

Fill in this information to identify the case:

Debtor 1 Auto Masters of Smyrna, LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:17-bk-07054

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: 1 9 2 4

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.
Money Loaned

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: All assets and personal property
Basis for perfection: UCC
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: \$ unknown
Amount of the claim that is secured: \$ 3,731,870.71
Amount of the claim that is unsecured: \$ 0.00 (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) 6.25 %
☐ 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:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ 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.

\$ _____

* 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

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: AUTO MASTERS OF SMYRNA, LLC,
CASE NO. 3:17-bk-07054

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;
2. Demand Promissory Note and Security Agreement; and
3. UCC Financing Statements.

U.S. RECEIVABLES LEGEND:

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.

Requested By: Garwood, Sarah

Pool: US POOL

AFC Branch: Nashville

Dealer #: 1924

Calculated Through: 17-OCT-2017

Sort Order : DATE

Dealer Name: Auto Masters Of Smyrna, Llc Db: Auto Masters Of Smyrna And Auto Masters Of Mad

Dealer Address: 56 Lowry, Smyrna Tn 37167

Phone: [REDACTED] Fax: [REDACTED]

Credit Limit : \$2,650,000.00

Include Forgiven:N

Show Recovery Detail: Y

Date: 17-OCT-17

Time: 04:10:06pm

Page: 1

Terms : 60 DAYS

Restricted: Y

Potential Loss: N

Contract Charges

Charge Date	Description	Due Date	Last Paid	Charge Amount	Balance
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
				Contract Charges Due:	<u>\$0.00</u>

Vehicle Charges

[illegible]

Dealer Payoff Report

Requested By: Garwood, Sarah
 Pool: US POOL
 AFC Branch: Nashville
 Dealer #: 1924
 Calculated Through: 17-OCT-2017
 Sort Order: DATE
 Dealer Name: Auto Masters Of Smyrna, Llc Db: Auto Masters Of Smyrna And Auto Masters Of Mad
 Dealer Address: 56 Lowry, Smyrna Tn 37167
 Phone: [REDACTED] Fax: [REDACTED]
 Credit Limit: \$2,650,000.00

Date: 17-OCT-17
 Time: 04:10:06pm
 Page: 2

Include Forgiven: N

Show Recovery Detail: Y

Mobile: [REDACTED]

Email: [REDACTED]

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 Date	Amount	Payoff Amount
3302	3FADP4BJ8FM157247	15 Fiesta	Received	07-JUN-17	\$8,345.00	\$7,154.79	\$14.92	\$18.00	\$0.00	A				
3305	5NPEC4AC2CH487495	12 Sonata	Received	14-JUN-17	\$7,645.00	\$6,554.63	\$5.69	\$18.00	\$0.00	A				\$7,187.71
3314	1FAHP3E23CL402355	12 Focus	Received	14-JUN-17	\$5,425.00	\$4,651.26	\$4.04	\$18.00	\$0.00	A				\$6,578.32
3316	3N1CN7APXFL930344	15 Versa	Received	14-JUN-17	\$7,945.00	\$6,811.84	\$5.92	\$18.00	\$0.00	A				\$4,673.30
3317	3C4PDC6E1ET182649	14 Journey	Received	14-JUN-17	\$10,365.00	\$8,886.69	\$7.72	\$18.00	\$0.00	A				\$6,835.76
3318	KNAFX4A86E5200647	14 Forte	Received	14-JUN-17	\$8,455.00	\$7,249.11	\$6.30	\$18.00	\$0.00	A				\$8,912.41
3321	1C3CDZCB4DN708297	13 Avenger	Received	14-JUN-17	\$5,425.00	\$4,651.26	\$4.04	\$18.00	\$0.00	A				\$7,273.41
3322	3N1CN7AP5FL800908	15 Versa	Received	14-JUN-17	\$5,425.00	\$4,651.26	\$4.04	\$18.00	\$0.00	A				\$4,673.30
3324	1FADP3E2XFL277115	15 Focus	Received	28-JUN-17	\$7,445.00	\$6,719.11	\$24.54	\$18.00	\$0.00	A				\$4,673.30
3325	3FAHP0JA3CR203187	12 Fusion	Received	28-JUN-17	\$6,940.00	\$6,263.35	\$22.87	\$18.00	\$0.00	A				\$6,761.65
3329	KNADMSA36E6333963	14 Rio	Received	28-JUN-17	\$5,930.00	\$5,351.82	\$19.55	\$18.00	\$0.00	A				\$6,304.22
3334	KMHD35LE4DU094035	13 Elantra	Received	28-JUN-17	\$8,455.00	\$7,630.64	\$27.87	\$18.00	\$0.00	A				\$5,389.37
3338	3D4PG5FVXAT279829	10 Journey	Received	28-JUN-17	\$7,445.00	\$6,719.11	\$24.54	\$18.00	\$0.00	A				\$7,676.51
3339	1FADP3F23EL291760	14 Focus	Received	28-JUN-17	\$6,940.00	\$6,263.35	\$22.87	\$18.00	\$0.00	A				\$6,761.65
3340	3FAHP0HA1CR296717	12 Fusion	Received	28-JUN-17	\$8,045.00	\$7,260.61	\$26.51	\$18.00	\$0.00	A				\$6,304.22
3341	1D4PT5GKXAW100361	10 Nitro	Received	28-JUN-17	\$6,940.00	\$6,263.35	\$22.87	\$18.00	\$0.00	A				\$7,305.12
3344	1G2MB35B3Y119251	08 Solstice	Received	28-JUN-17	\$6,940.00	\$6,263.35	\$22.87	\$18.00	\$0.00	A				\$6,304.22
3346	3FAHP0JG3CR277083	12 Fusion	Received	28-JUN-17	\$6,940.00	\$6,263.35	\$22.87	\$18.00	\$0.00	A				\$6,304.22
3349	JN8AF5MV4CT107095	12 Juke	Received	29-JUN-17	\$8,075.00	\$7,287.69	\$25.35	\$18.00	\$0.00	A				\$6,304.22
3351	3FADP4BJ5GM114681	16 Fiesta	Received	29-JUN-17	\$8,356.00	\$7,541.29	\$26.23	\$18.00	\$0.00	A				\$7,331.04
3352	1N4AA5AP4BC842292	11 Maxima	Received	12-JUL-17	\$8,755.00	\$7,901.39	\$8.23	\$18.00	\$0.00	A				\$7,585.52
3354	JN8AE2KP1C9039664	12 Quest	Received	12-JUL-17	\$8,955.00	\$8,081.89	\$8.42	\$18.00	\$0.00	A				\$7,927.62
3356	3D4PG5FV5AT147254	10 Journey	Received	12-JUL-17	\$6,940.00	\$6,263.35	\$6.53	\$18.00	\$0.00	A				\$8,108.31
3358	2C3CCAAG5DH600301	13 300	Received	12-JUL-17	\$11,070.00	\$9,990.67	\$10.42	\$18.00	\$0.00	A				\$6,287.88
3359	1C3CCBAXEN213424	14 200	Received	12-JUL-17	\$6,635.00	\$5,988.09	\$6.25	\$18.00	\$0.00	A				\$10,019.09
3360	3FAHP0HA3CR216396	12 Fusion	Received	12-JUL-17	\$8,455.00	\$7,630.64	\$7.96	\$18.00	\$0.00	A				\$6,012.34
3363	1FAHP2D90EG163285	14 Taurus	Received	12-JUL-17	\$8,955.00	\$8,081.89	\$8.42	\$18.00	\$0.00	A				\$7,656.60
3364	1G1PH5SB3D7262250	13 Cruze	Received	12-JUL-17	\$8,455.00	\$7,630.64	\$7.96	\$18.00	\$0.00	A				\$8,108.31
3365	WBAXH5C5XCC594835	12 5-series	Received	12-JUL-17	\$13,785.00	\$12,440.96	\$12.96	\$18.00	\$0.00	A				\$7,656.60
3366	5NPEB4AC1CH503589	12 Sonata	Received	12-JUL-17	\$7,745.00	\$6,989.86	\$7.28	\$18.00	\$0.00	A				\$12,471.92
3367	1C3CCBBB1DN721780	13 200	Received	12-JUL-17	\$7,140.00	\$6,443.85	\$6.71	\$18.00	\$0.00	A				\$7,015.14
3368	3C4PDCBG8FT610559	15 Journey	Received	12-JUL-17	\$9,965.00	\$8,993.41	\$9.37	\$18.00	\$0.00	A				\$6,468.56
3370	2C3CCAAG0DH698718	13 300	Received	12-JUL-17	\$10,470.00	\$9,449.17	\$9.85	\$18.00	\$0.00	A				\$9,020.78
3371	1FADP3K29EL278310	14 Focus	Received	12-JUL-17	\$7,745.00	\$6,989.86	\$7.28	\$18.00	\$0.00	A				\$9,477.02
3373	4A4AP3AUXFE045468	15 Outlander sport	Received	12-JUL-17	\$8,655.00	\$7,811.14	\$8.14	\$18.00	\$0.00	A				\$7,015.14
3375	2A4RR5DX1AR148807	10 Town & country	Received	12-JUL-17	\$8,145.00	\$7,350.86	\$7.66	\$18.00	\$0.00	A				\$7,837.28
3377	3FAHP0JA0CR276680	12 Fusion	Received	12-JUL-17	\$6,940.00	\$6,263.35	\$6.53	\$18.00	\$0.00	A				\$7,376.52
3378	JN8AZ1MW7AW103577	10 Murano	Received	12-JUL-17	\$7,445.00	\$6,719.11	\$7.00	\$18.00	\$0.00	A				\$6,287.88
3379	2T1BU4EE1CC846429	12 Corolla	Received	12-JUL-17	\$7,340.00	\$6,624.35	\$6.90	\$18.00	\$0.00	A				\$6,744.11

Status: A-Active U-Unforgiven F-Forgiven

Dealer Payoff Report

Requested By: Garwood, Sarah
 Pool: US POOL
 AFC Branch: Nashville
 Dealer #: 1924
 Calculated Through: 17-OCT-2017
 Sort Order: DATE
 Dealer Name: Auto Masters Of Smyrna, Llc Db: Auto Masters Of Smyrna And Auto Masters Of Mad
 Dealer Address: 56 Lowry, Smyrna Tn 37167
 Phone: [REDACTED] Fax: [REDACTED]
 Credit Limit: \$2,650,000.00

Date: 17-OCT-17
 Time: 04:10:06pm
 Page: 3

Include Forgiven: N

Show Recovery Detail: Y

Mobile:

Email: [REDACTED]

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	
3381	1FAHP3K22CL349622	12 Focus	Received	12-JUL-17	\$5,725.00	\$5,166.81	\$5.38	\$18.00	\$0.00	A				
3382	1FADP3F2XEL353266	14 Focus	Received	26-JUL-17	\$8,345.00	\$7,927.75	\$34.48	\$18.00	\$0.00	A				\$5,190.19
3383	4T1BF1FK3EU365841	14 Camry	Received	26-JUL-17	\$9,465.00	\$8,991.75	\$39.11	\$18.00	\$0.00	A				\$7,980.23
3384	2C4RDGCG1ER370643	14 Grand caravan	Received	26-JUL-17	\$8,455.00	\$8,032.25	\$34.93	\$18.00	\$0.00	A				\$9,048.86
3385	5N1AR2MM1DC660132	13 Pathfinder	Received	26-JUL-17	\$11,475.00	\$10,901.25	\$47.41	\$18.00	\$0.00	A				\$8,085.18
3386	2G1WB5EK1A1244881	10 Impala	Title Absent	26-JUL-17	\$5,020.00	\$4,769.00	\$20.74	\$18.00	\$0.00	A				\$10,966.66
3387	1G4PR5SK5E4172245	14 Verano	Received	26-JUL-17	\$7,945.00	\$7,547.75	\$32.83	\$18.00	\$0.00	A				\$4,807.74
3388	3D4PG5FV9AT257093	10 Journey	Received	26-JUL-17	\$8,245.00	\$7,832.75	\$34.07	\$18.00	\$0.00	A				\$7,598.58
3389	JN8AF5MR1CT108708	12 Juke	Received	26-JUL-17	\$8,455.00	\$8,032.25	\$34.93	\$18.00	\$0.00	A				\$7,884.82
3390	KNAFK4A63F5418947	15 Forte	Received	26-JUL-17	\$8,655.00	\$8,222.25	\$35.76	\$18.00	\$0.00	A				\$8,085.18
3391	1D4RE4GG8BC667213	11 Durango	Received	26-JUL-17	\$10,870.00	\$10,326.50	\$44.91	\$18.00	\$0.00	A				\$8,276.01
3393	KMHTC6AD9DU171879	13 Veloster	Received	26-JUL-17	\$7,945.00	\$7,547.75	\$32.83	\$18.00	\$0.00	A				\$10,389.41
3394	3N1AB6AP4BL679549	11 Sentra	Received	26-JUL-17	\$5,120.00	\$4,864.00	\$21.16	\$18.00	\$0.00	A				\$7,598.58
3395	1G11C5SA6DF314830	13 Malibu	Received	26-JUL-17	\$9,355.00	\$8,887.25	\$38.65	\$18.00	\$0.00	A				\$4,903.16
3396	JN8AE2KPXB9012641	11 Quest	Received	26-JUL-17	\$9,465.00	\$8,991.75	\$39.11	\$18.00	\$0.00	A				\$8,943.90
3398	4A4AP3AU9FE052573	15 Outlander sport	In Transit	26-JUL-17	\$8,955.00	\$8,507.25	\$37.00	\$18.00	\$0.00	A				\$9,048.86
3401	1N4AL3AP3DN471454	13 Altima	Received	26-JUL-17	\$7,770.00	\$7,381.50	\$32.10	\$18.00	\$0.00	A				\$8,562.25
3403	JN8AZ1MU8AW006046	10 Murano	Received	26-JUL-17	\$8,780.00	\$8,341.00	\$36.28	\$18.00	\$0.00	A				\$7,431.60
3405	5N1AR1NN0BC634359	11 Pathfinder	Received	02-AUG-17	\$11,170.00	\$10,611.50	\$27.67	\$18.00	\$0.00	A				\$8,395.28
3407	1C3CCCAB1FN657931	15 200	Received	02-AUG-17	\$9,290.00	\$8,825.50	\$23.01	\$18.00	\$0.00	A				\$10,657.17
3409	1FAHP3K25CL419856	12 Focus	Received	02-AUG-17	\$7,745.00	\$7,357.75	\$19.18	\$18.00	\$0.00	A				\$8,866.51
3410	1FMCU0GX7DUC64122	13 Escape	Received	02-AUG-17	\$8,955.00	\$8,507.25	\$22.18	\$18.00	\$0.00	A				\$7,394.93
3412	1G1PA5SH7D7228949	13 Cruze	Received	02-AUG-17	\$6,230.00	\$5,918.50	\$15.43	\$18.00	\$0.00	A				\$8,547.43
3414	1G1ZD5EU4CF322106	12 Malibu	Received	02-AUG-17	\$8,145.00	\$7,737.75	\$20.17	\$18.00	\$0.00	A				\$5,951.93
3415	1G4PR5SK0E4206706	14 Verano	Received	02-AUG-17	\$8,345.00	\$7,927.75	\$20.67	\$18.00	\$0.00	A				\$7,775.92
3416	1N4AA5AP9EC463969	14 Maxima	Received	02-AUG-17	\$9,355.00	\$8,887.25	\$23.17	\$18.00	\$0.00	A				\$7,966.42
3417	2C3CDXJG7EH296275	14 Charger	Received	02-AUG-17	\$13,485.00	\$12,810.75	\$33.40	\$18.00	\$0.00	A				\$8,928.42
3418	2C3CDYAG7DH648839	13 Challenger	Received	02-AUG-17	\$11,975.00	\$11,376.25	\$29.66	\$18.00	\$0.00	A				\$12,862.15
3419	2C4RDGCG7DR748673	13 Grand caravan	Received	02-AUG-17	\$8,655.00	\$8,222.25	\$21.44	\$18.00	\$0.00	A				\$11,423.91
3421	2G1WU57M691177120	09 Impala	Received	02-AUG-17	\$8,045.00	\$7,642.75	\$19.93	\$18.00	\$0.00	A				\$8,261.69
3422	3FADP4BJ8EM117054	14 Fiesta	Received	02-AUG-17	\$7,745.00	\$7,357.75	\$19.18	\$18.00	\$0.00	A				\$7,680.68
3423	4A31K5DF1BE001543	11 Eclipse	Received	02-AUG-17	\$6,130.00	\$5,823.50	\$15.18	\$18.00	\$0.00	A				\$7,394.93
3424	5NPDH4AE1FH576624	15 Elantra	Received	02-AUG-17	\$8,855.00	\$8,412.25	\$21.93	\$18.00	\$0.00	A				\$5,856.68
3425	KMHCT4AE3FU925374	15 Accent	Received	02-AUG-17	\$7,945.00	\$7,547.75	\$19.68	\$18.00	\$0.00	A				\$8,452.18
3426	KNAFX4A68F5403281	15 Forte	Received	02-AUG-17	\$8,345.00	\$7,927.75	\$20.67	\$18.00	\$0.00	A				\$7,585.43
3429	1GNKRJED6CJ327007	12 Traverse	Received	22-AUG-17	\$4,887.03	\$4,887.03	\$47.74	\$23.45	\$69.00	A				\$7,966.42
3431	KNAFW6A36D5702690	13 Forte koup	Received	22-AUG-17	\$3,383.78	\$3,383.78	\$33.06	\$23.45	\$69.00	A				\$5,027.22
3432	1D4RD4GG2BC729644	11 Durango	Received	22-AUG-17	\$4,861.00	\$4,861.00	\$47.49	\$23.45	\$69.00	A				\$3,509.29
3433	1FMCU0GX9EUC93624	14 Escape	Received	22-AUG-17	\$4,313.00	\$4,313.00	\$42.13	\$23.45	\$69.00	A				\$5,000.94
														\$4,447.58

Status: A-Active U-Unforgiven F-Forgiven

Dealer Payoff Report

Requested By: Garwood, Sarah
 Pool: US POOL
 AFC Branch: Nashville
 Dealer #: 21924
 Calculated Through: 17-OCT-2017
 Sort Order: DATE
 Dealer Name: Auto Masters Of Smyrna, Llc Db: Auto Masters Of Smyrna And Auto Masters Of Mad
 Dealer Address: 56 Lowry, Smyrna Tn 37167
 Phone: [REDACTED] Fax: [REDACTED]
 Credit Limit: \$2,650,000.00

Date: 17-OCT-17
 Time: 04:10:06pm
 Page: 4

Include Forgiven: N

Show Recovery Detail: Y

Mobile:

Email: [REDACTED]

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	
3434	1GKER13D89J115554	09 Acadia	Received	22-AUG-17	\$3,336.88	\$3,336.88	\$32.60	\$23.45	\$69.00	A				
3435	JN8AS5MV1AW605889	10 Rogue	Received	22-AUG-17	\$4,480.00	\$4,480.00	\$43.76	\$23.45	\$69.00	A				\$3,461.93
3437	JTKJF5C72D3058584	13 Tc	Received	22-AUG-17	\$5,833.86	\$5,833.86	\$56.99	\$23.45	\$69.00	A				\$4,616.21
3440	1C3CDZAB4DN541149	13 Avenger	Received	30-AUG-17	\$7,470.00	\$7,470.00	\$62.50	\$23.45	\$0.00	A				\$5,983.30
3441	1C3CDZAB4EN200223	14 Avenger	Received	30-AUG-17	\$8,170.00	\$8,170.00	\$68.36	\$23.45	\$0.00	A				\$7,555.95
3442	1C4NJCEA6ED534688	14 Compass	Received	30-AUG-17	\$8,170.00	\$8,170.00	\$68.36	\$23.45	\$0.00	A				\$8,261.81
3443	1FMCU9D77BKC61335	11 Escape	Received	30-AUG-17	\$6,460.00	\$6,460.00	\$54.05	\$23.45	\$0.00	A				\$8,261.81
3444	1G11F5RR9DF109988	13 Malibu	Received	30-AUG-17	\$8,480.00	\$8,480.00	\$70.96	\$23.45	\$0.00	A				\$6,537.50
3445	1G1PG5SB9D7205456	13 Cruze	Received	30-AUG-17	\$7,970.00	\$7,970.00	\$66.69	\$23.45	\$0.00	A				\$8,574.41
3446	1HGCP2F38AA141689	10 Accord	Received	30-AUG-17	\$7,970.00	\$7,970.00	\$66.69	\$23.45	\$0.00	A				\$8,060.14
3447	2C3CCAET4CH308256	12 300	Received	30-AUG-17	\$9,990.00	\$9,990.00	\$83.59	\$23.45	\$0.00	A				\$8,060.14
3448	2FMDK39C87BB44345	07 Edge	Received	30-AUG-17	\$8,680.00	\$8,680.00	\$72.63	\$23.45	\$0.00	A				\$10,097.04
3449	2T2HK31U78C095668	08 Rx 350	Received	30-AUG-17	\$10,500.00	\$10,500.00	\$87.86	\$23.45	\$0.00	A				\$8,776.08
3450	2T3ZF4DV2BW083528	11 Rav4	Received	30-AUG-17	\$8,370.00	\$8,370.00	\$70.04	\$23.45	\$0.00	A				\$10,611.31
3451	3FAHP0JAXCR349764	12 Fusion	Received	30-AUG-17	\$7,160.00	\$7,160.00	\$59.91	\$23.45	\$0.00	A				\$8,463.49
3452	3GNBAADB8AS511271	10 Hhr	Received	30-AUG-17	\$5,950.00	\$5,950.00	\$49.79	\$23.45	\$0.00	A				\$7,243.36
3453	3GYFNAEY3AS583880	10 Srx	Received	30-AUG-17	\$11,000.00	\$11,000.00	\$92.04	\$23.45	\$0.00	A				\$6,023.24
3454	3GYFNFEY5AS574188	10 Srx	Received	30-AUG-17	\$10,800.00	\$10,800.00	\$90.37	\$23.45	\$0.00	A				\$11,115.49
3456	4T1BF1FK4FU908485	15 Camry	Received	30-AUG-17	\$9,990.00	\$9,990.00	\$83.59	\$23.45	\$0.00	A				\$10,913.82
3457	5NPDH4AE0DH311027	13 Elantra	Received	30-AUG-17	\$9,990.00	\$9,990.00	\$83.59	\$23.45	\$0.00	A				\$10,097.04
3458	5XXGM4A79DG138100	13 Optima	Received	30-AUG-17	\$8,680.00	\$8,680.00	\$72.63	\$23.45	\$0.00	A				\$10,097.04
3459	5XXGR4A75EG320640	14 Optima	Received	30-AUG-17	\$10,500.00	\$10,500.00	\$87.86	\$23.45	\$0.00	A				\$8,776.08
3460	5XYKT3A19BG079870	11 Sorento	Received	30-AUG-17	\$6,460.00	\$6,460.00	\$54.05	\$23.45	\$0.00	A				\$10,611.31
3461	5XYKU4A20BG017284	11 Sorento	Received	30-AUG-17	\$8,880.00	\$8,880.00	\$74.30	\$23.45	\$0.00	A				\$6,537.50
3462	JN1AJ0HP0BM801013	11 Ex35	Received	30-AUG-17	\$11,900.00	\$11,900.00	\$99.57	\$23.45	\$0.00	A				\$8,977.75
3463	KMHTC6AD7CU079118	12 Veloster	Received	30-AUG-17	\$8,170.00	\$8,170.00	\$68.36	\$23.45	\$0.00	A				\$12,023.02
3464	KNDJP3A50E7043621	14 Soul	Received	30-AUG-17	\$9,280.00	\$9,280.00	\$77.65	\$23.45	\$0.00	A				\$8,261.81
3465	KNDJT2A56D7595659	13 Soul	Title Absent	30-AUG-17	\$8,580.00	\$8,580.00	\$71.79	\$23.45	\$0.00	A				\$9,381.10
3467	JTMRFREVF5FD129383	15 Rav4	Received	12-SEP-17	\$21,010.00	\$16,010.00	\$118.49	\$23.45	\$0.00	A				\$8,675.24
3466	1G6AB5RA3D0115059	13 Ats	Title Absent	13-SEP-17	\$14,180.00	\$14,180.00	\$83.94	\$23.45	\$0.00	A				\$16,151.94
					=====	=====	=====	=====	=====					
Totals:					\$1,102,539.05	\$1,003,289.16	\$4,245.36	\$3,397.30	\$483.00					
													\$0.00	\$1,011,414.82

Total Payoff:

\$1,011,414.82

DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

FOR VALUE RECEIVED, each of the undersigned dealers (hereinafter referred to jointly and severally as the "Dealer" which term shall mean as applicable each of the undersigned individually and all of the undersigned collectively) on behalf of themselves individually and in their representative capacity hereby promises to pay to the order of Automotive Finance Corporation, an Indiana corporation ("LENDER"), with its principal office listed on the web site currently located at URL www.AFCDEALER.com or a successor thereto or such other place as LENDER may designate, the principal sum of One Million Dollars (\$1,000,000) (the "Aggregate Advance Limit") or such greater or lesser principal amount as may be outstanding pursuant hereto, with interest on any outstanding balance prior to an Event of Default, as defined in Section 7.0 hereof, at the rate of interest (based upon a 360 day year, compounded daily) set forth in the Term Sheet and as amended from time to time; provided, however, that in no event shall the calculation of prime rate in the Term Sheet be at a rate less than five percent (5%) per annum. In the event that no Term Sheet is executed or effective, then interest shall accrue at a variable rate, adjusted each business day, based upon the most recent prime rate published in The Wall Street Journal plus five percent (5%) per annum; provided, however, that in no event shall the calculation of prime rate be at a rate less than five percent (5%) per annum. Interest shall accrue from the earlier of the date of a requested Advance or the date that an Obligation is incurred and shall be compounded daily. After an Event of Default, interest shall accrue at a rate of fifteen percent (15%) per annum, with such interest compounded daily and accruing from the date on which the Event of Default first occurred. All payments shall be made in lawful money of the United States and in immediately available funds, whether in cash, via check, via ACH, via certified funds, or otherwise.

Until demand by LENDER or until an Event of Default (at which time the Obligations shall at LENDER's option and without notice become immediately due and payable in full), Dealer shall pay the Obligations as provided in Section 2.6.

The Dealer: (a) waives demand and presentment for payment, protest, notice of protest and notice of non-payment or dishonor of this Note; (b) consents to any extension of the time of payment hereof; (c) waives all defenses based on suretyship or impairment of collateral; and (d) waives any defenses which the Dealer may assert on the Obligations 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.

In consideration of the premises and the mutual covenants and conditions contained herein, the parties further agree as follows:

AGREEMENT

1.0 **DEFINITIONS.** When used herein, the following terms shall have the following meanings:

- 1.1 ACH- an electronic network for financial transactions, also known as automated clearing house payment system, which processes credit and debit transactions including payments by or on behalf of Dealer or LENDER.
- 1.2 Advance - discretionary loan(s) to Dealer or payment(s) on behalf of Dealer by LENDER pursuant to the terms of this Note.
- 1.3 Aggregate Advance Limit - the maximum lending limit, as set forth above.
- 1.4 Check - a payment by or on behalf of Dealer to LENDER which is other than a payment in cash, via ACH or via certified funds.
- 1.5 Collateral - all of Dealer's assets and properties wherever located, including without limitation (a) all machinery, furniture, and Equipment of any kind now owned or hereafter acquired by Dealer,

(b) all Vehicles, vehicle parts, and other inventory of any kind now owned or hereafter acquired by Dealer, including, without limitation, the Purchase Money Inventory as hereinafter defined, (c) all documents, including but not limited to Titles, accounts, Retail Installment Contracts, chattel paper, electronic chattel paper, leases, insurance policies, instruments, fixtures, investment property, monies, certificates of deposit, deposit accounts, letter of credit rights, supporting obligations, and general intangibles (including payment intangibles) now owned or hereafter acquired by Dealer, (d) any and all proceeds, products, additions, accessions, accessories, and replacements of the foregoing, (e) all of Dealer's computer records, software, business papers, ledger sheets, files, books, and records relating to the foregoing, now owned or hereafter acquired, and (f) the following:

- 1.6 Curtailment Date - that certain day at the end of the Period when all Obligations concerning or relating to an item of Purchase Money Inventory become due and payable.
- 1.7 Dealer's Place of Business - any or all of the following location: (a) the place where the Collateral and Dealer's books and records are kept; (b) the place from which Dealer's business affairs and operations are conducted, unless otherwise disclosed in writing to LENDER by Dealer; and (c) the place where Dealer's registered office is located.
- 1.8 Equipment - all goods, other than inventory, of any kind and wherever located.
- 1.9 Floorplan Fee - that non-refundable fee payable to LENDER by Dealer in the amount set forth on the Term Sheet for each Period, or portion thereof, in which an Advance for each individual item of Purchase Money Inventory is outstanding, provided that in the event no Term Sheet is executed and effective, then the Floorplan Fee shall be equal to One Hundred Dollars (\$100.00). Notwithstanding the foregoing or any provision in the Term Sheet to the contrary, LENDER reserves the right to charge a Floorplan Fee in a higher amount as a condition to making an Advance if, in its sole discretion, LENDER determines that the circumstances so warrant.
- 1.10 Interest - those finance charges owed by Dealer to LENDER on all outstanding Obligations, which charges shall begin to accrue, on the earlier of the date of each Advance or the date that an Obligation is incurred, compounded daily, and shall be payable at the rate and upon the terms and conditions set forth in this Note.
- 1.11 Late Fee - that non-refundable fee payable to LENDER by Dealer, in the amount equal to the Floorplan Fee for each item of Purchase Money Inventory, assessed each week, or portion thereof, that Dealer fails to repay Obligations under this Note when due as provided by this Note. Dealer agrees that this Late Fee is a reasonable estimate of LENDER's probable losses due to the delay, inconvenience, and administrative expenses associated with late payment. LENDER may also include in the Late Fee an amount equal to the lesser of \$25 or the maximum amount permitted by law for each Check tendered to LENDER, by or on behalf of Dealer, that is subsequently dishonored, in addition to any charge or fee imposed by the depository institution for each returned or dishonored item and any other charges or fees permitted by law.
- 1.12 NAP Fee - that non-refundable fee payable to LENDER by Dealer, in the amount set forth on the Term Sheet for each individual item of Purchase Money Inventory acquired by Dealer as a Non-Auction Purchase, provided that in the event no Term Sheet is executed and effective or no NAP Fee is listed in the Term Sheet, then the NAP Fee shall be equal to Seventy-Five Dollars (\$75.00). Notwithstanding the foregoing or any provision in the Term Sheet to the contrary, LENDER reserves the right to charge a NAP Fee

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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.

in a higher amount as a condition to making an Advance for a Non-Auction Purchase if, in its sole discretion, LENDER determines that the circumstances so warrant.

1.13 Non-Auction Purchase - a transaction other than an Approved Auction Purchase in which any Vehicle, vehicle part, or goods of any kind, is now or hereafter acquired or refinanced by Dealer.

1.14 Note - this Demand Promissory Note and Security Agreement.

1.15 Number of Curtailment Date Extensions - the number of times set forth on the Term Sheet, that the Curtailment Date may be extended for an item of Purchase Money Inventory pursuant to this Note, provided that in the event no Term Sheet is executed and effective, the Number of Curtailment Date Extensions shall be zero (0).

1.16 Obligations - all Advances, debts, Purchase Money Inventory Obligations, liabilities, financial obligations, charges, expenses, fees, attorney fees, costs of collection, covenants, and duties owing, arising, due, or payable from Dealer to LENDER 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 direct or indirect (including those acquired by assignment), absolute or contingent, primary or secondary, due or become due, now existing or hereafter arising and however acquired including, without limitation, all interest, Floorplan Fee(s) and Late Fee(s), and other expenses, costs or fees provided for herein.

1.17 Odometer Disclosure Statement - that statement of mileage for a Vehicle required, by the Motor Vehicle Information and Cost Savings Act as amended (49 U.S.C. § 32701 *et seq.*) and the regulations implementing same (49 C.F.R. § 580 *et seq.*), to be provided to a Vehicle transferee by the transferor.

1.18 Period - that number of days set forth on the Term Sheet, beginning on the earlier of the date of a requested Advance or the date that an Obligation is incurred and ending on the Curtailment Date that an item of Purchase Money Inventory will be financed by LENDER pursuant to this Note, provided that in the event no Term Sheet is executed and effective, then the Period shall be thirty (30) days.

1.19 Purchase Money Inventory - any and all Vehicles, vehicle parts, or goods of any kind, now or hereafter acquired by Dealer with an Advance.

1.20 Purchase Money Inventory Obligations - the liabilities owing, arising, due, or payable from Dealer to LENDER with respect to specific Advances for specific items of Purchase Money Inventory now existing or hereafter arising.

1.21 Retail Installment Contract - that contract of sale and security agreement, whether or not constituting chattel paper under Article 9 of the UCC, whereby Dealer sells Purchase Money Inventory to a retail customer in the ordinary course of Dealer's business.

1.22 Term Sheet - that agreement in effect from time to time executed by Dealer and LENDER containing information including but not limited to the Floorplan Fee, interest and Period, and incorporated herein by reference as Exhibit A.

1.23 Title - the certificate of title or other document issued by a duly authorized state, province or government agency evidencing ownership of a Vehicle.

1.24 UCC - the Uniform Commercial Code as enacted in Indiana and amended from time to time. Any term used in the UCC and not defined herein has the meaning given to the term in the UCC as presently enacted in Indiana or modified hereafter.

1.25 Vehicle - a vehicle, the ownership of which is embodied in a Title, driven or drawn by mechanical power, manufactured primarily for use on the public streets, roads, and highways.

1.23 Terms and Conditions - All provisions of this Note, excluding any language specifically referencing Dealer by individual or business name or address, or referencing the dollar amount of Dealer's Aggregate Advance Limit.

2.0 FINANCING PROCEDURES.

2.1 Discretionary Advances. LENDER may, in its sole discretion, from time to time make an Advance to or on behalf of Dealer for the purpose of enabling Dealer to purchase and/or hold Purchase Money Inventory for resale, and for other purposes as determined in LENDER's sole discretion. Dealer acknowledges and agrees that LENDER may, with or without cause, refuse to make an Advance. Dealer further agrees that LENDER's decision to make an Advance shall be binding only if it is in writing and signed by LENDER. Dealer and LENDER agree that Dealer is not obligated to finance any Purchase Money Inventory, or any other assets through LENDER.

2.2 Advance Requests: Purchase Money Inventory. Dealer may request an Advance for the purpose of enabling Dealer to purchase and hold an item of Purchase Money Inventory for resale by providing LENDER with: (a) a copy of the bill of sale which indicates the vendor and the actual purchase price of the Purchase Money Inventory; and (b) as to Vehicles, a completed Odometer Disclosure Statement and the Title duly assigned to Dealer.

2.3 Advance Requests: Other Purposes. Dealer may request an Advance for purposes other than enabling Dealer to purchase and hold an item of Purchase Money Inventory for resale by providing LENDER with: (a) a written request setting forth the purpose for the requested Advance, and (b) such other information as LENDER may require. If LENDER elects to make any such Advance, the Advance shall be deemed an additional Obligation under this Note from the date on which the Advance is made.

2.4 Conditions to Advances. As a condition precedent to an Advance, Dealer shall deliver to LENDER, at LENDER's request, a certificate in a form acceptable to LENDER certifying that (a) no Event of Default has occurred or is continuing, (b) Dealer is in complete compliance with the terms and conditions of this Note, (c) all prior Advances made for the purpose of enabling Dealer to purchase an item of Purchase Money Inventory have only been used to purchase Vehicles encumbered by this Note, (d) no material adverse affect to the operation or prospects of Dealer (financial, business, labor or otherwise) exists or is threatened, (e) no checks issued by Dealer to LENDER have been dishonored, and (f) such other information as LENDER may request. In addition, if the Advance request is for the purpose of enabling Dealer to purchase and hold an item of Purchase Money Inventory for resale, Dealer shall deliver to LENDER, at LENDER's request, a certificate in a form acceptable to LENDER, certifying that the Advance will be used only to purchase Vehicles encumbered by this Note.

2.5 Advances Without Request. If at any time including but without limitation during an Event of Default or acceleration under this Agreement, Dealer is in default on any obligation to a third party, LENDER may in its sole discretion elect, but is not required, to make payment or transfer on Dealer's behalf to the third party, in any amount up to the total obligation owed by Dealer to the third party, as a means of satisfying Dealer's obligation to the third party in whole or in part. If LENDER elects to make any such payments or transfers, they shall be deemed additional Obligations under this Note from the date on which the payment or transfer is made. Such payments or transfers may be made without prior notice to Dealer and without regard to any Aggregate Advance Limit then in effect for Dealer.

2.6 Repayment of Purchase Money Inventory Obligations and Obligations. Dealer shall pay to LENDER at the offices of LENDER the Purchase Money Inventory Obligations and the Obligations, on

demand and without notice, with respect to an item of Purchase Money Inventory on the earlier of: (a) forty-eight (48) hours after the disposition by sale or otherwise of an item of Purchase Money Inventory; or (b) the Curtailment Date. LENDER shall apply applicable payments to the Purchase Money Inventory Obligation incurred from said item of Purchase Money Inventory. Notwithstanding anything herein to the contrary including Sections 3.0 and 4.0 if, after the disposition by sale or otherwise and subsequent payment to LENDER as delineated above, a shortage exists between any payments received by LENDER and the Purchase Money Inventory Obligation with respect to an item of Purchase Money Inventory, that shortage shall be considered an Obligation owed by Dealer to LENDER and secured with Collateral other than Purchase Money Inventory. The order and method of application of payments of the Obligations, excluding payments with respect to Purchase Money Inventory Obligations, shall be at the sole discretion of LENDER. Notwithstanding anything herein to the contrary, LENDER reserves the right to require that all payments be made via ACH, and Dealer shall execute an ACH payment authorization upon request.

- 2.7 **Extension of Curtailment Date.** If Dealer is in compliance with all other provisions of this Note, LENDER may, in its sole discretion, permit an extension of the Curtailment Date relative to an item of Purchase Money Inventory for a Period, upon the payment of Interest, Floorplan Fee(s) and a minimum of Ten Percent (10%) of the outstanding Advance relating to such item of Purchase Money Inventory.
- 2.8 **Presumptions Regarding Outstanding Balances.** The date and amount of each Advance made by LENDER and of each repayment of principal or interest thereon shall be recorded by LENDER. The aggregate unpaid principal amount, interest, fees, and other Obligations so recorded by LENDER shall constitute prima facie evidence of the sums owing and unpaid under this Note; provided, however, that the failure by LENDER to so record any such amount or any error in so recording any such amount shall not limit or otherwise affect the liability of Dealer under this Note to repay the Obligations.
- 2.9 **Purchase Money Inventory and Title Control.** At any and all reasonable times Dealer shall allow LENDER's officers, employees, agents, attorneys, designees and representatives (including but not limited to representatives of AutoVin, Inc., its successors, affiliates, subsidiaries and parent companies) access to Dealer's books and records and the Dealer's Place of Business for the purpose of conducting an audit of Dealer's inventory, books and records. Dealer agrees to pay all of LENDER's expenses in conducting such audit. Dealer may request the Title to a Vehicle or Vehicles held by LENDER for purposes of correcting same or taking said Vehicle(s) to an auction. If LENDER in its sole discretion agrees with such request, Dealer shall deliver to LENDER a Check or draft in an amount equal to the Advance(s) relating to such Vehicle(s). Unless such Title(s) are returned to LENDER within the time period established by LENDER, (a) LENDER may (i) deposit or present such check or draft for payment or (ii) process such payment via ACH and return the Check to Dealer, and (b) any outstanding Obligation(s), Floorplan Fee(s) or accrued interest relating to Advance(s) for such Vehicle(s) shall become immediately due and payable.
- 2.10 **Authorization of LENDER.** By execution of this Note, Dealer authorizes LENDER and any of its officers or employees to take any and all action to secure and perfect its interest in the Collateral including but not limited to taking possession of the Collateral and executing and filing, on behalf of Dealer and without Dealer's signature, original financing statements, amendments, continuation statements, and any other documents LENDER deems necessary or desirable to protect its interests. Dealer authorizes LENDER to supply any omitted information and correct errors in any document executed by or on behalf of Dealer, and to contact any bank or other depository institution to obtain account information concerning

Dealer. Dealer authorizes LENDER 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 LENDER in LENDER's sole discretion deems necessary for purposes of including, but not limited to assessing my credit worthiness, collection of any outstanding debt, and obtaining intercreditor agreements and perfecting LENDER's security interest (hereinafter collectively referred to as "Credit Screening"). Dealer also authorizes LENDER to contact any third parties to disclose information, including information contained in this Note, for the purposes of Credit Screening. Dealer also authorizes LENDER to disclose the above described information to any of its affiliates, subsidiaries, and parent companies. Further, Dealer authorizes LENDER to review Dealer's account periodically, which could include obtaining additional credit reports for the purpose of Credit Screening. Dealer authorizes LENDER to disclose my credit information into any credit database. In addition, Dealer shall execute the Power of Attorney incorporated herein by reference as Exhibit B.

- 3.0 **GRANT OF SECURITY INTEREST.** To secure Dealer's prompt payment of the Purchase Money Inventory Obligations, Dealer hereby grants to LENDER a lien and a purchase money security interest in the Purchase Money Inventory and the Titles thereto. To secure Dealer's prompt payment of the Obligations, Dealer hereby grants to LENDER a lien and security interest in all of the Collateral except the Purchase Money Inventory. Dealer understands and agrees that LENDER at all times intends to maintain the status of a purchase money secured creditor with priority rights in the Purchase Money Inventory as provided under the UCC. Therefore, to the extent purchase money status can still be maintained under applicable law, Dealer also grants LENDER a lien and a security interest as follows: (a) the Purchase Money Inventory also secures Obligations that are not Purchase Money Inventory Obligations, and (b) Collateral that is not Purchase Money Inventory also secures Purchase Money Inventory Obligations.
- 4.0 **SALES OF PURCHASE MONEY INVENTORY.** Unless and until an Event of Default shall have occurred, Dealer may sell the Purchase Money 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 LENDER may have hereunder or under any other agreement in any proceeds or replacements of the Purchase Money Inventory. Upon the sale of any item of Purchase Money Inventory, Dealer shall hold the amount received from the disposition of inventory in Trust for the benefit of LENDER and Dealer shall pay to LENDER, in accordance with Section 2.6, an amount equal to the unpaid balance of the Purchase Money Inventory Obligations and Obligations relating to such Purchase Money Inventory.
- 5.0 **DEALER'S COVENANTS.** Until payment in full of all of the Obligations or unless LENDER shall otherwise consent in writing, each individual undersigned Dealer covenants and agrees as follows:
- 5.1 **Disposition of Purchase Money Inventory.** Unless Purchase Money Inventory is the subject of a Retail Installment Contract that satisfies the requirements of Section 6.7 or is sold pursuant to Section 4.0, Dealer shall not attempt to or actually, sell, lease, transfer, mortgage, encumber, or otherwise dispose of the Purchase Money Inventory, any part thereof, or any interest therein, or remove, for a period exceeding twenty-four (24) hours, any item of Purchase Money Inventory from the Dealer's Place of Business. In addition, Dealer shall keep the Purchase Money Inventory free from any lien, security interest, mortgage, claim, charge or other encumbrance, other than those granted pursuant to this Note or permitted in writing by LENDER.
- 5.2 **Unconditional Payment Obligation.** Dealer's obligation to make full payment under this Note is unconditional and shall not be affected by claims or disputes Dealer may have against any other person, including but not limited to claims or disputes Dealer may have

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

against any person or entity who transferred, conveyed, or sold one or more Vehicles to Dealer.

- 5.3 **Maintenance of Collateral.** Dealer shall keep and maintain the Purchase Money Inventory in good repair and safe condition, and not cannibalize, alter or substantially modify the Collateral, nor secrete or conceal the Collateral.
- 5.4 **Dealer's Books and Records.** Dealer has kept and shall continue to keep true and accurate books and records concerning its business affairs and the Collateral. Such books and records shall contain full and correct entries of all business transactions and shall be kept in accordance with generally accepted accounting principles consistently applied. Dealer shall at least annually and upon request furnish financial statements to LENDER based upon said books and records and upon request shall permit LENDER to inspect, make extracts from and receive from Dealer originals or true copies of Dealer's books and records and any papers relating to the Collateral. All financial statements submitted to LENDER shall fairly present the financial condition of Dealer and any other person or entity identified in such financial statements as of the preparation date. Dealer shall notify LENDER, in writing, of any material adverse change in the financial condition of Dealer as compared to any prior financial statements submitted to LENDER.
- 5.5 **Insurance.** Dealer shall keep the Collateral insured against such risks and in an amount equal to the Aggregate Advance Limit or such lesser amount as LENDER may from time to time permit and with such insurer or insurers as LENDER may from time to time approve. Dealer shall provide LENDER, or LENDER's designees, with copies of its policies of insurance covering the Collateral together with evidence that the premium therefor has been paid and that LENDER has been named as loss payee or additional insured on such policies. The proceeds of loss under such policies are hereby assigned to LENDER. If LENDER determines, in its sole discretion, that Dealer has not maintained adequate insurance coverage for the Collateral, LENDER may, but has no obligation to, purchase a policy or policies of insurance (through forced placement or otherwise) any may treat amounts so expended as additional Obligations. The risk of loss or damage to the Collateral shall at all times remain solely with Dealer.
- 5.6 **Litigation Notice.** Dealer shall provide to LENDER within five (5) days after service of process, notice of any litigation, arbitration, or other proceeding by or before any court, governmental agency, or entity affecting Dealer.
- 5.7 **Taxes.** Dealer has paid and shall pay all taxes and assessments relating to its business affairs and shall pay all taxes and assessments at any time levied on the Collateral as and when the same become due and payable in the ordinary course. If Dealer fails to pay taxes or assessments relating to the Collateral, LENDER may, but has no obligation to, pay said taxes or assessments and may treat amounts so expended as additional Obligations.
- 5.8 **Further Assurances.** Dealer shall execute any and all documents necessary to confirm an Advance or perfect LENDER's lien and security interest in the Collateral. Dealer shall, at any time and at the request of LENDER, assign in writing any or all Retail Installment Contracts and deliver the originally executed Retail Installment Contracts to LENDER.
- 5.9 **Acknowledgments.** Dealer acknowledges that LENDER has relied on Dealer's Covenants and Dealer's Representations and Warranties as delineated in this Note, and is not charged with any contrary knowledge that may be ascertained by examination of the public records, or that may have been received by any officer, director, agent, employee, representative or shareholder of LENDER.
- 5.10 **Changes in Dealer's Business.** Upon the execution of this Note, Dealer shall provide LENDER with a document listing Dealer's

Place of Business. Dealer shall provide LENDER written notice within 30 days of any of the following: (a) any change in Dealer's Place of Business or chief executive office, (b) any change in the corporate, business or ownership structure of Dealer, (c) any change in the state or jurisdiction of incorporation, organization or business entity registration of Dealer, (d) any change in the legal name or trade name of Dealer, (e) any consolidation or merger with any other person or entity, (f) any change in control of Dealer, (g) any sale, transfer or insurance of equity securities or reclassification, readjustment or other change in capital structure, or (h) any amendment to Dealer's articles, by-laws or other organizational documents.

- 5.11 **Notice to Account Debtors.** Dealer shall, at any time and at the request of LENDER, notify any or all account debtors or obligors that LENDER has the right to enforce Dealer's rights against the account debtors or obligors, that LENDER has a security interest in the accounts and chattel paper, and that the account debtors and obligors must direct payment to LENDER.
- 5.12 **Guaranties.** At the request of LENDER prior to the execution of this Note and at any time thereafter, Dealer shall deliver to LENDER a duly executed guaranty or guaranties of a third party or parties which is incorporated herein by reference as Exhibit C.
- 5.13 **Control Agreements.** Dealer shall cooperate with LENDER in obtaining control agreements or similar type agreements in form and substance satisfactory to LENDER with respect to Collateral consisting of deposit accounts, certificates of deposit, investment property, letter of credit rights and electronic chattel paper, certified or uncertified securities, and other collateral which may require steps in addition to filing a financing statement to perfect LENDER's security interest. In the event satisfactory control agreements cannot be obtained, Dealer shall cooperate with LENDER in placing the account or other property in LENDER's name as owner or co-owner.
- 6.0 **DEALER'S REPRESENTATIONS AND WARRANTIES.** On the date of this Note and until the Obligations are paid in full and Dealer has performed all of its obligations hereunder, the representations and warranties contained in this Note and every factual matter in any other document delivered to LENDER by or on behalf of each individual undersigned Dealer shall be true and correct in all material respects for each individual undersigned Dealer and will remain true and correct for each individual undersigned Dealer.
- 6.1 **Permits and Licenses.** Dealer has all applicable permits and licenses necessary to conduct business as a retail or wholesale seller, as applicable, of the Collateral. Dealer has all required government certificates, licenses, registrations, and charters to operate as the entity or business type identified and is in good standing with all applicable governmental authorities. Dealer shall comply with, and not permit any violation by its agents or employees of, all applicable laws, regulations, and orders of public authorities relating to Dealer's business affairs and the Collateral.
- 6.2 **Authority.** The undersigned is legally competent, and has been duly authorized by all necessary action, to execute and deliver this Note and consummate all of the transactions contemplated hereby. Dealer has now and will have at the time of each Advance full right, power, and authority to borrow in the manner and on the terms and conditions set out in this Note, and to grant LENDER the lien and security interest granted in this Note without the consent or approval of any third party or public authority.
- 6.3 **Ownership.** Dealer has now and will have at the time of each Advance good and marketable title to the Purchase Money Inventory, free and clear of all liens, security interests, mortgages, charges, claims, and other encumbrances or interests whatsoever, except the lien and security interest granted under this Note, or except as permitted by LENDER in writing or acknowledged by LENDER's written notification to such third party advising such third party of

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- LENDER's purchase money security interest in the Purchase Money Inventory and the proceeds thereof.
- 6.4 **Enforceability.** This Note, and any other agreements or documents contemplated herein or executed in connection herewith, constitute valid and binding obligations of the Dealer and all are enforceable in accordance with their respective terms.
- 6.5 **Litigation.** 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.
- 6.6 **Check Representations.** With each and every payment to LENDER by Check, Dealer represents and warrants (regardless of whether Dealer is the drawer of the Check), that, at the time of issuance of the Check and at the time such Check may be presented for payment, the account upon which such Check is drawn contains immediately available funds sufficient for payment of that Check and all other Checks issued or outstanding at that time.
- 6.7 **Retail Installment Contract Representations.** With respect to each Retail Installment Contract: (a) Dealer is the owner thereof; (b) Dealer has made all filings, recordings, and has taken all necessary actions (including registration on a certificate of title) which are required to perfect Dealer's interest with respect to the Collateral therein; (c) such Retail Installment Contract is the result of a bona fide transaction entered into in the ordinary course of Dealer's operations; (d) such Retail Installment Contract is true, valid, genuine, binding, and enforceable in accordance with the written terms thereof; (e) such Retail Installment Contract is the only chattel paper with respect to the subject thereof; (f) such Retail Installment Contract is and will continue to be free from all defenses, setoffs, and counterclaims of any kind; (g) such Retail Installment Contract conforms with all applicable laws; (h) except as to any interest disclosed in writing to LENDER, such Retail Installment Contract is free from all security, liens, and/or encumbrances; and (i) the property which is the subject of the Retail Installment Contract has been delivered to the retail purchaser under such Retail Installment Contract.
- 6.8 **Lot Representation.** All Vehicles located at Dealer's place of business constitute inventory for resale in the ordinary course of Dealer's business unless the Vehicle is plainly marked otherwise. None of the Vehicles are in Dealer's possession pursuant to a consignment or other agreement providing that someone other than Dealer is the Vehicle's owner or has rights in the Vehicle superior to the rights of LENDER, unless (a) LENDER has been notified in writing that such Vehicles are in Dealer's possession and (b) the Vehicles are plainly so marked and identified.
- 6.9 **Name of Dealer.** Dealer's legal name is precisely the name set forth as such on the last page of this Note.
- 6.10 **State of Organization.** Dealer's state of incorporation, organization or other business entity registration is the state or jurisdiction set forth as such on the last page of this Note. Upon request, Dealer shall furnish to LENDER an official certificate from the appropriate governing authority evidencing the current legal status of Dealer's business organization.
- 7.0 **EVENT OF DEFAULT.** Each and every one of the following events shall be considered an Event of Default:
- 7.1 the default in any payment or repayment when due of any of the Purchase Money Inventory Obligations or Obligations, as provided in the Note;
- 7.2 LENDER's deeming itself insecure regarding the Collateral or the possibility of Dealer's default in any payment or repayment of any of the Obligations;
- 7.3 LENDER's receipt of any report indicating that LENDER is not prior to all other liens, security interests, mortgages, charges, claims, encumbrances or interests of any kind in the Purchase Money Inventory, except as expressly permitted by LENDER in writing or acknowledged by LENDER's written notification to such third party advising such third party of LENDER's purchase money security interest in the Purchase Money Inventory and the proceeds thereof;
- 7.4 the default in payment or performance of any debt or obligation of Dealer whether to LENDER or to a third party;
- 7.5 LENDER determining, in its sole discretion, that any covenant, warranty, representation, or statement made by Dealer in connection with this Note, related documents, any Advance or otherwise to or for the benefit of LENDER has been breached or is false or misleading;
- 7.6 the loss, theft, damage, destruction, sale (except as permitted by Section 4.0), or encumbrance of the Collateral, or the making of any levy, seizure, attachment, or execution against Dealer or any of its property;
- 7.7 the inability of Dealer or any guarantor to pay debts as they mature, insolvency of Dealer or any guarantor, appointment of a receiver for Dealer or any guarantor, assignment for the benefit of creditors by Dealer, commencement of any proceeding under any bankruptcy or insolvency law by or against Dealer or any guarantor, or entry of or issuance of any order of attachment, execution, sequestration, or other order in the nature of a writ is levied upon the Collateral;
- 7.8 the death or incompetency of Dealer if Dealer is an individual or any guarantor, or the death, incompetency, or resignation of a principal stockholder, officer, or manager of Dealer or any guarantor;
- 7.9 dissolution, merger or consolidation, or transfer of any substantial part of the property of Dealer or of any guarantor; or
- 7.10 LENDER's determination, in its sole discretion, that control contests or other management disputes within or regarding the Dealer threaten or may threaten the timely repayment of the Obligations by Dealer.
- 7.11 An Event of Default by any one undersigned Dealer shall be deemed an event of default by all the undersigned Dealers.
- 8.0 **REMEDIES.**
- 8.1 Whenever an Event of Default shall exist, or at any time thereafter (such a default not having previously been cured), LENDER, at its option and without demand or notice of any kind, may declare the Obligations to be immediately due and payable. Upon such Event of Default, LENDER shall have the rights and remedies of a secured party under the UCC with respect to the Collateral, and any other rights or remedies at law, in equity by agreement or otherwise. LENDER shall have the right to pursue any of its rights and remedies separately, successively or concurrently, and the exercise of any right or remedy shall not preclude its subsequent exercise at a later time or the exercise of other rights or remedies. Without limiting the foregoing, LENDER may (a) notify any or all creditors, account debtors or obligors of Dealer's default or of the security interest of LENDER in Dealer's accounts or chattel paper and direct payment of same to LENDER; (b) demand, receive, sue for and give receipts or acquittances for any moneys due or to become due on any account receivable, Retail Installment Contract, or under any chattel paper or endorse any item representing any payment on or proceeds of the Collateral; (c) assent to any or all extensions or postponements of time of payment or any other indulgence in release of the Collateral, to the addition or release of acceptance of partial payments and the settlement, compromise or adjustment of such claims, all in a manner and at times as LENDER shall deem advisable; (d) execute and

deliver for value all necessary or appropriate bills of sale, documents of title, and other documents and instruments in connection with the management or disposition of the Collateral or any part thereof; (e) hold, store, keep idle, lease, operate, remove, or otherwise use or permit the use of the Collateral or any part of it, for that time and upon those terms as LENDER, in its sole discretion, deems it to be in its own best interests; and (f) take possession of the Collateral and sell the same. For all such purposes, LENDER may, without prior notice, enter upon the premises on which the Collateral is situated (or is believed to be situated) and either cause the Collateral to remain on, be stored on, or managed at such premises at Dealer's expense, pending sale or other disposition of the Collateral or remove the Collateral to such other place as LENDER shall determine. Notwithstanding the foregoing rights, Dealer shall, upon LENDER's demand, make the Collateral available to LENDER at a place to be designated by LENDER which is reasonably convenient to both parties. Dealer hereby consents to the appointment of a receiver by any court of competent jurisdiction without necessity of notice, hearing, or bond.

8.2 Procedures. LENDER may comply with any provision of this Note and any applicable state or federal law requirements in connection with a disposition of the Collateral, and compliance will not be considered adversely to affect the commercial reasonableness of any sale of Collateral. LENDER may sell Collateral without giving any warranties and may specifically disclaim warranties, including warranties of title and the like. LENDER shall not be liable or accountable for the failure to seize, collect, realize, sell, or obtain possession or payment of all or any part of the Collateral and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing, selling or obtaining possession or payment of same or for the purpose of preserving any rights of LENDER, Dealer or any other person. LENDER shall not have any obligation to take any steps to preserve rights against prior parties to any Collateral, whether or not in LENDER's possession, and shall not be liable for failure to do so.

8.3 No Obligation to Pursue Others. LENDER shall have no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them, and LENDER may release, modify or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting LENDER's rights against Dealer. Dealer waives any right it may have to require LENDER to pursue any third person for any of the Obligations.

8.4 Sales on Credit. If LENDER sells any of the Collateral on credit, Dealer will be credited only with payments actually made by the purchaser, received by LENDER and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, LENDER may resell the Collateral and Dealer shall be credited with the proceeds of the sale.

8.5 Notice of Sale. Dealer agrees that motor vehicles are a type of collateral customarily sold on a recognized market and that LENDER therefore has no obligation to notify Dealer, or any other person, prior to their sale. In the event LENDER does send notice prior to sale of any Collateral, Dealer agrees that the sending of notice, whether delivered personally, by courier service or by certified or registered mail to any address of Dealer set forth in this Note, of the time and place of any public sale or the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof. LENDER may, without further notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place at which it was announced at the sale so adjourned.

8.6 Action Against Bond. To the extent not prohibited by law, Dealer authorizes LENDER to proceed in an action to collect on or

against any bond posted by Dealer with any state or local authorities.

8.7 No Marshalling. LENDER shall have no obligation to marshal any assets in favor of Dealer, or against or in payment of the Note, any Obligations or any other obligation owed to LENDER by Dealer or any other person.

8.8 Right of Set-Off. Upon the occurrence and during the continuance of an Event of Default, LENDER is authorized at any time and from time to time, without notice to Dealer, to set-off and apply, directly or through any of LENDER's affiliates, any and all deposits (whether general or special, time or demand, provisional or final, or otherwise) and other assets and properties at any time held in the possession, custody or control of LENDER or its affiliates, and any indebtedness at any time owing by LENDER or its affiliates to or for the credit, account or benefit of Dealer, against any and all of Dealer's Obligations.

9.0 GENERAL.

9.1 Indemnification. Dealer shall indemnify and hold LENDER harmless from and against any and all liabilities, 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 LENDER and in any action to enforce these indemnity rights as against the Dealer.

9.2 No Partnership; Joint Venture; Dealer's Business Affairs. Notwithstanding anything to the contrary herein contained or implied, LENDER, by this Note or by any action pursuant hereto, shall not be deemed to be a partner or joint venture of Dealer. Dealer furthermore agrees that notwithstanding the conditions of lending herein, the purchase or sale of Vehicles or Equipment by Dealer is in the ordinary course and, prior to an Event of Default, at the discretion and subject to the business judgment of Dealer. LENDER has no responsibility or liability of any kind with regard to the quantity, quality, condition, purchase price, or marketability of any item of Purchase Money Inventory. LENDER is not a party to any loss or gain in the sale of any Purchase Money Inventory sold by Dealer.

9.3 Expenses. Dealer agrees to pay in the ordinary course all LENDER's expenses and costs incidental to the financing provided for under this Note. Such costs shall include, but are not limited to, fees and out-of-pocket expenses incurred by LENDER or its counsel (including paralegals and similar persons) and any filing fees, stamp taxes, insurance or other charges associated with the creation, perfection, or maintenance of the security interest granted herein. Dealer agrees that if it fails or refuses to pay any taxes or assessments relating to the Collateral or maintain proper insurance coverage for the Collateral, LENDER may, but has no obligation to, pay said taxes or assessments and purchase a policy or policies of insurance and may treat amounts so expended as additional Obligations. Any amount so paid or advanced by LENDER, plus related costs, shall be repaid by Dealer on demand and shall bear interest at the highest rate permitted by law from the date of such payment or advance.

9.4 Notices. All notices, requests, or other communications by Dealer required by, permitted under, or relating to this Note shall be in writing. Any notice shall be effective (a) if delivered personally (or by courier) with signed receipt therefor, or (b) three days after dispatch, if delivered via certified or registered U.S. Mail, postage prepaid and addressed as follows:

If intended for LENDER

Automotive Finance Corporation
then addressed to LENDER at the LENDER corporate headquarters as listed on the web site currently located at URL www.AFCDEALER.com or a successor thereto.

Intended for Dealer

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 JANBAKISH DBA: AUTO MASTERS 3101 NOLENSVILLE RD NASHVILLE, TN 37211

All such notices shall be deemed reasonably and promptly given if the effective date thereof is at least five days prior to the event with respect to which notice is given.

- 9.5 Merger, Modification, Headings, Waiver. This Note and the documents contemplated hereby are intended by the parties as an amendment and restatement of any prior Promissory Note and Security Agreement or agreements with regard to the subject matter hereof. Notwithstanding the foregoing, this Note and the documents contemplated hereby contain the entire agreement of the parties with regard to the subject matter hereof, and shall be binding upon and inure to the benefit of the successors and assigns of the parties; however, no obligation or rights of Dealer shall be assignable. Dealer authorized LENDER to alter, amend or modify the Terms and Conditions of this Note at any time by posting a copy of such altered, amended or modified Terms and Conditions on its web site currently located at URL www.AFCDEALER.com or any successor web site. Any request for an Advance by Dealer and subsequent Advance by LENDER pursuant to Sections 2.1, 2.2 or 2.3 shall constitute the assent of the parties to the Terms and Conditions in effect at that time. The provisions of this Note may not be altered, amended, or modified by Dealer except in a writing signed by both parties. The parties acknowledge that the headings herein are for convenience only and shall not be considered in the interpretation of this Note.
- 9.6 Usury. Notwithstanding any provisions of this Note to the contrary, at no time shall Dealer be obligated to pay interest at a rate which would subject LENDER to either civil or criminal liability due to interest being in excess of the maximum rate LENDER is permitted by law to contract or Dealer is permitted by law to agree to pay. In such circumstances, the rate of interest hereunder shall be deemed to be immediately reduced to such maximum rate, and such interest and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Obligations as of the date such payment was made. Any such excess shall be held by LENDER for Dealer's benefit without interest and shall be subject to setoff by LENDER.
- 9.7 No Waiver. No delay or omission by LENDER to exercise any right or remedy shall (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to any Event of Default, or (c) affect any subsequent default, right or remedy of the same or of a different nature.
- 9.8 Demand Nature of Credit Facility. Dealer acknowledges and agrees that the financing evidenced by this Note is payable upon demand. Nothing in this Note is intended to nor shall be deemed to change the demand nature of this Note, including, without limitation, any reference to Events of Default, to annual financial statements, to Curtailment Dates, to Periods, or otherwise. Dealer acknowledges and agrees that LENDER, at any time, without notice and with or without reason, may demand that this Obligation be immediately paid in full. The Dealer acknowledges that demand may be made by LENDER even if the Dealer is in compliance with each and every term of this Note.
- 9.9 Signature. LENDER and Dealer expressly agree that LENDER may, at LENDER's option, execute this Note and the documents contemplated hereby by way of a signature stamp or other authorized facsimile signature of an LENDER officer. LENDER

and Dealer expressly agree that except as authorized under Section 2.10 or the attached Power of Attorney, Dealer may only execute this Note and the documents contemplated hereby by way of an original signature and not by way of a facsimile thereof.

- 9.10 Enforcement. LENDER and Dealer intend and believe that each provision in this Note complies with all applicable ordinances, laws, statutes and judicial and administrative decisions; however, if any provision in this Note is found by a court of law to be in violation of any applicable ordinances, laws, statutes, judicial or administrative decisions, or public policy, then it is the intent of the parties of this Note that such provision be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such provision were not contained herein and that the remainder of this Note continue in full force and effect.
- 9.11 JURISDICTION AND CHOICE OF LAW. THIS NOTE AND ANY AND ALL AGREEMENTS OR AUTHORIZATIONS EXECUTED BY DEALER OR LENDER IN CONNECTION HEREWITH 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 NOTE, DEALER 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 DEALER AGAINST LENDER RELATING TO THIS NOTE SHALL BE FILED AND CONDUCTED SOLELY IN SAID COURTS. LENDER MAY BRING ANY SUIT AGAINST DEALER UNDER OR RELATED TO THIS NOTE IN ANY COURT OF COMPETENT JURISDICTION, AND DEALER HEREBY CONSENTS TO LENDER'S CHOICE IN FORUM. DEALER 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. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9.12 WAIVER OF JURY TRIAL RIGHTS. DEALER 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 NOTE AND RELATED AGREEMENT(S), INSTRUMENTS OR TRANSACTIONS, OR ANY ASPECT OF THE PAST, PRESENT, OR FUTURE RELATIONSHIP OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. Nothing in this section shall be construed as limiting or waiving any right LENDER may have pursuant to Section 9.13 of this Agreement.
- 9.13 Arbitration. Except as expressly provided elsewhere in this Agreement, or as otherwise expressly agreed to in writing by LENDER, any and all questions or disputes arising from the operation of, the interpretation of, or, in any way connected with, this Agreement may, at the unilateral discretion and direction of LENDER, be submitted for final determination via arbitration pursuant to applicable laws of Indiana. In the event that litigation has been commenced by the Dealer or guarantor(s), (if any),

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

against LENDER prior to such submission, or if in the event that litigation has been commenced by LENDER against the Dealer, guarantor or any third party, at the sole discretion of LENDER to arbitrate such litigation, all parties to such litigation hereby agree to permanently discontinue, without delay, such litigation upon receipt of 15 days written notice. The arbitration shall be conducted by a single arbitrator. Each party shall select a certified arbitrator. Those arbitrators shall then select one arbitrator who shall arbitrate the case. Any arbitrator selected shall be qualified to conduct commercial arbitrations under the provisions of the applicable laws of Indiana. The proceedings before the arbitrator shall take place in Hamilton County, Indiana or such other place as the arbitrator may direct. The parties to this Agreement, including guarantor(s), (if any), agree and represent to one another that the decision or award of the arbitrator so appointed shall be final and binding upon such parties and shall not be subject to appeal or judicial review. The parties to this Agreement, including the guarantor(s), (if any), represent to one another that this section constitutes an express agreement between them to arbitrate in the event that LENDER, in its sole discretion, decides to submit a question or dispute to arbitration. The parties to this Agreement hereby agree that the costs of the arbitration shall be Obligations as defined in this Agreement.

9.14 Title Processing Fees. If LENDER determines that it is necessary or desirable to transfer or convert title or obtain a new or replacement title for any Vehicle, Dealer agrees to pay LENDER a title transfer or processing fee not to exceed \$100 for each title processed, in addition to all of LENDER's expenses and costs incidental thereto, which shall include, but are not limited to, fees and out-of-pocket expenses incurred by attorneys (including paralegals and similar persons) and any filing fees or taxes.

9.15 Attorneys' Fees, Expenses and Costs. In addition to all other amounts payable hereunder by Dealer, Dealer agrees to reimburse LENDER on demand for any and all attorneys' (including paralegals' and similar persons') fees (not less than 15% of the outstanding Obligations where not prohibited by law), accountants' fees, appraisers' fees, and all expenses and costs


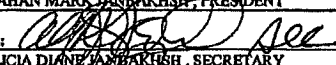
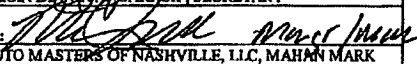
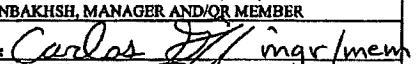
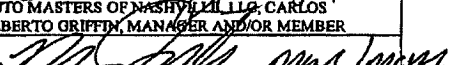


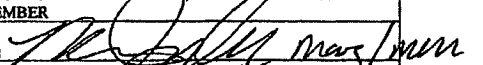
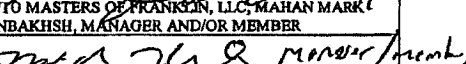
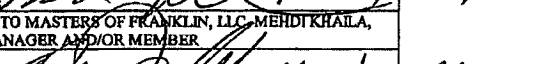
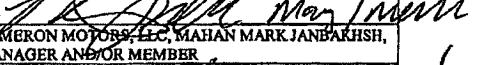

incurred in collecting or enforcing payment of the Obligations hereunder or in curing any default, including without limitation those fees and costs incurred (a) with or without suit; (b) in any appeal; (c) in any bankruptcy, insolvency or receivership proceeding; and (d) in any post-judgment collection proceedings, plus interest at the rate provided herein.

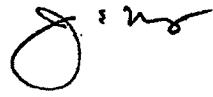
9.16 Communication. Dealer acknowledges that Dealer is obtaining credit from, or is guaranteeing credit from, LENDER. Dealer authorizes LENDER to share any and all information that it possesses regarding Dealer's account, including but not limited to information regarding Dealer's loan history, account history, account balance, credit worthiness, and inventory vehicle data with any third party. Dealer does hereby authorize LENDER to release and disclose any and all of Dealer's general business information now or hereinafter in LENDER's possession, including but not limited to information regarding the business name, address, and telephone number, to any third party. Dealer also authorizes LENDER to release and disclose any and all of Dealer's account and inventory information now or hereinafter in LENDER's possession, including but not limited to any and all inventory vehicle data loan documents, any business financial information retained or maintained by LENDER, and/or any information relating to the Dealer's performance history with LENDER to any third party. Dealer authorizes LENDER, and its respective affiliates, subsidiaries and parent companies to: a) send facsimile transmissions to Dealer at the facsimile numbers listed as Dealer's facsimile number in any communication sent from time to time by Dealer; b) make telephone calls to Dealer at the telephone numbers listed as Dealer's telephone number in any communication sent from time to time by Dealer; c) send emails to Dealer at the email addresses listed as Dealer's email address in any communication sent from time to time by Dealer; and d) communicate to Dealer via any and all other forms of communications, for the purposes of including, but not limited to marketing, collection and any other communication needs. Dealer agrees that this permission will remain in effect until cancelled by Dealer in writing.

Dealer's Name and Dealer's Place(s) of Business:

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 JANBAKSH DBA: AUTO MASTERS
3101 NOLENSVILLE RD
NASHVILLE, TN 37211

WHEREFORE, the Dealer has on behalf of themselves individually and in their representative capacity, executed this Note on the First day of November, 2010.

Dealer: 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 JANBAKSH DBA: AUTO MASTERS	
By: 	MAHAN MARK JANBAKSH, PRESIDENT
By: 	ALICIA DIANE JANBAKSH, SECRETARY
By: 	AUTO MASTERS OF NASHVILLE, LLC, MAHAN MARK JANBAKSH, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS OF NASHVILLE, LLC, CARLOS ALBERTO GRIFFIN, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS OF SMYRNA, LLC, MAHAN MARK JANBAKSH, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS OF SMYRNA, LLC, MEHBAN MAZLAGHANI JANBAKSH, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS OF FRANKLIN, LLC, MAHAN MARK JANBAKSH, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS OF FRANKLIN, LLC, MEHDI KHAILA, MANAGER AND/OR MEMBER
By: 	CAMERON MOTORS, LLC, MAHAN MARK JANBAKSH, MANAGER AND/OR MEMBER
By: 	CAMERON MOTORS, LLC, MEHDI KHAILA, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS, LLC, MAHAN MARK JANBAKSH, MANAGER AND/OR MEMBER
By: 	AUTO MASTERS, MAHAN MARK JANBAKSH, OWNER

Automotive Finance Corporation	
	
By:	An AFC Officer
To be executed at AFC corporate office	

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DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

FOR VALUE RECEIVED, each of the undersigned dealers (hereinafter referred to jointly and severally as the "Dealer" which term shall mean as applicable each of the undersigned individually and all of the undersigned collectively) on behalf of themselves individually and in their representative capacity hereby promises to pay to the order of Automotive Finance Corporation, an Indiana corporation ("LENDER"), with its principal office listed on the web site currently located at URL www.AFCDEALER.com or a successor thereto or such other place as LENDER may designate, the principal sum of One Million Dollars (\$1,000,000) (the "Aggregate Advance Limit") or such greater or lesser principal amount as may be outstanding pursuant hereto, with interest on any outstanding balance prior to an Event of Default, as defined in Section 7.0 hereof, at the rate of interest (based upon a 360 day year, compounded daily) set forth in the Term Sheet and as amended from time to time; provided, however, that in no event shall the calculation of prime rate in the Term Sheet be at a rate less than five percent (5%) per annum. In the event that no Term Sheet is executed or effective, then interest shall accrue at a variable rate, adjusted each business day, based upon the most recent prime rate published in The Wall Street Journal plus five percent (5%) per annum; provided, however, that in no event shall the calculation of prime rate be at a rate less than five percent (5%) per annum. Interest shall accrue from, the earlier of the date of a requested Advance or the date that an Obligation is incurred and shall be compounded daily. After an Event of Default, interest shall accrue at a rate of fifteen percent (15%) per annum, with such interest compounded daily and accruing from the date on which the Event of Default first occurred. All payments shall be made in lawful money of the United States and in immediately available funds, whether in cash, via check, via ACH, via certified funds, or otherwise.

Until demand by LENDER or until an Event of Default (at which time the Obligations shall at LENDER's option and without notice become immediately due and payable in full), Dealer shall pay the Obligations as provided in Section 2.6.

The Dealer: (a) waives demand and presentment for payment, protest, notice of protest and notice of non-payment or dishonor of this Note; (b) consents to any extension of the time of payment hereof; (c) waives all defenses based on suretyship or impairment of collateral; and (d) waives any defenses which the Dealer may assert on the Obligations 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.

In consideration of the premises and the mutual covenants and conditions contained herein, the parties further agree as follows:

AGREEMENT

1.0 **DEFINITIONS.** When used herein, the following terms shall have the following meanings:

- 1.1 ACH- an electronic network for financial transactions, also known as automated clearing house payment system, which processes credit and debit transactions including payments by or on behalf of Dealer or LENDER.
- 1.2 Advance - discretionary loan(s) to Dealer or payment(s) on behalf of Dealer by LENDER pursuant to the terms of this Note.
- 1.3 Aggregate Advance Limit - the maximum lending limit, as set forth above.
- 1.4 Check - a payment by or on behalf of Dealer to LENDER which is other than a payment in cash, via ACH or via certified funds.
- 1.5 Collateral - all of Dealer's assets and properties wherever located, including without limitation (a) all machinery, furniture, and Equipment of any kind now owned or hereafter acquired by Dealer,

(b) all Vehicles, vehicle parts, and other inventory of any kind now owned or hereafter acquired by Dealer, including, without limitation, the Purchase Money Inventory as hereinafter defined, (c) all documents, including but not limited to Titles, accounts, Retail Installment Contracts, chattel paper, electronic chattel paper, leases, insurance policies, instruments, fixtures, investment property, monies, certificates of deposit, deposit accounts, letter of credit rights, supporting obligations, and general intangibles (including payment intangibles) now owned or hereafter acquired by Dealer, (d) any and all proceeds, products, additions, accessions, accessories, and replacements of the foregoing, (e) all of Dealer's computer records, software, business papers, ledger sheets, files, books, and records relating to the foregoing, now owned or hereafter acquired, and (f) the following:

- 1.6 Curtailment Date - that certain day at the end of the Period when all Obligations concerning or relating to an item of Purchase Money Inventory become due and payable.
- 1.7 Dealer's Place of Business - any or all of the following location: (a) the place where the Collateral and Dealer's books and records are kept; (b) the place from which Dealer's business affairs and operations are conducted, unless otherwise disclosed in writing to LENDER by Dealer; and (c) the place where Dealer's registered office is located.
- 1.8 Equipment - all goods, other than inventory, of any kind and wherever located.
- 1.9 Floorplan Fee - that non-refundable fee payable to LENDER by Dealer in the amount set forth on the Term Sheet for each Period, or portion thereof, in which an Advance for each individual item of Purchase Money Inventory is outstanding, provided that in the event no Term Sheet is executed and effective, then the Floorplan Fee shall be equal to One Hundred Dollars (\$100.00). Notwithstanding the foregoing or any provision in the Term Sheet to the contrary, LENDER reserves the right to charge a Floorplan Fee in a higher amount as a condition to making an Advance if, in its sole discretion, LENDER determines that the circumstances so warrant.
- 1.10 Interest - those finance charges owed by Dealer to LENDER on all outstanding Obligations, which charges shall begin to accrue, on the earlier of the date of each Advance or the date that an Obligation is incurred, compounded daily, and shall be payable at the rate and upon the terms and conditions set forth in this Note.
- 1.11 Late Fee - that non-refundable fee payable to LENDER by Dealer, in the amount equal to the Floorplan Fee for each item of Purchase Money Inventory, assessed each week, or portion thereof, that Dealer fails to repay Obligations under this Note when due as provided by this Note. Dealer agrees that this Late Fee is a reasonable estimate of LENDER's probable losses due to the delay, inconvenience, and administrative expenses associated with late payment. LENDER may also include in the Late Fee an amount equal to the lesser of \$25 or the maximum amount permitted by law for each Check tendered to LENDER, by or on behalf of Dealer, that is subsequently dishonored, in addition to any charge or fee imposed by the depository institution for each returned or dishonored item and any other charges or fees permitted by law.
- 1.12 NAP Fee - that non-refundable fee payable to LENDER by Dealer, in the amount set forth on the Term Sheet for each individual item of Purchase Money Inventory acquired by Dealer as a Non-Auction Purchase, provided that in the event no Term Sheet is executed and effective or no NAP Fee is listed in the Term Sheet, then the NAP Fee shall be equal to Seventy-five Dollars (\$75.00). Notwithstanding the foregoing or any provision in the Term Sheet to the contrary, LENDER reserves the right to charge a NAP Fee

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in a higher amount as a condition to making an Advance for a Non-Auction Purchase if, in its sole discretion, LENDER determines that the circumstances so warrant.

- 1.13 Non-Auction Purchase - a transaction other than an Approved Auction Purchase in which any Vehicle, vehicle part, or goods of any kind, is now or hereafter acquired or refinanced by Dealer.
- 1.14 Note - this Demand Promissory Note and Security Agreement.
- 1.15 Number of Curtailment Date Extensions - the number of times set forth on the Term Sheet, that the Curtailment Date may be extended for an item of Purchase Money Inventory pursuant to this Note, provided that in the event no Term Sheet is executed and effective, the Number of Curtailment Date Extensions shall be zero (0).
- 1.16 Obligations - all Advances, debts, Purchase Money Inventory Obligations, liabilities, financial obligations, charges, expenses, fees, attorney fees, costs of collection, covenants, and duties owing, arising, due, or payable from Dealer to LENDER 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 direct or indirect (including those acquired by assignment), absolute or contingent, primary or secondary, due or become due, now existing or hereafter arising and however acquired including, without limitation, all Interest, Floorplan Fee(s) and Late Fee(s), and other expenses, costs or fees provided for herein.
- 1.17 Odometer Disclosure Statement - that statement of mileage for a Vehicle required, by the Motor Vehicle Information and Cost Savings Act as amended (49 U.S.C. § 32701 *et seq.*) and the regulations implementing same (49 C.F.R. § 580 *et seq.*), to be provided to a Vehicle transferee by the transferor.
- 1.18 Period - that number of days set forth on the Term Sheet, beginning on the earlier of the date of a requested Advance or the date that an Obligation is incurred and ending on the Curtailment Date that an item of Purchase Money Inventory will be financed by LENDER pursuant to this Note, provided that in the event no Term Sheet is executed and effective, then the Period shall be thirty (30) days.
- 1.19 Purchase Money Inventory - any and all Vehicles, vehicle parts, or goods of any kind, now or hereafter acquired by Dealer with an Advance.
- 1.20 Purchase Money Inventory Obligations - the liabilities owing, arising, due, or payable from Dealer to LENDER with respect to specific Advances for specific items of Purchase Money Inventory now existing or hereafter arising.
- 1.21 Retail Installment Contract - that contract of sale and security agreement, whether or not constituting chattel paper under Article 9 of the UCC, whereby Dealer sells Purchase Money Inventory to a retail customer in the ordinary course of Dealer's business.
- 1.22 Term Sheet - that agreement in effect from time to time executed by Dealer and LENDER containing information including but not limited to the Floorplan Fee, Interest and Period, and incorporated herein by reference as Exhibit A.
- 1.23 Title - the certificate of title or other document issued by a duly authorized state, province or government agency evidencing ownership of a Vehicle.
- 1.21 UCC - the Uniform Commercial Code as enacted in Indiana and amended from time to time. Any term used in the UCC and not defined herein has the meaning given to the term in the UCC as presently enacted in Indiana or modified hereafter.
- 1.22 Vehicle - a vehicle, the ownership of which is embodied in a Title, driven or drawn by mechanical power, manufactured primarily for use on the public streets, roads, and highways.

- 1.23 Terms and Conditions - All provisions of this Note, excluding any language specifically referencing Dealer by individual or business name or address, or referencing the dollar amount of Dealer's Aggregate Advance Limit.

2.0 FINANCING PROCEDURES

- 2.1 Discretionary Advances LENDER may, in its sole discretion, from time to time make an Advance to or on behalf of Dealer for the purpose of enabling Dealer to purchase and/or hold Purchase Money Inventory for resale, and for other purposes as determined in LENDER's sole discretion. Dealer acknowledges and agrees that LENDER may, with or without cause, refuse to make an Advance. Dealer further agrees that LENDER's decision to make an Advance shall be binding only if it is in writing and signed by LENDER. Dealer and LENDER agree that Dealer is not obligated to finance any Purchase Money Inventory, or any other assets through LENDER.
- 2.2 Advance Requests: Purchase Money Inventory Dealer may request an Advance for the purpose of enabling Dealer to purchase and hold an item of Purchase Money Inventory for resale by providing LENDER with: (a) a copy of the bill of sale which indicates the vendor and the actual purchase price of the Purchase Money Inventory; and (b) as to Vehicles, a completed Odometer Disclosure Statement and the Title duly assigned to Dealer.
- 2.3 Advance Requests: Other Purposes Dealer may request an Advance for purposes other than enabling Dealer to purchase and hold an item of Purchase Money Inventory for resale by providing LENDER with: (a) a written request setting forth the purpose for the requested Advance, and (b) such other information as LENDER may require. If LENDER elects to make any such Advance, the Advance shall be deemed an additional Obligation under this Note from the date on which the Advance is made.
- 2.4 Conditions to Advances As a condition precedent to an Advance, Dealer shall deliver to LENDER, at LENDER's request, a certificate in a form acceptable to LENDER certifying that (a) no Event of Default has occurred or is continuing, (b) Dealer is in complete compliance with the terms and conditions of this Note, (c) all prior Advances made for the purpose of enabling Dealer to purchase an item of Purchase Money Inventory have only been used to purchase Vehicles encumbered by this Note, (d) no material adverse affect to the operation or prospects of Dealer (financial, business, labor or otherwise) exists or is threatened, (e) no checks issued by Dealer to LENDER have been dishonored, and (f) such other information as LENDER may request. In addition, if the Advance request is for the purpose of enabling Dealer to purchase and hold an item of Purchase Money Inventory for resale, Dealer shall deliver to LENDER, at LENDER's request, a certificate in a form acceptable to LENDER, certifying that the Advance will be used only to purchase Vehicles encumbered by this Note.
- 2.5 Advances Without Request If at any time including but without limitation during an Event of Default or acceleration under this Agreement, Dealer is in default on any obligation to a third party, LENDER may in its sole discretion elect, but is not required, to make payment or transfer on Dealer's behalf to the third party, in any amount up to the total obligation owed by Dealer to the third party, as a means of satisfying Dealer's obligation to the third party in whole or in part. If LENDER elects to make any such payments or transfers, they shall be deemed additional Obligations under this Note from the date on which the payment or transfer is made. Such payments or transfers may be made without prior notice to Dealer and without regard to any Aggregate Advance Limit then in effect for Dealer.
- 2.6 Repayment of Purchase Money Inventory Obligations and Obligations Dealer shall pay to LENDER at the offices of LENDER the Purchase Money Inventory Obligations and the Obligations, on

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demand and without notice, with respect to an item of Purchase Money Inventory on the earlier of: (a) forty-eight (48) hours after the disposition by sale or otherwise of an item of Purchase Money Inventory; or (b) the Curtailment Date. LENDER shall apply applicable payments to the Purchase Money Inventory Obligation incurred from said item of Purchase Money Inventory. Notwithstanding anything herein to the contrary including Sections 3.0 and 4.0 if, after the disposition by sale or otherwise and subsequent payment to LENDER as delineated above, a shortage exists between any payments received by LENDER and the Purchase Money Inventory Obligation with respect to an item of Purchase Money Inventory, that shortage shall be considered an Obligation owed by Dealer to LENDER and secured with Collateral other than Purchase Money Inventory. The order and method of application of payments of the Obligations, excluding payments with respect to Purchase Money Inventory Obligations, shall be at the sole discretion of LENDER. Notwithstanding anything herein to the contrary, LENDER reserves the right to require that all payments be made via ACH, and Dealer shall execute an ACH payment authorization upon request.

- 2.7 Extension of Curtailment Date. If Dealer is in compliance with all other provisions of this Note, LENDER may, in its sole discretion, permit an extension of the Curtailment Date relative to an item of Purchase Money Inventory for a Period, upon the payment of Interest, Floorplan Fee(s) and a minimum of Ten Percent (10%) of the outstanding Advance relating to such item of Purchase Money Inventory.
- 2.8 Presumptions Regarding Outstanding Balance. The date and amount of each Advance made by LENDER and of each repayment of principal or interest thereon shall be recorded by LENDER. The aggregate unpaid principal amount, interest, fees, and other Obligations so recorded by LENDER shall constitute prima facie evidence of the sums owing and unpaid under this Note; provided, however, that the failure by LENDER to so record any such amount or any error in so recording any such amount shall not limit or otherwise affect the liability of Dealer under this Note to repay the Obligations.
- 2.9 Purchase Money Inventory and Title Control. At any and all reasonable times Dealer shall allow LENDER's officers, employees, agents, attorneys, designees and representatives (including but not limited to representatives of AutoVin, Inc., its successors, affiliates, subsidiaries and parent companies) access to Dealer's books and records and the Dealer's Place of Business for the purpose of conducting an audit of Dealer's inventory, books and records. Dealer agrees to pay all of LENDER's expenses in conducting such audit. Dealer may request the Title to a Vehicle or Vehicles held by LENDER for purposes of correcting same or taking said Vehicle(s) to an auction. If LENDER in its sole discretion agrees with such request, Dealer shall deliver to LENDER a Check or draft in an amount equal to the Advance(s) relating to such Vehicle(s). Unless such Title(s) are returned to LENDER within the time period established by LENDER, (a) LENDER may (i) deposit or present such check or draft for payment or (ii) process such payment via ACH and return the Check to Dealer, and (b) any outstanding Obligation(s), Floorplan Fee(s) or accrued interest relating to Advance(s) for such Vehicle(s) shall become immediately due and payable.
- 2.10 Authorization of LENDER. By execution of this Note, Dealer authorizes LENDER and any of its officers or employees to take any and all action to secure and perfect its interest in the Collateral including but not limited to taking possession of the Collateral and executing and filing, on behalf of Dealer and without Dealer's signature, original financing statements, amendments, continuation statements, and any other documents LENDER deems necessary or desirable to protect its interests. Dealer authorizes LENDER to supply any omitted information and correct errors in any document executed by or on behalf of Dealer, and to contact any bank or other depository institution to obtain account information concerning

Dealer. Dealer authorizes LENDER 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 LENDER in LENDER's sole discretion deems necessary for purposes of including, but not limited to assessing my credit worthiness, collection of any outstanding debt, and obtaining intercreditor agreements and perfecting LENDER's security interest (hereinafter collectively referred to as "Credit Screening"). Dealer also authorizes LENDER to contact any third parties to disclose information, including information contained in this Note, for the purposes of Credit Screening. Dealer also authorizes LENDER to disclose the above described information to any of its affiliates, subsidiaries, and parent companies. Further, Dealer authorizes LENDER to review Dealer's account periodically, which could include obtaining additional credit reports for the purpose of Credit Screening. Dealer authorizes LENDER to disclose my credit information into any credit database. In addition, Dealer shall execute the Power of Attorney incorporated herein by reference as Exhibit B.

- 3.0 GRANT OF SECURITY INTEREST. To secure Dealer's prompt payment of the Purchase Money Inventory Obligations, Dealer hereby grants to LENDER a lien and a purchase money security interest in the Purchase Money Inventory and the Titles thereto. To secure Dealer's prompt payment of the Obligations, Dealer hereby grants to LENDER a lien and security interest in all of the Collateral except the Purchase Money Inventory. Dealer understands and agrees that LENDER at all times intends to maintain the status of a purchase money secured creditor with priority rights in the Purchase Money Inventory as provided under the UCC. Therefore, to the extent purchase money status can still be maintained under applicable law, Dealer also grants LENDER a lien and a security interest as follows: (a) the Purchase Money Inventory also secures Obligations that are not Purchase Money Inventory Obligations, and (b) Collateral that is not Purchase Money Inventory also secures Purchase Money Inventory Obligations.
- 4.0 SALES OF PURCHASE MONEY INVENTORY. Unless and until an Event of Default shall have occurred, Dealer may sell the Purchase Money 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 LENDER may have hereunder or under any other agreement in any proceeds or replacements of the Purchase Money Inventory. Upon the sale of any item of Purchase Money Inventory, Dealer shall hold the amount received from the disposition of inventory in Trust for the benefit of LENDER and Dealer shall pay to LENDER, in accordance with Section 2.6, an amount equal to the unpaid balance of the Purchase Money Inventory Obligations and Obligations relating to such Purchase Money Inventory.
- 5.0 DEALER'S COVENANTS. Until payment in full of all of the Obligations or unless LENDER shall otherwise consent in writing, each individual undersigned Dealer covenants and agrees as follows:
- 5.1 Disposition of Purchase Money Inventory. Unless Purchase Money Inventory is the subject of a Retail Installment Contract that satisfies the requirements of Section 6.7 or is sold pursuant to Section 4.0, Dealer shall not attempt to or actually, sell, lease, transfer, mortgage, encumber, or otherwise dispose of the Purchase Money Inventory, any part thereof, or any interest therein, or remove, for a period exceeding twenty-four (24) hours, any item of Purchase Money Inventory from the Dealer's Place of Business. In addition, Dealer shall keep the Purchase Money Inventory free from any lien, security interest, mortgage, claim, charge or other encumbrance, other than those granted pursuant to this Note or permitted in writing by LENDER.
- 5.2 Unconditional Payment Obligation. Dealer's obligation to make full payment under this Note is unconditional and shall not be affected by claims or disputes Dealer may have against any other person, including but not limited to claims or disputes Dealer may have

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against any person or entity who transferred, conveyed, or sold one or more Vehicles to Dealer.

- 5.3 Maintenance of Collateral. Dealer shall keep and maintain the Purchase Money Inventory in good repair and safe condition, and not cannibalize, alter or substantially modify the Collateral, nor secrete or conceal the Collateral.
- 5.4 Dealer's Books and Records. Dealer has kept and shall continue to keep true and accurate books and records concerning its business affairs and the Collateral. Such books and records shall contain full and correct entries of all business transactions and shall be kept in accordance with generally accepted accounting principles consistently applied. Dealer shall at least annually and upon request furnish financial statements to LENDER based upon said books and records and upon request shall permit LENDER to inspect, make extracts from and receive from Dealer originals or true copies of Dealer's books and records and any papers relating to the Collateral. All financial statements submitted to LENDER shall fairly present the financial condition of Dealer and any other person or entity identified in such financial statements as of the preparation date. Dealer shall notify LENDER, in writing, of any material adverse change in the financial condition of Dealer as compared to any prior financial statements submitted to LENDER.
- 5.5 Insurance. Dealer shall keep the Collateral insured against such risks and in an amount equal to the Aggregate Advance Limit or such lesser amount as LENDER may from time to time permit and with such insurer or insurers as LENDER may from time to time approve. Dealer shall provide LENDER, or LENDER's designees, with copies of its policies of insurance covering the Collateral together with evidence that the premium therefor has been paid and that LENDER has been named as loss payee or additional insured on such policies. The proceeds of loss under such policies are hereby assigned to LENDER. If LENDER determines, in its sole discretion, that Dealer has not maintained adequate insurance coverage for the Collateral, LENDER may, but has not obligation to, purchase a policy or policies of insurance (through forced placement or otherwise) any may treat amounts so expended as additional Obligations. The risk of loss or damage to the Collateral shall at all times remain solely with Dealer.
- 5.6 Litigation Notice. Dealer shall provide to LENDER within five (5) days after service of process, notice of any litigation, arbitration, or other proceeding by or before any court, governmental agency, or entity affecting Dealer.
- 5.7 Taxes. Dealer has paid and shall pay all taxes and assessments relating to its business affairs and shall pay all taxes and assessments at any time levied on the Collateral as and when the same become due and payable in the ordinary course. If Dealer fails to pay taxes or assessments relating to the Collateral, LENDER may, but has no obligation to, pay said taxes or assessments and may treat amounts so expended as additional Obligations.
- 5.8 Further Assurances. Dealer shall execute any and all documents necessary to confirm an Advance or perfect LENDER's lien and security interest in the Collateral. Dealer shall, at any time and at the request of LENDER, assign in writing any or all Retail Installment Contracts and deliver the originally executed Retail Installment Contracts to LENDER.
- 5.9 Acknowledgments. Dealer acknowledges that LENDER has relied on Dealer's Covenants and Dealer's Representations and Warranties as delineated in this Note, and is not charged with any contrary knowledge that may be ascertained by examination of the public records, or that may have been received by any officer, director, agent, employee, representative or shareholder of LENDER.
- 5.10 Changes in Dealer's Business. Upon the execution of this Note, Dealer shall provide LENDER with a document listing Dealer's
- Place of Business. Dealer shall provide LENDER written notice within 30 days of any of the following: (a) any change in Dealer's Place of Business or chief executive office, (b) any change in the corporate, business or ownership structure of Dealer, (c) any change in the state or jurisdiction of incorporation, organization or business entity registration of Dealer, (d) any change in the legal name or trade name of Dealer, (e) any consolidation or merger with any other person or entity, (f) any change in control of Dealer, (g) any sale, transfer or insurance of equity securities or reclassification, readjustment or other change in capital structure, or (h) any amendment to Dealer's articles, by-laws or other organizational documents.
- 5.11 Notice to Account Debtors. Dealer shall, at any time and at the request of LENDER, notify any or all account debtors or obligors that LENDER has the right to enforce Dealer's rights against the account debtors or obligors, that LENDER has a security interest in the accounts and chattel paper, and that the account debtors and obligors must direct payment to LENDER.
- 5.12 Guaranties. At the request of LENDER prior to the execution of this Note and at any time thereafter, Dealer shall deliver to LENDER a duly executed guaranty or guaranties of a third party or parties which is incorporated herein by reference as Exhibit C.
- 5.13 Control Agreements. Dealer shall cooperate with LENDER in obtaining control agreements or similar type agreements in form and substance satisfactory to LENDER with respect to Collateral consisting of deposit accounts, certificates of deposit, investment property, letter of credit rights and electronic chattel paper, certified or uncertified securities, and other collateral which may require steps in addition to filing a financing statement to perfect LENDER's security interest. In the event satisfactory control agreements cannot be obtained, Dealer shall cooperate with LENDER in placing the account or other property in LENDER's name as owner or co-owner.
- 6.0 DEALER'S REPRESENTATIONS AND WARRANTIES. On the date of this Note and until the Obligations are paid in full and Dealer has performed all of its obligations hereunder, the representations and warranties contained in this Note and every factual matter in any other document delivered to LENDER by or on behalf of each individual undersigned Dealer shall be true and correct in all material respects for each individual undersigned Dealer and will remain true and correct for each individual undersigned Dealer.
- 6.1 Permits and Licenses. Dealer has all applicable permits and licenses necessary to conduct business as a retail or wholesale seller, as applicable, of the Collateral. Dealer has all required government certificates, licenses, registrations, and charters to operate as the entity or business type identified and is in good standing with all applicable governmental authorities. Dealer shall comply with, and not permit any violation by its agents or employees of, all applicable laws, regulations, and orders of public authorities relating to Dealer's business affairs and the Collateral.
- 6.2 Authority. The undersigned is legally competent, and has been duly authorized by all necessary action, to execute and deliver this Note and consummate all of the transactions contemplated hereby. Dealer has now and will have at the time of each Advance full right, power, and authority to borrow in the manner and on the terms and conditions set out in this Note, and to grant LENDER the lien and security interest granted in this Note without the consent or approval of any third party or public authority.
- 6.3 Ownership. Dealer has now and will have at the time of each Advance good and marketable title to the Purchase Money Inventory, free and clear of all liens, security interests, mortgages, charges, claims, and other encumbrances or interests whatsoever, except the lien and security interest granted under this Note, or except as permitted by LENDER in writing or acknowledged by LENDER's written notification to such third party advising such third party of

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LENDER's purchase money security interest in the Purchase Money Inventory and the proceeds thereof.

- 6.4 **Enforceability.** This Note, and any other agreements or documents contemplated herein or executed in connection herewith, constitute valid and binding obligations of the Dealer and all are enforceable in accordance with their respective terms.
- 6.5 **Litigation.** 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.
- 6.6 **Check Representations.** With each and every payment to LENDER by Check, Dealer represents and warrants (regardless of whether Dealer is the drawer of the Check), that, at the time of issuance of the Check and at the time such Check may be presented for payment, the account upon which such Check is drawn contains immediately available funds sufficient for payment of that Check and all other Checks issued or outstanding at that time.
- 6.7 **Retail Installment Contract Representations.** With respect to each Retail Installment Contract: (a) Dealer is the owner thereof; (b) Dealer has made all filings, recordings, and has taken all necessary actions (including registration on a certificate of title) which are required to perfect Dealer's interest with respect to the Collateral therein; (c) such Retail Installment Contract is the result of a bona fide transaction entered into in the ordinary course of Dealer's operations; (d) such Retail Installment Contract is true, valid, genuine, binding, and enforceable in accordance with the written terms thereof; (e) such Retail Installment Contract is the only chattel paper with respect to the subject thereof; (f) such Retail Installment Contract is and will continue to be free from all defenses, setoffs, and counterclaims of any kind; (g) such Retail Installment Contract conforms with all applicable laws; (h) except as to any interest disclosed in writing to LENDER, such Retail Installment Contract is free from all security, liens, and/or encumbrances; and (i) the property which is the subject of the Retail Installment Contract has been delivered to the retail purchaser under such Retail Installment Contract.
- 6.8 **Lot Representation.** All Vehicles located at Dealer's place of business constitute inventory for resale in the ordinary course of Dealer's business unless the Vehicle is plainly marked otherwise. None of the Vehicles are in Dealer's possession pursuant to a consignment or other agreement providing that someone other than Dealer is the Vehicle's owner or has rights in the Vehicle superior to the rights of Dealer or LENDER, unless (a) LENDER has been notified in writing that such Vehicles are in Dealer's possession and (b) the Vehicles are plainly so marked and identified.
- 6.9 **Name of Dealer.** Dealer's legal name is precisely the name set forth as such on the last page of this Note.
- 6.10 **State of Organization.** Dealer's state of incorporation, organization or other business entity registration is the state or jurisdiction set forth as such on the last page of this Note. Upon request, Dealer shall furnish to LENDER an official certificate from the appropriate governing authority evidencing the current legal status of Dealer's business organization.
- 7.0 **EVENT OF DEFAULT.** Each and every one of the following events shall be considered an Event of Default:
- 7.1 the default in any payment or repayment when due of any of the Purchase Money Inventory Obligations or Obligations, as provided in the Note;
- 7.2 LENDER's deeming itself insecure regarding the Collateral or the possibility of Dealer's default in any payment or repayment of any of the Obligations;
- 7.3 LENDER's receipt of any report indicating that LENDER is not prior to all other liens, security interests, mortgages, charges, claims, encumbrances or interests of any kind in the Purchase Money Inventory, except as expressly permitted by LENDER in writing or acknowledged by LENDER's written notification to such third party advising such third party of LENDER's purchase money security interest in the Purchase Money Inventory and the proceeds thereof;
- 7.4 the default in payment or performance of any debt or obligation of Dealer whether to LENDER or to a third party;
- 7.5 LENDER determining, in its sole discretion, that any covenant, warranty, representation, or statement made by Dealer in connection with this Note, related documents, any Advance or otherwise to or for the benefit of LENDER has been breached or is false or misleading;
- 7.6 the loss, theft, damage, destruction, sale (except as permitted by Section 4.0), or encumbrance of the Collateral, or the making of any levy, seizure, attachment, or execution against Dealer or any of its property;
- 7.7 the inability of Dealer or any guarantor to pay debts as they mature, insolvency of Dealer or any guarantor, appointment of a receiver for Dealer or any guarantor, assignment for the benefit of creditors by Dealer, commencement of any proceeding under any bankruptcy or insolvency law by or against Dealer or any guarantor, or entry of or issuance of any order of attachment, execution, sequestration, or other order in the nature of a writ is levied upon the Collateral;
- 7.8 the death or incompetency of Dealer if Dealer is an individual or any guarantor, or the death, incompetency, or resignation of a principal stockholder, officer, or manager of Dealer or any guarantor;
- 7.9 dissolution, merger or consolidation, or transfer of any substantial part of the property of Dealer or of any guarantor; or
- 7.10 LENDER's determination, in its sole discretion, that control contests or other management disputes within or regarding the Dealer threaten or may threaten the timely repayment of the Obligations by Dealer.
- 7.11 An Event of Default by any one undersigned Dealer shall be deemed an event of default by all the undersigned Dealers.
- 8.0 **REMEDIES**
- 8.1 Whenever an Event of Default shall exist, or at any time thereafter (such a default not having previously been cured), LENDER, at its option and without demand or notice of any kind, may declare the Obligations to be immediately due and payable. Upon such Event of Default, LENDER shall have the rights and remedies of a secured party under the UCC with respect to the Collateral, and any other rights or remedies at law, in equity by agreement or otherwise. LENDER shall have the right to pursue any of its rights and remedies separately, successively or concurrently, and the exercise of any right or remedy shall not preclude its subsequent exercise at a later time or the exercise of other rights or remedies. Without limiting the foregoing, LENDER may (a) notify any or all creditors, account debtors or obligors of Dealer's default or of the security interest of LENDER in Dealer's accounts or chattel paper and direct payment of same to LENDER; (b) demand, receive, sue for and give receipts or acquittances for any moneys due or to become due on any account receivable, Retail Installment Contract, or under any chattel paper or endorse any item representing any payment on or proceeds of the Collateral; (c) assent to any or all extensions or postponements of time of payment or any other indulgence in release of the Collateral, to the addition or release of acceptance of partial payments and the settlement, compromise or adjustment of such claims, all in a manner and at times as LENDER shall deem advisable; (d) execute and

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deliver for value all necessary or appropriate bills of sale, documents of title, and other documents and instruments in connection with the management or disposition of the Collateral or any part thereof; (e) hold, store, keep idle, lease, operate, remove, or otherwise use or permit the use of the Collateral or any part of it, for that time and upon those terms as LENDER, in its sole discretion, deems it to be in its own best interests; and (f) take possession of the Collateral and sell the same. For all such purposes, LENDER may, without prior notice, enter upon the premises on which the Collateral is situated (or is believed to be situated) and either cause the Collateral to remain on, be stored on, or managed at such premises at Dealer's expense, pending sale or other disposition of the Collateral or remove the Collateral to such other place as LENDER shall determine. Notwithstanding the foregoing rights, Dealer shall, upon LENDER's demand, make the Collateral available to LENDER at a place to be designated by LENDER which is reasonably convenient to both parties. Dealer hereby consents to the appointment of a receiver by any court of competent jurisdiction without necessity of notice, hearing, or bond.

- 8.2 Procedures. LENDER may comply with any provision of this Note and any applicable state or federal law requirements in connection with a disposition of the Collateral, and compliance will not be considered adversely to affect the commercial reasonableness of any sale of Collateral. LENDER may sell Collateral without giving any warranties and may specifically disclaim warranties, including warranties of title and the like. LENDER shall not be liable or accountable for the failure to seize, collect, realize, sell, or obtain possession or payment of all or any part of the Collateral and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing, selling or obtaining possession or payment of same or for the purpose of preserving any rights of LENDER, Dealer or any other person. LENDER shall not have any obligation to take any steps to preserve rights against prior parties to any Collateral, whether or not in LENDER's possession, and shall not be liable for failure to do so.
- 8.3 No Obligation to Pursue Others. LENDER shall have no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them, and LENDER may release, modify or waive any Collateral provided by any other person to secure any of the Obligations, all without affecting LENDER's rights against Dealer. Dealer waives any right it may have to require LENDER to pursue any third person for any of the Obligations.
- 8.4 Sales on Credit. If LENDER sells any of the Collateral on credit, Dealer will be credited only with payments actually made by the purchaser, received by LENDER and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, LENDER may resell the Collateral and Dealer shall be credited with the proceeds of the sale.
- 8.5 Notice of Sale. Dealer agrees that motor vehicles are a type of collateral customarily sold on a recognized market and that LENDER therefore has no obligation to notify Dealer, or any other person, prior to their sale. In the event LENDER does send notice prior to sale of any Collateral, Dealer agrees that the sending of notice, whether delivered personally, by courier service or by certified or registered mail to any address of Dealer set forth in this Note, of the time and place of any public sale or the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof. LENDER may, without further notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place at which it was announced at the sale so adjourned.
- 8.6 Action Against Bond. To the extent not prohibited by law, Dealer authorizes LENDER to proceed in an action to collect on or

against any bond posted by Dealer with any state or local authorities.

- 8.7 No Marshalling. LENDER shall have no obligation to marshal any assets in favor of Dealer, or against or in payment of the Note, any Obligations or any other obligation owed to LENDER by Dealer or any other person.

- 8.8 Right of Set-Off. Upon the occurrence and during the continuance of an Event of Default, LENDER is authorized at any time and from time to time, without notice to Dealer, to set-off and apply, directly or through any of LENDER's affiliates, any and all deposits (whether general or special, time or demand, provisional or final, or otherwise) and other assets and properties at any time held in the possession, custody or control of LENDER or its affiliates, and any indebtedness at any time owing by LENDER or its affiliates to or for the credit, account or benefit of Dealer, against any and all of Dealer's Obligations.

9.0 GENERAL

- 9.1 Indemnification. Dealer shall indemnify and hold LENDER harmless from and against any and all liabilities, 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 LENDER and in any action to enforce these indemnity rights as against the Dealer.

- 9.2 No Partnership; Joint Venture; Dealer's Business Affairs. Notwithstanding anything to the contrary herein contained or implied, LENDER, by this Note or by any action pursuant hereto, shall not be deemed to be a partner or joint venture of Dealer. Dealer furthermore agrees that notwithstanding the conditions of lending herein, the purchase or sale of Vehicles or Equipment by Dealer is in the ordinary course and, prior to an Event of Default, at the discretion and subject to the business judgment of Dealer. LENDER has no responsibility or liability of any kind with regard to the quantity, quality, condition, purchase price, or marketability of any item of Purchase Money Inventory. LENDER is not a party to any loss or gain in the sale of any Purchase Money Inventory sold by Dealer.

- 9.3 Expenses. Dealer agrees to pay in the ordinary course all LENDER's expenses and costs incidental to the financing provided for under this Note. Such costs shall include, but are not limited to, fees and out-of-pocket expenses incurred by LENDER or its counsel (including paralegals and similar persons) and any filing fees, stamp taxes, insurance or other charges associated with the creation, perfection, or maintenance of the security interest granted herein. Dealer agrees that if it fails or refuses to pay any taxes or assessments relating to the Collateral or maintain proper insurance coverage for the Collateral, LENDER may, but has no obligation to, pay said taxes or assessments and purchase a policy or policies of insurance and may treat amounts so expended as additional Obligations. Any amount so paid or advanced by LENDER, plus related costs, shall be repaid by Dealer on demand and shall bear interest at the highest rate permitted by law from the date of such payment or advance.

- 9.4 Notices. All notices, requests, or other communications by Dealer required by, permitted under, or relating to this Note shall be in writing. Any notice shall be effective (a) if delivered personally (or by courier) with signed receipt therefor, or (b) three days after dispatch, if delivered via certified or registered U.S. Mail, postage prepaid and addressed as follows:

If intended for LENDER

Automotive Finance Corporation
then addressed to LENDER at the LENDER corporate headquarters as listed on the web site currently located at URL www.AFCDEALER.com or a successor thereto.

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If intended for Dealer

AUTO MASTERS OF SMYRNA, LLC DBA: AUTO
MASTERS OF SMYRNA AND AUTO MASTERS OF
MADISON, LLC AND AUTO MASTERS OF WEST
NASHVILLE, LLC
56 LOWRY
SMYRNA, TN 37167

All such notices shall be deemed reasonably and promptly given if the effective date thereof is at least five days prior to the event with respect to which notice is given.

- 9.5 Merger, Modification, Headings, Waiver. This Note and the documents contemplated hereby are intended by the parties as an amendment and restatement of any prior Promissory Note and Security Agreement or agreements with regard to the subject matter hereof. Notwithstanding the foregoing, this Note and the documents contemplated hereby contain the entire agreement of the parties with regard to the subject matter hereof, and shall be binding upon and inure to the benefit of the successors and assigns of the parties; however, no obligation or rights of Dealer shall be assignable. Dealer authorized LENDER to alter, amend or modify the Terms and Conditions of this Note at any time by posting a copy of such altered, amended or modified Terms and Conditions on its web site currently located at URL www.AFCDEALER.com or any successor web site. Any request for an Advance by Dealer and subsequent Advance by LENDER pursuant to Sections 2.1, 2.2 or 2.3 shall constitute the assent of the parties to the Terms and Conditions in effect at that time. The provisions of this Note may not be altered, amended, or modified by Dealer except in a writing signed by both parties. The parties acknowledge that the headings herein are for convenience only and shall not be considered in the interpretation of this Note.
- 9.6 Usury. Notwithstanding any provisions of this Note to the contrary, at no time shall Dealer be obligated to pay interest at a rate which would subject LENDER to either civil or criminal liability due to interest being in excess of the maximum rate LENDER is permitted by law to contract or Dealer is permitted by law to agree to pay. In such circumstances, the rate of interest hereunder shall be deemed to be immediately reduced to such maximum rate, and such interest and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Obligations as of the date such payment was made. Any such excess shall be held by LENDER for Dealer's benefit without interest and shall be subject to setoff by LENDER.
- 9.7 No Waiver. No delay or omission by LENDER to exercise any right or remedy shall (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to any Event of Default, or (c) affect any subsequent default, right or remedy of the same or of a different nature.
- 9.8 Demand Nature of Credit Facility. Dealer acknowledges and agrees that the financing evidenced by this Note is payable upon demand. Nothing in this Note is intended to nor shall be deemed to change the demand nature of this Note, including, without limitation, any reference to Events of Default, to annual financial statements, to Curtailment Dates, to Periods, or otherwise. Dealer acknowledges and agrees that LENDER, at any time, without notice and with or without reason, may demand that this Obligation be immediately paid in full. The Dealer acknowledges that demand may be made by LENDER even if the Dealer is in compliance with each and every term of this Note.
- 9.9 Signature. LENDER and Dealer expressly agree that LENDER may, at LENDER's option, execute this Note and the documents contemplated hereby by way of a signature stamp or other authorized facsimile signature of an LENDER officer. LENDER and Dealer expressly agree that except as authorized under Section 2.10 or the attached Power of Attorney, Dealer may only execute

this Note and the documents contemplated hereby by way of an original signature and not by way of a facsimile thereof.

- 9.10 Enforcement. LENDER and Dealer intend and believe that each provision in this Note complies with all applicable ordinances, laws, statutes and judicial and administrative decisions; however, if any provision in this Note is found by a court of law to be in violation of any applicable ordinances, laws, statutes, judicial or administrative decisions, or public policy, then it is the intent of the parties of this Note that such provision be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such provision were not contained herein and that the remainder of this Note continue in full force and effect.
- 9.11 JURISDICTION AND CHOICE OF LAW. THIS NOTE AND ANY AND ALL AGREEMENTS OR AUTHORIZATIONS EXECUTED BY DEALER OR LENDER IN CONNECTION HERewith 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 NOTE, DEALER 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 DEALER AGAINST LENDER RELATING TO THIS NOTE SHALL BE FILED AND CONDUCTED SOLELY IN SAID COURTS. LENDER MAY BRING ANY SUIT AGAINST DEALER UNDER OR RELATED TO THIS NOTE IN ANY COURT OF COMPETENT JURISDICTION, AND DEALER HEREBY CONSENTS TO LENDER'S CHOICE IN FORUM. DEALER 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. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9.12 WAIVER OF JURY TRIAL RIGHTS. DEALER 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 NOTE AND RELATED AGREEMENT(S), INSTRUMENTS OR TRANSACTIONS, OR ANY ASPECT OF THE PAST, PRESENT, OR FUTURE RELATIONSHIP OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. Nothing in this section shall be construed as limiting or waiving any right LENDER may have pursuant to Section 9.13 of this Agreement.
- 9.13 Arbitration. Except as expressly provided elsewhere in this Agreement, or as otherwise expressly agreed to in writing by LENDER, any and all questions or disputes arising from the operation of, the interpretation of, or, in any way connected with, this Agreement may, at the unilateral discretion and direction of LENDER, be submitted for final determination via arbitration pursuant to applicable laws of Indiana. In the event that litigation has been commenced by the Dealer or guarantor(s), (if any), against LENDER prior to such submission, or if in the event that litigation has been commenced by LENDER against the Dealer,

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guarantor or any third party, at the sole discretion of LENDER to arbitrate such litigation, all parties to such litigation hereby agree to permanently discontinue, without delay, such litigation upon receipt of 15 days written notice. The arbitration shall be conducted by a single arbitrator. Each party shall select a certified arbitrator. Those arbitrators shall then select one arbitrator who shall arbitrate the case. Any arbitrator selected shall be qualified to conduct commercial arbitrations under the provisions of the applicable laws of Indiana. The proceedings before the arbitrator shall take place in Hamilton County, Indiana or such other place as the arbitrator may direct. The parties to this Agreement, including guarantor(s), (if any), agree and represent to one another that the decision or award of the arbitrator so appointed shall be final and binding upon such parties and shall not be subject to appeal or judicial review. The parties to this Agreement, including the guarantor(s), (if any), represent to one another that this section constitutes an express agreement between them to arbitrate in the event that LENDER, in its sole discretion, decides to submit a question or dispute to arbitration. The parties to this Agreement hereby agree that the costs of the arbitration shall be Obligations as defined in this Agreement.

9.14 Title Processing Fees. If LENDER determines that it is necessary or desirable to transfer or convert title or obtain a new or replacement title for any Vehicle, Dealer agrees to pay LENDER a title transfer or processing fee not to exceed \$100 for each title processed, in addition to all of LENDER's expenses and costs incidental thereto, which shall include, but are not limited to, fees and out-of-pocket expenses incurred by attorneys (including paralegals and similar persons) and any filing fees or taxes.

9.15 Attorneys' Fees Expenses and Costs. In addition to all other amounts payable hereunder by Dealer, Dealer agrees to reimburse LENDER on demand for any and all attorneys' (including paralegals' and similar persons') fees (not less than 15% of the outstanding Obligations where not prohibited by law), accountants' fees, appraisers' fees, and all expenses and costs incurred in collecting or enforcing payment of the Obligations

hereunder or in curing any default, including without limitation those fees and costs incurred (a) with or without suit; (b) in any appeal; (c) in any bankruptcy, insolvency or receivership proceeding; and (d) in any post-judgment collection proceedings, plus interest at the rate provided herein.



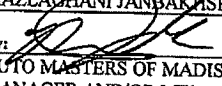
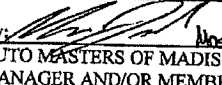
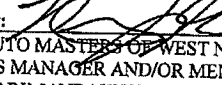
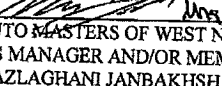
9.16 Communication. Dealer acknowledges that Dealer is obtaining credit from, or is guaranteeing credit from, LENDER. Dealer authorizes LENDER to share any and all information that it possesses regarding Dealer's account, including but not limited to information regarding Dealer's loan history, account history, account balance, credit worthiness, and inventory vehicle data with any third party. Dealer does hereby authorize LENDER to release and disclose any and all of Dealer's general business information now or hereinafter in LENDER's possession, including but not limited to information regarding the business name, address, and telephone number, to any third party. Dealer also authorizes LENDER to release and disclose any and all of Dealer's account and inventory information now or hereinafter in LENDER's possession, including but not limited to any and all inventory vehicle data loan documents, any business financial information retained or maintained by LENDER, and/or any information relating to the Dealer's performance history with LENDER to any third party. Dealer authorizes LENDER, and its respective affiliates, subsidiaries and parent companies to: a) send facsimile transmissions to Dealer at the facsimile numbers listed as Dealer's facsimile number in any communication sent from time to time by Dealer; b) make telephone calls to Dealer at the telephone numbers listed as Dealer's telephone number in any communication sent from time to time by Dealer; c) send emails to Dealer at the email addresses listed as Dealer's email address in any communication sent from time to time by Dealer; and d) communicate to Dealer via any and all other forms of communications, for the purposes of including, but not limited to marketing, collection and any other communication needs. Dealer agrees that this permission will remain in effect until cancelled by Dealer in writing.

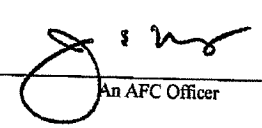
Dealer's Name and Dealer's Place(s) of Business:

AUTO MASTERS OF SMYRNA, LLC DBA: AUTO MASTERS OF SMYRNA AND AUTO MASTERS OF MADISON, LLC AND AUTO MASTERS OF WEST NASHVILLE, LLC

56 LOWRY
SMYRNA, TN 37167

WHEREFORE, the Dealer has on behalf of themselves individually and in their representative capacity, executed this Note on the Fifth day of December, 2012.

Dealer: AUTO MASTERS OF SMYRNA, LLC DBA: AUTO MASTERS OF SMYRNA AND AUTO MASTERS OF MADISON, LLC AND AUTO MASTERS OF WEST NASHVILLE, LLC	
By: 	<i>Mahan and/or member</i>
AUTO MASTERS OF SMYRNA, LLC BY ITS MANAGER AND/OR MEMBER, MAHAN MARK JANBAKHSH	
By: 	<i>Mehran and/or member</i>
AUTO MASTERS OF SMYRNA, LLC BY ITS MANAGER AND/OR MEMBER, MEHRAN MAZLAGHANI JANBAKHSH	
By: 	<i>Mahan and/or member</i>
AUTO MASTERS OF MADISON, LLC BY ITS MANAGER AND/OR MEMBER, MAHAN MARK JANBAKHSH	
By: 	<i>Mehran and/or member</i>
AUTO MASTERS OF MADISON, LLC BY ITS MANAGER AND/OR MEMBER, MEHRAN MAZLAGHANI JANBAKHSH	
By: 	<i>Mahan and/or member</i>
AUTO MASTERS OF WEST NASHVILLE, LLC BY ITS MANAGER AND/OR MEMBER, MAHAN MARK JANBAKHSH	
By: 	<i>Mehran and/or member</i>
AUTO MASTERS OF WEST NASHVILLE, LLC BY ITS MANAGER AND/OR MEMBER, MEHRAN MAZLAGHANI JANBAKHSH	

Automotive Finance Corporation	
By: 	<i>An AFC Officer</i>
To be executed at AFC corporate office	

COSMOS Rev. 12/18/08

Page 9 of 9

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

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Automotive Finance Corporation
www.afcdealer.com
13085 Hamilton Crossing Blvd, Suite 300
Carmel, IN 46032

RECEIVED - TENDERED FOR FILING
TENNESSEE SECRETARY OF STATE
08/28/09 11:45 AM
109-005914

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

AUTO MASTERS OF SMYRNA, LLC

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

3101 NOLENSVILLE RD

CITY

NASHVILLE

STATE

POSTAL CODE

TN

37211

COUNTRY

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION

LLC

1f. JURISDICTION OF ORGANIZATION

TN

1g. ORGANIZATIONAL ID #, if any

☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

AUTO MASTERS OF SMYRNA

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

3101 NOLENSVILLE RD

CITY

NASHVILLE

STATE

POSTAL CODE

TN

37211

COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

DBA LLC

2f. JURISDICTION OF ORGANIZATION

TN

2g. ORGANIZATIONAL ID #, if any

☒ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Automotive Finance Corporation

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

www.afcdealer.com, 13085 Hamilton Crossing Blvd, Suite 300

CITY

Carmel

STATE

POSTAL CODE

IN

46032

COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All presently held or hereafter acquired or held inventory, equipment, accounts, chattel paper, and general intangibles. All Additions, accessions, accessories, replacements and proceed of the foregoing.

Maximum Principal Indebtedness for Tennessee recording Tax purposes is: \$900,000.00

5. ALTERNATIVE DESIGNATION (if applicable)		LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

1924



421319091

FINANCING STATEMENT AMENDMENT

This is a representation of a document created electronically at
the Tennessee Secretary of State's web site.

A. NAME & PHONE OF CONTACT AT FILER (Optional)
EMELITA Y RUSHING 317-843-4777
B. EMAIL OF CONTACT AT FILER (Optional)
ERUSHING@AUTOFINANCE.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
AUTOMOTIVE FINANCE CORPORATION STE 300 13085 HAMILTON CROSSING BLVD CARMEL, IN 46032-1431

Amendment Doc #: 421319091

Filing Date: 4/2/2014 9:16 AM

Image #: U0026-8998.001

Tre Hargett, Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

INITIAL FINANCING STATEMENT FILE NUMBER
109005914☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or
recorded) in the REAL ESTATE RECORDS.☐ TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to security interest(s) of Secured Party
authorizing this Termination Statement☐ ASSIGNMENT (full or partial)☒ CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to security interest(s) of Secured Party authorizing
this Continuation Statement is continued for the additional period provided by applicable law.☐ PARTY INFORMATION CHANGE:This Change affects ☐ Debtor or ☐ Secured Party of record ☐ CHANGE name and/or address ☐ ADD name ☐ DELETE name☒ COLLATERAL CHANGE:☐ ADD collateral☐ DELETE collateral☒ RESTATE covered collateral☐ ASSIGN collateral

Indicate collateral:

All of Debtors assets and properties wherever located, including without limitation: accounts, chattel paper,
deposit accounts, documents, equipment, fixtures, inventory and other goods, general intangibles, instruments,
insurance policies, investment property, letter of credit rights, money, software, supporting obligations, and titles,
now owned or hereafter acquired by Debtor; any and all proceeds, products, additions, accessions, accessories,
and replacements of the foregoing; and all of Debtors computer records, business papers, ledger sheets, files,
books, and records relating to the foregoing, now owned or hereafter acquired.

The increase in the maximum principal indebtedness for Tennessee recording tax purposes is: \$0.00

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: (name of Assignor, if this is an Assignment) If this is an
Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

OR	ORGANIZATION'S NAME AUTOMOTIVE FINANCE CORPORATION			
	INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) INITIAL(S)	SUFFIX
OPTIONAL FILER REFERENCE DATA: 1924ER AUTO MASTERS OF SMYRNA, LLC				

NOTE: All information on this form is public record.

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:17-bk-07054 Auto Masters of Smyrna, LLC](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (6568140)
Automotive Finance Corporation
13085 Hamilton Crossing Blvd.
Ste. 300
Carmel, IN 46032

Claim No: 7
Original Filed
Date: 02/14/2018
Original Entered
Date: 02/14/2018

Status:
Filed by: CR
Entered by: DAVID BURBANK
Modified:

Amount claimed: \$3731870.71

Secured claimed: \$3731870.71

History:

[Details](#) [7-1](#) 02/14/2018 Claim #7 filed by Automotive Finance Corporation, Amount claimed: \$3731870.71 (BURBANK, DAVID)

Description: (7-1) Money Loaned

Remarks:

Claims Register Summary

Case Name: Auto Masters of Smyrna, LLC

Case Number: 3:17-bk-07054

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	\$3731870.71	
Priority		
Administrative		