.
- (r) "Extension" shall mean that grant by DSC to Dealer of additional time that an Advance for an item of DSC-Financed Inventory becomes due and payable.
- (s) "Floorplan Fee" shall mean the fee charged by DSC to Dealer set forth on the Term Sheet for each individual item of DSC-Financed Inventory. Additionally, in the event no Term Sheet is executed and effective, then the Floorplan Fee shall be equal to One Hundred Fifty Dollars (\$150.00).
- (t) "Interest" shall mean the aggregate rate of interest which accrues on all Liabilities owed by Dealer to DSC under or arising out of this Note by combining the Base Rate plus the applicable Contract Rate, Risk Rate or Default Rate.
- (u) "Inventory" shall mean all Units held by Dealer for wholesale or retail sale, lease, or rent.
- (v) "Liabilities" shall mean any and all Advances, debts, DSC-Financed Inventory Liabilities, financial obligations, DSC Administrative Fees, DSC Universal Fees, Interest, Floorplan Fees, NSF fees, late fees, charges, expenses, attorney fees, costs of collection, covenants, and duties owing, arising, due or payable from Dealer to DSC of any kind or nature, present or future, under any instrument, guaranty, or other document whether arising under this Note or any other agreement, whether directly or indirectly (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising and however acquired.
- (w) "Maturity Date" shall mean the date an Advance for an item of DSC-Financed Inventory becomes due and payable. In the event the Maturity Date relating to a specific Advance for an item of DSC-Financed Inventory becomes due and payable falls on a federal banking holiday, Saturday or Sunday, the Maturity Date for such specific Advance shall be the next business date subsequent to such federal banking holiday, Saturday or Sunday.
- (x) "MSO" shall mean the manufacturer's certificate of origin or other document evidencing ownership of a Unit issued by the manufacturer of the Unit.
- (y) "Note" shall mean this Demand Promissory Note and Security Agreement and all present and future amendments, modifications and addendums referenced herein.
- (z) "Period" shall mean that number of days set forth in the Term Sheet, beginning on the date of an Advance and ending on the Maturity Date, and any extension thereto, that an item of DSC-Financed Inventory will be financed by DSC to Dealer pursuant to the terms of this Note. Additionally, in the event no Term Sheet is executed and effective, then the Period shall be Thirty (30) days.
- (aa) "Purchase Money Inventory" shall mean a Unit acquired by Dealer pursuant to an Advance under this Note.
- (bb) "Risk Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 6%.
- (cc) "Shortage" shall mean the difference between a payment received by DSC and the amount owing, arising, due, or payable from Dealer to DSC with respect to a specific Advance for a specific item of DSC-Financed Inventory.
- (dd) "Terms and Conditions" shall mean all provisions of this Note with the exception of terms specifically relating to Dealer's Floorplan Fees and Contract Rate and any other term referenced in Dealer's Term Sheet.
- (ee) "Term Sheet" shall mean the addendum to this Note, as modified from time to time, which indicates specific terms regarding Dealer's Credit Limit, Floorplan Fees, Contract Rate of interest, Period, principal reduction, and Number of Maturity Date Extensions.
- (ff) "Title" shall mean the certificate of title or other document evidencing ownership of a Unit issued by a duly authorized state, province or government agency.
- (gg) "UCC" shall mean the Uniform Commercial Code as enacted in the State where the Collateral is located and the version in effect as of the date of this Note.
- (hh) "Unit" shall mean any manufactured item, including vehicles for which a certificate of title or a MSO exists which is the subject of an Advance by DSC to Dealer under this Note.

2. GRANT OF SECURITY INTEREST: In order to secure full and prompt payment of all Liabilities and performance of all obligations of Dealer to DSC, Dealer hereby:

- (a) Grants to DSC, together with its subsidiaries, affiliates and assigns, a continuing security interest in all of Dealer's assets and properties, wherever located, including without limitation, all Equipment of any kind or nature, all vehicles, vehicle parts, all Inventory now owned or hereafter acquired, without limitation, Purchase Money Inventory now owned or hereafter acquired, and all additions, accessions, accessories, replacements, and proceeds thereof; all documents, accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Dealer together with the proceeds thereof; all of Dealer's books and records relating to the foregoing ("Collateral"). This security interest is given to DSC to secure Dealer's Liabilities to DSC under this Note, as may be amended from time to time, all without relief from valuation or appraisal laws.
- (b) Agrees to execute and deliver such financing statements and amendments thereto as DSC shall require from time to time.

3. INTEREST RATE. Interest shall accrue on all Dealer Liabilities in accordance with the following:

- (a) All outstanding Liabilities under this Note shall accrue interest (based upon a 360 day year), on a per annum basis and shall be compounded daily at the Base Rate plus the applicable Contract Rate, Risk Rate, or Default Rate until paid in full.
- (b) The Contract Rate stated on Dealer's Term Sheet plus the Base Rate shall be the applicable rate of Interest accruing on all Dealer Liabilities, so long as there has not been a breach by Dealer of any representation or warranty made by Dealer under this Note, a breach by Dealer of any covenant or credit term required under this Note, or an event of default by Dealer under this Note.
- (c) In the event a breach of any representation or warranty made by Dealer under Paragraphs 3 or 4 of this Note occurs, or a breach by Dealer of a covenant or credit term required under Paragraph 4 or Paragraph 5 of this Note, the applicable rate of Interest accruing on all Dealer Liabilities shall be the Base Rate plus the Risk Rate.
- (d) In the event that an Event of Default occurs as defined in Paragraph 6 of this Note, the applicable rate of Interest accruing on all Dealer Liabilities shall be the Base Rate plus the Default Rate.
- (e) The Base Rate, Risk Rate or Default Rate may be amended or modified by DSC in DSC's sole discretion by posting such amendment or modification on the DSC Published Base Rate and Fee Schedule. However, DSC may only increase the Base Rate, Risk Rate or Default Rate by 50 basis points in any one 30-day period.

4. DEALER'S REPRESENTATIONS, WARRANTIES AND COVENANTS: In order to induce DSC to make Advances hereunder, Dealer hereby represents, covenants and warrants:

- (a) To sell, lease or rent DSC-Financed Inventory only in the ordinary course of Dealer's business, and not to dispose of such DSC-Financed Inventory, except as herein provided.
- (b) To keep DSC-Financed Inventory only at Dealer's Place of Business and not to remove said DSC-Financed Inventory from such place for a period exceeding twenty-four (24) hours, unless such item of DSC-Financed Inventory is the subject of a daily rental agreement, rent to own agreement, lease here pay here agreement, retail installment sales contract, or otherwise authorized in writing by DSC.
- (c) To keep DSC-Financed Inventory in good repair and insured against all physical risks in such amounts and under such policies issued by such insurance company as are deemed necessary and satisfactory by DSC. DSC shall be named "loss payee" to the extent DSC's interest may appear. In the event Dealer fails to procure, maintain or provide proof of such insurance coverage, DSC may, in its sole discretion, purchase necessary insurance to protect its interests and collect the costs from Dealer pursuant to the terms of this Note. Dealer understands and agrees that DSC has an insurable interest in Dealer's Collateral, including but not limited to, DSC-Financed Inventory, by virtue of Dealer's pledge of Dealer's Collateral as security to DSC as defined above, for the repayment of all Liabilities by Dealer to DSC under this Note. Additionally, to keep DSC-Financed Inventory held for rent to own or lease here pay here covered by an adequate service contract or warranty acceptable to DSC, and to keep such DSC-Financed Inventory equipped with a global positioning system ("GPS") unit that is acceptable to DSC and is in working condition at all times.
- (d) To keep at all times complete and accurate records of Dealer's business and to provide DSC upon demand copies of such records and financial information regarding Dealer's business and financial condition as DSC may reasonably request. Dealer authorizes DSC to share such information and any other information relating to Dealer's transaction with DSC to any and all persons or parties as DSC deems necessary.

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- (e) To allow DSC and its representatives to inspect the DSC-Financed Inventory during normal business hours and at other reasonable times and to inspect and make copies of Dealer's books and records. Dealer shall pay DSC upon demand for the costs and expenses incurred by DSC or its representatives with such inspections of Dealer's books and records and audits of Dealer's DSC-Financed Inventory.
- (f) To hold all amounts received from the sale of an item of DSC-Financed Inventory in the form as received in trust for the sole benefit of and for DSC, and to remit such funds satisfying all amounts due DSC and owing by Dealer for the sold item of DSC-Financed Inventory within 24 hours of receipt of such funds.
- (g) That DSC may hold any sums or money belonging to or payable to Dealer and apply the same to any outstanding Liabilities of Dealer.
- (h) That any statement of Dealer's account furnished to Dealer by DSC, to the extent no objection is made in writing by Dealer within 30 days after receipt of such statement, shall constitute a definitive statement of Dealer's Credit Line and Liabilities as of the date of the statement and shall be binding upon Dealer.
- (i) To refrain from paying or declaring any dividends or distributions, redeeming of any capital stock, repaying subordinate debt or other loans to any principal or guarantor of Dealer's Business, during anytime a Liability exists from Dealer to DSC.
- (j) To pay immediately and remain current with all levied taxes, assessments, charges and expenses which may now or hereinafter be levied or assessed against the Collateral and business. DSC may, in its sole discretion, pay such taxes, assessments, charges and expenses to protect its interests and thereafter collect the costs from Dealer pursuant to the terms of this Note.
- (k) That Dealer has obtained all necessary permits and licenses pursuant to local, state and federal law required to operate its business as a wholesale or retail seller, lessor or renter of the DSC-Financed Inventory and has complied with all filing requirements to operate as the entity or business type on record with the appropriate governmental office(s).
- (l) That no legal, arbitration, or administrative proceedings are pending or threatened against Dealer which could reasonably affect the Collateral or which materially and adversely affect the properties, business, prospects, or condition, financial or otherwise, of the Dealer or Dealer's ability to honor its obligations hereunder.
- (m) That all payments made by Dealer to DSC via check or ACH, at the time of issuance, are written or drawn upon an account that contains immediately available funds sufficient to cover the dollar amount of the check or ACH.
- (n) That Dealer's legal name and address as they appear in Paragraph 16 of this Note are accurate and complete.
- (o) That Dealer shall immediately notify DSC in writing of any change in Dealer's legal name, address, business type, ownership, management or control and shall execute any documents necessary at DSC's request to bring Dealer into compliance with this Note.
- (p) That Dealer and all guarantors are legally competent and have authority to enter into and execute this Note and any and all other documents.
- (q) That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions applicable to Dealer's DSC Credit Line, whether such terms and conditions are contained in the Term Sheet or this Note.
- (r) That Dealer expressly authorizes and agrees to accept all mailings, facsimile transmissions and telephonic transmissions from DSC including, but not limited to, Credit Line information and promotional materials.
- (s) That Dealer may have an account with DSC where information can be accessed and transmissions can be sent through DSC's website located at www.discoverdsc.com. Dealer shall have the means to control access to the account information by passwords and a dealer account number in accordance with policies and procedures set forth by DSC. To participate, Dealer shall execute all documents required by DSC to register for such additional service and shall abide by DSC's policies and procedures set forth therein. Dealer agrees such documents shall be incorporated herein by reference and made part of this Note.
- (t) That Dealer shall use Advances solely for business purposes and not for personal, family or household purposes. This means, among other things, that Dealer may not use Advances to purchase a vehicle to be used for Dealer's personal, family or household purposes.

5. CREDIT TERMS AND PROCEDURES:

- (a) The decision to make an Advance to Dealer is the exclusive right of DSC, and Dealer understands that DSC may refuse to make an Advance at any time, with or without cause and without prior notice to Dealer or any guarantors of such decision. Dealer is not obligated to finance any Inventory through DSC. If Dealer's Place of Business is in California, the amount of the first Advance under this Note must be at least \$5,000.00.

- (b) All Dealer requests to DSC for an Advance for the purpose of acquiring Purchase Money Inventory with DSC funds, or financing previously-acquired Inventory with DSC funds must include a copy of the bill of sale for any Unit which is the subject of the request, indicating the actual purchase price and vendor, a completed Odometer Disclosure Statement, and the Unit's certificate of title showing that it has been duly assigned to Dealer. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (c) DSC is not required but may make, without notice to Dealer and without regard to the Dealer's Credit Limit, Advance on Dealer's behalf, for any Liability to a third party at any time Dealer is in default under the terms of this Note. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (d) Dealer must be in complete compliance with this Note before an Advance request will be approved by DSC. Additionally, DSC may require certain other information from Dealer to be submitted on a certified and sworn affidavit including, but not limited to, a statement that Dealer has not used any Advance for any other purpose than its originally requested and verified purpose.
- (e) Dealer shall pay all liabilities to DSC at the offices of DSC, on demand and without notice, with respect to an item of DSC-Financed Inventory on the earlier of: (a) twenty-four (24) hours from the time Dealer receives payment by or on behalf of the purchaser of an item of DSC-Financed Inventory; (b) forty-eight (48) hours after the disposition by sale or otherwise of an item of DSC-Financed Inventory; or (b) the Maturity Date. DSC shall apply such payments to the DSC-Financed Inventory Liabilities incurred from said item of DSC-Financed Inventory. Notwithstanding anything herein to the contrary, if, after the disposition by sale or otherwise and subsequent payment to DSC as delineated above, a Shortage exists between any payments received by DSC and the DSC-Financed Inventory Liability with respect to an item of DSC-Financed Inventory, that Shortage shall be considered a Liability owed by Dealer to DSC and secured with Collateral other than DSC-Financed Inventory. Dealer shall pay to DSC at the offices of DSC all other Liabilities, on demand and without notice. The order and method of application of such payments of the Liabilities shall be in the discretion of DSC. Payments received by DSC after 5 pm as measured by Dealer's Home Branch shall be applied the next business day.
- (f) If Dealer is in compliance with all other provisions of this Note, DSC may, in its sole discretion, permit an Extension of the Maturity Date relative to an item of DSC-Financed Inventory, upon the payment of Shortage, Interest, Floorplan Fee(s) and a principal reduction of the outstanding Advance relating to such item of DSC-Financed Inventory pursuant to this Note and as established in the Term Sheet.
- (g) So long as Dealer is not in default of this Note, Dealer may sell DSC-Financed Inventory to bona fide buyers in the ordinary and regular course of Dealer's business, but nothing herein shall be deemed to waive or release any interest DSC may have hereunder or under any other agreement in any proceeds or replacements of the DSC-Financed Inventory. Upon the sale of any specific item of DSC-Financed Inventory, Dealer shall hold the amount received from the disposition of such DSC-Financed Inventory in Trust for the benefit of DSC, and Dealer shall pay to DSC, in accordance with this Note, an amount equal to the unpaid balance of the Liabilities relating to such specific item of DSC-Financed Inventory.
- (h) Dealer shall allow DSC's officers, employees, agents, attorneys, designees and representatives access to Dealer's books and records at the Dealer's Place of Business to conduct an audit of Dealer's DSC-Financed Inventory. Dealer shall be responsible for and agrees to pay all of DSC's expenses in conducting such audit.
- (i) Upon request by Dealer to obtain, for a legitimate business purpose, the Title to a specific item of DSC-Financed Inventory held by DSC, DSC may consider said request and, in DSC's sole discretion, grant such request. In the event DSC grants such request, Dealer must deliver to DSC a check or draft which is signed and dated on the date as of which the Dealer takes physical custody of the subject Title in an amount equal to the Liability relating to such specific item of DSC-Financed Inventory. The subject Title must be returned to DSC within the time period established by DSC or any outstanding Liability relating to any such Advance for such specific items of DSC-Financed Inventory shall become immediately due and payable, and DSC may deposit or present such check or draft for payment in partial or whole satisfaction thereof, whichever the case may be.
- (j) To protect DSC's interest, Dealer authorizes DSC to obtain credit information from a credit bureau, and any financial institutions or trade creditor that Dealer has provided, as well as other credit investigation that DSC in DSC's sole discretion deems necessary. Dealer also authorizes DSC to contact any third parties to disclose information, including information contained in the DSC application, for the purpose of, among other things, obtaining intercreditor agreements and perfection of DSC's security interest. Further, if Credit Line is granted, Dealer authorizes DSC to review Dealer's account periodically, which may include obtaining additional credit reports.
- (k) Dealer's account is subject to "NSF" fees in the amount stated in the DSC Published Rate, Fee and Term Schedule or maximum amount permitted by law for each check or ACH issued by Dealer which is subsequently returned for insufficient funds, in addition to any charge or fee imposed by Dealer's and/or DSC's depository institution.
- (l) DSC may process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution. By submitting a check for payment, you authorize DSC to initiate an electronic debit from your bank account. When DSC processes your check electronically, your payment may be debited from your bank account as soon as the same day we receive your check and you will not receive that cancelled check with your bank account statement.

- (m) Dealer's account is subject to a late fee charge in the amount stated in the DSC Published Rate, Fee and Term Schedule or the maximum amount permitted by law for any item of DSC-Financed Inventory that Dealer fails to remit payment under this Note when due. Dealer acknowledges and agrees that the late fee charged by DSC is a reasonable estimate of DSC's probable losses due to the delay, inconvenience, and administrative expenses associated with a late payment. Dealer's account is subject to DSC Administrative Fees. Dealer acknowledges and agrees that any such DSC Administrative Fee charged by DSC is permitted under this Note and consents to the assessment of any such DSC Administrative Fee to Dealer's account. Dealer further acknowledges and agrees that DSC Administrative Fees are subject to business and market conditions and may be adjusted unilaterally by DSC without notice to Dealer and at DSC's sole discretion.
- (n) DSC maintains and publishes the "DSC Published Rate, Fee and Term Schedule" via posting the same on www.discoverdsc.com and in each DSC branch location. All such rates, fees and such amendments to the Terms and Conditions are published therein and incorporated herein by reference and made a part of this Note. With the exception of DSC Administrative Fees and Floorplan Fees, the rates and fees applied to Dealer's Liabilities under this Note and the amended Terms and Conditions stated therein shall be the applicable rates and fees and amendments to the Terms and Conditions most recently published on the DSC Published Rate, Fee and Term Schedule. DSC may amend the rates and fees and amend the Terms and Conditions from time to time at DSC's sole discretion and without additional Notice to Dealer other than the publication of such amendments on www.discoverdsc.com and in each DSC branch location.
- (o) Dealer waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and expressly agrees that this Note and all payments coming due under it may be extended or modified, from time to time without in any way affecting Dealer's liability under this Note. Dealer understands that this Note matures upon issuance, and that DSC may, at any time, and without notice to Dealer, with or without cause, demand that the Note be immediately paid in full. The demand nature of this Note does not limit DSC's election of remedies upon a default by Dealer. At DSC's option, DSC may reference a term of default for the purpose of permitting DSC to receive interest at the Default Rate. It is agreed that DSC may demand partial payments under this Note, and said partial demand shall not change DSC's rights under this Note.

6. EVENT OF DEFAULT: The occurrence of any of the following events shall be considered an event of default under this Note ("Event of Default"):

- (a) The Dealer fails to perform any of its obligations, undertakings or covenants under this Note, fails to adhere to a credit term under this Note, including but not limited to, failure to make payment upon maturity or upon demand of any outstanding Liability under this Note; or
- (b) Any warranty or representation made by the Dealer proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished by Dealer to DSC proving to have been false or misleading in any material respect when made or delivered; or
- (c) Any damage or destruction of a substantial part of the Collateral occurs and appropriate insurance naming DSC as "Loss Payee" is not in effect; or
- (d) The Dealer becomes insolvent or consents to the appointment of a trustee, receiver or other custodian for the Dealer or any property thereof, or makes a general assignment for the benefit of creditors; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or a dissolution or liquidation proceeding is commenced in respect of the Dealer; or
- (e) Any material change in the management, ownership or control of Dealer; or
- (f) The voluntary or administrative dissolution, death or incompetence of Dealer or any Guarantor of this Note; or
- (g) Any change in the financial condition of Dealer or Guarantor(s) that DSC in good faith deems adverse; or
- (h) DSC in good faith deems itself insecure for any reason.

7. RIGHTS AND REMEDIES: Upon an event of default, DSC may, at its option and without notice, exercise any of the following rights in a separate, successive or concurrent fashion and such exercise of any right shall not preclude pursuit of other rights and remedies at a later time:

- (a) Demand immediate payment of all Liabilities under this Note and all other indebtedness owed to DSC by Dealer. DSC shall have all the rights and remedies available hereunder, at law or in equity, including without limitation, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the jurisdiction where the Collateral is kept. These rights and remedies include the right to cancel any unfunded Advances, to enter into Dealer's premises with or without legal process, but without force, and to take possession and remove the Collateral. At DSC's request and to the extent Dealer may lawfully do so, Dealer shall assemble, prepare for removal and make available to DSC at a place designated by DSC which is reasonably convenient for DSC and Dealer, such items of Collateral as DSC may deem sufficient to cover all Dealer's Liabilities to DSC; and
- (b) Initiate proceedings to appoint a receiver in any court of competent jurisdiction. Dealer waives the right to notice and hearing of the appointment of a receiver and consents to the appointment without requiring DSC to post a bond; and

(c) To the extent allowed by law, Dealer gives consent to DSC to proceed in any action to collect on or execute against any and all bonds that Dealer has posted with any governmental authorities; and

(d) Without limiting the foregoing, DSC may take control of any funds generated by the Collateral, and in DSC's name or Dealer's name, demand, collect, receipt for, settle, compromise, sue for, repossess, accept returns of, foreclose or realize upon any Collateral. Dealer waives any and all rights it may have to notice prior to seizure by DSC of any Collateral. Dealer agrees that private sale of any item financed by DSC at the amount owed to DSC on that item, less costs reasonably incurred by DSC in preparation of disposition of the Collateral, shall be a commercially reasonable method of disposition of the Collateral. Dealer shall be liable to DSC for any deficiency resulting from DSC's disposition of the Collateral. Dealer agrees that the Collateral is of the type customarily sold on a recognized market and that DSC therefore has no obligation to notify Dealer prior to a sale. However, Dealer agrees that ten (10) days prior written notice of public sale date or the date after which a private sale may occur shall be reasonable notice. DSC shall not be responsible for the accuracy or validity of any document or for the existence or value of any Collateral. DSC shall not be required to marshal any assets in favor of Dealer. DSC has no obligation to pursue any third person for any Liability or obligation owed to Dealer. Dealer further agrees to pay reasonable attorney fees and collection costs incurred by DSC in enforcing this Note after an event of default by Dealer. To the extent not prohibited by law, Dealer waives all appraisal, valuation, anti-deficiency, homestead, exemption or usury laws now or hereafter in effect and releases all right to appeal after payment in full.

8. POWER OF ATTORNEY: Dealer shall execute an irrevocable Power of Attorney in DSC's favor and such Power of Attorney shall be incorporated herein by reference and made a part of this Note.

9. GUARANTY(IES): Dealer shall cause each owner of Dealer to execute an Individual Personal Guaranty. If Dealer is owned in whole or in part by a legally recognized business entity or trust, then Dealer shall cause said entity or trust to execute a Guaranty in addition to all required Individual Personal Guaranties. All such and the same shall be incorporated herein by reference and made a part of this Note.

10. TERM SHEET(S): Prior to an Advance under this Note, Dealer shall execute a Term Sheet for each unique set of terms applicable to Dealer, which may be amended from time to time, and the same shall be incorporated herein by reference and made a part of this Note.

11. ASSIGNMENT: This Note may be assigned by DSC but Dealer may not assign this Note without the prior written consent of DSC.

12. INDEMNIFICATION: Dealer shall indemnify and hold DSC harmless from and against all, loss, damage, costs, or expenses of whatever kind or nature relating to claims of third parties arising out of or in any way connected to this Note or Dealer's business affairs including, without limitation, attorneys' fees and expenses incurred both in the defense of any action against DSC and in any action to enforce these indemnity rights as against the Dealer.

13. NO JOINT VENTURE OR PARTNERSHIP: Nothing contained herein shall confer upon DSC or Dealer any interest in, or subject either of them to any liability for, or in respect of the business, assets, profits, losses or liabilities of the other. This Note does not constitute and shall not be characterized as a joint venture or partnership between DSC and Dealer. Nothing in this section shall limit or restrict the respective obligations and undertakings of DSC and Dealer hereunder.

14. AMENDMENT, MODIFICATION AND MERGER: This Note and all documents incorporated herein by reference are intended by the parties as an amendment and restatement of any prior Demand Promissory Note and Security Agreement(s) between DSC and Dealer. With the exception of the amendments and modifications referenced in Paragraphs 3 and 5 above, this Note may not be modified or amended except upon the written consent of DSC and Dealer. However, descriptions of specific items of DSC-Financed Inventory, amounts and terms of Advances, Maturity Date Extensions, Interest, Base Rates, Risk Rates, Default Rates, DSC Administrative Fees, DSC Universal Fees, late fees, NSF Fees, Terms and Conditions and other charges allowed by this Note may be proven by ordinary course of business records of DSC.

15. EXECUTION: The parties understand and agree that DSC may execute this Note and all corresponding documents by affixing an authorized DSC Officer's signature via signature stamp. Dealer may only execute this Note by original signature. A facsimile reproduction of such authorized DSC Officer's signature and Dealer's signature on the Note and all corresponding documents shall be deemed original signatures.

16. NOTICES: All notices, requests and demands to or upon the respective parties hereto, including Service of Process of any legal proceeding initiated by either party, shall be deemed to have been duly given or made: if by hand or by facsimile, immediately upon the Business Day of receipt, if received before 5 p.m., recipient's time, otherwise on the next Business Day; if by Federal Express, Express Mail or any other overnight delivery service with proof of next day delivery on a Business Day, one (1) Business Day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein:

To DSC:

Dealer Services Corporation, 1320 City Center Drive, Suite 100, Carmel, IN 46032
Telephone (317) 571-3721 Facsimile: (317) 571-3737

To Dealer:

MATTINGLY AUTO SALES, INC.
3826 HIGHWAY 261 SOUTH, HARDINSBURG, KY 40143
270-756-5298/FAX 270-756-5298

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17. NO WAIVER: No failure or delay by DSC in exercising any right, power, or privilege under this Note will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

18. TERMINATION: No termination of this Note shall alter Dealer's obligations and Liabilities relating to amounts funded or committed prior to the effective date of such termination, and all rights and remedies, including without limitation, the security interest granted herein and the rights of DSC as a secured party hereunder, shall extend until all Liabilities owed by Dealer to DSC have been satisfied.

19. LEGAL FEES AND COLLECTION COSTS: Dealer shall pay to DSC all reasonable legal fees, expenses and collection costs incurred as a result of Dealer's default or failure of any obligation under this Note.

20. SEVERABILITY: Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.

21. GOVERNING LAW: The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof. However, in the event Dealer's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

22. JURISDICTION AND VENUE: As evidenced by Dealer's signature below, Dealer submits to the personal jurisdiction and venue of the state or federal courts of Marion and Hamilton County, Indiana and agrees that any and all claims or disputes pertaining to this Note or to any matter arising out of or related to this Note initiated by Dealer against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Dealer expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. DSC reserves the right to initiate and prosecute any action against Dealer in any court of competent jurisdiction, and Dealer consents to such Forum as DSC may elect. However, in the event this Note is made and entered into in the State of California, the state or federal courts located in the State of California shall have jurisdiction to hear and determine any claims or disputes between the parties pertaining to this Note or to any matter arising out of or related to this Note. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such Court, and each party hereby waives any objection which such party may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens, and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such Court.

23. WAIVER OF BOND: Dealer waives, to the extent permitted by law, any bond or surety or security on such bond which might, but for this waiver, be required of DSC.

24. WAIVER OF JURY TRIAL: DEALER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF THE DEALER. THE DEALER SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL HAVE NOT BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY DSC EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH DEALER AND DSC.

25. JUDICIAL REFERENCE. IF DEALER'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEALER AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS NOTE.

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(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

26. HEADINGS: Paragraph headings used in this Note are for reference only and shall not affect the construction of this Note.

WHEREFORE, the parties have, by their duly authorized representatives, executed this Note on the 5TH day of FEB, 2009.

Accepted By:

Dealer: MATTINGLY AUTO SALES, INC.

By: Barry Mattingly PRESIDENT
BARRY W MATTINGLY, PRESIDENT

Dealer Services Corporation

By: John E. Fuller

GUARANTORS ACKNOWLEDGE AND CONSENT OF AND TO THE FOREGOING:

Guarantor: Barry Mattingly
BARRY W MATTINGLY

25317

POWER OF ATTORNEY

MATTINGLY AUTO SALES, INC., ("Dealer"), hereby irrevocably appoints Dealer Services Corporation ("DSC"), a Delaware corporation with its principal place of business located at 1320 City Center Drive, Suite 100, Carmel, Indiana, 46032, and DSC's agents, as its lawful attorney-in-fact by executing this Power of Attorney in accordance with the Demand Promissory Note and Security Agreement ("Note") contemporaneously entered into by Dealer and DSC, to which all capitalized terms used herein shall have the meanings set forth in the Note, to act with or without the occurrence of an Event of Default and with or without notice to Dealer:

- (a) to act with general authority and delegate such authority with respect to all Dealer's Collateral and all transactions relating thereto;
- (b) to execute security agreements and related documents necessary for Dealer to acquire or sell Collateral;
- (c) to endorse any document, instrument, certificate of title or other evidence of title, state registration documents, or related documents necessary to protect the Collateral in the name of Dealer;
- (d) to endorse notes, checks, drafts, money orders, documents, or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of Dealer and deposit the same in the account of DSC on account of any Liability due DSC from Dealer under the Note;
- (e) to demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral or chattel paper related to the Collateral or any insurance claims thereon in such manner as DSC may determine;
- (f) to endorse in the name of and on behalf of Dealer any chattel paper, invoice, bill of sale, document, instrument or bill of lading relating to the Collateral;
- (g) to sign the Dealer's name to all proofs of claim against any account debtor on behalf of Dealer;
- (h) to notify the post office authorities to change the address for delivery of the Dealer's mail to an address designated by DSC and to receive such mail on behalf of Dealer; and
- (i) to do all things necessary to satisfy Dealer's obligations and Liabilities under the Note.

DSC will not be liable for any acts or omissions or for any error of judgment or mistake of fact or law, absent gross negligence, bad faith or willful misconduct. This power, being coupled with an interest, is irrevocable until the Liabilities have been fully satisfied.

Executed this 5TH day of FEB, 2009.

Dealer: MATTINGLY AUTO SALES, INC.

By: Barry W Mattingly PRESIDENT
BARRY W MATTINGLY
Its: PRESIDENT

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS:

Before me, a Notary Public in and for said County and State, personally appeared BARRY W. MATTINGLY, who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

Witness my hand and Notarial Seal this 5TH day of FEB, 2009.

Notary Signature Mark Holley

Notary, Printed MARK HOLLEY

My Commission Expires: 1/10/2013

County of Residence: JEFFERSON

25017

TERM SHEET

Dealer: Mattingly Auto Sales, Inc.

Dealer's Home Branch: LOUISVILLE

Dealer Number: 25317

Date of Original Note: 2/5/09

Term Plan Type: RETAIL (BUYER)

The following, as defined in the Demand Promissory Note and Security Agreement, shall apply effective immediately to any Advance made by DSC to Dealer under the Note and pursuant to this Term Sheet:

Floorplan Fee, Period, and Principal Reduction: The Floorplan Fee, Period and Principal Reduction for any one Advance made pursuant to this Term Sheet shall be as follows:

| Period | Number of Days in Period | Required Principal Reduction to Extend Maturity Date | Floorplan Fee |
|--------|--------------------------|--|---------------|
| 1 | 60 | 5% | \$ 135.00 |
| 2 | 30 | 5% | \$ 85.00 |
| 3 | 30 | 100.00% | \$ 85.00 |

Contract Rate: The Contract Rate of interest shall accrue on all Liabilities, including but not limited to, Inventory Advances at the Base Rate plus 4.50% per annum compounded daily unless otherwise provided for pursuant to the Terms and Conditions of the Note.

Dealer may pay the Floorplan Fee at the time of the Advance to avoid incurring interest charges thereon. If Dealer elects not to pay the Floorplan Fee at the time of the Advance, the Interest on the Floorplan Fee will accrue per the terms of this Note. By initialing the box at the end of this sentence, Dealer acknowledges that Interest will accrue on the Floorplan Fee per terms of the Note. Bm Dealer shall not be entitled to extend any one Advance made pursuant to this Term Sheet beyond the last defined Period above.

Before DSC will approve directly funding the bank account of Dealer for any Advance, Dealer acknowledges that DSC must hold a first priority security interest in all Dealer's DSC-Financed Inventory. Bm

Executed by the undersigned duly authorized representatives effective as of the 16 day of 10, 20 11

Dealer: Mattingly Auto Sales, Inc.

Dealer Services Corporation

By: Barry W. Mattingly
BARRY W. MATTINGLY
Title: PRESIDENT

By: B.D. J.
Officer

By: _____

Title: _____

That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions appearing herein and applicable to Dealer's DSC Line of Credit.

25317

CREDIT LIMIT AMENDMENT TO
DEMAND PROMISSORY NOTE
AND SECURITY AGREEMENT

TO: Dealer Services Corporation
1320 City Center Drive
Suite 100
Carmel, IN 46032

WHEREAS, Dealer Services Corporation, a Delaware Corporation ("DSC"), in consideration of any present or future Credit or other financial advances to Mattingly Auto Sales, Inc. (hereinafter sometimes referred to as "Dealer"); and

WHEREAS, on the 5TH day of FEBRUARY, 2009, Dealer executed and delivered to DSC its principal Demand Note and Security Agreement ("Note") which is incorporated herein by reference; and

WHEREAS, Dealer desires an increase in its Credit Limit and DSC has agreed to provide such Credit Limit increase;

NOW THEREFORE, DSC and Dealer agree as follows:

1. Dealer's Credit Limit under the Note and pursuant to this amendment shall be ONE HUNDRED FIFTY Thousand Dollars and Zero Cents (\$150,000.00) effective immediately.

2. All undersigned personal and/or corporate guarantor's expressly consent to the increase in Dealer's Credit Limit and reaffirm all terms and obligations under the Note and their/its previously executed guarantee(s), including but not limited to the Credit Limit increase contained herein.

WHEREFORE, the parties have, by their duly authorized representatives, executed this Note on the 16 day of 10, 2011.

Dealer Number: 25317

Dealer: Mattingly Auto Sales, Inc.

By: Barry W. Mattingly, president
BARRY W. MATTINGLY, PRESIDENT

Dealer Services Corporation
By: [Signature]
DSC Officer

Guarantor:

By: Barry W. Mattingly
BARRY W. MATTINGLY

Dealership Address
3826 Hwy 261 S
HARDINSBURG, KY 40143

STATE OF Kentucky)
COUNTY OF Meade) ss:

I, Patrick C. Whetstone, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Barry W. Mattingly, personally known to me to be the same whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of 10, 2011.
[Signature]
Notary Public

My Commission Expires: 12-30-13

DEMAND PROMISSORY NOTE
AND SECURITY AGREEMENT

TO: Dealer Services Corporation
1320 City Center Drive
Suite 100
Carmel, IN 46032

FOR VALUE RECEIVED, the undersigned dealer ("Dealer") promises to pay to the order of Dealer Services Corporation, a Delaware corporation ("DSC"), with its principal office at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032 or such other place as DSC may designate in writing, in lawful money of the United States of America, the principal sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (the "Credit Limit") or such greater or lesser sum which may be advanced from time to time, together with all costs, interest, fees, and expenses as provided for under this Note.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS:** Capitalized terms used in this Note without definition shall have the respective meanings as set forth below. All other terms in this Note shall be defined by the meanings provided for in the Uniform Commercial Code as provided for herein.

- (a) "Advance" shall mean any loan or payment in any amount made pursuant to this Note by DSC to Dealer or on Dealer's behalf to any third party.
- (b) "ACH" shall mean all payments by, or on behalf of, Dealer to DSC made via a nationwide electronic funds transfer network processing electronic debit entries from Dealer's bank accounts.
- (c) "Base Rate" shall mean the greater of that variable rate of interest or that fixed rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 5.00%.
- (d) "Boarding Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.
- (e) "Check" shall mean all payments by, or on behalf of, Dealer to DSC not made in cash, via certified funds, wire transfer or ACH.
- (f) "Collateral" shall have the meaning set forth in Paragraph 2 of this Note.
- (g) "Contract Rate" shall mean that rate of interest as stated on Dealer's Term Sheet. Additionally, in the event no Term Sheet is executed and effective, then 4.25%.
- (h) "Credit Limit" shall mean the maximum amount Dealer may borrow at any one time under this Note.
- (i) "Credit Line" shall mean Dealer's DSC floorplan line of credit pursuant to and under this Note.
- (j) "Dealer's Place of Business" shall mean that place where the Collateral and Dealer's books and records are kept, where Dealer's operations are conducted from and/or if Dealer is a legally recognized business entity where Dealer's registered office is located.
- (k) "Dealer's Home Branch" shall mean the DSC branch location for which Dealer's DSC Credit Line is assigned to by DSC for servicing and administration.
- (l) "Default Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 8%.
- (m) "DSC Administrative Fee" shall mean any fee charged by DSC to Dealer for any service or process requested by Dealer or unilaterally undertaken by DSC, reasonable or necessary to administer or monitor the Credit Line, that is not a Floorplan Fee or DSC Universal Fee.
- (n) "DSC Financed Inventory" shall mean any Unit now or hereafter acquired or retained by Dealer pursuant to an Advance under this Note. DSC Financed Inventory includes Purchase Money Inventory.
- (o) "DSC Lease Program" shall mean any DSC program offered to Dealer designed to allow Dealer to obtain an Advance for a Unit which is the subject of a Dealer originated and owned consumer lease transaction.
- (p) "DSC Published Rate, Fee and Term Schedule" shall mean that current schedule of universal interest rates and fees assessed by DSC, including DSC Universal Fees, late fees, fees relating to returned checks or ACH payments due to insufficient funds,

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DSC Account # 61784

EXHIBIT

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the Base Rate, Risk Rate and Default Rate and notice of amendments to Terms and Conditions published by DSC via posting such schedule of such universal rates and fees and notice of amendment to Terms and Conditions at www.discoverdsc.com and posted at each DSC branch office or location.

- (g) "DSC Universal Fee" shall mean any published fee as stated in the DSC Published Rate, Fee and Term Schedule charged by DSC to Dealer.
- (h) "Equipment" shall mean all goods other than Inventory held for sale, lease, or (b)ly rental by Dealer in the ordinary course of business.
- (i) "Event of Default" shall have the meaning set forth in Paragraph 6 of this Note.
- (j) "Extension" shall mean that grant by DSC to Dealer of additional time that an Advance for an item of DSC Financed Inventory becomes due and payable.
- (k) "Floorplan Fee" shall mean the fee charged by DSC to Dealer set forth on the Term Sheet for each individual item of DSC Financed Inventory. Additionally, in the event no Term Sheet is executed and effective, then the Floorplan Fee shall be equal to One Hundred Fifty Dollars (\$150.00).
- (l) "GPS Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for the global positioning system supplied for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.
- (m) "Interest" shall mean the aggregate rate of interest which accrues on all Liabilities owed by Dealer to DSC under or arising out of this Note by combining the Base Rate plus the applicable Contract Rate, Risk Rate or Default Rate.
- (n) "Inventory" shall mean all Units held by Dealer for wholesale or retail sale, lease, or rent or leased by Dealer. Inventory includes DSC Financed Inventory.
- (o) "Liabilities" shall mean any and all Advances, debts, DSC Financed Inventory Liabilities, financial obligations, DSC Administrative Fees, DSC Universal Fees, Interest, Floorplan Fees, NSF fees, late fees, charges, expenses, attorney fees, costs of collection, covenants, and duties owing, arising, due or payable from Dealer to DSC of any kind or nature, present or future, under any instrument, guaranty, or other document whether arising under this Note or any other agreement, whether directly or indirectly (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising and however acquired.
- (p) "Maturity Date" shall mean the date an Advance for an item of DSC Financed Inventory becomes due and payable. In the event the Maturity Date relating to a specific Advance for an item of DSC Financed Inventory becomes due and payable falls on a federal banking holiday, Saturday or Sunday, the Maturity Date for such specific Advance shall be the next business date subsequent to such federal banking holiday, Saturday or Sunday.
- (q) "MSO" shall mean the manufacturer's certificate of origin or other document evidencing ownership of a Unit issued by the manufacturer of the Unit.
- (r) "Note" shall mean this Demand Promissory Note and Security Agreement and all present and future amendments, modifications and addendums referenced herein.
- (s) "Period" shall mean that number of days set forth in the Term Sheet, beginning on the date of an Advance and ending on the Maturity Date, and any extension thereto, that an item of DSC Financed Inventory will be financed by DSC to Dealer pursuant to the terms of this Note. Additionally, in the event no Term Sheet is executed and effective, then the Period shall be Thirty (30) days.
- (t) "Purchase Money Inventory" shall mean a Unit acquired by Dealer pursuant to an Advance under this Note.
- (u) "Risk Rate" shall mean that rate of interest as stated in the DSC Published Rate, Fee and Term Schedule, or in the event no DSC Published Rate, Fee and Term Schedule is published and effective, then 6%.
- (v) "Shortage" shall mean the difference between a payment received by DSC and the amount owing, arising, due, or payable from Dealer to DSC with respect to a specific Advance for a specific item of DSC Financed Inventory.
- (w) "Terms and Conditions" shall mean all provisions of this Note with the exception of terms specifically relating to Dealer's Floorplan Fees and Contract Rate and any other term referenced in Dealer's Term Sheet.
- (x) "Term Sheet" shall mean the addendum to this Note, as modified from time to time, which indicates specific terms regarding Dealer's Credit Limit, Floorplan Fees, Contract Rate of Interest, Period, principal reduction, and Number of Maturity Date Extensions.

- (ii) "Title" shall mean the certificate of title or other document evidencing ownership of a Unit issued by a duly authorized state, province or governmental agency.
- (iii) "UCC" shall mean the Uniform Commercial Code as enacted in the State where the Collateral is located.
- (iii) "Unit" shall mean any manufactured item, including vehicles for which a certificate of title or a MCO exists which is the subject of an Advance by DSC to Dealer under this Note.
- (iii) "Vehicle Service Contract Fee" shall mean that DSC Universal Fee charged by DSC to Dealer and added to the principal amount of the Advance for the service contract supplied for each individual item of DSC Financed Inventory which is the subject of a DSC Lease Program Advance.

2. **GRANT OF SECURITY INTEREST:** In order to secure full and prompt payment of all Liabilities and performance of all obligations of Dealer to DSC, Dealer hereby:

- (a) Grants to DSC, together with its subsidiaries, affiliates and assigns, a continuing security interest in all of Dealer's assets and properties, wherever located, including without limitation, all Equipment of any kind or nature, all vehicles, vehicle parts, all inventory now owned or hereafter acquired, without limitation, DSC Financed Inventory now owned or hereafter acquired, and all additions, accessions, accessories, replacements, and proceeds thereof; all documents, accounts, accounts receivable, chattel paper, and general intangibles now owned or hereafter acquired by Dealer together with the proceeds thereof; all of Dealer's books and records relating to the foregoing ("Collateral"). This security interest is given to DSC to secure Dealer's Liabilities to DSC under this Note, as may be amended from time to time, all without relief from valuation or appraisal laws.
- (b) Agree to execute and deliver such financing statements and amendments thereto as DSC shall require from time to time.

3. **INTEREST RATE:** Interest shall accrue on all Dealer Liabilities in accordance with the following:

- (a) All outstanding Liabilities under this Note shall accrue interest (based upon a 360 day year), on a per annum basis and shall be compounded daily at the Base Rate plus the applicable Contract Rate, Risk Rate, or Default Rate until paid in full.
- (b) The Contract Rate stated on Dealer's Term Sheet plus the Base Rate shall be the applicable rate of interest accruing on all Dealer Liabilities, so long as there has not been a breach by Dealer of any representation or warranty made by Dealer under this Note, a breach by Dealer of any covenant or credit term required under this Note, or an event of default by Dealer under this Note.
- (c) In the event a breach of any representation or warranty made by Dealer under Paragraphs 3 or 4 of this Note occurs, or a breach by Dealer of a covenant or credit term required under Paragraph 4 or Paragraph 5 of this Note, the applicable rate of interest accruing on all Dealer Liabilities shall be the Base Rate plus the Risk Rate.
- (d) In the event that an Event of Default occurs as defined in Paragraph 6 of this Note, the applicable rate of interest accruing on all Dealer Liabilities shall be the Base Rate plus the Default Rate.
- (e) The Base Rate, Risk Rate or Default Rate may be amended or modified by DSC in DSC's sole discretion by posting such amendment or modification on the DSC Published Base Rate and Fee Schedule. However, DSC may only increase the Base Rate, Risk Rate or Default Rate by 100 basis points in any one 30-day period.

4. **DEALER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** In order to induce DSC to make Advances hereunder, Dealer hereby represents, covenants and warrants:

- (a) To sell, lease or rent DSC Financed Inventory only in the ordinary course of Dealer's business, and not to dispose of such DSC Financed Inventory, except as herein provided.
- (b) To keep DSC Financed Inventory only at Dealer's Place of Business and not to remove said DSC Financed Inventory from such place for a period exceeding twenty-four (24) hours, unless such item of DSC Financed Inventory is the subject of a DSC Lease Program Advance, or otherwise authorized in writing by DSC.
- (c) To keep DSC Financed Inventory in good repair and insured against all physical risks in such amounts and under such policies issued by such insurance company as are deemed necessary and satisfactory by DSC. DSC shall be named "loss payee" in the extent DSC's interest may appear. In the event Dealer fails to procure, maintain or provide proof of such insurance coverage, DSC may, in its sole discretion, purchase necessary insurance to protect its interests and collect the costs from Dealer pursuant to the terms of this Note. Dealer understands and agrees that DSC has an insurable interest in Dealer's Collateral, including but not limited to, DSC Financed Inventory, by virtue of Dealer's pledge of Dealer's Collateral as security to DSC as defined above, for the repayment of all Liabilities by Dealer to DSC under this Note.
- (d) To keep DSC Financed Inventory which is the subject of DSC Lease Program Advance (i) covered by an adequate service contract or warranty acceptable to DSC and provided by an approved DSC Vendor, DSC Financed Inventory (ii) equipped

with a functioning global positioning and starter interrupt system ("GPS") unit that is acceptable to DSC and provided by an approved DSC vendor; (iii) DSC Financed Inventory covered by a contingent liability insurance policy that is acceptable to DSC and provided by an approved DSC Vendor DSC Financed Inventory; and (iv) covered by Dealer's customer's insurance policy for all physical risks and naming DSC as additional insured and loss payee on the customer's insurance certificate.

- (e) To keep DSC listed as lienholder on the certificate of title for each DSC Financed Inventory which is the subject of DSC Lease Program Advance.
- (f) To keep the lease for each DSC Financed Inventory which is the subject of DSC Lease Program Advance placed with a third party servicer that is acceptable to DSC.
- (g) To keep at all times complete and accurate records of Dealer's business and to provide DSC upon demand copies of such records and financial information regarding Dealer's business and financial condition as DSC may reasonably request. Dealer authorizes DSC to share such information and any other information relating to Dealer's transaction with DSC to any and all persons or parties as DSC deems necessary.
- (h) To allow DSC and its representatives to inspect the DSC Financed Inventory during normal business hours and at other reasonable times and to inspect and make copies of Dealer's books and records. Dealer shall pay DSC upon demand for the costs and expenses incurred by DSC or its representatives with such inspections of Dealer's books and records and audits of Dealer's DSC Financed Inventory.
- (i) To hold all amounts received from the sale of an item of DSC Financed Inventory in the form as received in trust for the sole benefit of and for DSC, and to remit such funds satisfying all amounts due DSC and owing by Dealer for the sold item of DSC Financed Inventory within 24 hours of receipt of such funds.
- (j) That DSC may hold any sums or money belonging to or payable to Dealer and apply the same to any outstanding liabilities of Dealer.
- (k) That any statement of Dealer's account furnished to Dealer by DSC, to the extent no objection is made in writing by Dealer within 30 days after receipt of such statement, shall constitute a definitive statement of Dealer's Credit Line and Liabilities as of the date of the statement and shall be binding upon Dealer.
- (l) To refrain from paying or declaring any dividends or distributions, redempting of any capital stock, repaying subordinate debt or other loans to any principal or guarantor of Dealer's Business, during anytime a Liability exists from Dealer to DSC.
- (m) To pay immediately and remain current with all levied taxes, assessments, charges and expenses which may now or hereinafter be levied or assessed against the Collateral and business. DSC may, in its sole discretion, pay such taxes, assessments, charges and expenses to protect its interests and thereafter collect the costs from Dealer pursuant to the terms of this Note.
- (n) That Dealer has obtained all necessary permits and licenses pursuant to local, state and federal law required to operate its business as a wholesale or retail seller, lessor or renter of the DSC Financed Inventory and has complied with all filing requirements to operate as the entity or business type on record with the appropriate governmental office(s).
- (o) That no legal, arbitration, or administrative proceedings are pending or threatened against Dealer which could reasonably affect the Collateral or which materially and adversely affect the properties, business, prospects, or condition, financial or otherwise, of the Dealer or Dealer's ability to honor its obligations hereunder.
- (p) That all payments made by Dealer to DSC via check or ACH, at the time of issuance, are written or drawn upon an account that contains immediately available funds sufficient to cover the dollar amount of the check or ACH.
- (q) That Dealer's legal name and address as they appear in Paragraph 16 of this Note are accurate and complete.
- (r) That Dealer shall immediately notify DSC in writing of any change in Dealer's legal name, address, business type, ownership, management or control and shall execute any documents necessary at DSC's request to bring Dealer into compliance with this Note.
- (s) That Dealer and all guarantors are legally competent and have authority to enter into and execute this Note and any and all other documents.
- (t) That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions applicable to Dealer's DSC Credit Line, whether such terms and conditions are contained in the Term Sheet or this Note.
- (u) That Dealer expressly authorizes and agrees to accept all mailings, facsimile transmissions and telephonic transmissions from DSC including, but not limited to, Credit Line information and promotional materials.
- (v) That Dealer may have an account with DSC where information can be accessed and transmissions can be sent through DSC's website located at www.discovestdsc.com. Dealer shall have the means to control access to the account information by

passwords and a dealer account number in accordance with policies and procedures set forth by DSC. To participate, Dealer shall execute all documents required by DSC to register for such additional service and shall abide by DSC's policies and procedures set forth therein. Dealer agrees such documents shall be incorporated herein by reference and made part of this Note.

- (w) That Dealer shall use Advances solely for business purposes and not for personal, family or household purposes. This means, among other things, that Dealer may not use Advances to purchase a vehicle to be used for Dealer's personal, family or household purposes.

5. CREDIT TERMS AND PROCEDURES:

- (a) The decision to make an Advance to Dealer is the exclusive right of DSC, and Dealer understands that DSC may refuse to make an Advance at any time, with or without cause and without prior notice to Dealer or any guarantors of such decision. Dealer is not obligated to finance any Inventory through DSC. If Dealer's Place of Business is in California, the amount of the first Advance under this Note must be at least \$5,000.00.
- (b) All Dealer requests to DSC for an Advance for the purpose of acquiring Purchase Money Inventory with DSC funds, or financing previously-acquired Inventory with DSC funds must include a copy of the bill of sale for any Unit which is the subject of the request, indicating the actual purchase price and vendor, a completed Odometer Disclosure Statement, and the Unit's certificate of title showing that it has been duly assigned to Dealer. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (c) DSC is not required but may make, without notice to Dealer and without regard to the Dealer's Credit Limit, Advance on Dealer's behalf, for any Liability to a third party at any time Dealer is in default under the terms of this Note. If DSC elects to make any such Advance, the Advance shall be deemed an additional Liability under this Note from the date on which the Advance is made.
- (d) Dealer must be in complete compliance with this Note before an Advance request will be approved by DSC. Additionally, DSC may require certain other information from Dealer to be submitted on a certified and sworn affidavit including, but not limited to, a statement that Dealer has not used any Advance for any other purpose than its originally requested and verified purpose.
- (e) Dealer shall pay all liabilities to DSC at the offices of DSC, on demand and without notice, with respect to an item of DSC Financed Inventory on the earlier of: (a) twenty-four (24) hours from the time Dealer receives payment by or on behalf of the purchaser of an item of DSC Financed Inventory; (b) forty-eight (48) hours after the disposition by sale or otherwise of an item of DSC Financed Inventory; or (b) the Maturity Date. DSC shall apply such payments to the DSC Financed Inventory Liabilities incurred from said item of DSC Financed Inventory. Notwithstanding anything herein to the contrary, if, after the disposition by sale or otherwise and subsequent payment to DSC as delineated above, a Shortage exists between any payments received by DSC and the DSC Financed Inventory Liability with respect to an item of DSC Financed Inventory, that Shortage shall be considered a Liability owed by Dealer to DSC and secured with Collateral other than DSC Financed Inventory. Dealer shall pay to DSC at the offices of DSC all other Liabilities, on demand and without notice. The order and method of application of such payments of the Liabilities shall be in the discretion of DSC. Payments received by DSC after 5 pm as measured by Dealer's Home Bench shall be applied the next business day.
- (f) If Dealer is in compliance with all other provisions of this Note, DSC may, in its sole discretion, permit an Extension of the Maturity Date relative to an item of DSC Financed Inventory, upon the payment of Shortage, Interest, Floorplan Fee(s) and a principal reduction of the outstanding Advance relating to such item of DSC Financed Inventory pursuant to this Note and as established in the Term Sheet.
- (g) So long as Dealer is not in default of this Note, Dealer may sell DSC Financed Inventory to bona fide buyers in the ordinary and regular course of Dealer's business, but nothing herein shall be deemed to waive or release any interest DSC may have hereunder or under any other agreement in any proceeds or replacements of the DSC Financed Inventory. Upon the sale of any specific item of DSC Financed Inventory, Dealer shall hold the amount received from the disposition of such DSC Financed Inventory in Trust for the benefit of DSC, and Dealer shall pay to DSC, in accordance with this Note, an amount equal to the unpaid balance of the Liabilities relating to such specific item of DSC Financed Inventory.
- (h) Dealer shall allow DSC's officers, employees, agents, attorneys, designees and representatives access to Dealer's books and records at the Dealer's Place of Business to conduct an audit of Dealer's DSC Financed Inventory. Dealer shall be responsible for and agrees to pay all of DSC's expenses in conducting such audit.
- (i) Upon request by Dealer to obtain, for a legitimate business purpose, the Title to a specific item of DSC Financed Inventory held by DSC, DSC may consider said request and, in DSC's sole discretion, grant such request. In the event DSC grants such request, Dealer must deliver to DSC a check or draft which is signed and dated on the date as of which the Dealer takes physical custody of the subject Title in an amount equal to the Liability relating to such specific item of DSC Financed Inventory. The subject Title must be returned to DSC within the time period established by DSC or any outstanding Liability relating to any such Advance for such specific items of DSC Financed Inventory shall become immediately due and payable, and DSC may deposit or present such check or draft for payment in partial or whole satisfaction thereof, whichever the case may be.

- (j) To protect DSC's interest, Dealer authorizes DSC to obtain credit information from a credit bureau, and any financial institutions or trade creditor that Dealer has provided, as well as other credit investigation that DSC in DSC's sole discretion deems necessary. Dealer also authorizes DSC to contact any third parties to disclose information, including information contained in the DSC application, for the purpose of, among other things, obtaining intercreditor agreements and perfection of DSC's security interest. Further, if Credit Line is granted, Dealer authorizes DSC to review Dealer's account periodically, which may include obtaining additional credit reports.
- (k) Dealer's account is subject to "NSF" fees in the amount stated in the DSC Published Rate, Fee and Term Schedule or maximum amount permitted by law for each check or ACH issued by Dealer which is subsequently returned for insufficient funds, in addition to any charge or fee imposed by Dealer's and/or DSC's depository institution.
- (l) DSC may process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution. By submitting a check for payment, you authorize DSC to initiate an electronic debit from your bank account. When DSC processes your check electronically, your payment may be debited from your bank account as soon as the same day we receive your check and you will not receive that cancelled check with your bank account statement.
- (m) Dealer's account is subject to a late fee charge in the amount stated in the DSC Published Rate, Fee and Term Schedule or the maximum amount permitted by law for any item of DSC Financed Inventory that Dealer fails to remit payment under this Note when due. Dealer acknowledges and agrees that the late fee charged by DSC is a reasonable estimate of DSC's probable losses due to the delay, inconvenience, and administrative expenses associated with a late payment. Dealer's account is subject to DSC Administrative Fees. Dealer acknowledges and agrees that any such DSC Administrative Fee charged by DSC is permitted under this Note and consents to the assessment of any such DSC Administrative Fee to Dealer's account. Dealer further acknowledges and agrees that DSC Administrative Fees are subject in business and market conditions and may be adjusted unilaterally by DSC without notice to Dealer and at DSC's sole discretion.
- (n) DSC maintains and publishes the "DSC Published Rate, Fee and Term Schedule" via posting the same on www.discoverdsc.com and in each DSC branch location. All such rates, fees and such amendments to the Terms and Conditions are published therein and incorporated herein by reference and made a part of this Note. With the exception of DSC Administrative Fees and Floorplan Fees, the rates and fees applied to Dealer's Liabilities under this Note and the amended Terms and Conditions stated therein shall be the applicable rates and fees and amendments to the Terms and Conditions most recently published on the DSC Published Rate, Fee and Term Schedule. DSC may amend the rates and fees and amend the Terms and Conditions from time to time at DSC's sole discretion and without additional Notice to Dealer other than the publication of such amendments on www.discoverdsc.com.
- (o) Dealer waives demand, presentment for payment, notice of dishonor, protest and notice of protest, and expressly agrees that this Note and all payments coming due under it may be extended or modified, from time to time without in any way affecting Dealer's liability under this Note. Dealer understands that this Note matures upon issuance, and that DSC may, at any time, and without notice to Dealer, with or without cause, demand that the Note be immediately paid in full. The demand nature of this Note does not limit DSC's election of remedies upon a default by Dealer. At DSC's option, DSC may reference a term of default for the purpose of permitting DSC to receive interest at the Default Rate. It is agreed that DSC may demand partial payments under this Note, and said partial demand shall not change DSC's rights under this Note.

6. EVENT OF DEFAULT: The occurrence of any of the following events shall be considered an event of default under this Note ("Event of Default"):

- (a) The Dealer fails to perform any of its obligations, undertakings or covenants under this Note, fails to adhere to a credit term under this Note, including but not limited to, failure to make payment upon maturity or upon demand of any outstanding Liability under this Note; or
- (b) Any warranty or representation made by the Dealer proving to have been false or misleading in any material respect when made, or any schedule, certificate, financial statement, report, notice, or other writing furnished by Dealer to DSC proving to have been false or misleading in any material respect when made or delivered; or
- (c) Any damage or destruction of a substantial part of the Collateral occurs and appropriate insurance naming DSC as "Loss Payee" is not in effect; or
- (d) The Dealer becomes insolvent or consents to the appointment of a trustee, receiver or other custodian for the Dealer or any property thereof, or makes a general assignment for the benefit of creditors; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or a dissolution or liquidation proceeding is commenced in respect of the Dealer; or
- (e) Any material change in the management, ownership or control of Dealer; or
- (f) The voluntary or administrative dissolution, death or incompetence of Dealer or any Guarantor of this Note; or
- (g) Any change in the financial condition of Dealer or Guarantor(s) that DSC in good faith deems adverse; or

- (h) DSC in good faith deems itself insecure for any reason;
- (i) Dealer has failed to maintain compliance with Dealer's obligations in paragraph 4 (c) of this Note relating to any DSC Financed Item of Inventory that is the subject of a lease contract between Dealer and Dealer's customer;
- (j) Dealer has defaulted under any other written agreement entered into by and between DSC and Dealer;

7. **RIGHTS AND REMEDIES:** Upon an event of default, DSC may, at its option and without notice, exercise any of the following rights in a separate, successive or concurrent fashion and such exercise of any right shall not preclude pursuit of other rights and remedies at a later time:

- (a) Demand immediate payment of all Liabilities under this Note and all other indebtedness owed to DSC by Dealer. DSC shall have all the rights and remedies available hereunder, at law or in equity, including without limitation, the rights and remedies of a secured party under the Uniform Commercial Code in effect in the jurisdiction where the Collateral is kept. These rights and remedies include the right to cancel any unfunded Advances, to enter into Dealer's premises with or without legal process, but without force, and to take possession and remove the Collateral. At DSC's request and to the extent Dealer may lawfully do so, Dealer shall assemble, prepare for removal and make available to DSC at a place designated by DSC which is reasonably convenient for DSC and Dealer, such items of Collateral as DSC may deem sufficient to cover all Dealer's Liabilities to DSC; and
- (b) Initiate proceedings to appoint a receiver in any court of competent jurisdiction. Dealer waives the right to notice and hearing of the appointment of a receiver and consents to the appointment without requiring DSC to post a bond; and
- (c) To the extent allowed by law, Dealer gives consent to DSC to proceed in any action to collect on or execute against any and all bonds that Dealer has posted with any governmental authorities; and
- (d) Without limiting the foregoing, DSC may take control of any funds generated by the Collateral, and in DSC's name or Dealer's name, demand, collect, receipt for, settle, compromise, sue for, repurchase, accept returns of, foreclose or realize upon any Collateral. Dealer waives any and all rights it may have to notice prior to seizure by DSC of any Collateral. Dealer agrees that private sale of any item financed by DSC at the amount owed to DSC on that item, less costs reasonably incurred by DSC in preparation of disposition of the Collateral, shall be a commercially reasonable method of disposition of the Collateral. Dealer shall be liable to DSC for any deficiency resulting from DSC's disposition of the Collateral. Dealer agrees that the Collateral is of the type customarily sold on a recognized market and that DSC therefore has no obligation to notify Dealer prior to a sale. However, Dealer agrees that ten (10) days prior written notice of public sale date or the date after which a private sale may occur shall be reasonable notice. DSC shall not be responsible for the accuracy or validity of any document or for the existence or value of any Collateral. DSC shall not be required to marshal any assets in favor of Dealer. DSC has no obligation to pursue any third person for any Liability or obligation owed to Dealer. Dealer further agrees to pay reasonable attorney fees and collection costs incurred by DSC in enforcing this Note after an event of default by Dealer. To the extent not prohibited by law, Dealer waives all appraisal, valuation, anti-deficiency, homestead, exemption or usury laws now or hereafter in effect and releases all right to appeal after payment in full.

8. **POWER OF ATTORNEY:** Dealer shall execute an irrevocable Power of Attorney in DSC's favor and such Power of Attorney shall be incorporated herein by reference and made a part of this Note.

9. **GUARANTY(IES):** Dealer shall cause each owner of Dealer to execute an Individual Personal Guaranty. If Dealer is owned in whole or in part by a legally recognized business entity or trust, then Dealer shall cause said entity or trust to execute a Guaranty in addition to all required Individual Personal Guaranties. All such and the same shall be incorporated herein by reference and made a part of this Note.

10. **TERM SHEET(S):** Prior to an Advance under this Note, Dealer shall execute a Term Sheet for each unique set of terms applicable to Dealer, which may be amended from time to time, and the same shall be incorporated herein by reference and made a part of this Note.

11. **ASSIGNMENT:** This Note may be assigned by DSC but Dealer may not assign this Note without the prior written consent of DSC.

12. **INDEMNIFICATION:** Dealer shall indemnify and hold DSC harmless from and against all, loss, damage, costs, or expenses of whatever kind or nature relating to claims of third parties arising out of or in any way connected to this Note or Dealer's business affairs including, without limitation, attorneys' fees and expenses incurred both in the defense of any action against DSC and in any action to enforce these indemnity rights as against the Dealer.

13. **NO JOINT VENTURE OR PARTNERSHIP:** Nothing contained herein shall confer upon DSC or Dealer any interest in, or subject either of them to any liability for, or in respect of the business, assets, profits, losses or liabilities of the other. This Note does not constitute and shall not be characterized as a joint venture or partnership between DSC and Dealer. Nothing in this section shall limit or restrict the respective obligations and undertakings of DSC and Dealer hereunder.

14. **AMENDMENT, MODIFICATION AND MERGER:** This Note and all documents incorporated herein by reference are intended by the parties as an amendment and restatement of any prior Demand Promissory Note and Security Agreement(s) between DSC and Dealer. With

the exception of the amendments and modifications referenced in Paragraphs 3 and 5 above, this Note may not be modified or amended except upon the written consent of DSC and Dealer. However, descriptions of specific items of DSC Financed Inventory, amounts and terms of Advances, Maturity Date Extensions, Interest, Base Rates, Risk Rates, Default Rates, DSC Administrative Fees, DSC Universal Fees, late fees, NSF Fees, Terms and Conditions and other charges allowed by this Note may be proven by ordinary course of business records of DSC.

15. EXECUTION: The parties understand and agree that DSC may execute this Note and all corresponding documents by affixing an authorized DSC Officer's signature via signature stamp. Dealer may only execute this Note by original signature. A facsimile reproduction of such authorized DSC Officer's signature and Dealer's signature on the Note and all corresponding documents shall be deemed original signatures.

16. NOTICES: All notices, requests and demands to or upon the respective parties hereto, including Service of Process of any legal proceeding initiated by either party, shall be deemed to have been duly given or made: if by hand or by facsimile, immediately upon the Business Day of receipt; if received before 5 p.m., recipient's time, otherwise on the next Business Day; if by Federal Express, Express Mail or any other overnight delivery service with proof of next day delivery on a Business Day, one (1) Business Day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the address set forth herein:

To DSC: Dealer Services Corporation, 1320 City Center Drive, Suite 100, Carmel, IN 46032
Telephone (317) 571-3731 Facsimile: (317) 571-3737

To Dealer: Young Executive Management & Consulting Services Incorporated DBA
Executive Auto Group
2329 Prospect Avenue, Kansas City, MO 64127
Telephone: (816) 241-0220 Facsimile: (913) 469-0762

17. NO WAIVER: No failure or delay by DSC in exercising any right, power, or privilege under this Note will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

18. TERMINATION: No termination of this Note shall alter Dealer's obligations and liabilities relating to amounts funded or committed prior to the effective date of such termination, and all rights and remedies, including without limitation, the security interest granted herein and the rights of DSC as a secured party hereunder, shall extend until all liabilities owed by Dealer to DSC have been satisfied.

19. LEGAL FEES AND COLLECTION COSTS: Dealer shall pay to DSC all reasonable legal fees, expenses and collection costs incurred as a result of Dealer's default or failure of any obligation under this Note.

20. SEVERABILITY: Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.

21. GOVERNING LAW: The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof. However, in the event Dealer's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

22. JURISDICTION AND VENUE: As evidenced by Dealer's signature below, Dealer submits to the personal jurisdiction and venue of the state or federal courts of Marion and Hamilton County, Indiana and agrees that any and all claims or disputes pertaining to this Note or to any matter arising out of or related to this Note initiated by Dealer against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Dealer expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. DSC reserves the right to initiate and prosecute any action against Dealer in any court of competent jurisdiction, and Dealer consents to such forum as DSC may elect. However, in the event this Note is made and entered into in the State of California, the state or federal courts located in the State of California shall have jurisdiction to hear and determine any claims or disputes between the parties pertaining to this Note or to any matter arising out of or related to this Note. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such Court, and each party hereby waives any objection which such party may have based upon lack of personal jurisdiction, improper venue, or forum non conveniens, and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such Court.

23. WAIVER OF BOND: Dealer waives, to the extent permitted by law, any bond or surety or security on such bond which might, but for this waiver, be required of DSC.

24. WAIVER OF JURY TRIAL: DEALER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE, OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE

TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF THE DEALER. THE DEALER SHALL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL HAVE NOT BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY DSC EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH DEALER AND DSC.

25. JUDICIAL REFERENCE. IF DEALER'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:

IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY EACH, A "CLAIM" AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEALER AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

26. HEADINGS: Paragraph headings used in this Note are for reference only and shall not affect the construction of this Note.

WHEREFORE, the parties have, by their duly authorized representatives, executed this Note on the 14 day of September, 2011.

Dealer: Young Executive Management & Consulting Services
Incorporated DBA Executive Auto Group

Accepted By: Dealy Services Corporation

By: [Signature]
DSC Officer

By: Ronald Jerome Reid Jr., President
Ronald Jerome Reid Jr., President

By: Royyn Alexander Green, Vice President
Royyn Alexander Green, Vice President

GUARANTORS ACKNOWLEDGE AND CONSENT OF AND TO THE FOREGOING:

Guarantor: Ronald Jerome Reid Jr.
Ronald Jerome Reid Jr.

Guarantor: Robyn Alexander Green
Robyn Alexander Green

POWER OF ATTORNEY

Young Executive Management & Consulting Services Incorporated DBA Executive Auto Group, ("Dealer"), hereby irrevocably appoints Dealer Services Corporation ("DSC"), a Delaware corporation with its principal place of business located at 1320 City Center Drive, Suite 100, Carmel, Indiana, 46032, and DSC's agents, as its lawful attorney-in-fact by executing this Power of Attorney in accordance with the Demand Promissory Note and Security Agreement ("Note") contemporaneously entered into by Dealer and DSC, to which all capitalized terms used herein shall have the meanings set forth in the Note, to act with or without the occurrence of an Event of Default and with or without notice to Dealer:

- (a) to act with general authority and delegate such authority with respect to all Dealer's Collateral and all transactions relating thereto;
- (b) to execute security agreements and related documents necessary for Dealer to acquire or sell Collateral;
- (c) to endorse any document, instrument, certificate of title or other evidence of title, state registration documents, or related documents necessary to protect the Collateral in the name of Dealer;
- (d) to endorse notes, checks, drafts, money orders, documents, or other evidences of payment, shipment or storage or any form of Collateral on behalf of and in the name of Dealer and deposit the same in the account of DSC on account of any Liability due DSC from Dealer under the Note;
- (e) to demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon the Collateral or chattel paper related to the Collateral or any insurance claims thereon in such manner as DSC may determine;
- (f) to endorse in the name of and on behalf of Dealer any chattel paper, invoice, bill of sale, document, instrument or bill of lading relating to the Collateral;
- (g) to sign the Dealer's name to all proofs of claim against any account debtor on behalf of Dealer;
- (h) to notify the post office authorities to change the address for delivery of the Dealer's mail to an address designated by DSC and to receive such mail on behalf of Dealer; and
- (i) to do all things necessary to satisfy Dealer's obligations and Liabilities under the Note.

DSC will not be liable for any acts or omissions or for any error of judgment or mistake of fact or law, absent gross negligence, bad faith or willful misconduct. This power, being coupled with an interest, is irrevocable until the Liabilities have been fully satisfied.

Executed this 14th day of September, 2011.

Dealer: Young Executive Management & Consulting Services Incorporated DBA Executive Auto Group

Signature: Ronald Jerome Reid Jr., President
Ronald Jerome Reid Jr., President

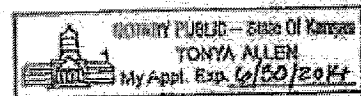
Signature: Robyn Alexander Green, Vice President
Robyn Alexander Green, Vice President

STATE OF Kansas
COUNTY OF Johnson } ss:

Before me, a Notary Public in and for said County and State, personally appeared Ronald Jerome Reid Jr. and Robyn Alexander Green, who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

Witness my hand and Notarial Seal this 14th day of September, 2011.

Notary Signature: Tonya Allen
Notary, Printed: Tonya Allen



My Commission Expires: June 30, 2014 County of Residence: Johnson

TERM SHEET

Dealer: Young Executive Management & Consulting Services
Incorporated DBA Executive Auto Group
Dealer Number: 61764

Branch: Kansas City East

Date of Original Note:

Term Plan Type: Retail (Buyer)

The following, as defined in the Demand Promissory Note and Security Agreement, shall apply effective immediately to any Advance made by DSC to Dealer under the Note and pursuant to this Term Sheet.

Floorplan Fee, Period, Principal Reduction: The Floor Plan Fee, Period and Principal Reduction for any one Advance made pursuant to this Term Sheet shall be as follows:

| Period | Number of Days In Period | Required Principal Reduction to Extend Maturity Date | Floorplan Fee |
|--------|--------------------------|--|---------------|
| 1 | 60 | 10.00% | \$85.00 |
| 2 | 30 | 20.00% | \$75.00 |
| 3 | 30 | 100.00% | \$75.00 |

Contract Rate: The Contract Rate of interest shall accrue on all Liabilities, including but not limited to, Inventory Advances at the Base Rate plus 4.5% per annum compounded daily unless otherwise provided for pursuant to the Terms and Conditions of the Note.

Dealer may pay the Floorplan Fee at the time of the Advance to avoid incurring interest charges thereon. If Dealer elects not to pay the Floorplan Fee at the time of the Advance, the interest on the Floorplan Fee will accrue per the terms of this Note. By initialing the box at the end of this sentence, Dealer acknowledges that interest will accrue on the Floorplan Fee per terms of the Note. XXXX Dealer shall not be entitled to extend any one Advance made pursuant to this Term Sheet beyond the last defined Period above.

Before DSC will approve directly funding the bank account of Dealer for any Advance, Dealer acknowledges that DSC must hold a first priority security interest in all Dealer's DSC-Financed Inventory. XXXX

Executed by the undersigned duly authorized representatives effective as of the 14 day of September, 2016.

Dealer: Young Executive Management & Consulting
Services Incorporated

DBA: Executive Auto Group

DBA:

Dealer Services Corporation

By: BDJ

DSC Officer

Signature: Ronald Jerome Reid Jr., President
Ronald Jerome Reid Jr., President

Signature: Rebyn Alexander Green, Vice President
Rebyn Alexander Green, Vice President

That Dealer shall not disclose to any third party, without the written consent of DSC, any terms and conditions appearing herein and applicable to Dealer's DSC account.

INDIVIDUAL PERSONAL GUARANTY

WHEREAS, Dealer Services Corporation, a Delaware corporation ("DSC"), in consideration of any present or future loans or other financial advances to Young Executive Management & Consulting Services Incorporated DBA Executive Auto Group (hereinafter sometimes referred to as "Debtor"); and

WHEREAS, on the 14 day of September, 2014, Debtor executed and delivered to DSC the principal Demand Promissory Note and Security Agreement ("Note"); and

WHEREAS, the loan of DSC to Debtor is conditioned upon said indebtedness being personally guaranteed as to the payment thereof by Ronald Jerome Reid Jr. (hereinafter referred to as "Guarantor"); and

WHEREAS, in consideration of the financial and other support that the Debtor has provided, and such financial and other support as the Debtor may in the future provide, to the Guarantor, and in order to induce DSC to provide Credit to Debtor, and because Guarantor has determined that executing this Individual Personal Guaranty (hereinafter referred to as "Guaranty") is in its interest and to its financial benefit, the Guarantor is willing to guarantee the obligations of Debtor under the Note; and

WHEREAS the Guaranty shall be irrevocable, continuing and unconditional as to all Liabilities owed by Debtor at all times;

1. NOW, THEREFORE, the Guarantor, in executing this Guaranty, jointly and severally guarantees that Debtor will promptly pay the full amount of principal and interest, all costs and fees, including but not limited to, reasonable attorneys' fees and collection costs, and any other liabilities arising out of the Note as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as a primary not a secondary liability of Guarantor.

2. Without limiting the generality of the foregoing, the Guarantor agrees that he/she will pay the full amount of principal and interest of the Note now or hereafter due as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as primary and not a secondary liability of Guarantor.

3. The Guarantor hereby waives demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non performance on all of said indebtedness; and if said indebtedness is renewed, or if the time for payment thereof be extended (to which Guarantor hereby expressly consents to any such renewal or extension) either with or without notice to Guarantor, Guarantor unconditionally guarantees the payment of such indebtedness at the time fixed for the payment thereof in said by any such renewal or extension. Guarantor further waives all rights, by statute or otherwise, to require the holder of the Note to institute suit against the original maker of the Note; also to exercise diligence in enforcing this or any other instrument.

4. To the extent permitted by law, Guarantor waives all defenses legally available to Guarantor, Guarantor being bound to the payment of said indebtedness of the original maker of the Note. The holder of the Note may take any new or additional or substituted security from time to time without in any way impairing the obligation of the undersigned; and the impairment of the security, which said holder may from time to time hold as security for said loan, shall in no way operate to discharge the undersigned in whole or in part, it being specifically agreed that the holder is not required to exercise diligence to enforce its rights against the original maker of the Note. The holder is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with the security herein; but the holder of the Note shall be under no obligation to collect or to protect any of such security or said indebtedness, and its neglect or failure to collect or protect the same is excused. Acceptance of the Guaranty is waived.

5. Forbearance on the part of DSC to take steps to enforce payment of said indebtedness arising from Guarantor's default in any respect whatever, or the giving of further time to the original maker of the Note, shall in no way release the undersigned, but the undersigned shall remain jointly and severally liable hereunder for the prompt payment of said indebtedness.

6. This Guaranty is for the use and benefit of the holder of the Note, who in the first instance will be DSC. This Guaranty shall also be for the use and benefit of any subsequent owner of the Note; and each owner of the Note may assign this Guaranty to its successor owner of the Note.

7. All reasonable costs and expenses, including attorneys' fees, incurred by the holder of the Note to enforce this Guaranty, shall be paid by the undersigned.

8. The liability of the Guarantor shall continue until payment is made of every obligation of the Debtor now or hereafter incurred in connection with the Note, and until payment is made of any loss or damage incurred by DSC with respect to any matter covered by this Guaranty.

9. Guarantor consents that, without affecting the Guarantor's liability, DSC may, without notice to or consent of Guarantor on such terms as DSC may deem advisable, extend in whole or in part, by renewal or otherwise, the time of payment of the debt now or hereafter owing by the Debtor to DSC or held by DSC as security for any obligation herein described, or may do or refrain from doing any act whatever. Guarantor also consents that DSC may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of Debtor to DSC, and may also settle or compromise any claim of DSC against Debtor or against any other person or corporation whose obligation is held by DSC as collateral security for any obligation of Debtor or DSC. Guarantor hereby ratifies and affirms any such actions, and all such actions shall be binding on Guarantor, and Guarantor hereby waives all defenses, counterclaims or offsets which Guarantor may have.

10. Guarantor also waives notice of failure of any person to pay to DSC any debt held by DSC as collateral security for the obligations of Debtor, and all defenses, offsets and counterclaims which Guarantor may at any time have to any claim of DSC against Debtor.

11. Guarantor represents that at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of this Guaranty.

12. Guarantor understands that so long as any indebtedness exists from Debtor to DSC, Debtor is not permitted to repay any loans or obligation owing Guarantor, present or future. Guarantor agrees that any such payments made by Debtor to Guarantor shall be held in trust for the benefit of DSC and shall be immediately delivered to DSC.

13. DSC may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guaranty without first proceeding against any other person, firm or corporation, and without resorting to any property held by DSC as collateral security.

14. The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof, and Guarantor agrees that any and all claims or disputes pertaining to this Guaranty or to any matter arising out of or related to this Guaranty initiated by Debtor against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Guarantor expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. However, in the event Debtor's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

15. Guarantor understands that the right to trial by jury is an unconditional right afforded by the United States Constitution and understands that right may be waived. Guarantor has consulted with or has had the opportunity to consult with his/her attorney and hereby knowingly, intentionally and voluntarily waives any right to trial by jury regarding any litigation arising out of or in connection with this Guaranty. Guarantor understands that DSC also has waived its right to trial by jury and agrees that such waiver by Guarantor and DSC are for the mutual benefit of the parties. Further, Guarantor understands and agrees that such waiver is a material inducement for both parties in entering into this Guaranty and transactions relating thereto.

16. JUDICIAL REFERENCE. IF DEBTOR'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:
IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEBTOR AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 643.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF

SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THE NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

17. Any provision of this Guaranty that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Guaranty or affecting the validity or enforceability of any provision of this Guaranty.

18. Words of "Guaranty" contained herein in no way diminish or impair the absolute liability hereby created.

19. This Guaranty is intended by the Guarantor as an amendment and restatement of any prior Personal Guaranty made by Guarantor related to the Demand Promissory Note and Security Agreement or amendment thereof executed by Debtor.

20. POLICY CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Executed by the undersigned this 14th day of September, 2011.

Signature: Ronald Jerome Reid Jr.
Ronald Jerome Reid Jr.

STATE OF Kansas
COUNTY OF Johnson } ss:

Before me, a Notary Public in and for said County and State, personally appeared Ronald Jerome Reid Jr., who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

Witness my hand and Notarial Seal this 14th day of September, 2011.

Notary Signature

Notary, Printed

Tonya Allen
Tonya Allen



My Commission Expires: June 30, 2014

County of Residence: Johnson

INDIVIDUAL PERSONAL GUARANTY

WHEREAS, Dealer Services Corporation, a Delaware corporation ("DSC"), in consideration of any present or future loans or other financial advances to Yeung Executive Management & Consulting Services Incorporated DBA Executive Auto Group (hereinafter sometimes referred to as "Debtor"); and

WHEREAS, on the 14 day of September, 20 11, Debtor executed and delivered to DSC its principal Demand Promissory Note and Security Agreement ("Note"); and

WHEREAS, the loan of DSC to Debtor is conditioned upon said indebtedness being personally guaranteed as to the payment thereof by Robyn Alexander Green (hereinafter referred to as "Guarantor"); and

WHEREAS, in consideration of the financial and other support that the Debtor has provided, and such financial and other support as the Debtor may in the future provide, to the Guarantor, and in order to induce DSC to provide Credit to Debtor, and because Guarantor has determined that executing this Individual Personal Guaranty (hereinafter referred to as "Guaranty") is in its interest and to its financial benefit, the Guarantor is willing to guarantee the obligations of Debtor under the Note; and

WHEREAS the Guaranty shall be irrevocable, continuing and unconditional as to all Liabilities owed by Debtor at all times;

1. NOW, THEREFORE, the Guarantor, in executing this Guaranty, jointly and severally guarantees that Debtor will promptly pay the full amount of principal and interest, all costs and fees, including but not limited to, reasonable attorneys' fees and collection costs, and any other liabilities arising out of the Note as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as a primary not a secondary liability of Guarantor.

2. Without limiting the generality of the foregoing, the Guarantor agrees that he/she will pay the full amount of principal and interest of the Note now or hereafter due as and when the same shall in any manner be or become due, either according to the Terms and Conditions provided in the Note or upon acceleration of the payment thereof by reason of a default, as primary and not a secondary liability of Guarantor.

3. The Guarantor hereby waives demand, notice of dishonor, presentment for payment, protest and notice of protest, and of non performance on all of said indebtedness; and if said indebtedness is renewed, or if the time for payment thereof be extended (to which Guarantor hereby expressly consents to any such renewal or extension) either with or without notice to Guarantor, Guarantor unconditionally guarantees the payment of such indebtedness at the time fixed for the payment thereof in and by any such renewal or extension. Guarantor further waives all rights, by statute or otherwise, to require the holder of the Note to institute suit against the original maker of the Note; also to exercise diligence in enforcing this or any other instrument.

4. To the extent permitted by law, Guarantor waives all defenses legally available to Guarantor, Guarantor being bound to the payment of said indebtedness of the original maker of the Note. The holder of the Note may take any new or additional or substituted security from time to time without in any way impairing the obligation of the undersigned; and the impairment of the security, which said holder may from time to time hold as security for said loan, shall in no way operate to discharge the undersigned in whole or in part, it being specifically agreed that the holder is not required to exercise diligence to enforce its rights against the original maker of the Note. The holder is hereby authorized at any time, in its sole discretion and without notice, to take, change, release or in any way deal with the security herein; but the holder of the Note shall be under no obligation to collect or to protect any of such security or said indebtedness, and its neglect or failure to collect or protect the same is excused. Acceptance of the Guaranty is waived.

5. Forbearance on the part of DSC to take steps to enforce payment of said indebtedness arising from Guarantor's default in any respect whatever, or the giving of further time to the original maker of the Note, shall in no way release the undersigned, but the undersigned shall remain jointly and severally liable hereunder for the prompt payment of said indebtedness.

6. This Guaranty is for the use and benefit of the holder of the Note, who in the first instance will be DSC. This Guaranty shall also be for the use and benefit of any subsequent owner of the Note, and each owner of the Note may assign this Guaranty to its successor owner of the Note.

7. All reasonable costs and expenses, including attorneys' fees, incurred by the holder of the Note to enforce this Guaranty, shall be paid by the undersigned.

8. The liability of the Guarantor shall continue until payment is made of every obligation of the Debtor now or hereafter incurred in connection with the Note, and until payment is made of any loss or damage incurred by DSC with respect to any matter covered by this Guaranty.

9. Guarantor consents that, without affecting the Guarantor's liability, DSC may, without notice to or consent of Guarantor on such terms as DSC may deem advisable, extend in whole or in part, by renewal or otherwise, the time of payment of the debt now or hereafter owing by the Debtor to DSC or held by DSC as security for any obligation herein described, or may do or refrain from doing any act whatever. Guarantor also consents that DSC may release, surrender, exchange, modify, impair or extend the periods of duration or the time for performance or payment of any collateral securing the obligations of Debtor to DSC, and may also settle or compromise any claim of DSC against Debtor or against any other person or corporation whose obligation is held by DSC as collateral security for any obligation of Debtor or DSC. Guarantor hereby ratifies and affirms any such actions, and all such actions shall be binding on Guarantor, and Guarantor hereby waives all defenses, counterclaims or offsets which Guarantor may have.

10. Guarantor also waives notice of failure of any person to pay to DSC any debt held by DSC as collateral security for the obligations of Debtor, and all defenses, offsets and counterclaims which Guarantor may at any time have to any claim of DSC against Debtor.

11. Guarantor represents that at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of this Guaranty.

12. Guarantor understands that so long as any indebtedness exists from Debtor to DSC, Debtor is not permitted to repay any loans or obligation owing Guarantor, present or future. Guarantor agrees that any such payments made by Debtor to Guarantor shall be held in trust for the benefit of DSC and shall be immediately delivered to DSC.

13. DSC may, at its option, proceed in the first instance against the Guarantor to collect the obligations covered by this Guaranty without first proceeding against any other person, firm or corporation, and without resorting to any property held by DSC as collateral security.

14. The validity, enforceability and interpretation of this Note shall be governed by the laws of the State of Indiana without regard to conflicts of laws provisions thereof, and Guarantor agrees that any and all claims or disputes pertaining to this Guaranty or to any matter arising out of or related to this Guaranty initiated by Debtor against DSC shall be brought in the state or federal courts of Marion or Hamilton County, Indiana. Further, Guarantor expressly consents to such jurisdiction and venue of the state or federal courts in Marion and Hamilton County, Indiana as to any action brought in such court by DSC and waives any claim of inconvenient forum with respect to any such action. However, in the event Debtor's Place of Business is in the State of California, the validity, enforceability and interpretation of this Note shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof, and each Advance made under this Note shall be deemed made pursuant to and under the authority of a license issued under the California Finance Lenders Laws.

15. Guarantor understands that the right to trial by jury is an unconditional right afforded by the United States Constitution and understands that right may be waived. Guarantor has consulted with or has had the opportunity to consult with his/her attorney and hereby knowingly, intentionally and voluntarily waives any right to trial by jury regarding any litigation arising out of or in connection with this Guaranty. Guarantor understands that DSC also has waived its right to trial by jury and agrees that such waiver by Guarantor and DSC are for the mutual benefit of the parties. Further, Guarantor understands and agrees that such waiver is a material inducement for both parties in entering into this Guaranty and transactions relating thereto.

16. JUDICIAL REFERENCE. IF DEBTOR'S PLACE OF BUSINESS IS WITHIN THE STATE OF CALIFORNIA, THE FOLLOWING PROVISIONS APPLY:
IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, DEBTOR AND DSC HEREBY AGREE AS FOLLOWS:

(A) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN SUBPARAGRAPH B BELOW, ANY CLAIM WILL BE RESOLVED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1.

(B) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A REFERENCE PROCEEDING: (1) EXERCISE OF

SELF-HELP REMEDIES (INCLUDING SET-OFF), (2) APPOINTMENT OF A RECEIVER AND (3) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS NOTE DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN CLAUSES (1) - (3) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THE NOTE.

(C) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B). A REQUEST FOR APPOINTMENT OF A REFEREE MAY BE HEARD ON AN EX PARTE OR EXPEDITED BASIS, AND THE PARTIES AGREE THAT IRREPARABLE HARM WOULD RESULT IF EX PARTE RELIEF IS NOT GRANTED.

(D) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(E) THE REFEREE SHALL APPLY THE RULES OF DISCOVERY AND EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA TO THE REFERENCE PROCEEDING AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

17. Any provision of this Guaranty that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Guaranty or affecting the validity or enforceability of any provision of this Guaranty.

18. Words of "Guaranty" contained herein in no way diminish or impair the absolute liability hereby created.

19. This Guaranty is intended by the Guarantor as an amendment and restatement of any prior Personal Guaranty made by Guarantor related to the Demand Promissory Note and Security Agreement or amendment thereof executed by Debtor.

20. POLICY CONCERNING THE FURNISHING OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Executed by the undersigned this 14th day of September, 2011.

Signature: Robyn Alexander Green

Robyn Alexander Green

STATE OF Kansas)
COUNTY OF Johnson) ss:

Before me, a Notary Public in and for said County and State, personally appeared Robyn Alexander Green, who acknowledged the execution of the foregoing, and who, having been duly sworn states that any representations contained therein are true.

Witness my hand and Notarial Seal this 14th day of September, 2011.

Notary Signature: Tonya Allen

Notary, Printed: Tonya Allen



My Commission Expires: June 30, 2014

County of Residence: Johnson