

Fill in this information to identify the case:

Debtor 1 Auto Masters, LLC
Debtor 2 (Spouse, if filing) _____
United States Bankruptcy Court for the: Middle District of Tennessee
Case number 3:17-bk-07036

Official Form 410 Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? CapStar Bank
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| | |
|---|--|
| Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| <u>Ronald G. Steen, Jr.</u> Name | <u>CapStar Bank, c/o Scott McGuire</u> Name |
| <u>6100 Tower Circle, Ste 200</u> Number Street | <u>1201 Demonbreun St., Ste. 700</u> Number Street |
| <u>Franklin</u> <u>TN</u> <u>37067</u> City State ZIP Code | <u>Nashville</u> <u>TN</u> <u>37203</u> City State ZIP Code |
| Contact phone <u>615.465.6010</u> | Contact phone _____ |
| Contact email <u>ronn.steen@thompsonburton.com</u> | Contact email _____ |

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 2,117,570.28. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money Loaned (Guaranties)

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

2/1/2018
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Scott McGuire
First name Middle name Last name

Title Sr. Vice President, Special Assets

Company CapStar Bank
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1701 Demonbreun St., Ste. 700
Number Street
Nashville TN 37203
City State ZIP Code

Contact phone 615.732.7364 Email smcguire@capstarbank.com

PROOF OF CLAIM BREAKDOWN

Auto Masters, LLC

3:17-bk-07036

The following is a breakdown of the amount owed by Debtor Auto Masters, LLC ("Debtor"), as of October 17, 2017 (the "Petition Date") to CapStar Bank ("CapStar") pursuant to guaranty agreements executed by it guaranteeing the obligations of TBLC Holdings, LLC ("Holdings") and TBLC Media, L.L.C. ("Media," and together with Holdings, the "Borrowers"). Debtor executed that certain *Guaranty Agreement* dated November 6, 2012, in favor of CapStar guaranteeing the obligations of Media, and that certain *Guaranty Agreement* dated November 5, 2015, in favor of CapStar guaranteeing the obligations of Holdings (the "Guaranty Agreements"). Copies of the Guaranty Agreements are attached hereto.

Note 1 (Media) as of Petition Date

| | |
|-----------------------|----------------------------|
| <u>Principal:</u> | \$310,330.08 |
| <u>Interest:</u> | \$445.41 |
| <u>Costs/Charges:</u> | \$151.18 (Late Fees) |
| <u>NOTE 1 TOTAL:</u> | <u>\$310,926.67</u> |

Borrowers are currently under a forbearance with CapStar, and they are continuing to reduce the indebtedness owed to CapStar. As of **January 30, 2018**, the total amount owed, including principal (\$310,330.08), accrued interest (\$5,749.04), costs and fees (\$151.18), is **\$316,230.30**.

Note 2 (Holdings) as of Petition Date

| | |
|-----------------------|--|
| <u>Principal:</u> | \$1,803,428.00 |
| <u>Interest:</u> | \$3,215.61 |
| <u>Costs/Charges:</u> | \$1.00 (estimated SWAP Agreement Fee: not included in total below) |
| <u>NOTE 2 TOTAL:</u> | <u>\$1,806,643.61</u> |

Borrowers are currently under a forbearance with CapStar, and they are continuing to reduce the indebtedness owed to CapStar. As of **January 30, 2018**, the total amount owed, including principal (\$1,665,948.00), accrued interest (\$6,612.42), costs and fees (\$1.00: estimated SWAP Agreement Fee), is **\$1,672,561.42**.

Total Claim Amount for Notes 1 and 2 as of the Petition Date: \$2,117,570.28

CAPSTAR RESERVES THE RIGHT TO AMEND THIS PROOF OF CLAIM AT ANY TIME DURING THIS CASE.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty"), dated November 9, 2012 is made and entered into upon the terms hereinafter set forth, by AUTO MASTERS, LLC, a Tennessee limited liability company ("Guarantor"), in favor of CAPSTAR BANK ("Bank").

RECITALS:

Bank is willing to make a loan to TBLC MEDIA, L.L.C., a Tennessee limited liability company ("Debtor"), only if Guarantor executes this Guaranty.

NOW, THEREFORE, Guarantor hereby agrees as follows:

1. Guarantor hereby guarantees to Bank the prompt payment and performance of the following (collectively, the "Guaranteed Obligations"): (a) the outstanding principal indebtedness evidenced by the Promissory Note dated the same date as this Guaranty, in the original principal amount of \$532,000, made by Debtor and payable to the order of Bank (as amended, renewed or extended from time to time, the "Note"), (b) interest accruing on the Note, (c) the obligations of Debtor to Bank pursuant to any and all other instruments, documents and/or agreements now or hereafter further evidencing, securing or otherwise related to the indebtedness evidenced by the Note, and (d) any and all other indebtedness and obligations of Debtor to Bank, direct or contingent, whether now existing or hereafter arising and however evidenced. Guarantor hereby agrees that if the Guaranteed Obligations are not timely paid in accordance with the terms thereof, Guarantor immediately will pay such Guaranteed Obligations. If for any reason any payment in respect of the Guaranteed Obligations shall be determined at any time to be a voidable preference or otherwise shall be set aside or required to be returned or repaid, this Guaranty nevertheless shall remain in full force and effect and shall be fully enforceable against Guarantor for the payment set aside, returned or repaid, as well as any other Guaranteed Obligations still outstanding, notwithstanding the fact that this Guaranty may have been canceled, released and/or returned to Guarantor by Bank.

2. In addition to the obligations of Guarantor to Bank pursuant to Paragraph 1 of this Guaranty, Guarantor further agrees to pay any and all expenses (including without limitation reasonable attorney's fees) reasonably incurred by Bank in endeavoring to collect and/or enforce the obligations of Guarantor under this Guaranty.

3. Guarantor covenants and agrees with Bank that until all of the Guaranteed Obligations have been fully paid and/or performed, Guarantor will furnish to Bank promptly upon request his personal financial statement as of the calendar year most recently ended and his most recently filed personal tax return and any other information required pursuant to any document executed by Debtor securing or in connection with the Note.

4. Guarantor hereby waives notice of any breach or default by Debtor, and hereby further waives presentment, demand, notice of dishonor and protest with respect to any instrument now or hereafter evidencing any of the Guaranteed Obligations.

5. Any act of Bank consisting of a waiver of any of the terms, covenants or conditions of the Guaranteed Obligations, or the giving of any consent to any matter or thing relating to the Guaranteed Obligations, or the granting of any indulgences or extensions of time to Debtor, may be done without notice to Guarantor and without releasing the obligations of Guarantor hereunder.

6. The obligations of Guarantor hereunder shall not be released or impaired by (a) Bank's receipt, application or release of any security at any time given for the payment, performance or observance of any of the Guaranteed Obligations, or (b) the release of, or the modification of the obligations of, any other indorser, surety or guarantor of any of the Guaranteed Obligations. Similarly, the obligations of Guarantor hereunder shall not be released or impaired by any amendment to or modification of any of the terms of the Guaranteed Obligations made by Bank and Debtor.

7. The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Debtor in any receivership, bankruptcy or other proceedings, (b) the impairment, limitation or modification of the liability of Debtor or the estate of Debtor in bankruptcy, or of any remedy for the enforcement of any of the Guaranteed Obligations resulting from the operation of any present or future provision of the Federal bankruptcy law or any other statute or the decision of any court, (c) the rejection or disaffirmance of any instrument, document or agreement evidencing any of the Guaranteed Obligations in any such proceedings, (d) the assignment or transfer of any of the Guaranteed Obligations by Bank, (e) any defense of Debtor, or (f) the cessation from any cause whatsoever of the liability of Debtor with respect to the Guaranteed Obligations.

8. Until all of the Guaranteed Obligations have been fully paid and/or performed, as the case may be, any liability or indebtedness of Debtor now or hereafter held by Guarantor is and shall be subject and subordinate to the obligations of Debtor to Bank under the Guaranteed Obligations.

9. Guarantor hereby waives any claim, right or remedy that Guarantor may now have or hereafter acquire against Debtor that arises hereunder and/or from performance by Guarantor hereunder, including but not limited to any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim, right or remedy of Bank against Debtor or any collateral now or hereafter securing the Guaranteed Obligations, regardless of whether such claim, right or remedy arises under contract, by statute, under common law, in equity or otherwise.

10. This is a guaranty of payment and performance and not of collection. The liability of Guarantor hereunder shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Debtor or any other person, nor against any collateral available to Bank. Guarantor hereby waives any right to require that an action be brought

against Debtor or any other person or to require that resort be had to any collateral in favor of Bank prior to discharging its obligations hereunder. Guarantor further waives any right of Guarantor to require that an action be brought against Debtor under the provisions of Title 47, Chapter 12, Tennessee Code Annotated, as the same may be amended from time to time.

11. Guarantor hereby consents and agrees that all payments and credits received from Debtor or Guarantor or realized from any collateral may be applied by Bank to the Guaranteed Obligations in such priority as Bank in its sole judgment shall see fit.

12. This Guaranty is assignable by Bank in connection with the assignment of the Loan, and any assignment of the Guaranteed Obligations or any portion thereof by Bank shall operate to vest in the assignee the rights and powers of Bank hereunder to the extent of such assignment. This Guaranty shall be binding upon Guarantor and Guarantor's heirs, representatives, successors, successors-in-title and assigns, and shall inure to the benefit of Bank, its heirs, representatives, successors, successors-in-title and assigns.

13. This Guaranty shall be construed in accordance with and governed by the laws of the State of Tennessee without reference to principles of conflicts of laws.

14. No amendment or modification hereof shall be effective unless evidenced by a writing signed by Guarantor and Bank. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Guarantor hereby waives notice of acceptance of this Guaranty by Bank.

16. Guarantor hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which Creditor may be a party and which concerns this Guaranty or the Guaranteed Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Bank agrees to the contrary in writing.

17. GUARANTOR AND BANK AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY GUARANTOR OR BANK, IN CONNECTION WITH THIS GUARANTY SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. GUARANTOR AND BANK EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guaranty, or has caused this Guaranty to be executed by its duly authorized representative, as of the date first above written.

GUARANTOR:

AUTO MASTERS, LLC

By: 

Title: Act Member

GUARANTY AGREEMENT

ENTERED INTO by AUTO MASTERS, LLC, a Tennessee limited liability company ("Guarantor"), in favor of CAPSTAR BANK, a Tennessee banking corporation, its successors and assigns ("Lender") this 5th day of November, 2015.

RECITALS:

A. Guarantor desires to induce Lender to extend a loan to TBLC HOLDINGS, LLC, a Tennessee limited liability company ("Borrower").

B. Lender has agreed to extend credit and loans to the Borrower.

C. One condition to Lender's agreement to extend the loan to Borrower is that Guarantor must unconditionally guarantee the obligations of Borrower, without which Lender would not extend credit to Borrower.

D. Guarantor acknowledges that he derives both a direct and indirect benefit from the credit extended to Borrower.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

The following terms shall have the following meanings unless the context expressly requires otherwise:

"Borrower" has the meaning ascribed to that term in the Recitals hereof.

"Collateral" means (i) any and all Property and things of value in or against which a deed of trust lien, mortgage lien, other lien, and/or security interest has been granted or may in the future be granted to secure to Lender repayment and performance of the Guaranteed Obligations; (ii) any and all Property and things of value now held or which may in the future be held by or for the benefit of Lender as security for or for application to the Guaranteed Obligations; and (iii) any and all Property and things of value assigned to or which may in the future be assigned to or for the benefit of Lender as security for or for application to the Guaranteed Obligations.

"Financial Statements" means (i) the financial statement or statements of Guarantor delivered with this Guaranty to Lender; and (ii) subsequent financial statements required to be provided pursuant to this Guaranty.

"Guaranteed Obligations" means the following: (i) obligations and indebtedness of any kind and character whatsoever of Borrower to Lender evidenced by or arising out of or in connection with that certain Promissory Note dated of even date herewith, executed by Borrower to the order of Lender in the principal amount of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00), as such may be amended, restated or modified from time to

time (the “Note”); (ii) obligations and indebtedness of Borrower arising out of that certain Loan Agreement between Borrower and Lender dated of even date herewith, as such may be amended from time to time (the “Loan Agreement”) and the other Loan Documents (as defined in the Loan Agreement); (iii) obligations and indebtedness of Borrower arising out of any Hedging Agreements (as defined in the Loan Agreement) between Borrower and Lender; and (iv) all obligations and other liabilities of Borrower to Lender or any affiliate of Lender in respect of any of the following services provided to Borrower by Lender or affiliate of Lender: (A) any treasury or other cash management services, including (i) deposit account; (ii) automated clearing house (ACH) origination and other funds transfer; (iii) depository (including cash vault and check deposit); (iv) zero balance accounts and sweep; (v) return items processing; (vi) controlled disbursement; (vii) positive pay; (viii) lockbox; (ix) account reconciliation and information reporting, (x) payables outsourcing, (xi) payroll processing; and (xii) trade finance services, and (B) card services, including (i) credit card (including purchasing card and commercial card); (ii) prepaid card, including payroll, stored value and gift cards; (iii) merchant services processing; (iv) debit card services; and (v) all amendments, modifications, extensions or increases in the indebtedness of, and in connection with, any of the foregoing.

“Guarantor” has the meaning ascribed to that term in the preamble hereof, and shall include without limitation: (i) Guarantor as debtor-in-possession or any trustee in any bankruptcy proceeding; and (ii) any trustee, receiver, custodian, conservator or other similar appointee over Guarantor or over his Property pursuant to any court proceeding of any kind.

“Guaranty” means this Guaranty Agreement, as it may be modified and amended from time to time hereafter.

“Lender” has the meaning ascribed to that term in the preamble hereof.

“Other Guarantor” means any and all Persons who now or in the future guarantee to Lender all or any portion of the Guaranteed Obligations.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government, or any agency or political subdivision thereof, or any other form of entity.

“Property” or “Properties” means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

To induce Lender to accept this Guaranty and to cause Lender to extend credit from time to time to Borrower, Guarantor hereby represents and warrants to Lender the following:

Section 2.1 Binding Obligations. This Guaranty is legal, valid and binding upon and against Guarantor, enforceable in accordance with its respective terms, subject to no defense, counterclaim, set-off, or objection of any kind. Lender has taken no action nor has it failed to take any action that subjects Lender to any liability to Guarantor.

Section 2.2 No Legal Bar or Resultant Lien. Guarantor's execution, delivery and performance of this Guaranty does not constitute a default under, and will not violate any contract, agreement, law, regulation, order, injunction, judgment, decree, or writ to which Guarantor is subject, or result in the creation or imposition of any lien upon any Properties of Guarantor.

Section 2.3 No Consent. Guarantor's execution, delivery, and performance of this Guaranty does not require the consent or approval of any other Person.

Section 2.4 Financial Condition. The Financial Statements that have been delivered to Lender present fairly the financial condition of Guarantor as of the date or dates and for the period or periods stated therein. No material adverse change in the financial condition of Guarantor has occurred since the date of the most recent Financial Statements.

Section 2.5 Liabilities and Litigation. Guarantor has no material liabilities (individually or in the aggregate) direct or contingent, except as referred to or reflected in the Financial Statements. There is no litigation, legal or administrative proceeding, investigation, or other action of any nature pending or, to the knowledge of Guarantor, threatened against or affecting Guarantor that involves the possibility of any judgment or liability not fully covered by insurance and that may materially and adversely affect the business or the Properties of Guarantor.

Section 2.6 Taxes; Governmental Charges. Guarantor has filed or caused to be filed all tax returns and reports required to be filed and has paid all taxes, assessments, fees, and other governmental charges levied upon him or upon any of his Properties or income, which are due and payable, including interest and penalties.

Section 2.7 Title, Etc. Guarantor has good title to his Properties, free and clear of all liens except those referenced or reflected in the Financial Statements.

Section 2.8 No Default. Guarantor is not in default in any respect that affects his business, Properties, operations, or condition, financial or otherwise, under any indenture, mortgage, deed of trust, credit agreement, note, agreement, or other contract to which Guarantor is a party or by which Guarantor or his Properties are bound.

Section 2.9 Solvency. Guarantor is solvent as of the date hereof. Guarantor is generally paying his debts as they mature and the fair value of Guarantor's assets exceed the sum total of Guarantor's liabilities.

ARTICLE 3 **COVENANTS AND AGREEMENTS**

Section 3.1 Guarantee of Payment.

(a) Guarantor hereby irrevocably and unconditionally guarantees to Lender the full and timely payment and performance of the Guaranteed Obligations.

(b) All payments by Guarantor shall be paid in lawful money of the United States of America.

(c) Each and every default in payment of the Guaranteed Obligations shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder by Lender as each cause of action arises.

(d) Guarantor shall pay on demand to Lender all reasonable costs and expenses (including attorneys' fees) incurred by Lender in the protection, interpretation, and enforcement of any of its rights or in the pursuance of any of its remedies in respect of the Guaranteed Obligations or this Guaranty.

Section 3.2 Obligations Continuing and Unconditional. The obligations of Guarantor under this Guaranty are continuing, absolute and unconditional and shall remain in full force and effect until the entire principal of and interest and expenses on the Guaranteed Obligations shall have been paid in full and discharged, and such obligations shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event whatsoever, including, without limitation, any of the following, whether or not with notice to or the consent of Guarantor:

(a) the invalidity, irregularity, illegality or unenforceability of, or any defect in, any instrument, document, agreement or contract evidencing or comprising the Guaranteed Obligations;

(b) any present or future law or order of any government or of any agency thereof purporting to reduce, amend or otherwise affect the Guaranteed Obligations or any other obligation of the Borrower or any other obligor or to vary any terms of payment;

(c) any claim of immunity or defense (other than full and final payment of the Guaranteed Obligations) on behalf of the Borrower or any other obligor;

(d) the waiver, compromise, settlement, release or termination of any or all of the Guaranteed Obligations or the release of any Collateral or any Other Guarantor;

(e) the failure to give notice to Guarantor of the occurrence of any event of default or breach of any of the Guaranteed Obligations or the breach of any provisions hereunder;

(f) the extension of the time for payment of any principal of or interest or premium on any of the Guaranteed Obligations or of the time for performance of any other obligations, covenants or agreements under or arising out of the Guaranteed Obligations;

(g) the modification or amendment (whether material or otherwise) of any obligation, instrument, contract, covenant or agreement set forth in, evidencing, or comprising any part of the Guaranteed Obligations;

(h) the taking of, or the omission to take, any of the actions referred to in this Guaranty or in any of the instruments, documents, agreements, and contracts evidencing or comprising the Guaranteed Obligations;

(i) any failure, omission or delay on the part of Lender or any other Person to enforce, assert or exercise any right, power or remedy conferred on Lender or such other Person in the Guaranty or the Guaranteed Obligations;

(j) the voluntary or involuntary liquidation of, dissolution of, sale or other disposition of all or substantially all the assets of, cessation of business of, marshaling of assets and liabilities of, receivership of, financial decline of, insolvency of, bankruptcy of, assignment for the benefit of creditors of, reorganization of, arrangement of, composition with creditors or readjustment of, or other similar proceedings affecting, the Borrower or any of its subsidiaries or assets or any allegation or contest of the validity of the Guaranteed Obligations or this Guaranty, or the disaffirmance or attempted disaffirmance of the Guaranteed Obligations or this Guaranty, in any such proceedings;

(k) the default or failure of Guarantor fully to perform any of his obligations set forth in this Guaranty;

(l) the failure of any other Person to guarantee any or all of the Guaranteed Obligations;

(m) the failure of Lender to take or perfect a lien, security interest, or any other interest in any Collateral, or the failure by Lender to give notice to Guarantor of any foreclosure or other sale of the Collateral by Lender;

(n) the release by Lender of any Collateral or a determination by Lender not to assert a claim against or proceed against the Borrower, any Collateral or any Other Guarantor;

(o) Lender's compromise or settlement with or without release of any other Person liable for any of the Guaranteed Obligations;

(p) Lender's failure to file suit against Borrower (regardless whether Borrower is becoming insolvent, is believed to be about to leave the state, or any other circumstance);

(q) Lender's acceleration of any or all of the Guaranteed Obligations;

(r) the renewal, extension, amendment, or increase in indebtedness of any of the Guaranteed Obligations;

(s) Lender's failure to exercise diligence in the collection of the Guaranteed Obligations; or

(t) to the extent permitted by law, any event or action that would, in the absence of this paragraph, result in the release or discharge of Guarantor from the performance or observance of any obligation, covenant or agreement contained in this Guaranty.

Section 3.3 Waivers by Guarantor.

(a) Guarantor hereby waives with respect to the Guaranteed Obligations and this Guaranty: diligence; presentment; demand of payment; filing of claims with a court in the event of bankruptcy of the Borrower or any other Person liable in respect of the Guaranteed Obligations; any right to require Lender to proceed first against the Borrower or any other Person; protest; notice of dishonor or nonpayment of any such liabilities; notice of the release of any Other Guarantor; notice of the release or sale of any Collateral; and any other notice and all demands whatsoever. Guarantor hereby waives notice from Lender and the holders at any time or from time to time of the Guaranteed Obligations, of the issuance of the instruments evidencing the Guaranteed Obligations, and of acceptance of, or notice and proof of reliance on, the benefits of this Guaranty.

(b) Guarantor hereby agrees that he shall have no right of subrogation, reimbursement or indemnity whatsoever and no right of recourse to or with respect to any assets or property of Borrower until payment in full of the Guaranteed Obligations.

(c) The obligations of Guarantor hereunder shall not be discharged except by full and final payment and discharge of the Guaranteed Obligations.

Section 3.4 Primary Liability of Guarantor. This Guaranty constitutes a guarantee of payment and performance and not of collection. Accordingly, Lender may enforce this Guaranty against Guarantor without first making demand or instituting collection proceedings upon the Guaranteed Obligations. Guarantor's liability for the Guaranteed Obligations is hereby declared to be primary, and not secondary, and each document presently or hereafter executed by Borrower to evidence or secure an obligation to Lender is incorporated herein by reference and shall be fully enforceable against Guarantor. Guarantor shall not be entitled to satisfy this Guaranty by contributing ratably with any Other Guarantor or otherwise paying less than the entire unpaid indebtedness comprising the Guaranteed Obligations.

Section 3.5 Subordination. Guarantor agrees that any presently existing or hereafter arising loan or extension of credit made by Guarantor to Borrower and any other presently existing or hereafter arising obligation of Borrower to Guarantor shall be subordinate to the Guaranteed Obligations as to both payment and collection. Accordingly, Guarantor agrees not to accept any payment whatsoever from Borrower or to allow any payment by Borrower on Guarantor's behalf while any default, event of default, or breach exists with respect to the Guaranteed Obligations. Guarantor agrees that in the event of a bankruptcy or other insolvency proceeding involving Borrower, Guarantor will timely file a claim for the amount of the subordinated debt, in form reasonably acceptable to Lender. Guarantor agrees to pursue said claim with diligence. The proceeds of such claim shall be delivered to Lender to the extent Guarantor owes any Lender amounts under this Guaranty.

Section 3.6 Statute of Limitations. Guarantor acknowledges that the statute of limitations applicable to this Guaranty shall begin to run only upon Lender's accrual of a cause of action against Guarantor hereunder caused by Guarantor's refusal to honor a demand for performance hereunder made by Lender in writing; provided, however, if, subsequent to the demand upon Guarantor, Lender reaches an agreement with Borrower on any terms causing

Lender to forbear in the enforcement of its demand upon Guarantor, the statute of limitation shall be reinstated for its full duration until Lender subsequently again make demands upon Guarantor.

Section 3.7 Recovery of Avoided Payments. If any amount applied by Lender to the Guaranteed Obligations is subsequently challenged by a bankruptcy trustee or debtor-in-possession or other Person as an avoidable transfer on the grounds that the payment constituted a preferential payment or a fraudulent conveyance under state law or the Bankruptcy Code or any successor statute thereto or on any other grounds, Lender may at its option and in its sole discretion, elect whether to contest such challenge. If Lender contests the avoidance action, all costs of the proceeding, including Lender's attorney's fees, will become part of the Guaranteed Obligations, and shall be due and payable by Guarantor on demand. If the contested amount is successfully avoided, the avoided amount will become part of the Guaranteed Obligations hereunder and shall be due and payable by Guarantor on demand. If Lender elects not to contest the avoidance action, Lender may tender the amount subject to the avoidance action to the bankruptcy court, trustee or debtor in possession and the amount so advanced shall become part of the Guaranteed Obligations hereunder, and shall be due and payable by Guarantor on demand. Guarantor's obligation to reimburse Lender for amounts due under this section shall survive the purported cancellation hereof.

Section 3.8 Changes in Financial Condition. Guarantor covenants to give Lender prompt written notice of the creation or discovery of any material contingent liability or the occurrence of any material adverse change in the financial condition of Guarantor.

ARTICLE 4 **SETOFF RIGHTS**

In order to further secure the payment of the Guaranteed Obligations, Guarantor hereby grants Lender a right to set-off against all of Guarantor's presently owned or hereafter acquired monies, securities, deposits, instruments (including certificates of deposit), and other Property presently or hereafter in the possession of Lender. By maintaining any such accounts with Lender or placing Property in Lender's possession, Guarantor acknowledges that Guarantor voluntarily subjects the Property to Lender's rights hereunder.

ARTICLE 5 **EVENTS REQUIRING GUARANTOR TO PERFORM**

Section 5.1 Events. Upon the occurrence of any of the following events, Guarantor immediately and without notice from Lender, shall pay to Lender an amount equal to all Guaranteed Obligations, and Lender shall be entitled to enforce the provisions hereof, and to exercise any other rights, powers, and remedies provided hereunder. Upon the occurrence of any of the following events, Guarantor agrees that if any of the following events occur, Guarantor shall pay to Lender an amount equal to all Guaranteed Obligations, regardless whether any of the Guaranteed Obligations themselves have been accelerated, are past due, or are in default:

(a) Borrower breaches or an event of default occurs under or in connection with any of the Guaranteed Obligations or any of the instruments, documents, agreements or contracts evidencing the Guaranteed Obligations; or

(b) Guarantor fails to perform or observe any agreement, covenant or provision contained in this Guaranty; or

(c) Guarantor fails to make any payment due on any indebtedness owed to any Person or security of Guarantor (as "security" is defined for purposes of federal securities laws as amended) or any event shall occur or any condition shall exist in respect of any indebtedness owed to any Person or security of Guarantor, or under any agreement securing or relating to such indebtedness or security, the effect of which is to cause any holder of such indebtedness or other security or a trustee to cause (whether or not such holder or trustee elects to cause) such indebtedness or security, or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment; or

(d) any warranty, representation or other statement by or on behalf of Guarantor contained in this Guaranty is false or misleading in any material respect; or

(e) any final, non-appealable judgment is rendered against Guarantor which exceeds \$10,000, and which is not satisfied or fully bonded against within thirty (30) days of the rendering thereof; or

(f) Guarantor files a petition seeking relief under any provision of the United States Bankruptcy Code; or

(g) the occurrence of any event that would permit Lender to accelerate all or any part of the Guaranteed Obligations, but acceleration thereof is prevented by law, court order, or otherwise; or

(h) the death or legal incapacity of Guarantor, provided such events shall not be an Event of Default if Borrower provides a replacement guarantor suitable to Lender in its sole and absolute discretion within thirty (30) days after the death of such Guarantor provided Lender shall not be precluded from filing a claim against the estate of such deceased Guarantor.

Section 5.2 Remedies; Waiver, Etc.

(a) No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute or by contract.

(b) No delay or omission to exercise any right or power accruing upon the occurrence of any of the events specified in Section 5.01 hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(c) In the event any provision contained in this Guaranty should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

(d) No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Survival. All warranties, representations, and covenants made by Guarantor herein shall be deemed to have been relied upon by Lender and the holder(s) from time to time of the Guaranteed Obligations and shall survive the delivery to Lender of this Guaranty regardless of any investigation made by Lender or the holder(s) from time to time of the Guaranteed Obligations.

Section 6.2 Successors and Assigns. This Guaranty shall inure to the benefit of and be binding upon the heirs, successors and assigns of each of the parties hereto, except that Guarantor shall not assign any rights or delegate any obligation hereunder without the prior written consent of Lender. Any attempted assignment or delegation without the required prior consent shall be void. The provisions of this Guaranty are intended to be for the benefit of Lender and any other holder or holders of the Guaranteed Obligations. Guarantor acknowledges that the Guaranteed Obligations and this Guaranty may be assigned or sold by Lender to one or more third parties without the consent of Guarantor.

Section 6.3 No Partners; No Third Party Beneficiaries. Nothing contained herein or in any related document shall be deemed to render either Lender a partner of Borrower or Guarantor for any purpose. This Guaranty and any documents securing the Guaranteed Obligations have been executed for the sole benefit of Lender as an inducement to cause Lender to extend credit to Borrower, and neither Guarantor nor any other third party is authorized to rely upon Lender's rights hereunder or to rely upon an assumption that Lender has or will exercise its rights under any document.

Section 6.4 Notices. All communications under or in connection with this Guaranty shall be in writing and shall be mailed by first class certified mail, postage prepaid, or otherwise sent by facsimile or other similar form of rapid transmission confirmed by mailing (in the manner stated above) a written confirmation at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent, or delivered as follows:

To Guarantor:
AUTO MASTERS, LLC
ATTN: Mahan Mark Janbakhsh
4601 Nolensville Pike
Nashville, TN 37211-5205
Fax (615) 331-8895

To Lender:
CapStar Bank
201 4th Avenue North, Suite 950
Nashville, Tennessee 37219
Attn: Christopher McCall, SVP
Fax: (615) 732-7381

With a copy to:
Stites & Harbison, PLLC
604 West Main Street
Franklin, TN 37064
Attn: Julian L. Bibb, Esq.
Fax: (615) 599-6012

Any written communication mailed shall also be faxed to the fax number shown above and shall be deemed delivered upon the earlier of: (a) receipt of a confirmation that the fax was received, or (b) three days after being deposited in the U.S. Mail, first-class postage prepaid, to the address shown above.

Section 6.5 Partial Invalidity. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Guaranty shall not affect the validity or enforceability of the remaining portions of this Guaranty or any part thereof.

Section 6.6 Indulgence Not Waiver. Lender's indulgence in the existence of a default hereunder or any other departure in from the terms of this Guaranty shall not prejudice Lender's rights to make demand and recover from Guarantor.

Section 6.7 Amendment and Waiver in Writing. No provision of this Guaranty can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.

Section 6.8 Entire Agreement; No Oral Representations Limiting Enforcement. This Guaranty represents the entire agreement between the parties concerning the liability of Guarantor for the Guaranteed Obligations, and any previously made oral statements regarding Guarantor's liability for the Guaranteed Obligations are merged herein. Without limiting the foregoing, Guarantor acknowledges that Lender has made no oral statements to Guarantor that could be construed as a waiver of Lender's right to enforce this Guaranty by all available legal means.

Section 6.9 Costs of Collection Against Guarantor. Guarantor agrees to pay on demand all reasonable costs of collection, including, without limitation, court costs, attorney's fees and compensation for time spent by Lender's employees, that Lender may incur in enforcing the terms of this Guaranty or that may be incurred in any legal proceeding brought to construe, enforce, or apply this Guaranty.

Section 6.10 Cumulative Remedies. The remedies provided Lender in this Guaranty are not exclusive of any other remedies that may be available to Lender under any other document or at law or equity.

Section 6.11 Applicable Law. The validity, construction and enforcement of this Guaranty and all other documents executed with respect to the Guaranteed Obligations shall be determined according to the laws of Tennessee.

Section 6.12 Gender and Number. Words used herein indicating gender or number shall be read as context may require.

Section 6.13 Captions Not Controlling. Captions and headings have been included in this Guaranty for the convenience of the parties, and shall not be construed as affecting the content of the respective paragraphs.

Section 6.14 Cancellation by Lender. Lender may evidence its cancellation of this Guaranty and the release of Guarantor from liability hereunder by delivering to Guarantor an instrument of release, or by delivering the original of this Guaranty to Guarantor with a notation on its face signed and dated by an authorized officer of Lender stating "Cancelled in Full As To All Guaranteed Obligations." However, the purported cancellation hereof and release of Guarantor shall not impair Guarantor's continuing liability for (i) any amount of principal, interest, or expenses that was mistakenly omitted by Lender in calculating the final payment due under the Guaranteed Obligations, if the release of Guarantor was based upon Lender's belief that it had been paid in full; (ii) liability for avoided payments and expenses related thereto set forth in Section 3.7 hereto; and (iii) any surviving liability of Borrower to reimburse Lender or to indemnify Lender for any amounts whatsoever. Lender shall not be obligated to release any collateral securing this Guaranty until after all applicable time periods have expired regarding bankruptcy preference or other avoidance actions that may be applicable to the circumstances of payment of any or all of the Guaranteed Obligations.

Section 6.15 No Marshaling of Assets. Lender may proceed against any Collateral and against parties liable therefor in such order as it may elect, and Guarantor shall not be entitled to require Lender to marshal assets. The benefit of any rule of law or equity the contrary is hereby expressly waived.

Section 6.16 Bankruptcy, Etc. Without limitation, Guarantor's obligations hereunder shall not be affected by: (a) the filing of a petition in bankruptcy by or against Borrower under 11 U.S.C. § 101, et seq., or the appointment of a trustee, receiver, custodian, conservator, or other similar appointment over Borrower or any of Borrower's assets, whether under 11 U.S.C. § 101, et seq. or other statutory, administrative, or other laws, rules, or regulations; (b) any order, ruling, or action taken (by Lender, Borrower, or others) in any bankruptcy case initiated by or against Borrower or in any receivership, conservatorship, or other similar estate. Lender may in its discretion modify any of the terms of the Guaranteed Obligations with any successor or assignee of the Borrower or its Property including a debtor in possession or trustee in bankruptcy, receiver, custodian, conservator, or similar Person, without affecting Guarantor's obligations hereunder. Any such debtor-in-possession, trustee, receiver, custodian, conservator, or other similarly appointed Person shall be deemed to be authorized to act on behalf of Borrower, and

Guarantor authorizes Lender to deal with any such Person as if that Person were the Borrower for purposes of this Guaranty.

Section 6.17 Jury Trial Waiver. GUARANTOR AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY KNOWINGLY, WILLINGLY AND IRREVOCABLY WAIVES ITS AND THEIR RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING THIS GUARANTY OR ANY RELATIONSHIP BETWEEN LENDER AND GUARANTOR. GUARANTOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH HIS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED HIS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SECTION MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 6.18 Consent to Jurisdiction and Venue. GUARANTOR HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE AND OF ALL TENNESSEE STATE COURTS SITTING IN DAVIDSON COUNTY, TENNESSEE, FOR THE PURPOSE OF ANY LITIGATION TO WHICH LENDER MAY BE A PARTY AND WHICH CONCERNS THIS GUARANTY OR THE GUARANTEED OBLIGATIONS. IT IS FURTHER AGREED THAT VENUE FOR ANY SUCH ACTION SHALL LIE EXCLUSIVELY WITH COURTS SITTING IN DAVIDSON COUNTY, TENNESSEE, UNLESS LENDER AGREES TO THE CONTRARY IN WRITING.

Section 6.19 Waiver of Certain Damages. IN ANY ACTION TO ENFORCE GUARANTY, GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN ACTUAL DIRECT DAMAGES.

Section 6.20 Guarantor's Independent Decision. Guarantor delivers this Guaranty based solely on his own independent investigation and determination, and Guarantor has not relied on any statement or representation of Lender or its agents with respect to any matter whatsoever. Guarantor is in a position to and hereby assumes full responsibility for obtaining any additional information concerning the Guaranteed Obligations and the Borrower.

Section 6.21 Financial Statements. On or before February 28 of each year, Guarantor shall provide to Lender his personal annual financial statements for the prior calendar year, and Guarantor shall furnish to Lender his annual local, state and federal tax returns for the immediately preceding tax year within fifteen (15) days following the filing of such tax return with the applicable governmental entity, all certified as true and correct by Guarantor and prepared using GAAP.

ENTERED INTO the date first set forth above.

GUARANTOR:

AUTO MASTERS, LLC
a Tennessee limited liability company

By: *[Signature]* [SEAL]
MAHAN MARK JANBAKSHH, Managing Member

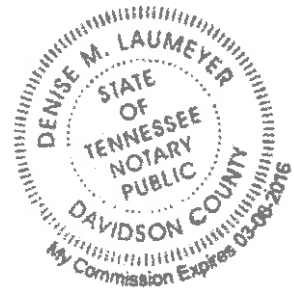
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, DENISE M LAUMEYER, a Notary Public of said County and State, MAHAN MARK JANBAKSHH, Managing Member of AUTO MASTERS, LLC, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 4 day of November, 2015.

Denise M. Laumeyer
Notary Public

My Commission Expires: 3/8/2016



MIDDLE DISTRICT OF TENNESSEE Claims Register

[3:17-bk-07036 Auto Masters, LLC](#)

Judge: Charles M Walker **Chapter:** 11
Office: Nashville **Last Date to file claims:** 02/15/2018
Trustee: **Last Date to file (Govt):**

| | | |
|----------------------------|-------------------------|-----------------------------|
| <i>Creditor:</i> (6559938) | Claim No: 18 | <i>Status:</i> |
| CapStar Bank | <i>Original Filed</i> | <i>Filed by:</i> CR |
| c/o Ronald G Steen Jr | <i>Date:</i> 02/02/2018 | <i>Entered by:</i> RONALD G |
| 6100 Tower Cir, STE 200 | <i>Original Entered</i> | STEEN, JR |
| Franklin, TN 37067 | <i>Date:</i> 02/02/2018 | <i>Modified:</i> |

Amount claimed: \$2117570.28

History:

[Details](#) [18-1](#) 02/02/2018 Claim #18 filed by CapStar Bank, Amount claimed: \$2117570.28 (STEEN, RONALD)

Description:

Remarks:

Claims Register Summary

Case Name: Auto Masters, LLC
Case Number: 3:17-bk-07036
Chapter: 11
Date Filed: 10/17/2017
Total Number Of Claims: 1

| | |
|------------------------------|--------------|
| Total Amount Claimed* | \$2117570.28 |
| Total Amount Allowed* | |

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

| | Claimed | Allowed |
|-----------------------|---------|---------|
| Secured | | |
| Priority | | |
| Administrative | | |