

Fill in this information to identify the case:

Debtor 1 America's United Financial, LLC
Debtor 2 (Spouse, if filing) _____
United States Bankruptcy Court for the: Middle District of Tennessee
Case number 3:17-bk-07041

Official Form 410
Proof of Claim

12/15

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? Automotive Finance Corporation
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?
Automotive Finance Corporation
Name
13085 Hamilton Crossing Blvd., Ste. 300
Number Street
Carmel IN 46032
City State ZIP Code
Contact phone 317-249-4328
Contact email _____
Where should payments to the creditor be sent? (if different)
Name _____
Number Street _____
City State ZIP Code _____
Contact phone _____
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: 5 9 6 9

7. How much is the claim? \$ 3,731,870.71. 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.
Guaranty

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 all that apply:

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

Up to \$2,775* 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 \$12,475*) 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 4/01/16 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 02/14/2018

MM / DD / YYYY

David Burbank
Signature

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

Name David Burbank
First name Middle name Last name

Title Legal Administrative Assistant

Company Automotive Finance Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 13085 Hamilton Crossing Blvd., Ste. 300
Number Street

Carmel IN 46032
City State ZIP Code

Contact phone 317-249-4328 Email bankruptcy@autofinance.com

ADDENDUM TO PROOF OF CLAIM OF AUTOMOTIVE FINANCE CORPORATION
FILED IN RE: AMERICA'S UNITED FINANCIAL, LLC,
CASE NO. 3:17-bk-07041

This Addendum is a part of and is incorporated into the Proof of Claim ("Claim") filed on behalf of Automotive Finance Corporation ("AFC") in the above referenced case. The following debtors' bankruptcy cases are being jointly administered: Auto Masters, LLC (Case No. 3:17-bk-07036); AMC Finance, LLC (Case No. 3:17-bk-07038); America's United Financial, LLC (Case No. 3:17-bk-07041); Capital Partners, LLC (Case No. 3:17-bk-07042); Auto Masters of Clarksville, LLC (Case No. 3:17-bk-07045); Direct Auto Finance, LLC (Case No. 3:17-bk-07046); Auto Masters of Franklin, LLC (Case No. 3:17-bk-07047); Auto Masters of Hermitage, LLC (Case No. 3:17-bk-07048); Auto Masters of Madison, LLC (Case No. 3:17-bk-07049); Auto Masters of Nashville, LLC (Case No. 3:17-bk-07050); One Source Financial, LLC (Case No. 3:17-bk-07051); Auto Master Sales & Services, Inc. (Case No. 3:17-bk-07052); Southeast Financial, LLC (Case No. 3:17-bk-07053); Auto Masters of Smyrna, LLC (Case No. 3:17-bk-07054); and Auto Masters of West Nashville, LLC (Case No. 3:17-bk-07055) (collectively, the "Debtors").

CLAIM AMOUNT

As of October 17, 2017, Debtors owed AFC a total of \$3,731,870.71. AFC's claim is secured by a blanket lien on all of the debtor's assets. During the pendency of the Debtors' cases, Debtors have made payments to AFC pursuant to orders entered by the Court. Thus, the amount of AFC's claim has diminished. The debtor may be liable to AFC under multiple agreements. AFC is including certain documents supporting its claim, including a partial payoff report, and will provide additional documentation of its claim, including a current payoff report upon request by a party in interest entitled to such documentation.

RESERVATION OF RIGHTS

AFC reserves the right to amend and supplement this Claim and/or to file additional proofs of claim for additional claims if AFC should deem it necessary and appropriate for any reason, including without limitation to provide an updated statement of amount due or for any other purpose for which a proof of claim filed in this Case may be amended. AFC expressly reserves all rights and claims of AFC against the Debtor and, as applicable, against any insider, subsidiary or affiliate thereof, all guarantors of the Debtor's obligation and their respective creditors including, without limitation, the right to assert all defenses and counterclaims available to it under the agreements with the Debtor and applicable law and to assert rights of reimbursement, indemnification and setoff under 11 U.S.C. § 553, as applicable.

SUPPORTING DOCUMENTATION ATTACHED HERETO

AFC attaches the following documents in support of this Proof of Claim:

1. Dealer Payoff Report and
2. Unconditional and Continuing Guaranty.



U.S. RECEIVABLES LEGEND:

THE RECEIVABLES DESCRIBED HEREIN HAVE BEEN SOLD TO AFC FUNDING CORPORATION PURSUANT TO AN AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT, DATED AS OF MAY 31, 2002 BETWEEN AUTOMOTIVE FINANCE CORPORATION AND AFC FUNDING CORPORATION, AS AMENDED; AND AN INTEREST IN THE RECEIVABLES DESCRIBED HEREIN HAS BEEN GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO A SEVENTH AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT, DATED AS OF DECEMBER 20, 2016 AMONG AFC FUNDING CORPORATION, AS SELLER, AUTOMOTIVE FINANCE CORPORATION, AS SERVICER, FAIRWAY FINANCE COMPANY, LLC AND SUCH OTHER ENTITIES FROM TIME TO TIME AS MAY BECOME PURCHASERS THEREUNDER, BANK OF MONTREAL, AS AGENT, BMO CAPITAL MARKETS CORP. AS PURCHASER AGENT FOR FAIRWAY FINANCE COMPANY, LLC, AND THE PURCHASER AGENTS FOR SUCH OTHER PURCHASERS THEREUNDER, AS AMENDED.

CANADIAN RECEIVABLES LEGEND:

AN INTEREST IN THE RECEIVABLES DESCRIBED HEREIN HAS BEEN SOLD BY AUTOMOTIVE FINANCE CANADA INC. TO PRECISION TRUST PURSUANT TO A FOURTH AMENDED AND RESTATED RECEIVABLES PURCHASE AGREEMENT, DATED AS OF DECEMBER 20, 2016, AS AMENDED.

Dealer Payoff Report

Requested By: Garwood, Sarah Date: 17-OCT-17
Pool: US POOL Time: 04:10:14pm
AFC Branch: Nashville Page: 1
Dealer #: 5969
Calculated Through: 17-OCT-2017
Sort Order: DATE Include Forgiven:N Show Recovery Detail: Y
Dealer Name: Auto Master Sales & Service, Inc. And Auto Masters, Llc And Auto Masters Of Nash
Dealer Address: 3101 Nolensville Rd, Nashville Tn 37211
Phone: Fax: Mobile: Email: Restricted: Y Potential Loss: N
Credit Limit: \$3,500,000.00 Terms: 60 DAYS

Contract Charges

Table with columns: Charge Date, Description, Due Date, Last Paid, Charge Amount, Balance. Summary: Contract Charges Due: \$0.00

Vehicle Charges

Table with columns: Stock Num, VIN, Yr Model, Title Status, Floored Date, Floored Amount, Principal Due, Interest Due, Fees Due, Other Fees Due, Status, Write Off Date, Amount, Payoff Amount. Includes recovery information.

Dealer Payoff Report

Requested By: Garwood, Sarah
 Pool: US POOL
 AFC Branch: Nashville
 Dealer #: 5969
 Calculated Through: 17-OCT-2017
 Sort Order : DATE
 Dealer Name: Auto Master Sales & Service, Inc. And Auto Masters, Llc And Auto Masters Of Nash
 Dealer Address: 3101 Nolensville Rd, Nashville Tn 37211
 Phone: 615-566-9900 Fax: Mobile:
 Credit Limit : \$3,500,000.00

Date: 17-OCT-17
 Time: 04:10:14pm
 Page: 2

Include Forgiven:N Show Recovery Detail: Y

Email: Restricted: Y Potential Loss: N
 Terms : 60 DAYS

Vehicle Charges

Stock Num	VIN	Yr Model	Title Status	Floored Date	Floored Amount	Principal Due	Interest Due	Fees Due	Other Fees Due	Status	Write Off Date	-----Recovery-----		Payoff Amount
												Date	Amount	
5309	KMHGC46F59U047406	09 Genesis	Received	09-AUG-17	\$4,000.00	\$3,800.00	\$3.96	\$18.00	\$0.00	A				\$3,821.96
5311	5TBET34136S537297	06 Tundra	Received	09-AUG-17	\$6,000.00	\$5,700.00	\$5.94	\$18.00	\$0.00	A				\$5,723.94
5317	4T1BF1FKXEU367747	14 Camry	Received	09-AUG-17	\$7,000.00	\$6,650.00	\$6.93	\$18.00	\$0.00	A				\$6,674.93
5318	1FADP3K21EL272193	14 Focus	Received	09-AUG-17	\$6,000.00	\$5,700.00	\$5.94	\$18.00	\$0.00	A				\$5,723.94
5319	1N4AL3AP6EN390031	14 Altima	Received	09-AUG-17	\$9,620.00	\$9,139.00	\$9.52	\$18.00	\$0.00	A				\$9,166.52
5322	1N4AL3AP0FC165276	15 Altima	Received	09-AUG-17	\$10,825.00	\$10,283.75	\$10.71	\$18.00	\$0.00	A				\$10,312.46
5323	2G1WC5E38D1130161	13 Impala	Received	09-AUG-17	\$8,580.00	\$8,151.00	\$8.49	\$18.00	\$0.00	A				\$8,177.49
5325	5NPEC4AC3DH588465	13 Sonata	Received	09-AUG-17	\$9,390.00	\$8,920.50	\$9.29	\$18.00	\$0.00	A				\$8,947.79
5327	JN8AZ1MU6EW401705	14 Murano	Received	09-AUG-17	\$10,795.00	\$10,255.25	\$10.69	\$18.00	\$0.00	A				\$10,283.94
5321	JN8AZ08WX6W502320	06 Murano	Received	10-AUG-17	\$2,000.00	\$1,900.00	\$1.98	\$18.00	\$0.00	A				\$1,919.98
5329	1FMJU1H50DEF11324	13 Expedition	Received	16-AUG-17	\$19,380.00	\$19,380.00	\$209.71	\$23.45	\$0.00	A				\$19,613.16
5331	3GCPKSE72DG217481	13 Silverado 1500	Received	16-AUG-17	\$19,405.00	\$19,405.00	\$209.98	\$23.45	\$0.00	A				\$19,638.43
5333	2GCEK23M291141812	09 Silverado 1500	Received	16-AUG-17	\$18,670.00	\$18,670.00	\$202.03	\$23.45	\$0.00	A				\$18,895.48
5335	2GCEK13MX81196775	08 Silverado 1500	Received	16-AUG-17	\$17,760.00	\$17,760.00	\$192.18	\$23.45	\$0.00	A				\$17,975.63
5336	3GCEK23MX9G164777	09 Silverado 1500	Received	16-AUG-17	\$19,580.00	\$19,580.00	\$211.88	\$23.45	\$0.00	A				\$19,815.33
5337	3GCEK23319G285477	09 Silverado 1500	Received	16-AUG-17	\$18,110.00	\$18,110.00	\$195.97	\$23.45	\$0.00	A				\$18,329.42
5338	1N6AD0ER9CC449435	12 Frontier	Received	06-SEP-17	\$16,310.00	\$16,310.00	\$116.50	\$23.45	\$0.00	A				\$16,449.95
5340	1FTFW1CT6DFA79309	13 F150	Received	20-SEP-17	\$17,720.00	\$17,720.00	\$83.25	\$23.45	\$0.00	A				\$17,826.70
5341	2C4RC1BG0ER158933	14 Town & country	Received	26-SEP-17	\$12,535.00	\$12,535.00	\$45.78	\$23.45	\$0.00	A				\$12,604.23
5342	3GCPCE05DG100218	13 Silverado 1500	Received	27-SEP-17	\$18,020.00	\$18,020.00	\$62.67	\$23.45	\$0.00	A				\$18,106.12
5344	3GCPCE02BG339089	11 Silverado 1500	Received	27-SEP-17	\$17,290.00	\$17,290.00	\$60.13	\$23.45	\$0.00	A				\$17,373.58
5345	1D7RB1CT1AS115750	10 Ram 1500	Title Absent	27-SEP-17	\$15,370.00	\$15,370.00	\$53.46	\$23.45	\$0.00	A				\$15,446.91
5346	2C3CDXBG9DH655610	13 Charger	Received	27-SEP-17	\$12,335.00	\$12,335.00	\$42.90	\$23.45	\$0.00	A				\$12,401.35
5347	2C3CDYAG8DH531237	13 Challenger	Received	27-SEP-17	\$12,935.00	\$12,935.00	\$44.99	\$23.45	\$0.00	A				\$13,003.44
5343	2G1FB1ED3B9108538	11 Camaro	Received	28-SEP-17	\$13,035.00	\$13,035.00	\$43.06	\$23.45	\$0.00	A				\$13,101.51
5348	1N6AD0EV1DN716716	13 Frontier	Received	03-OCT-17	\$16,470.00	\$16,470.00	\$40.08	\$23.45	\$0.00	A				\$16,533.53
5349	2C3CDXHG4EH353649	14 Charger	Received	04-OCT-17	\$12,100.00	\$12,100.00	\$27.34	\$16.41	\$0.00	A				\$12,143.75
5350	2C3CDYAG5EH209883	14 Challenger	Received	04-OCT-17	\$14,710.00	\$14,710.00	\$33.23	\$16.41	\$0.00	A				\$14,759.64
5351	3GCEK23M39G168024	09 Silverado 1500	In Transit	04-OCT-17	\$18,020.00	\$18,020.00	\$40.71	\$16.41	\$0.00	A				\$18,077.12
5352	1FM5K7D88DGB91443	13 Explorer	Received	04-OCT-17	\$12,480.00	\$12,480.00	\$28.20	\$16.41	\$0.00	A				\$12,524.61
5353	1FTFW1CT6DKG39028	13 F150	Received	04-OCT-17	\$17,700.00	\$17,700.00	\$39.99	\$23.45	\$0.00	A				\$17,763.44
5354	1N4AL3AP0HC146407	17 Altima	Received	11-OCT-17	\$20,495.00	\$20,495.00	\$21.36	\$23.45	\$0.00	A				\$20,539.81
Totals:					\$788,565.00	\$744,129.06	\$2,789.44	\$1,135.74	\$0.00				\$0.00	\$748,054.24

 Total Payoff: \$748,054.24

UNCONDITIONAL AND CONTINUING GUARANTY

TO: AUTOMOTIVE FINANCE CORPORATION

DATE: November 1, 2010

FOR VALUE RECEIVED, and in consideration of credit and services given or to be given to AUTO MASTER SALES & SERVICE, INC. AND AUTO MASTERS, LLC AND AUTO MASTERS OF NASHVILLE, LLC AND AUTO MASTERS OF SMYRNA, LLC DBA: AUTO MASTERS OF SMYRNA AND AUTO MASTERS OF FRANKLIN, LLC AND CAMERON MOTORS, LLC AND MAHAN MARK JANBAKHSH DBA: AUTO MASTERS (hereinafter referred to jointly and severally as the "Debtor") by Automotive Finance Corporation ("LENDER"), the undersigned hereby jointly and severally guaranty the full and prompt payment, when due, whether by acceleration or otherwise, together with interest and all costs, expenses and attorneys' fees, of any and all obligations of the Debtor to LENDER including such indebtedness as may be encompassed by the term "Obligations" as defined in the Demand Promissory Note and Security Agreement executed by and between LENDER and Debtor, as amended, supplemented or modified from time to time, whether or not such amounts exceed any advance limit applicable to Debtor or communicated to the undersigned (hereinafter collectively referred to as the "Liabilities"). This is an irrevocable, unconditional and continuing guaranty; it shall cover and secure any amount at any time owing on the Liabilities.

The undersigned each hereby waive any and all presentment, demand, protest and notice of dishonor, non-payment or other default with respect to any of the Liabilities. The undersigned each hereby grant to LENDER full power to deal in any manner with the Liabilities without notice to the undersigned, including, but without limiting the generality of the foregoing, the following powers: (a) to modify or otherwise change any terms of all or any part of the Liabilities or the rate of interest thereon, to grant any extension or renewal thereof, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto; and (b) to enter into any agreement of forbearance with respect to all or any part of the Liabilities or with respect to all or any part of the collateral related thereto and to change the terms of any such agreement. The obligations of the undersigned hereunder shall not be released, discharged or in any way affected, nor shall the undersigned have any rights or recourse against LENDER by reason of any action LENDER may take or omit to take under the foregoing powers.

If a claim is made upon LENDER at any time for repayment or recovery of any amount(s) or other value received by LENDER, from any source, in payment of or on account of any of the Liabilities of the Debtor guaranteed hereunder and LENDER repays or otherwise becomes liable for all or any part of such claim by reason of: (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or (b) any settlement or compromise of any such claim, the undersigned shall remain jointly and severally liable to LENDER hereunder for the amount so repaid or for which LENDER is otherwise liable to the same extent as if such amount(s) had never been received by LENDER, notwithstanding any termination hereof or the cancellation of any note, instrument, or other agreement evidencing any of the Liabilities.

In case the Debtor shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, according to the terms thereof, the undersigned will immediately pay the amount due and unpaid by the Debtor in like manner as if such amount constituted the direct and primary obligation of the undersigned. LENDER shall not be required, prior to any such payment by or demand on the undersigned, to make any demand upon or pursue or exhaust any of its rights or remedies against the Debtor or others with respect to the payment of any of the Liabilities.

Notwithstanding anything to the contrary in this guaranty, the undersigned each hereby irrevocably waive(s) all rights he/she may have at law or in equity (including, without limitation, any law subrogating the undersigned to the rights of LENDER) to seek contribution, indemnification, or any other form of reimbursement from the Debtor, any other guarantor, or any other person hereafter primarily or secondarily liable for any obligations of the Debtor to LENDER, for any disbursement made by the undersigned under or in connection with this guaranty or otherwise. The undersigned furthermore waive: (a) all defenses based on suretyship, notice, or impairment of collateral; and (b) any defenses which the Debtor may assert on the Liabilities including but not limited to failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury.

This guaranty is in addition to and not in substitution for any other guaranty or other securities which LENDER may now or hereafter hold for all or any part of the Liabilities, and LENDER shall not be under any other obligation to marshal in favor of the undersigned any other guaranties or other securities or any monies or other assets which LENDER may be entitled to receive or may have a claim upon. No loss of or in respect of or unenforceability of any other guaranties or other securities which LENDER may now or hereafter hold in respect of any of the Liabilities, whether resulting from the fault of LENDER or otherwise, shall in any way limit or lessen the undersigned's liability under this guaranty.

The undersigned understand and agree that no loans made by the undersigned to the Debtor are permitted to be repaid by the Debtor while this guaranty or any indebtedness to LENDER is outstanding. All debts and liabilities, present and future, of Debtor to the undersigned are hereby assigned to LENDER and postponed to the Liabilities, and all monies received by the undersigned in respect thereof shall be received in trust for LENDER and forthwith upon receipt shall be paid over to LENDER, unless prior written authorization to the contrary has been obtained from LENDER, without in any way lessening or limiting the liability of the undersigned under this guaranty. This assignment and postponement is independent of the guaranty and shall remain in full force and effect until repayment in full to LENDER of all the Liabilities, notwithstanding that the liability of the undersigned under this guaranty may have been discharged or terminated.

This guaranty shall not be discharged or otherwise affected by the death or loss of capacity of the Debtor, by any change in the name of the Debtor, or (if a partnership, limited liability company or other membership organization) by any change in the membership of the Debtor or (if a corporation) by any change in the officers, capital structure, by-laws or articles of the Debtor, by the sale of the Debtor's business or any part thereof, by the Debtor being reorganized or being amalgamated with one or more other corporations or other entities, by the Debtor becoming bankrupt or insolvent or by any other matter or thing whatsoever but shall continue to apply to all Liabilities whether incurred before or after any such event. In the case of a change in the membership of the Debtor or in the case of the Debtor being reorganized or being amalgamated with one or more other entities, this guaranty shall apply to the liabilities of the resulting entity, and the term "Debtor" includes each such resulting entity. This guaranty shall not be discharged or otherwise affected by the death of the undersigned.

The undersigned hereby warrants to LENDER that the undersigned has by independent means made himself/herself fully aware of Debtor's financial condition. The undersigned agrees to pay all costs, expenses, and attorneys' fees incurred by LENDER in the enforcement of this guaranty.

EXHIBIT C

Page 1 of 2

COSMOS Rev. 12/18/08

THIS RECEIVABLE HAS BEEN SOLD TO AFC FUNDING CORPORATION AND AN INTEREST THEREIN HAS BEEN GRANTED TO BMO CAPITAL MARKETS CORP. AS AGENT.

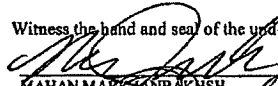

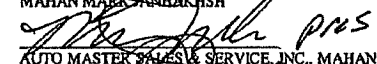

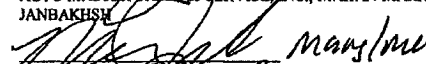
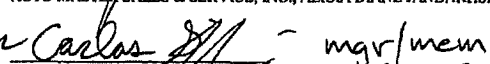
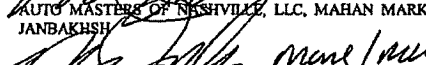


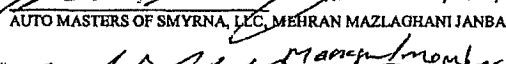

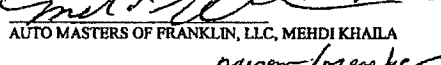
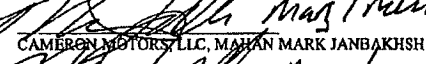
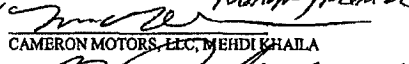


Whenever possible each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

THIS GUARANTY SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF INDIANA, AS AMENDED FROM TIME TO TIME, WITHOUT RESORT TO PRINCIPLES OF CONFLICTS OF LAWS. BY EXECUTION OF THIS GUARANTY, THE UNDERSIGNED SUBMITS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF INDIANA AND TO VENUE IN THE CIRCUIT AND SUPERIOR COURTS OF MARION COUNTY, INDIANA. ANY ACTION INITIATED BY THE UNDERSIGNED AGAINST LENDER RELATING TO THIS GUARANTY SHALL BE FILED AND CONDUCTED SOLELY IN SAID COURTS. LENDER MAY BRING ANY SUIT RELATING TO THIS GUARANTY IN ANY COURT OF COMPETENT JURISDICTION, AND THE UNDERSIGNED HEREBY CONSENTS TO LENDER'S CHOICE OF FORUM. THE UNDERSIGNED FURTHER WAIVES ANY RIGHT WHICH IT MAY HAVE TO REMOVE SUCH LITIGATION OR MATTER TO A FEDERAL COURT OR TO REQUIRE THAT ANY SUCH LITIGATION OR MATTER TAKE PLACE IN A FEDERAL COURT.

THE UNDERSIGNED AND LENDER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. THEREFORE, EACH PARTY, AFTER CONSULTING, OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS GUARANTY AND THE TRANSACTIONS CONTEMPLATED HEREBY.

All rights, powers, privileges and immunities of LENDER hereunder shall inure to the benefit of the successors and assigns of LENDER, and shall be binding upon each of the undersigned, his/her personal representatives, heirs and assigns.

Witness the hand and seal of the undersigned the day and year first above written.

 MAHAN MARK JANBAKSH	 ALICIA DIANE JANBAKSH
 AUTO MASTER SALES & SERVICE, INC., MAHAN MARK JANBAKSH	 AUTO MASTER SALES & SERVICE, INC., ALICIA DIANE JANBAKSH
 AUTO MASTERS OF NASHVILLE, LLC, MAHAN MARK JANBAKSH	 AUTO MASTERS OF NASHVILLE, LLC, CARLOS ALBERTO GRIFFIN
 AUTO MASTERS OF SMYRNA, LLC, MAHAN MARK JANBAKSH	 AUTO MASTERS OF SMYRNA, LLC, MEHRAN MAZLAGHANI JANBAKSH
 AUTO MASTERS OF FRANKLIN, LLC, MAHAN MARK JANBAKSH	 AUTO MASTERS OF FRANKLIN, LLC, MEHDI KHALA
 CAMERON MOTORS, LLC, MAHAN MARK JANBAKSH	 CAMERON MOTORS, LLC, MEHDI KHALA
 AUTO MASTERS, LLC, MAHAN MARK JANBAKSH	 AUTO MASTERS, MAHAN MARK JANBAKSH
 J M M, LLC	 AMERICA'S UNITED FINANCIAL, LLC

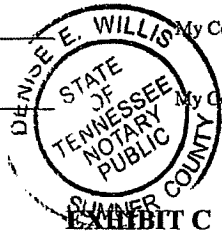
STATE OF W

COUNTY OF Sumner

Before me the undersigned, a Notary Public in and for the said County and State, personally appeared the above-referred individual(s) who acknowledged the execution of the foregoing Unconditional and Continuing Guaranty this 15 of December, 2010.

Denise E. Willis
(Notary Public Signature) My Commission Expires: 1-28-2014

Denise E. Willis
(Printed Name) My County of Residence: Sumner



Page 2 of 2

COSMOS Rev. 12/18/08
THIS RECEIVABLE HAS BEEN SOLD TO AFC FUNDING CORPORATION AND AN INTEREST THEREIN HAS BEEN GRANTED TO BMO CAPITAL MARKETS CORP. AS AGENT.

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:17-bk-07041 America's United Financial, LLC](#)

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

<i>Creditor:</i> (6568071)	Claim No: 6	<i>Status:</i>
Automotive Finance Corporation	<i>Original Filed</i>	<i>Filed by:</i> CR
13085 Hamilton Crossing Blvd.	<i>Date:</i> 02/14/2018	<i>Entered by:</i> DAVID BURBANK
Ste. 300	<i>Original Entered</i>	<i>Modified:</i>
Carmel, IN 46032	<i>Date:</i> 02/14/2018	

Amount claimed: \$3731870.71

History:

[Details](#) [6-1](#) 02/14/2018 Claim #6 filed by Automotive Finance Corporation, Amount claimed: \$3731870.71 (BURBANK, DAVID)

Description: (6-1) Guaranty

Remarks:

Claims Register Summary

Case Name: America's United Financial, LLC
Case Number: 3:17-bk-07041
Chapter: 11
Date Filed: 10/17/2017
Total Number Of Claims: 1

Total Amount Claimed*	\$3731870.71
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		