

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:	Case No.: 11-43725
DALLAS ROADSTER, LIMITED 75-2826111 825 Avenue K Plano, TX 75074	Case No.: 11-43726
Debtor	
IN RE:	JOINTLY ADMINISTERED UNDER:
IEDA ENTERPRISE, INC. 75-2566965 825 Avenue K Plano, TX 75074	Case No.: 11-43725
Debtor	Chapter: 11

**ORDER CONFIRMING CORRECTED THIRD AMENDED
PLAN OF REORGANIZATION, AS MODIFIED**

On the 24th day of October, 2013, a hearing was held (“Confirmation Hearing”) before the Court to consider the confirmation of the *Corrected Third Amended Plan of Reorganization Proposed by Dallas Roadster, Limited and IEDA Enterprise, Inc.* filed on September 9, 2013 [Dkt. No 441] (the “Third Amended Plan”), as modified by the *First Modification to Corrected Third Amended Plan of Reorganization Proposed by Dallas Roadster, Limited and IEDA Enterprise, Inc.* filed on October 24, 2013 [Dkt. No. 507] (the “First Modification of Third Amended Plan”); and due notice of the Confirmation Hearing having been provided to holders of Claims against and Equity Interests in the Debtors and other parties in interest in compliance with the *Corrected Order Approving Disclosure Statement and Fixing Time for Filing Acceptances or Rejections of Plan, Combined with Notice Thereof* [Dkt No. 458], entered on September 20, 2013 (“Order Approving Disclosure Statement”), and such notice being sufficient under the circumstances and no further notice being required; and based upon and after full consideration of the entire record made at the Confirmation Hearing, the *Declaration of Bahman*

Khobahy and the Plan Ballot Summary; and the Court, after due deliberation and sufficient cause appearing therefore, the Court finds that the Third Amended Plan as modified by the First Modification to Third Amended Plan, satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All requirements for confirmation having been satisfied, the Third Amended Plan attached hereto as **Exhibit A**, as modified by the First Modification to Third Amended Plan attached hereto as **Exhibit B**, be and is hereby confirmed pursuant to § 1129 of the Bankruptcy Code.

2. Except as otherwise provided in the Third Amended Plan, as modified by the First Modification to Third Amended Plan, all property in the Debtors' estates, shall vest in the Reorganized Debtors free and clear of all liens, claims, or other encumbrances, except for the liens and security interests which secure the allowed secured claim of Texas Capital Bank as set forth in Class 4 – Secured Claim of Texas Capital Bank, N.A.

3. Except as otherwise provided in the Third Amended Plan, as modified by the First Modification to Third Amended Plan, or this Order, the rights and treatment afforded in the Third Amended Plan, as modified by the First Modification to Third Amended Plan, and the agreements, payments and distributions to be made thereunder, shall be in exchange for and satisfaction and discharge of all existing Claims against or in the Debtors.

4. This Court shall retain and have exclusive jurisdiction of all matters arising out of, or related to, the Chapter 11 Case or the Third Amended Plan, as modified by the First

Modification to Third Amended Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code, including, without limitation:

- (a) To determine any and all objections to the allowance of Claims;
- (b) To determine any and all applications for allowance of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or this Plan;
- (c) To determine any applications pending on the Effective Date for the rejection or assumption of executory contracts or unexpired leases, or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which the Debtor may be liable, to determine the nature and existence of any executory contracts or unexpired leases, and to hear and determine, and if need be to liquidate, any and all Claims arising therefrom;
- (d) To determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or filed thereafter by the Debtor pursuant to the provisions of the Bankruptcy Code;
- (e) To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;
- (f) To determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of this Plan or any Person's obligations thereunder;
- (g) To consider and act on the compromise and settlement of any claim against or cause of action by or against the Debtors' Estate;

- (h) To issue such orders in aid of execution of this Plan including any orders necessary to effectuate a transfer of Debtors' property, to the extent authorized by Bankruptcy Code § 1142;
- (i) To determine such other matters filed or to be filed relating to the Debtor which are adversary proceedings under Bankruptcy Rule 7001 including, but not limited to claims arising under Bankruptcy Code §§ 544, 545, 546, 547, 548, 549, and 550; and
- (j) To construe, enforce, implement, and determine any dispute regarding any of the terms of Section IV.B. of the Third Amended Plan as modified by the First Modification to Third Amended Plan relative to the treatment of the Allowed Class 4 Claim of Texas Capital Bank.

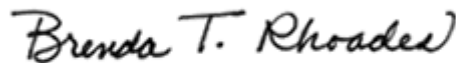
5. The form of all documents required to be executed in connection with the treatment of the secured claim of Texas Capital Bank in Class 4 – Secured Claim of Texas Capital Bank, N.A. have been agreed to by the Debtors and the Guarantors and shall be executed prior to the Effective Date as a condition to the occurrence of the Effective Date and to substantial consummation of the Third Amended Plan, as modified by the First Modification to Third Amended Plan.

6. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k), and 3020(c), counsel for the Debtors shall file and serve notice of entry of this Order on all Creditors and interest holders, the United States Trustee, and other parties in interest, by causing a Notice of Confirmation Order to be delivered to such parties by first-class mail, postage prepaid, within ten (10) business days after entry of this Order.

7. As soon as practicable after the occurrence of the Effective Date, the Debtors shall file notice of the occurrence of the Effective Date and shall serve a copy of same on all parties entitled to receive notice in this Chapter 11 Case.

8. The modifications to the Third Amended Plan contained in the First Modification to the Third Amended Plan have been accepted by Texas Capital Bank and Alberto Dal Cin, which are the only holders of Claims to which the modifications constitute a material change, and as to all other Classes of Claims or Equity Interests the modifications do not materially adversely affect or change the treatment of such Claims or Equity Interests. Accordingly, pursuant to Bankruptcy Rule 3019, the modifications contained in the First Modification of Third Amended Plan do not require additional disclosure under section 1125 of the Bankruptcy Code or re-solicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that holders of Claims or Equity Interests be afforded an opportunity to change previously cast acceptances or rejections of the Third Amended Plan.

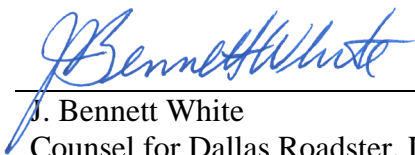
Signed on 10/30/2013



SR

HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

Approved:



J. Bennett White
Counsel for Dallas Roadster, Limited
and IEDA Enterprise, Inc.

/s/ Kenneth Stohner, Jr.

Kenneth Stohner, Jr.
Counsel for Texas Capital Bank, N.A.

/s/ Nathan M. Johnson

Nathan M. Johnson
Counsel for Alberto Dal Cin

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	§	
	§	
DALLAS ROADSTER, LIMITED	§	BANKRUPTCY NO. 11-43725
	§	
Debtor	§	BANKRUPTCY NO. 11-43726
	§	
	§	JOINTLY ADMINISTERED UNDER:
IN RE:	§	Case No. 11-43725
	§	
IEDA ENTERPRISE, INC.	§	
	§	
	§	Chapter 11
Debtor	§	
	§	

**CORRECTED¹ THIRD AMENDED PLAN OF REORGANIZATION
PROPOSED BY DALLAS ROADSTER, LIMITED AND IEDA
ENTERPRISE, INC.**

Dallas Roadster, Limited and IEDA Enterprise, Inc., Debtors, hereby propose this Plan of Reorganization:

I. DEFINITIONS

For the purposes of this Plan of Reorganization ("Plan"), the following terms shall mean:

"Administrative Claim" shall mean an Allowed Claim, arising prior to the Effective Date, for the provision of goods or services to the Debtor after the commencement of this Chapter 11 case or which is otherwise the type of expense contemplated by Bankruptcy Code § 503(b), and which is entitled to priority status pursuant to Bankruptcy Code § 507(a)(2).

"Allowed Claim" shall mean a Claim as to which no objection has been interposed and:

¹ The only difference between this Plan and the version filed on August 30, 2013 [Doc. 436] is a change to the document attached as Exhibit 2.

(a) in respect to which a proof of claim has been filed with the Court within the applicable period of limitation fixed by an order of the Court, pursuant to Bankruptcy Rule 3003(c)(3); or

(b) scheduled in the list of creditors prepared and filed with the Court pursuant to Bankruptcy Rule 1007(b) and not listed as disputed, contingent, or unliquidated as to amount.

“Allowed Claim” shall also include any Claim as to which any objection has been determined by an order or judgment which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending. **“Allowed Claim”** shall also include any amounts established by a proper amendment to a timely filed Claim.

“Allowed Priority Non-Tax Claim” shall mean Allowed Claims under Bankruptcy Code §§ 507(a)(1) – (7).

“Allowed Secured Claim” shall mean an Allowed Claim secured by a lien, security interest, or other charge against or interest in property in which Debtor has an interest, or which is subject to setoff under 11 U.S.C. § 553, which claim is equal to the lesser of (a) the Allowed amount of such Claim, or (b) the value of the holder’s interest in its Collateral (determined in accordance with 11 U.S.C. § 506(a)(1)).

“Ballot” shall mean the document approved by the Bankruptcy Court for voting on the Plan and for holders of Class Claims to elect options for treatment under the Plan.

“Bankruptcy Code or Code” shall mean the United States Bankruptcy Code, Title 11 of the United States Code, § 101 *et seq.*

“Bankruptcy Court or Court” shall mean the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division, or such other court having jurisdiction over this Chapter 11 Case, or any proceeding related thereto, including appeals.

“Bankruptcy Rule(s)” shall mean the Federal Rules of Bankruptcy Procedure.

“Bar Date” shall mean the date established by the Bankruptcy Court by which any particular type of Claim or Equity Interest must be evidenced by the filing of a proof of claim or proof of interest with the Bankruptcy Court. Absent further order of the Bankruptcy Court extending the Bar Date, the Bar Date is April 19, 2012.

“Business Day” shall mean a day other than a Saturday, Sunday, or legal holiday.

“Chapter 11 Case or Case” shall mean the case commenced under Chapter 11 of the Bankruptcy Code by the Debtor on the Petition Date by the filing of its Chapter 11 petition with the Bankruptcy Court.

“Claim” shall mean any right to payment, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against a Debtor in existence on or as of the Petition Date, whether or not such right to payment or right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured as of the Effective Date. **“Claim”** shall also include an injunction, specific performance, remediation, or any other equitable or non-monetary form of remedy, whether or not such right to an equitable form of remedy is reduced to judgment, fixed, contingent, matured, unmatured, requested, contested, secured, or unsecured as of the Effective Date.

“Class” shall mean any class into which Allowed Claims or Allowed Interests are classified pursuant to Article II.

“Collateral” shall mean property in which the Debtor has an interest and that secures, in whole or in part, whether by agreement, statute, or judicial decree, the payment of a Claim.

“Confirmation Date” shall mean the date upon which the Order of Confirmation is entered by the Court determining the Plan meets the requirements of Chapter 11 of the Bankruptcy Code.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Plan under § 1129 of the Bankruptcy Code.

“Contested Claim” shall mean a Claim against the Debtor for which a proof of claim has been filed and as to which an objection has been filed with the Bankruptcy Court, but which has not been determined by Final Order.

“Debtor” shall mean Dallas Roadster, Limited or IEDA Enterprise, Inc., respectively, as pertaining to the Case of each such respective entity, including each such entity’s capacity as pre-petition, post-petition, or post-confirmation debtor-in-possession, depending on context.

“Disclosure Statement” shall mean the proposed Disclosure Statement under Bankruptcy Code § 1125, including any amendments, submitted by the Debtor for its Plan of Reorganization.

“Effective Date” shall mean the later of (a) the first Business Day fourteen (14) days from the Confirmation Date, unless a notice of appeal has been timely filed, in which event the Effective Date will be the first Business Day during which no motion for stay pending appeal has been granted or supersedeas bond is approved and filed; or (b) in the event a stay is granted or supersedeas bond is approved and filed, the first Business Day on which the Confirmation Order becomes a Final Order.

“Equity Interest” shall mean any ownership interest in the Debtor, whether designated as partnership interest, membership interest, capital stock, common stock, preferred stock, warrants, options, or any other indicia of interest(s) in the Debtor which are not “claims” as defined by the Bankruptcy Code.

“Estate” shall mean the legal entity created to administer the property of the Debtor by the commencement of the Case.

“Final Order” shall mean an order, judgment, ruling or other decree issued and entered by the Bankruptcy Court (as entered on the docket in the Chapter 11 Case), or any state or federal court or other tribunal located in one of the states, territories, possessions of the United States of America, or the District of Columbia, which judgment, order, or other decree has not been reversed, stayed, modified, or amended, and as to which (a) the time to appeal or to seek review, rehearing, or certiorari has expired and as to which no appeal or petition for review, rehearing, or certiorari is pending or has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

“General Unsecured Claim” shall mean any Allowed Claim which is not secured by property of the Debtor’s Estate and which is not an Administrative Claim, Convenience Claim, or Priority Non-Tax Claim including, without limitation, all claims arising from the rejection of executory contracts, unexpired leases, or deficiency claims.

“Lease Cure Claim” shall mean any Claim arising under or relating to any executory contract or unexpired lease to which the Debtor was a party on the Petition Date and which is assumed pursuant to the Plan including, without limitation, any Claim for breach of or default under such contract.

“Net Proceeds” shall mean the sales price less expenses of the sale.

“Oversecured Claim” shall mean a Claim which is secured by property which has a value (as of the Petition Date) greater than the amount of the Claim.

“Person” shall mean any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental or regulatory body, or other entity.

“Petition Date” shall mean December 12, 2011, the date on which each Debtor commenced its Chapter 11 Case.

“Plan” shall mean the Plan of Reorganization proposed by the Debtor pursuant to Chapter 11 of the Bankruptcy Code, as amended or modified from time to time in accordance with the terms hereof or as approved by the Court. All provisions not specific to any particular Debtor shall apply to each jointly administered Debtor. As to each jointly administered Debtor, “Plan” shall refer to those provisions specific to such Debtor and to all those provisions not specific to any particular Debtor.

“Priority Tax Claim” shall mean any Allowed Claim of a governmental unit for taxes entitled to priority status pursuant to Bankruptcy Code § 507(a)(8). **“Priority Tax Claim”** shall not include amounts owed to governmental units for penalties that are not compensation for actual pecuniary loss and, therefore, not entitled to priority treatment pursuant to 11 U.S.C. § 507(a)(8)(G).

“Professional Fees” shall mean Allowed Claims for professional fees which are allowed following notice and opportunity for hearing, pursuant to Bankruptcy Code § 330 and entitled to priority status as administrative expenses pursuant to Bankruptcy Code § 507(a)(2).

“Reorganized Debtor” shall mean Dallas Roadster, Limited and IEDA Enterprise, Inc., respectively, on or after the Effective Date, after giving effect to the provisions of this Plan.

“Schedules” shall mean the Statement of Liabilities of Debtor Engaged in Business filed by the Debtor with the Bankruptcy Court, as amended.

“Secured Claim” shall mean any Allowed Claim secured by property of the Estate, which Claim is equal to the lesser of (a) the amount of such Allowed Claim or (b) the value of the Collateral.

“Subordinated Claim” shall mean (a) any Claim of any Person that is liable with the Debtor on or has secured the Claim of another creditor to the extent that such obligor’s Claim is for identity, contribution, or reimbursement and is not Allowed on or before the Confirmation Date, (b) any Claim for punitive damages and any other Claim of the type described in Bankruptcy Code § 726(a)(4) (and notwithstanding the general inapplicability of Chapter 7 of the Bankruptcy Code), including any lien securing such Claim, and (c) any Claim subordinated under Bankruptcy Code § 510, including any lien securing such Claim.

“Voting Deadline” shall mean 5:00 p.m. on the date established by the Bankruptcy Court, by which time Ballots must be received by counsel for the Debtor at the address indicated on the Ballots.

Undefined Terms. Terms and phrases, whether capitalized or not, that are used and not defined in the Plan, but that are defined in the Bankruptcy Code, have the meanings ascribed to them in the Bankruptcy Code.

Interpretation. Unless otherwise specified, all section, article, and schedule references in the Plan are to the respective section in, article of, or schedule to this Plan, as the same may be amended, waived, or modified from time to time. The headings in this Plan are for convenience

of reference only and shall not limit or otherwise affect the provisions hereof. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

II. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

A. Creation of Classes

The Debtor creates the following classes for purposes of organization, voting, and all confirmation matters with respect to all Claims and Equity Interests in the Debtor other than Administrative Claims. As to Administrative Claims, the following classes are created for purposes of organization only.

B. Division of Claims – Dallas Roadster

A Claim is in a particular class only to the extent that the Claim qualifies within the description of that class. The classification of claims was made pursuant to the requirements of 11 U.S.C. § 1123(a)(1) and was performed entirely at the Debtor's discretion. For the purposes of this Plan, the classes of claims are designated as follows:

B-1. Class 1 – Administrative Claims

This Class consists of all administrative claims in this case as defined by the Code.

B-2. Class 2 – Priority Non-Tax Claims

This Class consists of all priority non-tax claims in this case as defined by the Code.

B-3. Class 3 – Priority Tax Claims

This Class consists of all unsecured priority tax claims in this case as defined by the Code. Included in this Class are any claims for interest on a tax claim arising prior to the Petition Date, provided such interest is intended as compensation for actual pecuniary loss suffered by the holder of such claim. It does not include any penalties owed to any Class 3

claimant that are not compensation for actual pecuniary loss and not a part of a secured claim and, therefore, not entitled to priority treatment pursuant to 11 U.S.C. § 507(a)(8)(G). Similarly, it does not include any amount allowed a taxing authority as a secured claim.

B-4. Class 4 – Secured Claim of Texas Capital Bank, N.A.

This Class consists of Texas Capital Bank's secured claim in the amount of \$5,052,778.64.

B-5. Class 5 – General Unsecured Claims – Trade Creditors

This Class consists of any unsecured claims, including deficiencies from Class 4, if any. This class also consists of penalties and pre-petition interest, if any, owed to a taxing authority and not included in either (a) the Class 3 claim (Priority Tax Claims) for such taxing authority or (b) the allowed secured claim for such taxing authority. This class also consists of all General Unsecured Claims not included in Class 7 (Investors) or Class 8 (Alberto Dal Cin).

B-6. Class 6 - Allowed Convenience Claims.

This Class consists of those unsecured claims electing treatment as a convenience claim. This Class is a subclass of Class 5.

B-7. Class 7 – General Unsecured Claims – Investors

This class consists of the claims of Abdee Molavi, Abdollah Adloo, Abdollah Nouri, Ali Hafezamini, Rahim, Hafesamini, and Russell Jabari.

B-8. Class 8 – Unsecured Claim of Alberto Dal Cin

This Class consists of Alberto Dal Cin's unsecured claim in the amount of \$1,073,000. This Class also includes the unsecured claims of DLP Enterprises and the non-priority unsecured claim of American Five Trading.

B-9. Class 9 – Penalties

This Class consists of any fines or penalties arising prior to the Petition Date to the extent such fine or penalty is not compensation for actual pecuniary loss suffered by the holder of such claim. “Penalties” shall only refer to those charges that are not compensation for actual pecuniary loss and not a part of a secured claim and, therefore, not entitled to priority treatment pursuant to 11 U.S.C. § 507(a)(8)(G).

B-10. Class 10 – Equity Holders

This class consists of Bahman Hafezamini and Bahman Khobahy.

B-11. Class 11 – Co-Obligor Claims

This class consists of those claims for which the Debtor has liability, but for which another entity has undertaken the primary payment obligation. Any Class 11 claims shall be excluded from both Class 5 and Class 7.

B-12. Class 12 – Indemnity Claims

This class consists of the indemnity claims of Bahman Hafezamini and Bahman Khobahy arising out of their contingent liability to Texas Capital Bank due to their individual guarantees of the Debtor’s loan facilities.

C. Division of Claims – IEDA Enterprise

A Claim is in a particular class only to the extent that the Claim qualifies within the description of that class. The classification of claims was made pursuant to the requirements of 11 U.S.C. § 1123(a)(1) and was performed entirely at the Debtor’s discretion. For the purposes of this Plan, the classes of claims are designated as follows:

C-1. Class 1 – Administrative Claims

This Class consists of all administrative claims in this case as defined by the Code.

C-2. Class 2 – Priority Non-Tax Claims

This Class consists of all priority non-tax claims in this case as defined by the Code.

C-3. Class 3 – Priority Tax Claims

This Class consists of all unsecured priority tax claims in this case as defined by the Code. Included in this Class are any claims for interest on a tax claim arising prior to the Petition Date, provided such interest is intended as compensation for actual pecuniary loss suffered by the holder of such claim. It does not include any penalties owed to any Class 3 claimant that are not compensation for actual pecuniary loss and not a part of a secured claim and, therefore, not entitled to priority treatment pursuant to 11 U.S.C. § 507(a)(8)(G). Similarly, it does not include any amount allowed a taxing authority as a secured claim.

C-4. Class 4 – Secured Claim of Texas Capital Bank, N.A.

This Class consists of Texas Capital Bank's secured claim in the amount of \$5,052,778.64.

C-5. Class 5 – Unsecured Claim of Alberto Dal Cin

This Class consists of Alberto Dal Cin's unsecured claim in the amount of \$973,000. This Class also includes the non-priority unsecured claim of American Five Trading.

C-6. Class 6 – General Unsecured Claims

This Class consists of any unsecured claims, including deficiencies from Class 4, if any. This class also consists of penalties and pre-petition interest, if any, owed to a taxing authority and not included in either (a) the Class 3 claim (Priority Tax Claims) for such taxing authority or (b) the allowed secured claim for such taxing authority. This Class does not include claims against IEDA Enterprise solely due to its position as general partner of Dallas Roadster, Limited.

C-7. Class 7 – Penalties

This Class consists of any fines or penalties arising prior to the Petition Date to the extent such fine or penalty is not compensation for actual pecuniary loss suffered by the holder of such claim. “Penalties” shall only refer to those charges that are not compensation for actual pecuniary loss and not a part of a secured claim and, therefore, not entitled to priority treatment pursuant to 11 U.S.C. § 507(a)(8)(G).

C-8. Class 8 – Equity Holders

This class consists of Bahman Hafezamini and Bahman Khobahy.

C-9. Class 9 – Co-Obligor Claims

This class consists of those claims for which the Debtor has liability, but for which another entity has undertaken the primary payment obligation. This Class includes all claims addressed by Dallas Roadster. Any Class 9 claims shall be excluded from Class 6.

C-10. Class 10 – Indemnity Claims

This class consists of the indemnity claims of Bahman Hafezamini and Bahman Khobahy arising out of their contingent liability to Texas Capital Bank due to their individual guarantees of the Debtor’s loan facilities.

D. Non-Participating Claims

Any Class that is not occupied as of the date of the hearing on confirmation of this Plan by an Allowed Claim or a claim temporarily allowed pursuant to Bankruptcy Rule 3018 shall (a) be deemed to accept the Plan or (b) alternatively, be deleted from this Plan solely for the purpose of voting on acceptance or rejection of this Plan and for the purpose of determining whether this Plan has been accepted by such class pursuant to Bankruptcy Code § 1129, but not be deleted for purposes of enforcement of this Plan against such class from and after Confirmation.

III. IDENTIFICATION OF UNIMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS – DALLAS ROADSTER

A. Unimpaired Classes of Claims and Interests

Classes 1, 2, 10, 11, and 12 are not impaired under this Plan.

B. Impaired Classes of Claims and Interests

Classes 3, 4, 5, 6, 7, 8, and 9 are impaired under this Plan.

C. Impairment Controversies

If a controversy arises as to whether any Claim or Equity Interest, or any class of Claims or class of Equity Interests, is impaired under this Plan, such class shall be treated as specified in this Plan unless the Bankruptcy Court shall determine such controversy upon motion of the party challenging the characterization of a particular Claim or Equity Interest under this Plan.

IV. IDENTIFICATION OF UNIMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS – IEDA ENTERPRISE

A. Unimpaired Classes of Claims and Interests

Classes 1, 2, 8, 9, and 10 are not impaired under this Plan.

B. Impaired Classes of Claims and Interests

Classes 3, 4, 5, 6, and 7 are impaired under this Plan.

C. Impairment Controversies

If a controversy arises as to whether any Claim or Equity Interest, or any class of Claims or class of Equity Interests, is impaired under this Plan, such class shall be treated as specified in this Plan unless the Bankruptcy Court shall determine such controversy upon motion of the party challenging the characterization of a particular Claim or Equity Interest under this Plan.

V. ACCEPTANCE OR REJECTION OF PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS

A. Classes Entitled to Vote

Each impaired class of Claims or Equity Interests shall be entitled to vote separately to accept or reject this Plan. Any unimpaired class of Claims shall be deemed to have accepted the Plan pursuant to Bankruptcy Code § 1126(f).

B. Class Acceptance Requirement

A class of Claims shall have accepted this Plan if it is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims of such class that have timely and properly voted on this Plan.

C. One Vote per Holder

If a holder of a Claim holds more than one Claim in any one class, all Claims of such holder in such class shall be aggregated and deemed to be one Claim for purposes of determining the number of Claims voting on this Plan.

D. Cramdown

Notwithstanding the rejection of this Plan by any class of Claims or Equity Interests, the Debtor may request that the Bankruptcy Court confirm this Plan in accordance with Bankruptcy Code § 1129(b).

VI. TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. General Overview.

This Plan contemplates that all creditors will be paid in full through the Debtor's operations over the term of the Plan.

Claims based on debts for which more than one entity is liable shall initially be the responsibility of the entity that has traditionally treated the debt as its liability. However, any entity that is a guarantor or co-obligor of another entity shall remain secondarily liable for the debt.

The assets of the Estate may be valued under Bankruptcy Code §§ 502 and 506 and Bankruptcy Rule 3012 on or before confirmation of the Debtor's Plan so that the value of any Secured Claim can be determined prior to implementation of the Plan. However, values agreed upon by interested parties may be utilized in lieu of formal findings by the Bankruptcy Court.

The amounts referenced in this Plan are in certain instances approximations and are subject to change. The amounts to be Allowed under the Plan are the amounts of the Allowed Claims filed by creditors on or before the Bar Date established by the Court for filing proofs of claim, after any objections interposed with respect to such claims have been resolved.

All Claimants will be required to make any election to which they are entitled by law or contract, whether under § 1111(b) or the Code or otherwise, in accordance with Bankruptcy Rule 3014.

B. Treatment of Claims and Interests – Dallas Roadster

Class 1 – Administrative Claims

This Class consists of all fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930, as well as all claims for administrative expenses pursuant to § 503(b) of the Bankruptcy Code, and specifically includes all costs and expenses of administration incurred or assumed subsequent to the filing date including, but without limitation, all fees and reimbursable expenses of professionals. This Class currently includes the claim of Patrick Michaels, Receiver, in the Allowed amount of \$120,000 and the claim of DeMarco Mitchell, PLLC, in the amount of

\$74,100 (plus expenses in the amount of \$905.05). It also includes the claim of J. Bennett White, P.C. for attorneys' fees in representing the Debtor. Through July 31, 2013, the Bankruptcy Court had approved interim fees to J. Bennett White, P.C. in the amount of \$185,315, of which \$150,000 has been paid. Through confirmation, J. Bennett White, P.C. estimates the fees that have already been provided but for which no court approval has been sought and the fees that have not yet been provided to total approximately \$50,000..

Each Holder of an Allowed Administrative Claim shall receive from the Debtor with respect to such Allowed Claim either (a) the amount of such Allowed Claim from the Debtor in one (1) Cash payment on the later of (i) the Effective Date, (ii) the date that is sixty (60) days after a request for payment of the Claim is filed, (iii) the date that is twenty (20) days after the Claim becomes an Allowed Claim, or (b) such other treatment as may be agreed upon in writing by such holder; provided, however, that an Allowed Administrative Claim representing a liability incurred in the ordinary course of business shall be paid by the Debtor upon presentment or otherwise in accordance with the terms of the particular transaction and any agreement related thereto.

DeMarco Mitchell, PLLC has agreed to accept payment on its Class 1 Claim as follows: \$36,605.05 shall be paid on the Effective Date along with a promissory note in the amount of \$35,700. The promissory note shall be secured with a lien against some asset of Debtor, which security interest may be junior or inferior to other liens or security interests. The promissory note will be payable in seven (7) monthly installments of \$5,100 each. The promissory note shall not require the payment of interest, except in the event of default. Should Debtor's case be converted to a Chapter 7 case prior to full payment of the promissory note, the unpaid balance of the promissory note shall be reinstated as an administrative priority claim.

Patrick Micheals agreed to accept ten (10) monthly payments in the amount of \$12,000 each. Those payments commenced in May, 2013. Debtor's projections anticipate five (5) payments (\$60,000) remaining as of the Effective Date.

Applications for compensation and reimbursement filed by Professionals employed under § 327 of the Bankruptcy Code or otherwise employed by order of the Bankruptcy Court shall be filed no later than forty-five (45) days after the Effective Date. All other requests for payment of Administrative Claims found to be effective by the Bankruptcy Court shall be filed by the earlier of (i) thirty (30) days after the date of service of notice of the Effective Date, or (ii) any applicable bar date established by the Bankruptcy Court and noticed separately by the Debtor, and if no timely request for payment of Administrative Claims is reversed, such claims shall be forever barred and shall not be assertable in any manner against the Debtor or the Estate provided no request for payment shall be required with respect to Administrative Claims that have been paid previously or with respect to Administrative Claims representing liabilities incurred in the ordinary course of business unless a dispute exists as to any such liabilities or unless the provisions of the Bankruptcy Code require approval or allowance by the Bankruptcy Court as a precondition to payments being made on any such liability. This Class is not impaired.

Class 2 – Priority Non-Tax Claims

Each holder of an Allowed Class 2 Claim shall be paid in full on the Effective Date. The only known Class 2 claim is the claim of Alberto Dal Cin in the amount of \$1,200. Payment of Class 2 Claims shall be made in full within the later of (i) sixty (60) days after the Effective Date or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim. This Class is not impaired.

Class 3 – Priority Tax Claims

This Class consists of all unsecured claims for ad valorem property taxes owed by the Debtor. This Class is impaired. Debtor is unaware of any currently existing Class 3 claims.

Each holder of a Class 3 Claim shall receive payment of its Allowed Claim, in full, with interest at the rate of four percent (4%) per annum. Each Claim allowed in an amount less than \$10,000.00 shall be paid in installments amortized over twelve (12) months from the later of (i) the Effective Date, (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim, or (iii) such other treatment as may be agreed upon in writing by such holder. Each Claim allowed in an amount in excess of \$10,000.00 shall be paid in installments over a period of sixty (60) months from the Commencement Date. These installment payments shall be amortized over a term of months beginning at the later of (i) the Effective Date or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim, and in either case ending sixty (60) months after the Commencement Date.

All unsecured amounts Allowed to the holders of Class 3 Claims for penalties, if any, will be entitled to treatment under Class 9 (Penalty Claims).

Class 4 – Secured Claim of Texas Capital Bank, N.A.

Texas Capital Bank's Class 4 claim is Fully Secured.

Texas Capital Bank has filed a proof of claim in the amount of \$5,052,778.64 as of the petition date. As of September 11, 2012, Texas Capital Bank estimated its total claim in the amount of \$2,553,751.80. This amount included \$469,289.83 in prepetition fees and expenses, \$214,612.12 for principal and interest on the DIP Loan, and \$250,000 for estimated attorneys' fees and post-petition expenses. This amount could also be increased for additional legal fees and expenses incurred by Texas Capital Bank after September 11, 2012, to the extent such legal

fees and expenses are allowed as part of Texas Capital Bank's claim. Debtor intends to object to this Claim.

The portion of Texas Capital Bank's Class 4 Claim represented by the DIP has been paid in full.

The remainder of Texas Capital Bank's Class 4 Claim shall be allowed in the amount of Debtor's correct loan balance provided that amount has been properly calculated, with proper credit given for all payments and offsets (both prepetition and postpetition). The Class 4 Claim shall also be offset by the amount of any claim for damages awarded Debtor against Texas Capital Bank. The Class 4 Claim shall then be paid on the basis of an amortization over three hundred (300) months in equal payment of principal and interest with interest being calculated on the basis of three percent (3%) per annum. Using the most recent claim estimate provided by Texas Capital Bank, the monthly principal and interest payment on the Class 4 Claim would be \$12,110.18. Payment of this portion of the Class 4 Claim shall commence at the later of (i) the month following final payment of the DIP Loan or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim.

Subject to the limitation in Art. VII below, the Class 4 Claim shall be secured solely by the Debtor's interest in real property. Confirmation of this Plan shall serve to release all security interests held by Texas Capital Bank against Debtor's personal property including, but not limited to, vehicles, inventory, furniture, fixtures, equipments, accounts, notes, and general intangibles. Debtor contends that the modification of Texas Capital Bank's lien is permissible. Historically, Debtor has two (2) separate loans with Texas Capital Bank – a "vehicle" loan and a "real estate" loan. The loans were commonly referred to on that basis and, although cross-collateralization language existed in the loan documents, the loans were treated as distinct and

independent of each other. Early in this case, the principal and interest owed on the vehicle loan was fully repaid. Texas Capital Bank continues to assert a portion of its claim for fees and expenses incurred prepetition in conjunction with the vehicle loan. Also, the DIP loan that provided operating funds for the Debtor has been fully repaid. The only unpaid principal is from the real estate loan. Texas Capital Bank also continues to assert that it is entitled to recover all post-petition fees and expenses incurred. Since the Debtor's non-real estate assets provide no additional value to Texas Capital Bank's secured claim, and since the real estate adequately secures the loan balance, there ample justification for Texas Capital Bank's liens on its non-real estate collateral to be released.

In the event Debtor contracts to sell any of the real estate securing the Class 4 Claim, the lien against each such parcel of property shall be released in exchange for payment to the holder of the Class 4 Claim in the following amounts: 404 N. Central Expy - \$460,000; 10th St. & Ave. K (SE corner) - \$200,000; 825 Ave. K - \$420,000; and 905 Ave. K - \$750,000.²

The pre-petition loan documents between Debtor and Texas Capital Bank will be modified and superseded by new loan documents executed as of the Effective Date. In the event the parties are unable to agree on mutually satisfactory new loan documents, Debtor will execute a promissory note and deed of trust in the form attached hereto as **Exhibit 1** and Texas Capital Bank will be obligated to accept the terms set forth in these documents. This Class is impaired.

Class 5 – General Unsecured Claims – Trade Creditors

This Class consists of the claims of Dallas Roadster's vendors and general trade creditors. Any general unsecured claim held by Ben Khobahy or by Ben Amini is expressly excluded from

² Other bankruptcy courts have approved of this process. See e.g. *In re TMA Associates, Ltd.*, 160 B.R. 172, 174 (D. Colo. 1993); *In re SCC Kyle Partners, Ltd.*, 2013 Bankr. LEXIS 4239, ** 72-76 (Bankr. W.D. Tex. 2013).

this Class. The amount of claims eligible for treatment is currently estimated to be approximately \$200,000.

Holders of general unsecured claims shall have the option to elect to be classified in Class 6, and receive the treatment specified therein. Such an election shall constitute a waiver of the right to collect, and a release of, the amount of the allowed General Unsecured Claim in excess of the amount provided for payment in Class 6, and each holder of an Allowed Convenience Claim shall be deemed to have released the Debtor and its Estate from any and all liability for such excess amount. The holder of an allowed General Unsecured Claim that timely elects to reduce the amount of its Allowed Claim shall be deemed to be the holder of an Allowed Convenience Claim for classification, voting, and all other purposes under the Plan. Class 6 claims are impaired and are a subset of Class 5 Claims (General Unsecured Claims). Class 5 claims shall be paid in full over forty-two (42) months, plus interest at the rate of four percent (4%) per annum.

Provided, however, the total amount to be distributed between all holders of claims in this class shall not exceed \$7,500.00 per month.

If the total amount of Allowed General Unsecured Claims exceeds \$315,000, then the time for payment of Class 5 claims shall be extended until such time as the Allowed Claims have been paid in full. To the extent Debtor's available cash flow permits payments to be made more promptly, Debtor reserves the right to do so.

For each holder of a Class 5 Claim, payments shall commence at the later of (i) three (3) months after the Effective Date or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim. This Class is impaired.

Class 6 - Allowed Convenience Claims.

This Class consists of those holders of Class 5 claims electing to be paid as Convenience Claims under the provisions of this subclass.

Convenience Claims shall be allowed in the amount of the lesser of fifty percent (50%) of the allowed General Unsecured Claim of the electing holder or \$5,000.00. Allowed Convenience Claims shall be paid in full in Cash within one hundred and eighty (180) days after the Effective Date. This Class is impaired.

Class 7 – General Unsecured Claims – Investors

This class consists of the claims of Abdee Molavi, Abdollah Adloo, Abdollah Nouri, Ali Hafezamini, Rahim Hafezamini, and Russell Jabari. Each of these persons has loaned money to Dallas Roadster for the purpose of realizing income through the payment of interest. These claims total approximately \$735,000. These claims shall be paid in monthly payments of principal and interest on the basis of an amortization over one hundred and twenty (120) months at 4% interest, with payments commencing three (3) months after the Effective Date. This Class is impaired.

Class 8 – Unsecured Claim of Alberto Dal Cin

This Class consists of Alberto Dal Cin's unsecured claim in the amount of \$1,073,000. This Class also includes the unsecured claims of DLP Enterprises (\$50,000) and the non-priority unsecured claim of American Five Trading (\$231,091.14).

Debtor acknowledges a claim by Alberto Dal Cin, but disputes the amounts claimed. The Class 7 claim of Alberto Dal Cin (including DLP Enterprises and American Five Trading) is the result of the investment of money by Alberto Dal Cin for the purpose of becoming a partner in Dallas Roadster. Debtor shall be entitled to offset the Class 7 claim by the amount of funds

contributed by Dallas Roadster toward the purchase and ownership of two (2) parcels of real estate currently held by American Five Trading for the benefit of Dallas Roadster.

Upon determination of a proper claim amount, the Class 7 shall be paid in full, with interest at the rate of four percent (4%) per annum. Payments of principal and interest shall commence at the later of (i) three (3) months after the Effective Date or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim. Payments shall be in the amount of \$8,000 per month for the first thirty-six (36) payments, and shall then increase to \$16,000 per month for the next twenty-four (24) payments, at which time any unpaid balance of the Class 7 claim shall be paid in full.

This Class is impaired.

Class 9 – Penalties

This Class consists of any fines or penalties arising prior to the Petition Date to the extent such fine or penalty is not compensation for actual pecuniary loss suffered by the holder of such claim. Debtor is unaware of any currently existing Class 9 Claims. Payments to the holders of Class 9 claims shall commence at the later of (i) five (5) months after the Effective Date or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim. Any lien held by a Class 9 claimant shall be retained until the Allowed Class 9 claim has been paid in full. Payments to Class 9 claimants shall include interest from the Petition Date at the rate of three percent (3%) per annum and shall be paid. This Class is impaired.

Class 10 – Equity Holders

Bahman Hafezamini (“Ben Amini”) and Bahman (“Ben”) Khobahy shall retain their partnership interests. They shall continue to receive draws and other benefits consistent with and comparable to those provided prior to and subsequent to the Petition Date. Any general

unsecured claim of Ben Amini or of Ben Khobahy shall not be entitled to any payment under this Plan, but shall be added to each of their respective capital accounts in the Debtor. This Class is not impaired.

Class 11 – Co-Obligor Claims

This class consists of those claims for which the Debtor has liability, but for which another entity has undertaken the primary payment obligation. Any Class 11 claims shall be excluded from both Class 5 and Class 6. Debtor is unaware of any currently existing obligations that fall into this Class.

Should the primary obligor fail to make the regularly scheduled payments in accordance with the applicable loan documents, the Debtor shall make the required payments. In the event the Debtor is required to make any payments under this Class, it shall have the right to recoup such payments from the primary obligor and shall have the right of subrogation against any assets of the primary obligor or other collateral securing the indebtedness owed the Holder of a Class 11 claim. This right of subrogation shall be pursuant to the terms of the existing loan documents and guaranty agreement, as supplemented by common law. This Class is not impaired.

Class 12 – Indemnity Claims

In the event Bahman Hafezamini or Bahman Khobahy is required to make any payment on an obligation of the Debtor, he shall have the right to recoup such payments from the Debtor and shall have the right of subrogation against any assets of the Debtor or other collateral securing the indebtedness owed Texas Capital Bank on its Class 4 claim. Debtor is unaware of any potential Class 12 claims other than Bahman Hafezamini's and Bahman Khobahy's guarantees of Debtor's indebtedness to Texas Capital Bank. This right of subrogation shall be

pursuant to the terms of the existing loan documents and guaranty agreement, as supplemented by common law. This Class is not impaired.

C. Treatment of Claims and Interests – IEDA Enterprise

Class 1 – Administrative Claims

This Class consists of all fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930, as well as all claims for administrative expenses pursuant to § 503(b) of the Bankruptcy Code, and specifically includes all costs and expenses of administration incurred or assumed subsequent to the filing date including, but without limitation, all fees and reimbursable expenses of professionals.

Each Holder of an Allowed Administrative Claim shall receive from the Debtor with respect to such Allowed Claim either (a) the amount of such Allowed Claim from the Debtor in one (1) Cash payment on the later of (i) the Effective Date, (ii) the date that is sixty (60) days after a request for payment of the Claim is filed, (iii) the date that is twenty (20) days after the Claim becomes an Allowed Claim, or (b) such other treatment as may be agreed upon in writing by such holder; provided, however, that an Allowed Administrative Claim representing a liability incurred in the ordinary course of business shall be paid by the Debtor upon presentment or otherwise in accordance with the terms of the particular transaction and any agreement related thereto.

Applications for compensation and reimbursement filed by Professionals employed under § 327 of the Bankruptcy Code or otherwise employed by order of the Bankruptcy Court shall be filed no later than forty-five (45) days after the Effective Date. All other requests for payment of Administrative Claims found to be effective by the Bankruptcy Court shall be filed by the earlier of (i) thirty (30) days after the date of service of notice of the Effective Date, or (ii) any

applicable bar date established by the Bankruptcy Court and noticed separately by the Debtor, and if no timely request for payment of Administrative Claims is reversed, such claims shall be forever barred and shall not be assertable in any manner against the Debtor or the Estate provided no request for payment shall be required with respect to Administrative Claims that have been paid previously or with respect to Administrative Claims representing liabilities incurred in the ordinary course of business unless a dispute exists as to any such liabilities or unless the provisions of the Bankruptcy Code require approval or allowance by the Bankruptcy Court as a precondition to payments being made on any such liability. This Class is not impaired.

Class 2 – Priority Non-Tax Claims

Each holder of an Allowed Class 2 Claim shall be paid in full on the Effective Date. This Class is not impaired.

Class 3 – Priority Tax Claims

This Class consists of all unsecured claims for ad valorem property taxes owed by the Debtor. Debtor is unaware of any currently existing Class 3 claims. This Class is impaired.

Each holder of a Class 3 Claim shall receive payment of its Allowed Claim, in full, with interest at the rate of four percent (4%) per annum. Each Claim allowed in an amount less than \$10,000.00 shall be paid in installments amortized over twelve (12) months from the later of (i) the Effective Date, (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim, or (iii) such other treatment as may be agreed upon in writing by such holder. Each Claim allowed in an amount in excess of \$10,000.00 shall be paid in installments over a period of sixty (60) months from the Commencement Date. These installment payments shall be amortized over a term of months beginning at the later of (i) the Effective Date or (ii) the date

that is twenty (20) days after the Claim becomes an Allowed Claim, and in either case ending sixty (60) months after the Commencement Date.

All unsecured amounts Allowed to the holders of Class 3 Claims for penalties, if any, will be entitled to treatment under Class 7 (Penalty Claims).

Class 4 – Secured Claim of Texas Capital Bank, N.A.

This claim is addressed by Dallas Roadster.

Class 5 – Unsecured Claim of Alberto Dal Cin

This claim is addressed by Dallas Roadster.

Class 6 – General Unsecured Claims

Holders of general unsecured claims shall be paid in full within ninety (90) days after the Effective Date. Debtor estimates the total Claims in this Class to be less than \$20,000. This Class is impaired.

Class 7 – Penalties

This Class consists of any fines or penalties arising prior to the Petition Date to the extent such fine or penalty is not compensation for actual pecuniary loss suffered by the holder of such claim. Debtor estimates the total Claims in this Class to be less than \$5,000. Payments to the holders of Class 7 claims shall commence at the later of (i) five (5) months after the Effective Date or (ii) the date that is twenty (20) days after the Claim becomes an Allowed Claim. Any lien held by a Class 7 claimant shall be retained until the Allowed Class 7 claim has been paid in full. Payments to Class 7 claimants shall include interest from the Petition Date at the rate of three percent (3%) per annum and shall be paid. This Class is impaired.

Class 8 – Equity Holders

IEDA Enterprise's shareholders shall retain their ownership interests. The shareholders shall continue to receive compensation consistent with and comparable to that provided prior to and subsequent to the Petition Date. This Class is not impaired.

Class 9 – Co-Obligor Claims

This Class consists of those claims for which the Debtor has liability, but for which another entity has undertaken the primary payment obligation. Any Class 9 claims shall be excluded from Class 6.

Should the primary obligor fail to make the regularly scheduled payments in accordance with the applicable loan documents, the Debtor shall make the required payments. In the event the Debtor is required to make any payments under this Class, it shall have the right to recoup such payments from the primary obligor and shall have the right of subrogation against any assets of the primary obligor or other collateral securing the indebtedness owed the Holder of a Class 9 claim. This right of subrogation shall be pursuant to the terms of the existing loan documents and guaranty agreement, as supplemented by common law. This Class is not impaired.

Class 10 – Indemnity Claims

In the event Bahman Hafezamini or Bahman Khobahy is required to make any payment on an obligation of the Debtor, he shall have the right to recoup such payments from the Debtor and shall have the right of subrogation against any assets of the Debtor or other collateral securing the indebtedness owed Texas Capital Bank on its Class 4 claim. Debtor is unaware of any potential Class 10 claims other than Bahman Hafezamini's and Bahman Khobahy's guarantees of Debtor's indebtedness to Texas Capital Bank. This right of subrogation shall be

pursuant to the terms of the existing loan documents and guaranty agreements, as supplemented by common law. This Class is not impaired.

VII. PROVISIONS APPLICABLE TO ALL SECURED CLAIMS

Each holder of an Allowed Secured Claim shall receive either (a) the value of such holder's Allowed Secured Claim or (b) the indubitable equivalent of such holder's claim. Any provision of this Plan which prevents a holder of an Allowed Secured Claim from realizing, at a minimum, the indubitable equivalent of such holder's claim shall be inapplicable and unenforceable as to such creditor. The claims of all fully secured creditors shall include post-petition interest (at the non-default contract rate) and reasonable attorneys' fees except that, should the inclusion of post-petition interest and reasonable attorneys' fees cause the total claim amount to exceed the value of the holder's collateral, then such claim shall be limited to the collateral value (with the collateral value determined as of the Effective Date of the Plan).

VIII. PROVISION FOR THE DISTRIBUTION OF LITIGATION PROCEEDS

In the event of a recovery against Texas Capital Bank on the causes of action to be asserted against it by the Debtor, whether by settlement or otherwise, the funds realized shall inure to the benefit of the Debtor's estate. The funds realized shall be used to pay the claims of all unsecured creditors in the order of priority set forth in this Plan, unless otherwise ordered by the Court. Any payments to creditors from litigation proceeds shall be credited against Debtor's obligations under this Plan.

IX. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumed if Not Rejected

All contracts and leases of the Debtor that constituted executory contracts or unexpired leases as of the Petition Date shall be assumed as of the Effective Date, except for such contracts

and leases that (a) have been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (b) have been renegotiated and assumed on renegotiated terms pursuant to order of the Bankruptcy Court entered prior to the Effective Date, (c) are the subject of a motion to assume or reject pending as of the Confirmation Date and which shall be assumed or rejected in accordance with any Final Order on such motion, and subject to a pending motion and (d) are specifically treated otherwise in this Plan or in the Confirmation Order.

B. Expired Contracts or Leases

Any contract or lease that expired pursuant to its terms prior to the Effective Date, and that has not been assumed or rejected by Final Order prior to the Effective Date, is hereby specifically rejected.

C. Scheduled Contracts and Leases

All contracts, leases, and other obligations listed on Schedule G of the Debtor's Bankruptcy Schedules shall be deemed to be, and shall be treated as though they are, executory contracts and unexpired leases.

D. Claims Arising from Assumption or Rejection

All Allowed Claims arising from the rejection of an executory contract or unexpired lease shall be treated as General Unsecured Claims pursuant to respective section of this Plan unless otherwise ordered by Final Order of the Bankruptcy Court; and all other Allowed Claims relating to an executory contract or unexpired lease shall have such status as to which they may be entitled under the Bankruptcy Code as determined by Final Order of the Bankruptcy Court.

X. GENERAL PROVISIONS GOVERNING DISTRIBUTIONS

A. Distribution Responsibility

Subject to the specific treatment provisions of Article VI, the Debtor shall be responsible for and shall be obligated to make, or administer where appropriate, all distributions required under this Plan

B. Payment/Delivery Agents

The Debtor, or such payment/delivery agent(s) as it may in its sole discretion employ, shall make all distributions and deliveries required to be made under this Plan.

C. Date of Distributions

Distributions pursuant to this Plan shall be made on the date specified in Article VI, or any other payment or delivery date established in Section A hereof. Payments to normal post-petition course of business Claimants shall be made according to the terms of the Debtor's post-petition agreements with such Claimants. Distributions to be made pursuant to this Plan on a specified date shall be deemed made on that date if made no later than three (3) days after such date.

D. Cash Payment

Cash payments made pursuant to this Plan shall be in U.S. funds, by check drawn on a domestic bank, or by wire transfer from a domestic bank.

E. One Distribution Per Holder

If the holder of a Claim holds more than one Claim in any one class, all Claims of such holder in such class may be aggregated and deemed to be one Claim for distribution purposes, and only one distribution or delivery may be made with respect to the single, aggregated Claim.

F. Delivery of Distributions

Distributions to holders of Allowed Claims shall be made at the addresses set forth on the proofs of claim filed by such holders (or at the last known addresses of such holders if no proof of claim is filed or if the Debtor has been notified of a change of address). If any holder's distribution is returned as undeliverable, or is not sent because no address is available, no further distributions to such holder shall be made unless and until the Debtor (or a payment agent, if applicable) is notified of such holder's then-current address on or within ninety (90) days from the date such distribution is made, at which time all missed distributions shall be made to such holder. Amounts in respect of undeliverable distributions made through a payment agent shall be returned to the Debtor, and remain with it until such distributions are claimed. All claims for undeliverable distributions must be made on or before 180 days from the Effective Date (the "Distribution Bar Date"). After such Distribution Bar Date, all unclaimed property shall revert to the Debtor. The claim of any holder with respect to such property, or the claims of any state under its unclaimed property laws with respect to such property (which state shall not be deemed a holder of a Claim under such laws for purposes of this Plan), shall be discharged and forever barred.

G. Time Bar to Cash Payments

Checks issued by the Debtor, or by a payment agent on its behalf, in respect to Allowed Claims shall be null and void if not cashed within ninety (90) days of the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Debtor. Any claim in respect of such avoided check shall be made on or before the Distribution Bar Date.

H. Effect of Preconfirmation Distributions

Nothing in this Plan shall be deemed to entitle the holder of a Claim that received, prior to the Effective Date, full or partial payment of such holder's Claim, by way of settlement or otherwise, pursuant to an order of the Bankruptcy Court, provision of the Bankruptcy Code, or other means, to receive a duplicate payment in full or in part pursuant to this Plan. All such full or partial payments shall be deemed to be payments made under this Plan for purposes of satisfying the obligations of the Debtor hereunder.

I. Prepayment

Unless this Plan otherwise provides, the Debtor shall have the right to prepay, without penalty, all or any portion of an Allowed Claim at any time.

J. Elections

To the extent this Plan provides for an election to be made by the holder of a claim, such election shall be made by the time for serving ballots accepting or rejecting the Plan. Those holders not entitled to vote must still serve any election concerning the potential treatment of such holder's claim by the voting deadline. No election shall be deemed to be made unless it is affirmatively expressed by the voting deadline.

K. Minimum Distribution Amount

The Debtor may pay any Allowed Claim in full if the balance of that claim is \$100.00 or less. The Debtor shall not be required to make any payment in an amount less than \$10.00 on any Claim. For any claim for which a payment is due in an amount less than \$10.00, the Debtor may withhold payment until the payment due has accumulated an amount equal to at least \$10.00. Notwithstanding the foregoing, the Debtor shall make at least one payment per year on each Allowed Claim.

XI. GENERAL PROVISIONS FOR OBJECTING TO CLAIMS AND RESOLVING AND TREATING CONTESTED AND CONTINGENT CLAIMS

A. Objection and Amendment Deadline

As soon as practicable, but in no event later than forty-five (45) days after the Effective Date, objections to Claims shall be filed with the Bankruptcy Court and served upon the holders of each of the Claims to which objections are made. All parties must file any amendment or modifications to their proofs of claim on or before the Effective Date.

B. Prosecution of Objections

The Debtor shall have the sole responsibility for litigating, withdrawing, or resolving all objections to Claims after the Effective Date.

C. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments shall be made with respect to all or any portion of a Contested Claim unless and until all objections to such Contested Claim have been determined by Final Order. For any portion of a Contested Claim that is allowed by Final Order, the Debtor shall distribute such funds as would be required to restore the Claimant to the position it would have been in had its Allowed Claim been allowed as of the Effective Date. Such payment shall be made on or before the date when the next scheduled distribution to claimants in the same Class as the affected Claimant is due.

D. Disallowance of Postpetition Additions

The Debtor shall not be required to make specific objections to proofs of claim that allege a right to recover postpetition interest, penalties, fees, and other accruals with respect to prepetition claims which are prohibited under Bankruptcy Code § 502 (except secured claims entitled to such accruals pursuant to Bankruptcy Code § 506(b)), and any claim amounts

attributable to such postpetition interest, penalties, fees, and other accruals shall be disallowed in full upon entry of the Confirmation Order.

XII. MEANS FOR IMPLEMENTATION OF THE PLAN

The Debtor shall implement the Plan by resuming operations as it has successfully for sixteen (16) years prior to the unwarranted and baseless actions of Texas Capital Bank. Attached to this Plan as **Exhibit 2** is a sixty (60) month cash flow projection illustrating Debtor's ability to perform the obligations required of it by this Plan. Although the projections contemplate no additional sources of funding other than Debtor's the revenue and cash flow generated internally through the Debtor's current capital structure, Debtor anticipates that it will be able to obtain traditional floor plan financing that would facilitate faster growth and generate greater profits than are currently projected.

Debtor will continue its attempts to replace the capital wrongfully deprived it by Texas Capital Bank and shall seek redress and recompense for the damages caused by Texas Capital Bank's overzealous conduct.

A. Revesting of Assets

Upon confirmation of this Plan, Debtor shall be revested with all of its assets, subject only to liens and claims set forth in this Plan, and shall be entitled to manage its affairs without further order of the Court.

The Debtor's operations shall be continued to be managed by Bahman Hafezamini and Bahman Khobahy.

B. Prohibition Against Discriminatory Treatment of the Debtor

A governmental unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect

to such a grant against, the Debtor, or another Person with whom the Debtor has been associated, solely because of the commencement, continuation, or termination of the Chapter 11 Case or because of any provision of this Plan or the legal effect of this Plan. The Confirmation Order shall constitute an express injunction against any such discriminatory treatment by a governmental unit.

C. Discharge of Debtor

The Debtor and Reorganized Debtor shall be discharged as of the Confirmation Date from all claims and interests to the extent permitted by the Bankruptcy Code and except as expressly provided in this Plan.

D. Preservation and Post-Effective Date Ownership and Management of the Debtor's Claims, Demands, and Causes of Action

Subject to the provisions of this Plan, all claims, demands, and causes of action held by, through, or on behalf of the Estate against any other Person are hereby preserved in full and no provision of this Plan shall impair the rights of the Debtor, as applicable, with respect to any such claims, demands, and causes of action. The Plan shall not impair the claims, demands, or causes of action of any party against any Person to the extent such claims, demands, or causes of action consist of the assertion of the individual rights, if any, of the party asserting the claims, demand, or causes of action. All claims for recovery against any party not released in and by virtue of this plan arising under any of Bankruptcy Code §§ 544, 545, 546, 547, 548, 549, 550, 551, or 553(b), are preserved notwithstanding the occurrence of the Effective Date by and in the name of the Debtor and Reorganized Debtor or its designee and shall be managed solely by the Reorganized Debtor for the benefit of the Class 10 beneficiaries of the Plan.

E. Compliance with Tax Requirements

In connection with the Plan, the Debtor shall comply with all withholding and reporting requirements imposed by federal, state, local, and foreign taxing authorities, and all distributions hereunder shall be subject to such withholding and reporting requirements to the extent applicable.

F. Compliance with All Other Applicable Law

Except as otherwise provided in this Plan, the Debtor shall comply with any applicable law, rule, regulation, or order of a governmental authority relating to its business; provided that nothing contained herein shall require such compliance by the Debtor if any such law, rule, regulation, or order is preempted by the Bankruptcy Code or if the legality or applicability of any such law, rule, regulation, or order is being contested in good faith in appropriate proceedings by the Debtor and, where appropriate, for which an adequate reserve has been set aside on the books of the Debtor.

XIII. MODIFICATION OF THE PLAN

Modifications of this Plan may be proposed in writing by the Debtor at any time before confirmation, provided that the Plan, as modified, meets the requirements of Bankruptcy Code §§ 1122 and 1123, and the Debtor shall have complied with Bankruptcy Code § 1125. This Plan may be modified at any time after confirmation and before its substantial consummation, provided that the Plan, as modified, meets the requirements of Bankruptcy Code §§ 1122 and 1123, and the Bankruptcy Court, after notice and a hearing, confirms the Plan, as modified, under Bankruptcy Code § 1129, and the circumstances warrant such modification. A holder of a Claim that has accepted or rejected this Plan shall be deemed to have accepted or rejected, as the

case may be, such Plan as modified, unless, within the time fixed by the Bankruptcy Court, such holder changes its previous acceptance or rejection.

XIV. RETENTION OF JURISDICTION

The Bankruptcy Court shall retain and have exclusive jurisdiction over the Chapter 11 Case for the following purposes:

To determine any and all objections to the allowance of Claims;

To determine any and all applications for allowance of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or this Plan;

To determine any applications pending on the Effective Date for the rejection or assumption of executory contracts or unexpired leases, or for the assumption and assignment, as the case may be, of executory contracts or unexpired leases to which the Debtor may be liable, to determine the nature and existence of any executory contracts or unexpired leases, and to hear and determine, and if need be to liquidate, any and all Claims arising therefrom;

To determine any and all applications, adversary proceedings, and contested or litigated matters that may be pending on the Effective Date or filed thereafter by the Debtor pursuant to the provisions of the Bankruptcy Code;

To consider any modifications of this Plan, remedy any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;

To determine all controversies, suits, and disputes that may arise in connection with the interpretation, enforcement, or consummation of this Plan or any Person's obligations thereunder;

To consider and act on the compromise and settlement of any claim against or cause of action by or against the Debtor's Estate;

To issue such orders in aid of execution of this Plan including any orders necessary to effectuate a transfer of Debtor's property, to the extent authorized by Bankruptcy Code § 1142;

To determine such other matters filed or to be filed relating to the Debtor which are adversary proceedings under Bankruptcy Rule 7001 including, but not limited to claims arising under Bankruptcy Code §§ 544, 545, 546, 547, 548, 549, and 550.

XV. MISCELLANEOUS PROVISIONS

A. Headings.

The Headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the meanings hereof.

B. Employment of Insiders.

Except for Bahman Hafezamini and Bahman Khobahy, no insider has been, or is expected to be, retained as an employee of the Debtor.

C. Notices.

All notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally, by telephonic document transfer, or mailed by registered or certified mail, return receipt requested;

i) If to the Debtor, to Debtor's attorney, J. BENNETT WHITE, 1011 Pruitt Place, Tyler, Texas 75703, fax (903) 597-4330;

ii) If to a holder of an Allowed Claim or Allowed Interest, at the address set forth in its proof of claim, or the address set forth in Debtor's schedules and mailing matrix.

iii) Notice shall be deemed given when received. Any party may change the address at which it is to receive notice under the Plan by sending written notice pursuant to the provisions of this paragraph to the Debtor's attorney of record.

D. Paragraph, Section, and Article References.

Unless otherwise specified, all references in the Plan to paragraphs, sections, and articles are to paragraphs, sections, and articles of the Plan.

E. Reservation of Rights.

1. Neither the filing of this Plan, nor any statement or provision contained herein, nor the taking by any creditor of any action with respect to this Plan shall be or be deemed to be an admission against interest and,

2. Until the Effective Date, be or be deemed to be a waiver of any rights which any creditor might have against the Debtor or any of their properties or any other creditor of the Debtor, and until the Effective Date, all such rights are specifically reserved. In the event that the Effective Date does not occur, neither this Plan nor any statement contained in it, may be used or relied upon in any manner in any suit, action, proceeding, or controversy within or outside of the reorganization case involving Debtors.

F. Permanent Injunction.

Pursuant to Bankruptcy Code § 524, and except otherwise expressly provided in this Plan, the Confirmation Order shall provide, among other things, that all persons who have held, hold, or may hold Claims, and all persons who have held, hold, or may hold any interest, are permanently enjoined on and after the Confirmation Date from commencing or continuing any action, employing any process, or engaging in any act, to collect, recover, or offset any debt

discharged by the confirmation of this Plan as a personal liability of the Debtor, whether or not discharge of such debt has been waived.

G. Term of Other Injunctions or Stays.

Unless otherwise provided, all injunctions or stays provided for in this matter pursuant to Bankruptcy Code §§ 105 or 362 or otherwise, shall remain in full force and effect until the Confirmation Date and final disposition of this matter. Any stay or injunction issued pursuant to § 105 shall be governed by the proceeding issuing such injunction or stay.

H. Governing Law.

EXCEPT TO THE EXTENT THAT THE BANKRUPTCY CODE IS APPLICABLE, THE RIGHTS AND OBLIGATIONS ARISING UNDER THIS PLAN SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

I. Successors And Assigns.

The rights and obligations of any person named or referred to in the Plan shall be binding upon and shall inure to the benefit of the successors and assigns of such person.

J. Severability.

Should any provision in this Plan be determined to be unenforceable, such determination shall in no way limit or affect the enforceability and operative effect of any and all other provisions of this Plan. Moreover, if the Bankruptcy Court will not confirm this Plan because one or more provisions hereof are determined to be prohibited or invalid under applicable law, the Debtor may seek permission of the Bankruptcy Court to amend this Plan by deleting the offending provision.

K. Claims.

Various types of claims are defined in this Plan. This Plan is intended to deal with all claims against the Debtors of whatever nature or character, whether or not contingent or liquidated and whether or not allowed by the Court pursuant to § 502(a) of the Code.

L. Revocation of Plan

The Debtor reserves the right to revoke and withdraw this Plan prior to entry of the Confirmation Order. If the Debtor revokes or withdraws this Plan, or if confirmation of this Plan does not occur, then this Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtor or any other person or to prejudice in any manner the rights of the Debtor or any person in any further proceedings involving the Debtor.

XVI. DISCHARGE OF DEBTOR

A. Upon the issuance of the Order of Confirmation, and except or otherwise provided for in the Plan, the Debtor shall be discharged from all Claims and/or liabilities, as authorized by the Code. Pursuant to § 524(e), discharge of a debt of the Debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt.

A-1. Discharge of Claims against Debtor.

Pursuant to § 1141(d)(1)(A) of the Bankruptcy Code, the Debtor shall on the Effective Date be deemed discharged from any debt, except as expressly provided in this Plan, which arose before the Confirmation Date and any debt of a kind specified in §§ 502(g), 502(h) or 502(i) of the Bankruptcy Code regardless of whether:

- a proof of claim based on such debt has been filed under § 501 of the Bankruptcy Code,

- such Claim has been allowed under § 502 of the Bankruptcy Code,
- such Claim is listed on any Schedules filed by the Debtor herein, or
- the holder of such Claim has accepted this Plan.

B. Disbursing Agent.

The Debtor will act as disbursing agent for all distributions to be made under this Plan. The disbursements will be made by checks drawn by the disbursing agent. The Debtor shall not be liable for any acts or failures to act in its capacity as disbursing agent in the absence of proof of bad faith or gross negligence. If the Debtor is unable or unwilling to perform the duties of disbursing agent, the Court shall appoint a successor disbursing agent.

C. Prepaid Amounts.

If any amount to be paid under the terms of this plan shall have already been paid, the distribution provided herein for such claimant shall be accordingly reduced.

XVII. EVENTS OF DEFAULT AND REMEDIES

A. Events of Default

1. Failure on the part of the Debtor to make any payment required to be made under the Plan as and when due and the continuation of such failure for a period of thirty (30) days unless otherwise agreed between the Debtor and the affected creditor.

2. An administrator, trustee, receiver, custodian, or other representative appointed by or pursuant to any legislative act, resolution, or rule, any order or decree of any court, any governmental board or agency, or any agreement takes possession or control of all or such portions of the property of the Debtor as would materially interfere with the operation of the business of the Debtor.

B. Remedies

In the event of default, notice shall be given in accordance with Article XV.C. If the default is not cured within fourteen (14) days from the date notice is sent, the notifying creditor shall be free to exercise all remedies provided by law, including but not limited to all remedies provided by contract, the United States Bankruptcy Code, or state law. The default provisions applicable to the Internal Revenue Service shall take priority over this Section.

DALLAS ROADSTER, LIMITED

BY: IEDA Enterprise, Inc.
Its General Partner

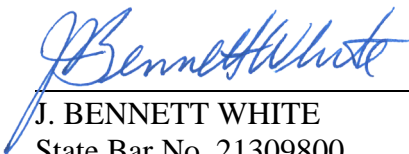
By: /s/ Ben Khobahy
President

IEDA ENTERPRISE, INC.

BY: /s/ Ben Khobahy
President

RESPECTFULLY SUBMITTED,

J. BENNETT WHITE, P.C.
1011 Pruitt Place (75703)
P. O. Box 6250
Tyler, Texas 75711
Telephone: (903) 597-4300
Telecopier: (903) 597-4330



J. BENNETT WHITE

State Bar No. 21309800
jbw@jbwlawfirm.com
ATTORNEYS FOR DALLAS ROADSTER,
LIMITED and IEDA ENTERPRISE, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically. As such, this document was served on all interested parties deemed to have consented to electronic service. Pursuant to Fed. R. Bankr. P. 9013, Fed. R. Civ. P. 5, and Loc. R. Bankr. P. 9013(f), all other interested parties not deemed to have consented to electronic service were served with a true and correct copy of the foregoing, unless noted otherwise below, by first class mail on this date, **September 9, 2013**. Those served by means other than electronic, are as follows:

Dallas Roadster, Limited
Attn: Ben Amini
404 N. Central Expressway
Richardson, TX 75080


J. BENNETT WHITE

EXHIBIT 1

Promissory Note

Date:

Borrower:

Borrower's Mailing Address: **[include county]**

Lender:

Place for Payment: **[include county]**

Principal Amount:

Annual Interest Rate:

Maturity Date:

Annual Interest Rate on Matured, Unpaid Amounts:

Terms of Payment (principal and interest): **[Insert clause from form 14-2.]**

Security for Payment: **[Insert clause from form 14-5; if note is unsecured, write "None."]**

Other Security for Payment:

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. After maturity, Borrower promises to pay any unpaid principal balance plus interest at the Annual Interest Rate on Matured, Unpaid Amounts.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount has been paid, refunded. On any acceleration or required or permitted prepayment, any excess interest will be canceled automatically as of the acceleration or prepayment or, if the excess interest has already been paid, credited on the Principal Amount or, if the Principal Amount has been paid, refunded. This provision overrides any conflicting provisions in this note and all other instruments concerning the debt.

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

[Name of borrower]

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Terms

Date:

Grantor:

Grantor's Mailing Address: **[include county]**

Trustee[s]:

Trustee's Mailing Address[es]: **[include county]**

Lender:

Lender's Mailing Address: **[include county]**

Obligation

Note

Date:

Original principal amount:

Borrower:

Lender:

Maturity date:

Other Debt:

Property (including any improvements):

Prior Lien:

Other Exceptions to Conveyance and Warranty:

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;
5. obey all laws, ordinances, and restrictive covenants applicable to the Property;
6. keep any buildings occupied as required by the Required Insurance Coverages;
7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
8. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the

Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- (a) the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- (b) if any action is instituted to foreclose or otherwise enforce the Subordinate

Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;

- (c) rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- (d) written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- (e) in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the dissolution of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the dissolution of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the dissolution of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (1) the dissolution of the partnership, (2) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (3) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (4) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

11. When the context requires, singular nouns and pronouns include the plural.

12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

15. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney [**include if the transaction is a secondary mortgage loan:** who is not an employee of Lender] for enforcement.

17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

18. The term *Lender* includes any mortgage servicer for Lender.

19. Grantor represents that this deed of trust and the Note are given for the following purposes: [**list specific purposes**].

20. In addition to creating a deed-of-trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

[Name of grantor]

EXHIBIT 2

Dallas Roadster
Document Page 64 of 78
Cash Flow Projections

	Units - Total Cash Sales Financed	28 23 5	28 23 5	28 23 5	32 27 5	32 27 5	32 27 5	36 31 5	36 31 5	36 31 5	36 31 5	40 35 5	40 35 5
Average Retail (Cash Sales)		\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Avg Retail (Financed)		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Plan Month		1	2	3	4	5	6	7	8	9	10	11	12
REVENUE													
<u>Sales</u>													
Vehicle Sales		\$414,000	\$414,000	\$414,000	\$486,000	\$486,000	\$486,000	\$558,000	\$558,000	\$558,000	\$558,000	\$630,000	\$630,000
Document Fees		\$3,500	\$3,500	\$3,500	\$4,000	\$4,000	\$4,000	\$4,500	\$4,500	\$4,500	\$4,500	\$5,000	\$5,000
Financing Fees		\$1,656	\$1,656	\$1,656	\$1,944	\$1,944	\$1,944	\$2,232	\$2,232	\$2,232	\$2,232	\$2,520	\$2,520
Warranties		\$3,982	\$3,982	\$3,982	\$4,586	\$4,586	\$4,586	\$5,191	\$5,191	\$5,191	\$5,191	\$5,796	\$5,796
Service		\$3,000	\$3,000	\$3,000	\$3,300	\$3,300	\$3,300	\$3,630	\$3,630	\$3,630	\$3,630	\$3,993	\$3,993
Aftermarket Sales													
<u>Collection of Accounts Receivable</u>													
In-House Financing (Pre-confirmation)		\$41,509	\$40,666	\$40,272	\$39,169	\$36,913	\$33,913	\$30,913	\$27,913	\$24,913	\$21,913	\$18,913	\$15,913
In-House Financing (Post-confirmation)		\$1,750	\$3,500	\$5,250	\$7,000	\$8,750	\$10,500	\$12,250	\$14,000	\$15,750	\$17,500	\$19,250	\$21,000
<u>Non-Operating Receipts</u>													
Loans and Advances													
Sale of Assets													
Rent		\$16,500	\$16,500	\$16,500	\$16,500	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
TOTAL RECEIPTS		\$485,897	\$486,804	\$488,159	\$562,499	\$562,494	\$561,244	\$633,716	\$632,466	\$631,216	\$630,329	\$702,472	\$701,222
EXPENSES													
Net Payroll		\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
Payroll Taxes		\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788
Sales, Use, and Other Taxes		\$2,594	\$2,542	\$2,517	\$2,448	\$2,307	\$2,120	\$1,932	\$1,745	\$1,557	\$1,370	\$1,182	\$995
Commission		\$11,600	\$11,600	\$11,600	\$13,400	\$13,400	\$13,400	\$15,200	\$15,200	\$15,200	\$15,200	\$17,000	\$17,000
Management Fees		\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Professional Fees		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Secretarial Service		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subcontractor Costs		\$9,480	\$9,480	\$9,480	\$10,920	\$10,920	\$10,920	\$12,360	\$12,360	\$12,360	\$12,360	\$13,800	\$13,800
Vehicle Expenses		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Repairs and Maintenance		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Auto Parts Purchases		\$3,318	\$3,318	\$3,318	\$3,822	\$3,822	\$3,822	\$4,326	\$4,326	\$4,326	\$4,326	\$4,830	\$4,830
Repossession Service		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Transportation Cost		\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Warranty Cost		\$3,318	\$3,318	\$3,318	\$3,822	\$3,822	\$3,822	\$4,326	\$4,326	\$4,326	\$4,326	\$4,830	\$4,830
Secured/Rental Leases		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Insurance		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Supplies		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Advertising		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$15,000	\$15,000
Software Licenses		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Bank and Credit Card Charges		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Courier		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$1,000	\$1,000
Marketing		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Office Expense		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Security and Alarm Service		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Telephone		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Miscellaneous		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Real Estate Taxes		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
U.S. Trustee Fees				\$9,000			\$9,000			\$9,000			
TOTAL EXPENSES		\$94,998	\$94,945	\$103,920	\$99,100	\$98,959	\$107,771	\$102,832	\$102,644	\$111,707	\$102,519	\$111,580	\$111,392
NET CASH FROM OPERATIONS		\$390,899	\$391,859	\$384,239	\$463,400	\$463,535	\$453,473	\$530,885	\$529,822	\$519,510	\$527,810	\$590,893	\$589,830
TRANSFER TO IEDA													
PLAN PAYMENTS													
Priority Claims		\$180,605	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100				
DIP Loan													
Texas Capital				\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110
General Unsecured Creditors - Class 5				\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111
Investor Claims - Class 7				\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442
Alberto Dal Cin - Class 8				\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Litigation Costs		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
TOTAL PLAN PAYMENTS		\$190,605	\$15,100	\$72,763	\$47,763	\$47,763	\$47,763	\$47,763	\$47,763	\$42,663	\$42,663	\$42,663	\$42,663
Funds Available for Inventory		\$200,294	\$376,759	\$311,476	\$415,637	\$415,772	\$405,710	\$483,122	\$482,060	\$476,847	\$485,148	\$548,230	\$547,168
Inventory Purchases		\$186,294	\$362,759	\$297,476	\$399,637	\$399,772	\$389,710	\$465,122	\$464,060	\$458,847	\$467,148	\$528,230	\$527,168
NET CASH FLOW		\$14,000	\$14,000	\$14,000	\$16,000	\$16,000	\$16,000	\$18,000	\$18,000	\$18,000	\$18,000	\$20,000	\$20,000
Inventory Value	\$ 1,300,000.00	\$1,107,094	\$1,090,653	\$1,008,929	\$971,766	\$934,739	\$887,649	\$858,371	\$828,031	\$792,478	\$765,226	\$741,456	\$716,623
Reserve		\$14,000	\$14,000	\$14,000	\$16,000	\$16,000	\$16,000	\$18,000	\$18,000	\$18,000	\$18,000	\$20,000	\$20,000
			\$28,000	\$42,000	\$58,000	\$74,000	\$90,000	\$108,000	\$126,000	\$144,000	\$162,000	\$182,000	\$202,000

	Units - Total	40	40	40	44	44	44	48	48	48	48	48	48
	Cash Sales	35	35	35	39	39	39	43	43	43	43	43	43
	Financed	5	5	5	5	5	5	5	5	5	5	5	5
Average Retail (Cash Sales)		\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Avg Retail (Financed)		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Plan Month		13	14	15	16	17	18	19	20	21	22	23	24
REVENUE													
<u>Sales</u>													
Vehicle Sales		\$630,000	\$630,000	\$630,000	\$702,000	\$702,000	\$702,000	\$774,000	\$774,000	\$774,000	\$774,000	\$774,000	\$774,000
Document Fees		\$5,000	\$5,000	\$5,000	\$5,500	\$5,500	\$5,500	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Financing Fees		\$2,520	\$2,520	\$2,520	\$2,808	\$2,808	\$2,808	\$3,096	\$3,096	\$3,096	\$3,096	\$3,096	\$3,096
Warranties		\$5,796	\$5,796	\$5,796	\$6,401	\$6,401	\$6,401	\$7,006	\$7,006	\$7,006	\$7,006	\$7,006	\$7,006
Service		\$4,392	\$4,392	\$4,392	\$4,832	\$4,832	\$4,832	\$5,315	\$5,315	\$5,315	\$5,846	\$5,846	\$5,846
Aftermarket Sales													
<u>Collection of Accounts Receivable</u>													
In-House Financing (Pre-confirmation)		\$12,913	\$9,913	\$6,913	\$3,913	\$913							
In-House Financing (Post-confirmation)		\$22,750	\$24,500	\$26,250	\$28,000	\$29,750	\$31,500	\$33,250	\$35,000	\$36,750	\$38,500	\$40,250	\$42,000
<u>Non-Operating Receipts</u>													
Loans and Advances													
Sale of Assets													
Rent		\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
TOTAL RECEIPTS		\$700,372	\$699,122	\$697,872	\$770,454	\$769,204	\$770,040	\$845,666	\$847,416	\$849,166	\$851,448	\$853,198	\$854,948
EXPENSES													
Net Payroll		\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
Payroll Taxes		\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788
Sales, Use, and Other Taxes		\$807	\$620	\$432	\$245	\$57	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commission		\$17,000	\$17,000	\$17,000	\$18,800	\$18,800	\$18,800	\$20,600	\$20,600	\$20,600	\$20,600	\$20,600	\$20,600
Management Fees		\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Professional Fees		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Secretarial Service		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subcontractor Costs		\$13,800	\$13,800	\$13,800	\$15,240	\$15,240	\$15,240	\$16,680	\$16,680	\$16,680	\$16,680	\$16,680	\$16,680
Vehicle Expenses		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Repairs and Maintenance		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Auto Parts Purchases		\$4,830	\$4,830	\$4,830	\$5,334	\$5,334	\$5,334	\$5,838	\$5,838	\$5,838	\$5,838	\$5,838	\$5,838
Repossession Service		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Transportation Cost		\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Warranty Cost		\$4,830	\$4,830	\$4,830	\$5,334	\$5,334	\$5,334	\$5,838	\$5,838	\$5,838	\$5,838	\$5,838	\$5,838
Secured/Rental Leases		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Insurance		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Supplies		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Advertising		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Software Licenses		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Bank and Credit Card Charges		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Courier		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Marketing		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Office Expense		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Security and Alarm Service		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Telephone		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Miscellaneous		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Real Estate Taxes		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
U.S. Trustee Fees													
TOTAL EXPENSES		\$116,205	\$116,017	\$115,830	\$119,890	\$119,703	\$119,646	\$123,894	\$123,894	\$123,894	\$123,894	\$123,894	\$123,894
NET CASH FROM OPERATIONS		\$584,167	\$583,105	\$582,042	\$650,564	\$649,501	\$650,395	\$721,773	\$723,523	\$725,273	\$727,554	\$729,304	\$731,054
TRANSFER TO IEDA													
PLAN PAYMENTS													
Priority Claims													
DIP Loan													
Texas Capital		\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110
General Unsecured Creditors - Class 5		\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111
Investor Claims - Class 7		\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442
Alberto Dal Cin - Class 8		\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Litigation Costs		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000			
TOTAL PLAN PAYMENTS		\$42,663	\$42,663	\$42,663	\$42,663	\$42,663	\$42,663	\$42,663	\$42,663	\$42,663	\$32,663	\$32,663	\$32,663
Funds Available for Inventory		\$541,504	\$540,442	\$539,379	\$607,901	\$606,838	\$607,732	\$679,110	\$680,860	\$682,610	\$694,892	\$696,642	\$698,392
Inventory Purchases		\$521,504	\$520,442	\$519,379	\$585,901	\$584,838	\$585,732	\$655,110	\$656,860	\$658,610	\$670,892	\$672,642	\$674,392
NET CASH FLOW		\$20,000	\$20,000	\$20,000	\$22,000	\$22,000	\$22,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Inventory Value	\$ 1,300,000.00	\$686,128	\$654,570	\$621,949	\$598,250	\$573,488	\$549,621	\$537,531	\$527,191	\$518,601	\$522,293	\$527,734	\$534,926
Reserve		\$20,000	\$20,000	\$20,000	\$22,000	\$22,000	\$22,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
		\$222,000	\$242,000	\$262,000	\$284,000	\$306,000	\$328,000	\$352,000	\$376,000	\$400,000	\$424,000	\$448,000	\$472,000

Dallas Reporter
Document Page 66 of 78
Cash Flow Projections

	Units - Total	53	53	53	53	53	53	56	56	56	56	56	56
	Cash Sales	48	48	48	48	48	48	51	51	51	51	51	51
	Financed	5	5	5	5	5	5	5	5	5	5	5	5
	Average Retail (Cash Sales)	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
	Avg Retail (Financed)	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
	Plan Month	25	26	27	28	29	30	31	32	33	34	35	36
REVENUE													
<u>Sales</u>													
Vehicle Sales		\$864,000	\$864,000	\$864,000	\$864,000	\$864,000	\$864,000	\$918,000	\$918,000	\$918,000	\$918,000	\$918,000	\$918,000
Document Fees		\$6,625	\$6,625	\$6,625	\$6,625	\$6,625	\$6,625	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
Financing Fees		\$3,456	\$3,456	\$3,456	\$3,456	\$3,456	\$3,456	\$3,672	\$3,672	\$3,672	\$3,672	\$3,672	\$3,672
Warranties		\$7,762	\$7,762	\$7,762	\$7,762	\$7,762	\$7,762	\$8,215	\$8,215	\$8,215	\$8,215	\$8,215	\$8,215
Service		\$6,431	\$6,431	\$6,431	\$7,074	\$7,074	\$7,074	\$7,781	\$7,781	\$7,781	\$8,559	\$8,559	\$8,559
Aftermarket Sales													
<u>Collection of Accounts Receivable</u>													
In-House Financing (Pre-confirmation)													
In-House Financing (Post-confirmation)		\$43,750	\$45,500	\$47,250	\$49,000	\$50,750	\$52,500	\$54,250	\$56,000	\$57,750	\$59,500	\$61,250	\$63,000
<u>Non-Operating Receipts</u>													
Loans and Advances													
Sale of Assets													
Rent		\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
TOTAL RECEIPTS		\$949,023	\$950,773	\$952,523	\$954,916	\$956,666	\$958,416	\$1,015,918	\$1,017,668	\$1,019,418	\$1,021,947	\$1,023,697	\$1,025,447
EXPENSES													
Net Payroll		\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
Payroll Taxes		\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788
Sales, Use, and Other Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commission		\$22,850	\$22,850	\$22,850	\$22,850	\$22,850	\$22,850	\$24,200	\$24,200	\$24,200	\$24,200	\$24,200	\$24,200
Management Fees		\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Professional Fees		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Secretarial Service		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subcontractor Costs		\$18,480	\$18,480	\$18,480	\$18,480	\$18,480	\$18,480	\$19,560	\$19,560	\$19,560	\$19,560	\$19,560	\$19,560
Vehicle Expenses		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Repairs and Maintenance		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Auto Parts Purchases		\$6,468	\$6,468	\$6,468	\$6,468	\$6,468	\$6,468	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846
Repossession Service		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Transportation Cost		\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Warranty Cost		\$6,468	\$6,468	\$6,468	\$6,468	\$6,468	\$6,468	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846	\$6,846
Secured/Rental Leases		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Insurance		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Supplies		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Advertising		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Software Licenses		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Bank and Credit Card Charges		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Courier		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Marketing		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Office Expense		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Security and Alarm Service		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Telephone		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Miscellaneous		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Real Estate Taxes		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
U.S. Trustee Fees													
TOTAL EXPENSES		\$129,404	\$129,404	\$129,404	\$129,404	\$129,404	\$129,404	\$132,590	\$132,590	\$132,590	\$132,590	\$132,590	\$132,590
NET CASH FROM OPERATIONS		\$819,620	\$821,370	\$823,120	\$825,513	\$827,263	\$829,013	\$883,329	\$885,079	\$886,829	\$889,357	\$891,107	\$892,857
TRANSFER TO IEDA													
PLAN PAYMENTS													
Priority Claims													
DIP Loan													
Texas Capital		\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110
General Unsecured Creditors - Class 5		\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111
Investor Claims - Class 7		\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442
Alberto Dal Cin - Class 8		\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Litigation Costs													
TOTAL PLAN PAYMENTS		\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663	\$32,663
Funds Available for Inventory		\$786,957	\$788,707	\$790,457	\$792,850	\$794,600	\$796,350	\$850,666	\$852,416	\$854,166	\$856,694	\$858,444	\$860,194
Inventory Purchases		\$760,457	\$762,207	\$763,957	\$766,350	\$768,100	\$769,850	\$822,666	\$824,416	\$826,166	\$828,694	\$830,444	\$832,194
NET CASH FLOW		\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Inventory Value	\$ 1,300,000.00	\$556,183	\$579,190	\$603,948	\$631,098	\$659,998	\$690,648	\$730,915	\$772,931	\$816,697	\$862,992	\$911,036	\$960,831
Reserve		\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$26,500	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
		\$498,500	\$525,000	\$551,500	\$578,000	\$604,500	\$631,000	\$659,000	\$687,000	\$715,000	\$743,000	\$771,000	\$799,000

	Units - Total Cash Sales Financed	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5
Average Retail (Cash Sales)		\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Avg Retail (Financed)		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Plan Month		37	38	39	40	41	42	43	44	45	46	47	48
REVENUE													
<u>Sales</u>													
Vehicle Sales		\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000
Document Fees		\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Financing Fees		\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960
Warranties		\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820
Service		\$9,415	\$9,415	\$9,415	\$10,357	\$10,357	\$10,357	\$11,392	\$11,392	\$11,392	\$12,532	\$12,532	\$12,532
Aftermarket Sales													
<u>Collection of Accounts Receivable</u>													
In-House Financing (Pre-confirmation)													
In-House Financing (Post-confirmation)		\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
<u>Non-Operating Receipts</u>													
Loans and Advances													
Sale of Assets													
Rent		\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
TOTAL RECEIPTS		\$1,099,695	\$1,099,695	\$1,099,695	\$1,100,637	\$1,100,637	\$1,100,637	\$1,101,672	\$1,101,672	\$1,101,672	\$1,102,812	\$1,102,812	\$1,102,812
EXPENSES													
Net Payroll		\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
Payroll Taxes		\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788
Sales, Use, and Other Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commission		\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000
Management Fees		\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Professional Fees		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Secretarial Service		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subcontractor Costs		\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000
Vehicle Expenses		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Repairs and Maintenance		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Auto Parts Purchases		\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Repossession Service		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Transportation Cost		\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Warranty Cost		\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Secured/Rental Leases		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Insurance		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Supplies		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Advertising		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Software Licenses		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Bank and Credit Card Charges		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Courier		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Marketing		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Office Expense		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Security and Alarm Service		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Telephone		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Miscellaneous		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Real Estate Taxes		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
U.S. Trustee Fees													
TOTAL EXPENSES		\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838
NET CASH FROM OPERATIONS		\$962,858	\$962,858	\$962,858	\$963,799	\$963,799	\$963,799	\$964,835	\$964,835	\$964,835	\$965,974	\$965,974	\$965,974
TRANSFER TO IEDA													
PLAN PAYMENTS													
Priority Claims													
DIP Loan													
Texas Capital		\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110
General Unsecured Creditors - Class 5		\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111	\$5,111
Investor Claims - Class 7		\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442
Alberto Dal Cin - Class 8		\$8,000	\$8,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Litigation Costs													
TOTAL PLAN PAYMENTS		\$32,663	\$32,663	\$40,663	\$40,663	\$40,663	\$40,663	\$40,663	\$40,663	\$35,552	\$35,552	\$35,552	\$35,552
Funds Available for Inventory		\$930,195	\$930,195	\$922,195	\$923,137	\$923,137	\$923,137	\$924,172	\$924,172	\$929,283	\$930,423	\$930,423	\$930,423
Inventory Purchases		\$900,195	\$900,195	\$892,195	\$893,137	\$893,137	\$893,137	\$894,172	\$894,172	\$899,283	\$900,423	\$900,423	\$900,423
NET CASH FLOW		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Inventory Value	\$ 1,300,000.00	\$1,021,026	\$1,081,221	\$1,133,416	\$1,186,553	\$1,239,689	\$1,292,826	\$1,346,999	\$1,401,171	\$1,460,454	\$1,520,877	\$1,581,299	\$1,641,722
Reserve		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
		\$829,000	\$859,000	\$889,000	\$919,000	\$949,000	\$979,000	\$1,009,000	\$1,039,000	\$1,069,000	\$1,099,000	\$1,129,000	\$1,159,000

	Units - Total Cash Sales Financed	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5	60 55 5
Average Retail (Cash Sales)		\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Avg Retail (Financed)		\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Plan Month		49	50	51	52	53	54	55	56	57	58	59
REVENUE												
Sales												
Vehicle Sales		\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000	\$990,000
Document Fees		\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
Financing Fees		\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960
Warranties		\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820	\$8,820
Service		\$13,785	\$13,785	\$13,785	\$15,163	\$15,163	\$15,163	\$16,680	\$16,680	\$16,680	\$18,348	\$18,348
Aftermarket Sales												
Collection of Accounts Receivable												
In-House Financing (Pre-confirmation)												
In-House Financing (Post-confirmation)		\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
Non-Operating Receipts												
Loans and Advances												
Sale of Assets												
Rent		\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000
TOTAL RECEIPTS		\$1,104,065	\$1,104,065	\$1,104,065	\$1,105,443	\$1,105,443	\$1,105,443	\$1,106,960	\$1,106,960	\$1,106,960	\$1,108,628	\$1,108,628
EXPENSES												
Net Payroll		\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250
Payroll Taxes		\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788	\$788
Sales, Use, and Other Taxes		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Commission		\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000
Management Fees		\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Professional Fees		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Secretarial Service		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Subcontractor Costs		\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000
Vehicle Expenses		\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Repairs and Maintenance		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Auto Parts Purchases		\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Repossession Service		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Transportation Cost		\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350	\$2,350
Warranty Cost		\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
Secured/Rental Leases		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Insurance		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Supplies		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Advertising		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Software Licenses		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Bank and Credit Card Charges		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Courier		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Marketing		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Office Expense		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Security and Alarm Service		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Telephone		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Miscellaneous		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Real Estate Taxes		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
U.S. Trustee Fees												\$9,000
TOTAL EXPENSES		\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$136,838	\$145,838
NET CASH FROM OPERATIONS		\$967,227	\$967,227	\$967,227	\$968,606	\$968,606	\$968,606	\$970,122	\$970,122	\$970,122	\$971,790	\$962,790
TRANSFER TO IEDA												
PLAN PAYMENTS												
Priority Claims												
DIP Loan												
Texas Capital		\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110	\$12,110
General Unsecured Creditors - Class 5												
Investor Claims - Class 7		\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442	\$7,442
Alberto Dal Cin - Class 8		\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000
Litigation Costs												
TOTAL PLAN PAYMENTS		\$35,552	\$35,552	\$35,552	\$35,552	\$35,552	\$35,552	\$35,552	\$35,552	\$35,552	\$35,552	\$35,552
Funds Available for Inventory		\$931,676	\$931,676	\$931,676	\$933,054	\$933,054	\$933,054	\$934,571	\$934,571	\$934,571	\$936,239	\$927,239
Inventory Purchases		\$901,676	\$901,676	\$901,676	\$903,054	\$903,054	\$903,054	\$904,571	\$904,571	\$904,571	\$906,239	\$897,239
NET CASH FLOW		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Inventory Value	\$	\$1,703,398	\$1,765,073	\$1,826,749	\$1,889,803	\$1,952,857	\$2,015,912	\$2,080,482	\$2,145,053	\$2,209,623	\$2,275,862	\$2,342,100
Reserve		\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
		\$1,189,000	\$1,219,000	\$1,249,000	\$1,279,000	\$1,309,000	\$1,339,000	\$1,369,000	\$1,399,000	\$1,429,000	\$1,459,000	\$1,489,000

Average
\$125,968

Total
\$216,305
\$0

Balance Remaining
\$702,390
\$214,659
\$431,608
\$640,000
\$835,000

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	§	
	§	
DALLAS ROADSTER, LIMITED	§	BANKRUPTCY NO. 11-43725
	§	
Debtor	§	BANKRUPTCY NO. 11-43726
	§	
	§	JOINTLY ADMINISTERED UNDER:
IN RE:	§	Case No. 11-43725
	§	
IEDA ENTERPRISE, INC.	§	
	§	
	§	Chapter 11
Debtor	§	
	§	

**FIRST MODIFICATION TO CORRECTED THIRD AMENDED PLAN
OF REORGANIZATION PROPOSED BY DALLAS ROADSTER, LIMITED
AND IEDA ENTERPRISE, INC.**

Dallas Roadster, Limited and IEDA Enterprise, Inc., Debtors, hereby file this First Modification to their Corrected Third Amended Plan of Reorganization (the "Plan") in this proceeding:

1. In Section II.B-7 of the Plan relating to the treatment of Class 7 (Investors) (p. 9), the list of claimants in the class should be changed to Abdee Molavi, Abdollah Adloo, Abdollah Nouri, Russell Jabari, and Ali Hafezamini.
2. In Section VI.B of the Plan relating to the treatment of Class 1 (Administrative Claims) (pp. 15-17), the following sentence shall be added after the end of the first sentence in that section at the bottom of page 15:

EXHIBIT "B"

This Class includes the claims of Collin County, Texas for post-petition ad valorem property taxes.

3. In Section VI.B of the Plan relating to the treatment of Class 1 (Administrative Claims) (pp. 15-17), the following provision shall be added after the last Class 1 paragraph on page 17:

Dallas County is the holder of an administrative expense claim for ad valorem business personal property taxes for tax year 2012, plus all penalties and interest that may accrue, and for year 2013 ad valorem business personal property taxes and ad valorem vehicle inventory taxes, plus all penalties and interest that may accrue. The definition of “Subordinated Claim” in Section I of this Plan does not apply to Dallas County’s administrative expense claim. Dallas County shall retain the liens that secure its administrative expense claim plus all penalties and interest that may accrue. Dallas County is not required to file an administrative expense claim and request for payment as a condition of allowance as provided in 11 U.S.C. § 503(b)(1)(D). Dallas Roadster, Limited (“Dallas Roadster”) shall pay year 2013 ad valorem business personal property taxes and the 2013 ad valorem vehicle inventory taxes in the ordinary course of business prior to the state law delinquency date. Dallas Roadster shall pay all base tax, penalties, and interest owed to Dallas County for the year 2012 ad valorem vehicle inventory taxes on the Effective Date. In the event Dallas Roadster contests any amount owed for either or both tax years, Dallas Roadster shall pay the undisputed amount (in the case of the 2012 taxes, payment of the undisputed portion shall be made on the Effective Date). Notwithstanding any other provision in this Plan, penalties and interest shall continue to accrue on the ultimate amount allowed for either or both tax years until the ad valorem taxes are paid in full. Notwithstanding any other provision in this Plan, Dallas County’s administrative expense claim shall not be discharged and Dallas County shall not be prevented from enforcing its rights under the Plan in the event of default. In the event Dallas Roadster defaults under the Plan, counsel for Dallas County shall send notice of such default to J. Bennett White via facsimile. Dallas Roadster shall have fourteen (14) days from the date of transmission of such notice to cure the default, regardless of any other provision in the Plan. If Dallas Roadster fails to cure such default, Dallas County shall be entitled to pursue collection of all amounts owed pursuant to state law outside the Bankruptcy Court.

4. For Section VI.B of the Plan relating to the treatment of Class 4 (Texas Capital Bank, N.A.) (pp. 18-20), the existing language on pages 18 to 20 is hereby deleted in its entirety and replaced with the following:

Texas Capital Bank asserts a secured claim to include the following: (a) principal and interest on the promissory note dated June 27, 2008 ("Real Estate Note") in the amount of approximately \$1,650,000; (b) pre-petition fees and expenses in the amount of \$469,289.83 ("Pre-Petition Fees and Expenses") incurred in connection with the Real Estate Note and the promissory note dated May 8, 2008, in the principal amount of \$4,000,000.00 ("Floor Plan Note"); (c) post-petition bankruptcy fees and expenses in the current amount of approximately \$600,000 ("Post-Petition Bankruptcy Fees and Expenses"), and (d) post-petition fees and expenses related to litigation between Dallas Roadster and Texas Capital Bank ("Post-Petition Litigation Fees and Expenses"). The Post-Petition Litigation Fees and Expenses relate to an Adversary Proceeding No. 13-04033, previously removed from state court, in which the Bankruptcy Court issued a recommendation that the reference from district court be withdrawn, and the United States District Court for the Eastern District of Texas ("District Court") has issued a Memorandum Adopting Report and Recommendation of United States Bankruptcy Judge wherein the District Court ordered that the reference be withdrawn and ordered that the adversary proceeding proceed before the United States District Court for the Eastern District of Texas in Case No. 4:13-MC-00026-RAS (the "Adversary Proceeding").

Texas Capital Bank's Class 4 Claim shall be Allowed in the aggregate amount of \$2,650,000 ("Allowed Class 4 Claim"). The Allowed Class 4 Claim constitutes a resolution of (i) Pre-Petition Fees and Expenses, (ii) the Real Estate Note balance, and (iii) Post-Petition Bankruptcy Fees and Expenses. It does not include a resolution or settlement of the Post-Petition Litigation Fees and Expenses and neither the allowance of Texas Capital Bank's Class 4 Claim nor any confirmation of the Plan shall affect in any way Texas Capital Bank's right to pursue the Post-Petition Litigation Fees and Expenses in the Adversary Proceeding. Dallas Roadster shall be current on all required post-petition payments of interest on the Real Estate Note through the Effective Date of the Plan.

Texas Capital Bank's Allowed Class 4 Claim shall be paid by the issuance of two new promissory notes executed by Dallas Roadster, dated as of the Effective Date of the Plan. One promissory note shall be in the principal amount of \$1,650,000, shall bear interest from the Effective Date at the rate of 5% per annum, shall be amortized over 240 months, and be paid by 59 regular equal monthly installments of principal and interest, with a balloon payment for the unpaid balance of principal and interest due at the end of 60 months. The other promissory note shall be in the principal amount of \$1,000,000, shall bear interest from the Effective Date at the rate of 3% per annum, shall be amortized over 240 months, and be paid by 59 regular equal monthly installments of principal and interest, with a balloon payment for the unpaid balance of principal and interest due at the end of 60 months.

Texas Capital Bank's Allowed Class 4 Claim evidenced by the two promissory notes shall be secured by the existing liens and security interests in the property and collateral described in (a) the Deed of Trust, Security Agreement, Financing Statement, and Absolute Assignment of Rents, as amended or modified ("Deed of Trust") executed by the Dallas Roadster on June 27, 2008, (b) the Loan and Security Agreement executed by the Dallas Roadster on May 10, 2008 as amended or modified (the "May 10 Loan and Security Agreement"), except for the Certificate of Deposit described in Article 8.1(b), (c) the Loan and Security Agreement executed by the Dallas Roadster on June 27, 2008, as amended or modified (the "June 27 Loan and Security Agreement") (collectively all such property and collateral, the "TCB Collateral") whether such TCB Collateral is presently existing or hereafter acquired or arising, together with any and all revenues, proceeds, profits, rents, income, offspring, replacements, and accounts from the TCB Collateral. Except as expressly modified by this Section VI.B. of the Plan relating to the treatment of Class 4 (Texas Capital Bank, N.A.), the Deed of Trust, May 10 Loan and Security Agreement and June 27 Loan and Security Agreement shall remain in full force and effect following confirmation of the Plan. Texas Capital Bank's Allowed Class 4 Claim is Fully Secured. Dallas Roadster shall continue to deposit the amount of \$3,000 each month in the existing Tax Escrow Account at Texas Capital Bank as provided in the Cash Collateral Order for the purpose of payment of ad valorem taxes on the real property.

Until the litigation in the Adversary Proceeding between Dallas Roadster and Texas Capital Bank has been fully and finally resolved, Dallas Roadster shall make the Class 4 payments under the two promissory notes into a segregated interest-bearing account ("Class 4 Payment Account") established and maintained at Texas Capital Bank. The funds deposited into the Class 4 Payment Account shall remain in the Class 4 Payment Account and will not be applied to either of the two promissory notes until there is a settlement of the Adversary Proceeding or a final judgment has been entered in the Adversary Proceeding for which all appeals have been exhausted (such settlement or judgment, the "Final Judgment"). If the Final Judgment results in no damages against Texas Capital Bank on Dallas Roadster's counterclaims¹, the funds in the Class 4 Payment Account shall be paid to Texas Capital Bank and Dallas Roadster shall be required to pay Texas Capital Bank such additional amount as may be required to bring the two promissory notes current. If the Final Judgment provides for damages against Texas Capital Bank on Dallas Roadster's counterclaims, the Class 4 Claim shall be offset by the amount of such damages by offset against the two promissory notes. The offset shall be applied first to the \$1,000,000 promissory note and then to the \$1,650,000 promissory note. The amount of any

¹ "Dallas Roadster's counterclaims" refer to the causes of action now or hereafter asserted in the Adversary Proceeding against Texas Capital Bank by Dallas Roadster, IEDA Enterprise, or both.

such offset shall be credited against the amount of such damages. If the damages awarded on Dallas Roadster's counterclaims exceed the aggregate balance of the two promissory notes: (a) the funds in the Class 4 Payment Account shall be paid to Dallas Roadster; (b) the Allowed Class 4 Claim shall be deemed fully satisfied and the two promissory notes shall be deemed paid; (c) Texas Capital Bank shall be allowed a credit against the Final Judgment for the balance of the two promissory notes and any interest earned on the Class 4 Payment Account; and (d) Dallas Roadster may proceed to collect the balance of the Final Judgment, after credit against the Final Judgment for the balance of the two promissory notes and any interest earned on the Class 4 Payment Account. If the damages awarded on Dallas Roadster's counterclaims are less than the aggregate balance of the two promissory notes, the funds in the Class 4 Payment Account shall be paid to Texas Capital Bank to the extent of the remaining aggregate balance of the two promissory notes, after setoff of the damages awarded, and the remainder of the Class 4 Payment Account, if any, shall be paid to Dallas Roadster. The payment of the remaining balance of the two promissory notes, if any, after setoff of the damages and application of the funds in the Class 4 Payment Account, shall be reamortized for the remaining term of the two promissory notes. The term "balance of the two promissory notes" as used herein shall mean the outstanding principal balance and all accrued interest and any other amounts which may be due under the two promissory notes. If Dallas Roadster has defaulted under the two promissory notes and if the two promissory notes have been accelerated, the total amount in the Class 4 Payment Account shall be paid to Texas Capital Bank. Dallas Roadster may not access the funds in the Class 4 Payment Account until a Final Judgment as provided hereinabove. Upon a Final Judgment and the effectuation of the actions described hereinabove, the Class 4 Payment Account shall terminate, and all future payments under the two promissory notes, if any, shall be made directly to Texas Capital Bank and applied to the two promissory notes.

The Adversary Proceeding shall proceed in the District Court. The amount of Post-Petition Litigation Fees and Expenses allowed to Texas Capital Bank against Dallas Roadster and Dallas Roadster's Guarantors shall be determined in conjunction with the Adversary Proceeding. This determination shall be made in the course of that proceeding by the process and in the manner established by the court in which that proceeding is adjudicated. The Allowed Class 4 Claim shall not be subject to contest in the Adversary Proceeding. Texas Capital Bank shall be permitted to assert its claim for Post-Petition Litigation Fees and Expenses in the Adversary Proceeding and Dallas Roadster and Dallas Roadster's Guarantors shall be permitted to assert their counterclaims against Texas Capital Bank for damages, to the extent each has the standing and authority to do so.

If Texas Capital Bank obtains a Final Judgment in the Adversary Proceeding against Dallas Roadster for Post-Petition Litigation Fees and Expenses, any amount awarded to Texas Capital Bank against Dallas Roadster in that proceeding

shall be recognized by the Bankruptcy Court as an addition to the Allowed Class 4 Claim the same as if such fees had been determined as reasonable and necessary in accordance with 11 U.S.C. § 506(b), and the Allowed Class 4 Claim shall be increased by such amount with the \$1,000,000 promissory note being amended to include such additional amount and the payments thereunder adjusted accordingly.

The inclusion of Pre-Petition Fees and Expenses in the Allowed Class 4 Claim is by virtue of a compromise for Plan treatment wherein Texas Capital Bank has compromised various rights and remedies to which it claims to be entitled. The agreement to include Pre-Petition Fees and Expenses in the Allowed Class 4 Claim does not constitute an admission by Dallas Roadster that such fees and expenses were properly owed to Texas Capital Bank or a concession by Texas Capital Bank that it was not fully entitled to such fees and expenses; however, the entitlement of Texas Capital Bank to the Pre-Petition Fees and Expenses as included in the Allowed Class 4 Claim may not be disputed or re-litigated in the Adversary Proceeding.

As to each of the four real estate parcels against which Texas Capital Bank has a lien under the Deed of Trust, provided there exists no default under the two promissory notes, the Deed of Trust, or the Plan, Texas Capital Bank shall release its lien against each such parcel upon a sale of such parcel in the event that it receives payment from Dallas Roadster in an amount equal to the greater of (i) 85% of the contract sales price of such parcel, or (ii) the following amount for each parcel: 905 Avenue K, Plano, Texas -- \$780,000; 825 Avenue K, Plano, Texas -- \$430,000; 10th Street and Avenue K, Plano, Texas -- \$235,000; 404 North Central Expressway, Richardson, Texas -- \$500,000. Payment to the Class 4 Payment Account shall constitute payment to Texas Capital Bank for purposes of this provision to the extent the Class 4 Payment Account remains in force and effect.

Subsequent to plan confirmation, Dallas Roadster shall be permitted to pursue floor plan financing for its vehicle inventory. In the event Dallas Roadster is able to secure floor plan financing for its vehicle inventory in an amount of at least \$250,000 immediate availability on customary floor plan financing terms, Texas Capital Bank shall release its lien on Dallas Roadster's vehicle inventory. In doing so, Texas Capital Bank shall execute documents reasonably requested by the prospective floor plan lender to accomplish a release of lien on the vehicle inventory with such documents to be effective upon the consummation of a new floor plan loan. No additional payment shall be required for the release of this security interest by Texas Capital Bank.

The existing Deed of Trust and Security Agreement shall remain in effect subject only to a modification reflecting the change in terms of the debt secured by the Deed of Trust and Security Agreement upon terms satisfactory to Texas Capital

Bank and Dallas Roadster. The two new promissory notes and modifications of the collateral documents shall be executed in accordance with the Plan and must be satisfactory to Texas Capital Bank and Dallas Roadster.

The existing guarantors, which consist of Bahman Khobahy, Bahman Hafezamini, and IEDA Enterprise, Inc. (collectively, the "Guarantors") must execute new guaranty agreements, which must be in a form satisfactory to Texas Capital Bank and Dallas Roadster, which guarantee payment of the Allowed Class 4 Claim evidenced by the two promissory notes described above.

During the term of the two promissory notes, Dallas Roadster will furnish to Texas Capital Bank (a) within 30 days after the end of each calendar quarter, and within 60 days after the end of each calendar year, financial statements, including a balance sheet and an operating statement showing in reasonable detail all income and expenses of Dallas Roadster, and showing the financial condition of Dallas Roadster; such financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall be certified by an officer of Dallas Roadster as fairly and accurately reflecting the financial condition and operations of the Dallas Roadster; (b) within 30 days after filing, a copy of its federal income tax return; and (c) within 30 days after the end of each calendar quarter, a detailed list of all notes receivable. The original of all certificates of title for vehicles acquired by Dallas Roadster shall be delivered to Texas Capital Bank within 5 days of receipt until and unless the lien of Texas Capital Bank in the vehicle inventory is released as provided herein. The original of all notes receivable shall be delivered to Texas Capital Bank within 5 days of execution and the corresponding certificates of title reflecting Dallas Roadster as the lienholder shall be delivered to Texas Capital Bank within 5 days of receipt by Dallas Roadster.

During the term of the two promissory notes, each of the Guarantors will furnish to Texas Capital Bank (a) within 60 days after the end of each calendar year their respective financial statements including a balance sheet and an operating statement showing the financial condition of each Guarantor, and (b) within 30 days after filing a copy of their respective federal income tax returns.

Dallas Roadster shall use its cash and assets only for the purpose of conducting its business operations in its usual and customary manner, unless it obtains the prior written consent of Texas Capital Bank. Dallas Roadster shall not make distributions, loans, investments, or other disbursements of cash or assets, except in the ordinary course of business, without the prior written consent of Texas Capital Bank.

All documents required to be executed under this Section VI.B relating to Class 4, including the two promissory notes, guaranty agreements, modification of deed of trust, and agreement regarding payment escrow account, shall be agreed upon

prior to Confirmation, executed on the Effective Date and such execution is a condition to the occurrence of the Effective Date and substantial consummation of the Plan.

This Class is impaired.

5. For Section VI.B of the Plan relating to the treatment of Class 8 (Alberto Dal Cin) (pp. 22-23), the existing language on pages 22 to 23 is hereby deleted in its entirety and replaced with the following:

Alberto Dal Cin's Class 8 Claim shall be Allowed in the amount of \$585,000. No amounts shall be allowed as a Class 8 Claim to DLP Enterprises or American Five Trading.

Alberto Dal Cin's Allowed Class 8 Claim shall be paid in full, plus interest at the rate of 7.75% per annum. Payments of principal and interest shall commence at the later of (i) three months after the Effective Date or (ii) the date that is 20 days after the Claim becomes an Allowed Claim. Payments shall be in the amount of \$9,000 per month for the first 16 payments, shall then increase to \$10,000 per month for the next 12 payments, and shall then increase to \$14,000 per month until paid in full (approximately 32 payments).

Debtor shall provide Alberto Dal Cin with copies of the financial reports provided to Texas Capital Bank.

This Class is impaired.

6. For Article XIV of the Plan relating to the retention of jurisdiction (pp. 38 – 39), the following provision shall be added:

The Bankruptcy Court shall retain jurisdiction to construe, enforce, implement, and determine any dispute regarding any of the terms of Section IV.B of the Plan regarding the treatment of the Allowed Class 4 Claim of Texas Capital Bank.

7. For Article XVII of the Plan relating to events of default and remedies (pp. 43 – 44), paragraph A.1 shall be deleted in its entirety and replaced with the following:

Failure on the part of the Debtor to make any payment required to be made under the Plan as and when due and the continuation of such failure for a period of thirty (30) days unless otherwise agreed between the Debtor and the affected creditor, except as to events of default and remedies of Texas Capital Bank which shall be

governed by the provisions of Class 4 – Secured Claim of Texas Capital Bank, N.A. and the documents executed in connection therewith.

8. For Article XVII of the Plan relating to events of default and remedies (pp. 43 – 44), paragraph B shall be deleted in its entirety and replaced with the following:

In the event of default, notice shall be given in accordance with Article XV.C. If the default is not cured within fourteen (14) days from the date notice is sent, the notifying creditor shall be free to exercise all remedies provided by law, including but not limited to all remedies provided by contract, the United States Bankruptcy Code, or state law.

The default provisions, notices and remedies applicable to Texas Capital Bank under its treatment in Class 4 – Secured Claim of Texas Capital Bank, N.A. and the documents executed in connection therewith shall take priority over this Section.

9. This modification does not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted the modification.

10. This modification has been accepted by Rahim Hafezamini.

11. This modification does not materially modify the Plan; therefore, no further disclosure is necessary under 11 U.S.C. § 1125.

DALLAS ROADSTER, LIMITED

BY: IEDA Enterprise, Inc.
Its General Partner

By: /s/ Bahman Khobahy
President

IEDA ENTERPRISE, INC.

BY: /s/ Bahman Khobahy
President

RESPECTFULLY SUBMITTED,

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ATTORNEYS FOR DALLAS ROADSTER,
LIMITED and IEDA ENTERPRISE, INC.

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically. As such, this document was served on all interested parties deemed to have consented to electronic service. Pursuant to Fed. R. Bankr. P. 9013, Fed. R. Civ. P. 5, and Loc. R. Bankr. P. 9013(f), all other interested parties not deemed to have consented to electronic service were served with a true and correct copy of the foregoing, unless noted otherwise below, by first class mail on this date, **October 24, 2013**. Those served by means other than electronic, are as follows:

Dallas Roadster, Limited
Attn: Ben Amini
404 N. Central Expressway
Richardson, TX 75080



J. BENNETT WHITE