1 MARTIN J. BRILL (State Bar No. 53220) TODD M. ARNOLD (State Bar No. 221868) 2 LEVENE, NEALE, BENDER, YOO & BRILL L.L.P. 10250 Constellation Boulevard, Suite 1700 3 Los Angeles, California 90067 Telephone: (310) 229-1234 4 Facsimile: (310) 229-1244 Email: mjb@lnbyb.com, tma@lnbyb.com 5 Proposed Attorneys for Debtors and Debtors in Possession 6 7 UNITED STATES BANKRUPTCY COURT 8 CENTRAL DISTRICT OF CALIFORNIA SANTA ANA DIVISION 9 Lead Case No.: 8:11-bk-22690-RK (jointly In re: 10 administered with Case No.: 8:11-bk-22695-TOWNSEND CORPORATION RK) 11 d/b/a Land Rover Jaguar Anaheim Hills, Chapter 11 Cases 12 Debtor and Debtor in Possession. 13 **DEBTORS' NOTICE OF EMERGENCY** 14 MOTION AND EMERGENCY MOTION In re: FOR ENTRY OF AN ORDER APPROVING 15 LRJC, INC. STIPULATION AND AGREEMENT FOR d/b/a Land Rover Jaguar Cerritos, **ORDER AUTHORIZING** 16 USE OF CASH COLLATERAL, CONTINUED DISCRETIONARY FLOOR Debtor and Debtor in Possession. 17 PLAN FINANCING AND PROVIDING FOR ADEQUATE PROTECTION; 18 Affects: MEMORANDUM OF POINTS AND **AUTHORITIES AND DECLARATIONS IN** 19 ☐ TOWNSEND CORPORATION Only SUPPORT THEREOF 20 ☐ LRJC, INC. Only 21 ■ BOTH DEBTORS **Hearing:** Date: September 27, 2011 22 Time: 3:00 p.m. Courtroom "5D" Place: 23 411 West Fourth Street Santa Ana, CA 92701-4593 24

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# **SUMMARY AND NOTICE**

PLEASE TAKE NOTICE THAT, pursuant to L.B.R. 2081-1(a)(9) and (a)(12), 4001-2, and 9075-1, Fed.R.Bankr.P. 4001, and 11 U.S.C. §§ 105(a) and 363, Townsend Corporation d/b/a Land Rover Jaguar Anaheim Hills ("LRJ Anaheim") and LRJC, Inc. d/b/a Land Rover Jaguar Cerritos ("LRJ Cerritos"), the debtors and debtors in possession in the above captioned cases for which joint administration is being sought (collectively, the "Debtors"), hereby move on an emergency basis, by way of this motion (the "Motion"), for the entry of an order approving the Stipulation and Agreement for Order Authorizing Use of Cash Collateral, Continued Discretionary Floor Plan Financing and Providing for Adequate Protection (the "Stipulation") to be entered into by the Debtors and BMW Financial Services NA, LLC ("BMW FS"), which is attached hereto as Exhibit "1."

**PLEASE TAKE FURTHER NOTICE THAT,** a hearing on the Motion will be held at the above referenced date, time, and location and that objections may be made up to or at the time of the hearing.

**PLEASE TAKE FURTHER NOTICE THAT,** as discussed below and in the annexed declarations in support hereof (the "<u>Declarations</u>"), on September 9, 2011 (the "<u>Petition Date</u>"), the Debtors commenced their bankruptcy cases by each filing a voluntary petition for relief under Chapter 11 of title 11, United States Code § 101, <u>et seq.</u> (the "<u>Bankruptcy Code</u>"). No trustees have been appointed, and the Debtors are continuing to manage their financial affairs as debtors in possession pursuant to Sections 1107 and 1108.

Each of the Debtors operates an auto dealership. The Debtors required the immediate use of cash collateral so that they could maintain operations and going concern value while they attempt to effectuate a sale of substantially all of their assets and/or a reorganization. Therefore, the Debtors previously filed an emergency motion to approve the use of cash collateral (the "Cash Collateral"

<sup>&</sup>lt;sup>1</sup> Due to the emergency nature of the Motion, the parties could not get a fully executed Stipulation to attach to the Motion. A fully executed copy of the Stipulation will be lodged with the Court in advance of or at the hearing on the Motion.

<sup>&</sup>lt;sup>2</sup> Unless otherwise stated, all section references herein are to the Bankruptcy Code.

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Motion"). The Debtors filed the Cash Collateral Motion in an abundance of caution, as the Debtors hoped to be able to reach agreement with BMW FS regarding the use of cash collateral and continued postpetition financing by BMW FS. The Cash Collateral Motion was approved at a hearing held on September 23, 2011, at 11:00 a.m. At that time, the Court set the instant hearing to consider the Motion and Stipulation in the event the parties were able to agree to terms. Shortly after the hearing on the Cash Collateral Motion, the Debtors and BMW FS agreed to terms for the use of cash collateral and continued postpetition financing by BMW FS. Those terms are set forth in the Stipulation attached hereto as Exhibit "1."

Only through the Stipulation and, in particular, the postpetition financing provided under the Stipulation, can the Debtors continue to operate their business and maintain going concern value. In short, without such financing, the Debtors cannot continue to purchase new (and possibly used) inventory. In that case, the Debtors new inventory would be allocated to other dealers and the Debtors would lose sales and would have to cease operations, which would severely damage their going concern value.

Likewise, the Debtors have no ability to continue to operate their businesses and maintain the going concern value thereof unless the Debtors have immediate access to, and use of, their cash collateral to pay the Debtors' ordinary operating expenses, including, but not limited to, payroll, rent, utilities, etc. The expenses the Debtors must be able to pay are set forth in the budgets (the "Budgets") for each of the Debtors collectively attached hereto as Exhibit "2." The Debtors' inability to pay those expenses would cause immediate and irreparable harm to the Debtors and their businesses. The inability of the Debtors to use their cash collateral would likely result in the immediate closure of the Debtors' dealerships, which would lead to a precipitous decline in the Debtors' going concern value and gravely jeopardize any sale or reorganization of the Debtors' businesses, which would harm all creditors of the Debtors, including causing substantial losses for BMW FS.

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Accordingly, the Debtors respectfully request that the Court enter an order authorizing the Debtors to use cash collateral and obtain postpetition financing from BMW FS pursuant to the terms of the Stipulation.

**PLEASE TAKE FURTHER NOTICE THAT** Pursuant to Local Bankruptcy Rule 4001-2, the Debtors make the following statements regarding the relief requested by the Debtors pertaining to the Debtors' use of cash collateral, the proposed postpetition financing, the Stipulation, and the proposed order approving this Motion and the Stipulation attached hereto as Exhibit "3."

<u>Provision</u>	<u>Paragraph</u>	
Cross-collateralization clauses	Only to the extent	
	allowed under existing	
	loan documents.	
Provisions or findings of fact that bind the estate or all parties in	There are provisions in	
interest with respect to the validity, perfection or amount of the secured	the Stipulation	
party's lien or debt.	regarding the amount	
	of BMW FS's	
	prepetition debt and	
	BMW FS's liens.	
	¶¶ E-J.	
	There are provisions in	
	the Stipulation limiting	
	the time in which the	
	Debtors or a	
	Committee can	
	challenge BMW FS's	
	loan documents and	
	liens.	
	<b>a</b> a 11	
	¶¶ 11	
Provisions or findings of fact that bind the estate or all parties in	There are provisions in	
interest with respect to the relative priorities of the secured party's lien	the Stipulation	
and liens held by persons who are not party to the stipulation, or which	regarding the amount	
create a lien senior or equal to any existing lien.	of BMW FS's	
a or e-quar to any emoung nem	prepetition debt and	
	BMW FS's liens.	
	¶¶ E-J.	
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Provision	<b>Paragraph</b>
	There are provisions in the Stipulation limiting the time in which the Debtors or a Committee can challenge BMW FS's loan documents and liens.
	¶¶ 11
Waivers of 11 U.S.C. § 506(c), unless the waiver is effective only during the period in which the debtor is authorized to use cash collateral or borrow funds.	Yes ¶¶ 12 and 14
Provisions that operate, as a practical matter, to divest the debtor in possession of any discretion in the formulation of a plan or administration of the estate or to limit access to the court to seek any relief under other applicable provision of law.	No
Releases of liability for the creditor's alleged prepetition torts or breaches of contract.	Yes ¶ 20
Waivers of avoidance actions arising under the Bankruptcy Code.	No
Automatic relief from the automatic stay upon default, conversion to chapter 7, or appointment of a trustee.	No – However, the Stipulation provides for expedited consideration of whether relief from stay should be granted if there is a default and failure to cure.
	¶ 37
Waivers of procedural requirements, including those for foreclosure mandated under applicable non-bankruptcy law, and for perfection of replacement liens.	Yes – The Stipulation provides for BMW FS to be able to obtain a surrender of the Debtors' collateral and premises in the event of a default and failure to cure.

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Provision	<u>Paragraph</u>
	¶ 37
	Also, as discussed above, BMW FS is being provided with standard replacement liens in postpetition collateral
Adequate protection provisions which create liens on claims for relief arising under 11 U.S.C. §§ 506(c), 544, 545, 547, 548 and 549.	No
Waivers, effective on default or expiration, of the debtor's right to move for a court order pursuant to 11 U.S.C. § 363(c)(2)(B) authorizing the use of cash collateral in the absence of the secured party's consent.	No
Provisions that grant a lien in an amount in excess of the dollar amount of cash collateral authorized under the applicable cash collateral order.	No
Provisions providing for the paying down of prepetition principal owed to a creditor.	No
Findings of fact on matters extraneous to the approval process.	No

PLEASE TAKE FURTHER NOTICE THAT, in order to provide maximum notice of this Motion, concurrently with the filing of this Notice and Motion with the Court, the Debtors served by email an/or overnight mail a copy of this Notice and Motion and all supporting papers upon the Office of the United States Trustee, creditors with claims allegedly secured by the assets of the Debtors, the Debtors' 20 largest unsecured creditors, and all of those parties who have requested special notice.

PLEASE TAKE FURTHER NOTICE THAT, the relief sought in this Motion is based upon this Notice of Motion and Motion, the annexed Memorandum of Points and Authorities and the exhibits thereto, the statements, arguments and representations of counsel to be made at the hearing on the Motion, and any other evidence properly presented to the Court at or prior to the hearing on the Motion.

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1	WHEREFORE, the	e Debtors respectfully request that the Court enter an order:	
2	1. affirming the	1. affirming the adequacy of the notice given;	
3	2. granting the Motion and approving the Stipulation on an interim basis pending a fin		
4	hearing thereon;		
5	3. authorizing the Debtors to use cash collateral and to pay the expenses set forth in the		
6	Budgets on an interim basis pending a final hearing;		
7	4. authorizing the Debtors to obtain postpetition financing from BMW FS in accordance		
8	with the terms of the Stipulation on an interim basis pending a final hearing;		
9	5. setting a final hearing on the Motion; and		
10	6. granting such other and further relief as the Court deems just and proper.		
11	Dated: September 23, 2011 TOWNSEND CORPORATION d/b/a Land Rover Jaguar Anaheim Hills		
12		- and -	
13 14		LRJC, INC. d/b/a Land Rover Jaguar Cerritos	
15		By: /s/ Todd M. Arnold	
16		MARTIN J. BRILL TODD M. ARNOLD	
17		LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.	
18		Proposed Attorneys for Debtors and Debtors in Possession	
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# MEMORANDUM OF POINTS AND AUTHORITIES

I.

## **STATEMENT OF FACTS**

#### A. BACKGROUND

On September 9, 2011 (the "<u>Petition Date</u>"), the Debtors commenced their bankruptcy cases by each filing a voluntary petition for relief under Chapter 11 of title 11, United States Code § 101, et seq. (the "<u>Bankruptcy Code</u>"). No trustees have been appointed, and the Debtors are continuing to manage their financial affairs as debtors in possession pursuant to Sections 1107 and 1108.

Ernest Townsend, who holds a bachelor's degree in economics from California State University, Sacramento and a business degree from Harvard Business School and who has held numerous senior management positions at large companies such as Frank's Nursery and Crafts, Dole Food Company of North America, and Kraft/Philip Morris, has owned and operated car dealerships in Southern California for over 13 years. The Debtors are principally owned and operated by Ernest Townsend and his son, Joshua Townsend. LRJ Anaheim has been in business since 2000. LRJ Cerritos has been in business since 2006. The Debtors sell new Jaguar and Land Rover vehicles and various previously owned vehicles. The Debtors also have a service and parts departments.

Additional information regarding the Debtors and their business operations can be found at <a href="http://www.lrjah.com/">http://www.lrjah.com/</a> (LRJ Anaheim) and <a href="http://lrjcerritos.com/">http://lrjcerritos.com/</a> (LRJ Cerritos).

#### B. REASONS FOR FILING BANKRUPTCY AND EXIT STRATEGY

#### 1. ISSUES WITH JAGUAR LAND ROVER NORTH AMERICA, LLC

The Debtors are parties to various agreements (the "<u>Dealer Agreements</u>") with Jaguar Land Rover North America, LLC ("<u>JLRNA</u>"). Under the terms of the Dealer Agreements, among other things, (1) JLRNA sells new Jaguar and Land Rover vehicles (the "<u>New Vehicles</u>") to the Debtors, which the Debtors then sell to their customers, and (2) JLRNA provides certain business builder

<sup>&</sup>lt;sup>3</sup> Unless otherwise stated, all section references herein are to the Bankruptcy Code.

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programs (the "<u>Business Builder Programs</u>"), pursuant to which JLRNA is required to make payments to the Debtors if certain conditions are met (the "<u>Business Builder Payments</u>").

In summary, under the Business Builder Programs, by the last day of the month following a quarter, JLRNA makes Business Builder Payments to the Debtors based on sales of New Vehicles from the prior quarter (a "Business Builder Period"). At present, in order for sales of New Vehicles to count for the purposes of Business Builder Payments, the following general requirements (which have changed over time when it suited JLRNA) must be met (1) the vehicle has to be sold in the applicable Debtors' territory or an unassigned territory and (2) the vehicle must be registered to an end-user and there has to be proof of the address of the end-user. Up until about February 2011, the registration of the subject New Vehicle and proof of the address of the end-user were not requirements for New Vehicle sales to qualify under the Business Builder Programs. It is believed that this was added as a requirement to prohibit the sale of New Vehicles to auto brokers and auto brokers subsequently selling New Vehicles to dealers or end-users outside of the United States.

If the requirements are not met with respect to a particular New Vehicle, then JLRNA does not make the Business Builder Payment for such vehicle. If the requirements are not met with respect to 10% or more of the New Vehicles sold during a Business Builder Period, then JLRNA does not make any Business Builder Payments for any New Vehicle sales during the Business Builder Period, including New Vehicle sales that would otherwise meet the requirements of the Business Builder Programs. The Business Builder Payments make up a substantial portion of the Debtors' revenue and are essential to the funding of the Debtors' continued operations and profitability.

LRJ Anaheim has an ongoing dispute with JLRNA due to alleged issues raised by JLRNA regarding Business Builder Payments to LRJ Anaheim under the Business Builder Programs and JLRNA's efforts to recoup prior payments to LRJ Anaheim by offsetting payments that came due and will come due in 2011.

LRJ Anaheim disputes and continues to dispute the claims made by LRJNA regarding audit issues related to in the LRJ Anaheim Business Builder Program and LRJNA's efforts to offset to

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recover prior Business Builder Payments. To the contrary, as discussed above, LRJ Anaheim is owed at least \$1,160,995 by JLRNA for Business Builder Payments, warranty payments, and incentive payments. LRJ Cerritos also disputes any alleged issues regarding LRJ Cerritos' compliance with the provisions of the LRJ Cerritos Dealership Agreements.

However, rather than jeopardize the value of the Debtors' businesses, the Debtors decided to sell their businesses. Prior to the Petition Date, the Debtors retained a broker to market both of the Debtors' dealerships for sale. The Debtors obtained an offer from a well-known Southern California auto dealer (the "Potential Buyer"). The Debtors engaged in substantial discussions with the Potential Buyer and sought JLRNA's approval of the sale of the Debtors' dealerships to the Potential Buyer. JLRNA approved the Potential Buyer, and the Debtors and the Potential Buyer exchanged drafts of an asset purchase agreement.

For inexplicable reasons, as the parties were negotiating and the Potential Buyer was conducting its due diligence, the Debtors believe that Carrie Catherine, of JLRNA, made false statements about the Debtors' inventory and other issues. The Debtors also believe that, contrary to the confidentiality provisions of the Dealership Agreements and the Debtors' admonishments, Carrie Catherine, made statements to the Potential Buyer regarding the Debtors' business. It is still unknown why JLRNA and Carrie Catherine would take actions manifestly contradictory to their efforts to terminate their business relationship with the Debtors and to replace them with the Potential Buyer. In any event, as a result of, among other things, the foregoing conduct by JLRNA, on the afternoon of August 31, 2011, the Potential Buyer indicated that it was no longer interested in purchasing the Debtors' dealerships.

Since the Petition Date, the Debtors have continued to attempt to work toward a sale to the Potential Buyer, who resurfaced after the Petition Date, or some other buyer. In addition, the Debtors intend to engage a broker or financial advisor specializing in the sale of auto dealerships to attract additional potential buyers and obtain the best possible price for the Debtors and their assets.

# 2. BMW FINANCIAL SERVICES NA, LLC

The Debtors finance their inventory and operations principally through various loan agreements (the "Loan Agreements") with BMW Financial Services NA, LLC ("BMW FS"). More specifically, by way of the Loan Agreements, BMW FS provides what are commonly referred to as "flooring" loans to the Debtors. That is, when the Debtors order New Vehicles from JLRNA, BMW FS pays JLRNA for the New Vehicles, which increases the Debtors' obligations to BMW FS, but generally does not result in obligations to JLRNA. Pursuant to the Loan Agreements, BMW FS has also financed the Debtors' purchases of previously owned vehicles (the "Used Vehicles"). BMW FS has also provided other loans to the Debtors for the build-out of their dealerships.

As set forth in the Stipulation, as of the Petition Date, the Debtors owed BMW FS approximately \$10,284,316 including the following: (a) \$631,131 on a capital loan for the LRJ Anaheim Land Rover dealership in 2006 owed by LRJ Anaheim, (b) \$563,334 on a capital loan for the LRJ Anaheim Jaguar dealership addition in 2005 owed by LRJ Anaheim, (c) \$4,205,170 in flooring loans owed by LRJ Anaheim, and (d) \$4,884,681 in flooring loans owed by LRJ Cerritos (collectively, the "BMW FS Claim"). The BMW FS Claim is cross-guaranteed and secured by a first priority lien on substantially all of the Debtors' assets, including, among other things, the Debtors' New Vehicles, Used Vehicles, furniture, fixtures, equipment, and bank accounts. As of the Petition Date, the Debtors were current on the BMW FS Claim.

## 3. EXIT STRATEGY

Due to cash flow issues created before the Petition Date by, among other things, JLRNA's non-payment of various amounts owed to the Debtors, the Debtors inability to obtain flooring loans from BMW for Used Vehicles, and the Debtors pay down of substantial amounts owed to BMW FS for Used Vehicle Flooring loans, the Debtors decided to file for bankruptcy protection in order to maintain the value of their businesses pending a sale or reorganization. The Debtors believe that they will have a motion to approve a proposed sale of substantially all of the Debtors' assets filed within the next 30 days.

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# C. THE CASH COLLATERAL MOTION AND THE CASH COLLATERAL STIPULATION

As discussed above, as of the Petition Date, the amount the Debtors owed to BMW FS on the BMW FS Claim was approximately \$10,284,316. As also discussed above, the BMW FS Claim is allegedly cross-guaranteed and secured by a first priority lien on substantially all of the Debtors' assets (the "Assets"), including the Debtors' cash collateral (the "Cash Collateral").

Collectively attached hereto as Exhibit "4" and "5" are summaries of UCC-1 Financing Statements and the actual UCC-1 Financing Statements (collectively, the "LRJ Anaheim Financing Statements") affecting LRJ Anaheim that were obtained by conducting searches under the name "Townsend Corporation" (Exhibit "4") and "Land Rover Jaguar Anaheim Hills" (Exhibit "5"). Collectively attached hereto as Exhibit "6" and "7" are summaries of UCC-1 Financing Statements and the actual UCC-1 Financing Statements (collectively, the "LRJ Cerritos Financing Statements" and, together with the LRJ Anaheim Financing Statements, the "Financing Statements") affecting LRJ Cerritos that were obtained by conducting searches under the name "LRJC, Inc." (Exhibit "6") and "Land Rover Jaguar Cerritos" (Exhibit "7").

Based on a review of the Financing Statements, the Debtors believe that BMW FS is the only entity that has an interest in the Debtors' Cash Collateral. The other entities that filed Financing Statements (ADP Commercial Leasing, LLC, Ford Motor Company, the Employment Development Department, the IRS, Sterling Savings Bank, Bank of the West (Trinity Division), Anthony Rector, and Wayne's (a Division of Tool Works, Inc.), either (1) only have interests in particular pieces of equipment or alleged tax liens that do not attach to Cash Collateral, and/or (2) were erroneously included in the Financing Statements obtained by the search because the liens are against entities other than the Debtors.

The Debtors required the immediate use of Cash Collateral after the Petition Date so that they could maintain operations and going concern value while they attempt to effectuate a sale of substantially all of their assets and/or a reorganization. Therefore, the Debtors previously filed an emergency motion to approve the use of cash collateral (the "<u>Cash Collateral Motion</u>"). The

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Debtors filed the Cash Collateral Motion in an abundance of caution, as the Debtors hoped to be able to reach agreement with BMW FS regarding the use of cash collateral and continued postpetition financing by BMW FS. The Cash Collateral Motion was largely based on the assertion that BMW FS was the only entity with an interest in Cash Collateral and that BMS FS (and any other entities with alleged interests in Cash Collateral) were adequately protected. The Cash Collateral Motion was approved at a hearing held on September 23, 2011, at 11:00 a.m. At that time, the Court set a hearing to consider a motion that the Debtors intended to file if they could reach agreement with BMW FS regarding the use of Cash Collateral and continued postpetition financing by BMW FS. Shortly after the hearing on the Cash Collateral Motion, the Debtors and BMW FS agreed to terms regarding the foregoing. Those terms are set forth in the Stipulation and Agreement for Order Authorizing Use of Cash Collateral, Continued Discretionary Floor Plan Financing and Providing for Adequate Protection (the "Stipulation") attached hereto as Exhibit "1."

In summary, under the Stipulation, (1) the Debtors will continue to use Cash Collateral pursuant to the Budgets, unless and until there is a default or the term of the Stipulation expires without written agreement between the parties to extend Cash Collateral use, (2) BMW FS will continue to provide flooring loans to the Debtors for New Vehicles under the terms that were in existence between the parties as of the Petition Date (LRJ Anaheim had a New Vehicle flooring line of up to \$7.5 million with interest at the rate of prime + 0.25%; LRJ Cerritos had a New Vehicle flooring line of up to \$6.5 million with interest at the rate of prime + 0.25%), as modified by the Stipulation, and (3) BMW FS, at its discretion, may provide flooring loans of up to \$750,000 for each Debtor under the terms that were in existence between the parties as of the Petition Date, %), as modified by the Stipulation.

Due to the emergency nature of the Motion, the parties could not get a fully executed Stipulation to attach to the Motion. A fully executed copy of the Stipulation will be lodged with the Court in advance of or at the hearing on the Motion.

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II.

## **DISCUSSION**

A. THE DEBTORS SHOULD BE AUTHORIZED TO USE CASH COLLATERAL PURSUANT TO THE STIPULATION TO OPERATE, MAINTAIN AND PRESERVE THEIR BUSINESSES

The Debtors' use of property of the estates is governed by Section 363 of the Bankruptcy Code, which provides, in relevant part, as follows:

If the business of the debtor is authorized to be operated under section. . .1108. . . of this title and unless the court orders otherwise, the trustee may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. §363(c)(l). A debtor in possession has all of the rights and powers of a trustee with respect to property of the estate, including the right to use property of the estate in compliance with Section 363. See 11 U.S.C. §1107(a).

"Cash collateral" is defined as "cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest. . . ." 11 U.S.C. §363(a). Section 363(c)(2) establishes a special requirement with respect to "cash collateral," providing that the trustee or debtor in possession may use "cash collateral" under subsection (c)(1) if:

- (A) each entity that has an interest in such cash collateral consents; or
- (B) the court, after notice and a hearing, authorizes such use, sale or lease in accordance with the provisions of this section.

See 11 U. S.C. §363(c)(2)(A) and (B).

It is well settled that it is appropriate for a Chapter 11 debtor to use cash collateral for the purpose of maintaining and operating its property. 11 U.S.C. § 363(c)(2)(B); <u>In re Oak Glen R-Vee</u>, 8 B.R. 213, 216 (Bankr. C.D. Cal. 1981); <u>In re Tucson Industrial Partners</u>, 129 B.R. 614 (9th Cir. BAP 1991). In addition, where the debtor is operating a business, it is extremely important that the

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access to cash collateral be allowed in order to facilitate the goal of reorganization: "the purpose of Chapter 11 is to rehabilitate debtors and generally access to cash collateral is necessary to operate a business." In re Dynaco Corporation, 162 B.R. 389 (Bankr. D. N.H. 1993), quoting In re Stein, 19 B.R. 458, 459. (Bankr. E.D. Pa. 1982).

As discussed above, the Debtors believe that BMW FS is the only entity with an interest in the Debtors Cash Collateral. Pursuant to the Stipulation, BMW FS is consenting to the Debtors' use of Cash Collateral. Therefore, approval of Cash Collateral use pursuant to the Stipulation is warranted under Section 363(c)(2)(A).

The approval of Cash Collateral use is also necessary to allow the Debtors to continue operating. The Debtors have no ability to continue to operate their businesses and maintain the going concern value thereof unless the Debtors have immediate access to, and use of, their Cash Collateral to pay the Debtors' ordinary operating expenses, including, but not limited to, payroll, rent, utilities, etc. The expenses the Debtors must be able to pay are set forth in the budgets (the "Budgets") for each of the Debtors collectively attached hereto as Exhibit "2." The Budgets attached hereto will supersede and replace the budgets under the Cash Collateral Motion and the interim and final orders thereon. The Debtors' inability to pay the expenses in the Budgets would cause immediate and irreparable harm to the Debtors and their businesses. The inability of the Debtors to use their Cash Collateral would likely result in the immediate closure of the Debtors' dealerships, which would lead to a precipitous decline in the Debtors' going concern value and gravely jeopardize any sale or reorganization of the Debtors' businesses, which would harm all creditors of the Debtors.

# B. THE DEBTORS SHOULD BE AUTHORIZED TO OBTAIN POSTPETITION FINANCING PURSUANT TO THE STIPULATION TO OPERATE, MAINTAIN AND PRESERVE THEIR BUSINESSES

Section 364 provides, in relevant part, as follows:

(a) If the trustee [or debtor in possession] is authorized to operate the business of the debtor under section . . . 1108, unless the court orders otherwise, the trustee [or debtor in possession] may obtain unsecured credit and incur unsecured debt in the

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24 25 ordinary course of business allowable under section 503(b)(1) of this title as an administrative expense.

- (b) The court, after notice and a hearing, may authorize the trustee [or debtor in possession] to obtain unsecured credit or to incur unsecured debt other than under subsection (a) of this section, allowable under section 503(b)(1) of this title as an administrative expense.
- If the trustee [or debtor in possession] is unable to obtain unsecured credit allowable-under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt –
  - (1) with priority over any and all administrative expenses of the kind specified in section 503(b) or 507(b) of this title:
  - (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or
  - (3) secured by a junior lien on property of the estate that is subject to a lien.
- (d)(1) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if--
- (A) the trustee is unable to obtain such credit otherwise; and
- (B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.
- (2) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

11 U.S.C. § 364.

Section 364 of the Bankruptcy Code is structured with an escalating series of inducements which a debtor in possession may offer to attract credit during the post-petition period. In re Photo Promotion Associates, Inc., 87 B.R. 835, 839 (Bankr. S.D.N.Y. 1988), aff'd, 881 F.2d 6 (2d. Cir. 1989). Therefore, where a trustee or debtor in possession cannot otherwise obtain unsecured post-

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petition credit, such credit may be obtained under certain carefully proscribed conditions. <u>In re T.M. Sweeney & Sons LTL Services</u>, <u>Inc.</u>, 131 B.R. 984, 989 (Bankr.N.D.III.1991). For example, if creditors are unwilling to extend unsecured credit to a debtor in possession, further inducements are offered, with court approval after notice and a hearing, including, without limitation, liens equal to or senior to existing liens on encumbered property in accordance with 11 U.S.C. § 364(d). <u>In re Photo Promotion Associates</u>, <u>Inc.</u>, 87 B.R. at 839.

A debtor's decision to obtain credit under Section 364 are generally analyzed in terms of whether the decision was a prudent exercise of the debtor's business judgment. See, e.g., In re Simasko Production Co., 47 B.R. 444, 448-9 (D. Colo.1985) (authorizing interim financing agreement where debtor's best business judgment indicated financing was necessary and reasonable for benefit of estate); In re Ames Dept. Stores, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990) (with respect to post-petition credit, courts "permit debtors-in-possession to exercise their basic business judgment consistent with their fiduciary duties"). See also 2 Collier on Bankruptcy ¶ 364.04, at 364-9-11 (15th ed. 1991).

Here, only through the Stipulation and, in particular, the postpetition financing provided under the Stipulation, can the Debtors continue to operate their businesses and maintain going concern value. In short, without such financing, the Debtors cannot continue to purchase new (and possibly used) inventory. In that case, the Debtors' new inventory would be allocated to other dealers and the Debtors would lose sales and would have to cease operations, which would severely damage their going concern value. It would be impossible for the Debtors to obtain a new flooring lender in time to continue purchasing inventory in the ordinary course and to maintain operations pending a sale. Even if it were possible for the Debtors to do so, the terms for such funding would likely be less favorable than the terms under the Stipulation. The lending terms under the Stipulation are the same terms that were negotiated and used before the Petition Date. That is, there is no increase in interest rate or other materially different lending terms accompanying the postpetition financing under the Stipulation. A higher interest rate and other harsh terms would likely be imposed by an alternate lender providing postpetition financing to a distressed borrower.

1 Understandably, BMW FS would not agree to provide such financing without having a security 2 interest in the vehicle collateral purchased with the postpetition financing and in other postpetition 3 collateral. In consideration of the foregoing reasons for obtaining the postpetition financing from BMW 4 FS pursuant to the Stipulation, and the substantial benefits that will be derived from obtaining such 5 postpetition financing, the Debtors have concluded that obtaining such financing from BMW FS is 6 in the best interests of the Debtors, their estates, and their creditors. 7 III. 8 **CONCLUSION** 9 WHEREFORE, the Debtors respectfully request that the Court enter an order: 10 1. affirming the adequacy of the notice given; 11 2. granting the Motion and approving the Stipulation on an interim basis pending a final 12 hearing thereon; 13 3. authorizing the Debtors to use cash collateral and to pay the expenses set forth in the 14 Budgets on an interim basis pending a final hearing; 15 4. authorizing the Debtors to obtain postpetition financing from BMW FS in accordance 16 with the terms of the Stipulation on an interim basis pending a final hearing; 17 5. setting a final hearing on the Motion; and 18 19 20 21 22 /// 23 24 /// 25

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6. granting such other and further relief as the Court deems just	d proper.
Dated: September 23, 2011 TOWNSEND CORPORATION	****
d/b/a Land Rover Jaguar Anahe	ı Hılls
- and -	
LRJC, INC. d/b/a Land Rover Jaguar Cerrito	
6	
By: /s/ Todd M. Arnold MARTIN J. BRILL	
TODD M. ARNOLD	NED VOO
LEVENE, NEALE, BEI & BRILL L.L.P.	
Proposed Attorneys for Debtors in Possession	btors and
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#### DECLARATION OF ERNEST W. TOWNSEND IV

- I, Ernest W. Townsend IV, hereby declare as follows:
- 1. I am over 18 years of age. Except where otherwise stated, I have personal knowledge of the facts set forth below and, if called to testify, I could and would testify competently thereto.
- 2. I hold a bachelor's degree in economics from California State University, Sacramento and a business degree from Harvard Business School. I have held numerous senior management positions at large companies. From 1972 to 1982, I served as the Brand Manager, Marketing Director, and Vice President of Marketing for Van De Kamp's Frozen Foods. From 1982 to 1987, I served as the President of All American Gourmet Company, which was sold to Kraft in 1987. From 1987 to 1992, I served as the Group Vice President and President of Frozen Food Group of Kraft/Philip Morris, a company that, at that time, had annual sales of approximately \$1 billion. From 1992 to 1995, I served as the President of the Office of the Chairman of Dole Food Company of North America, a company that, at that time, had 8 operating divisions and annual sales of approximately \$2.76 billion. From 1997 to 2002, I owned and served as the president for Land Rover Newport Beach and Land Rover Mission Viejo. From 2003 to the present, I have owned and operated Townsend Corporation d/b/a Land Rover Jaguar Anaheim Hills ("LRJ Anaheim") and LRJC, Inc. d/b/a Land Rover Jaguar Cerritos ("LRJ Cerritos"), the debtors and debtors in possession in the above captioned cases for which joint administration is being sought (collectively, the "Debtors").
- 3. I am the President and own 60% of the equity of Townsend Corporation d/b/a Land Rover Jaguar Anaheim Hills ("LRJ Anaheim") and am the President and own 55% of the equity of LRJC, Inc. d/b/a Land Rover Jaguar Cerritos ("LRJ Cerritos"), the debtors and debtors in possession in the above captioned cases for which joint administration is being sought (collectively, the "Debtors").
- 4. I make this declaration in support of the Motion to which this declaration is attached. Unless otherwise stated, all capitalized terms herein have the same meanings as in the Motion to which this declaration is attached.

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- 5. On September 9, 2011 (the "<u>Petition Date</u>"), the Debtors commenced their bankruptcy cases by each filing a voluntary petition for relief under Chapter 11 of title 11, United States Code § 101, <u>et seq.</u> (the "<u>Bankruptcy Code</u>"). No trustees have been appointed, and the Debtors are continuing to manage their financial affairs as debtors in possession pursuant to Sections 1107 and 1108.
- 6. The Debtors are principally owned and operated by me and my son, Joshua Townsend. LRJ Anaheim has been in business since 2000. LRJ Cerritos has been in business since 2006. The Debtors sell new Jaguar and Land Rover vehicles and various previously owned vehicles. The Debtors also have a service and parts departments.
- 7. Additional information regarding the Debtors and their business operations can be found at <a href="http://www.lrjah.com/">http://www.lrjah.com/</a> (LRJ Anaheim) and <a href="http://lrjcerritos.com/">http://lrjcerritos.com/</a> (LRJ Cerritos).
- 8. The Debtors are parties to various agreements (the "<u>Dealer Agreements</u>") with Jaguar Land Rover North America, LLC ("<u>JLRNA</u>"). Under the terms of the Dealer Agreements, among other things, (1) JLRNA sells new Jaguar and Land Rover vehicles (the "<u>New Vehicles</u>") to the Debtors, which the Debtors then sell to their customers, and (2) JLRNA provides certain business builder programs (the "<u>Business Builder Programs</u>"), pursuant to which JLRNA is required to make payments to the Debtors if certain conditions are met (the "<u>Business Builder Payments</u>").
- 9. In summary, under the Business Builder Programs, by the last day of the month following a quarter, JLRNA makes Business Builder Payments to the Debtors based on sales of New Vehicles from the prior quarter (a "Business Builder Period"). At present, in order for sales of New Vehicles to count for the purposes of Business Builder Payments, the following general requirements (which have changed over time when it suited JLRNA) must be met (1) the vehicle has to be sold in the applicable Debtors' territory or an unassigned territory and (2) the vehicle must be registered to an end-user and there has to be proof of the address of the end-user. Up until about February 2011, the registration of the subject New Vehicle and proof of the address of the end-user were not requirements for New Vehicle sales to qualify under the Business Builder Programs. It is believed

that this was added as a requirement to prohibit the sale of New Vehicles to auto brokers and auto brokers subsequently selling New Vehicles to dealers or end-users outside of the United States.

- 10. If the requirements are not met with respect to a particular New Vehicle, then JLRNA does not make the Business Builder Payment for such vehicle. If the requirements are not met with respect to 10% or more of the New Vehicles sold during a Business Builder Period, then JLRNA does not make any Business Builder Payments for any New Vehicle sales during the Business Builder Period, including New Vehicle sales that would otherwise meet the requirements of the Business Builder Programs. The Business Builder Payments make up a substantial portion of the Debtors' revenue and are essential to the funding of the Debtors' continued operations and profitability.
- 11. LRJ Anaheim has an ongoing dispute with JLRNA due to alleged issues raised by JLRNA regarding Business Builder Payments to LRJ Anaheim under the Business Builder Programs and JLRNA's efforts to recoup prior payments to LRJ Anaheim by offsetting payments that came due and will come due in 2011.
- 12. LRJ Anaheim disputes and continues to dispute the claims made by LRJNA regarding audit issues related to in the LRJ Anaheim Business Builder Program and LRJNA's efforts to offset to recover prior Business Builder Payments. To the contrary, as discussed above, LRJ Anaheim is owed at least \$1,160,995 by JLRNA for Business Builder Payments, warranty payments, and incentive payments. LRJ Cerritos also disputes any alleged issues regarding LRJ Cerritos' compliance with the provisions of the LRJ Cerritos Dealership Agreements.
- 13. However, rather than jeopardize the value of the Debtors' businesses, the Debtors decided to sell their businesses. Prior to the Petition Date, the Debtors retained a broker to market both of the Debtors' dealerships for sale. The Debtors obtained an offer from a well-known Southern California auto dealer (the "Potential Buyer"). The Debtors engaged in substantial discussions with the Potential Buyer and sought JLRNA's approval of the sale of the Debtors' dealerships to the Potential Buyer. JLRNA approved the Potential Buyer, and the Debtors and the Potential Buyer exchanged drafts of an asset purchase agreement.

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- 14. For inexplicable reasons, as the parties were negotiating and the Potential Buyer was conducting its due diligence, the Debtors believe that Carrie Catherine, of JLRNA, made false statements about the Debtors' inventory and other issues. The Debtors also believe that, contrary to the confidentiality provisions of the Dealership Agreements and the Debtors' admonishments, Carrie Catherine, made statements to the Potential Buyer regarding the Debtors' business. It is still unknown why JLRNA and Carrie Catherine would take actions manifestly contradictory to their efforts to terminate their business relationship with the Debtors and to replace them with the Potential Buyer. In any event, as a result of, among other things, the foregoing conduct by JLRNA, on the afternoon of August 31, 2011, the Potential Buyer indicated that it was no longer interested in purchasing the Debtors' dealerships.
- 15. Since the Petition Date, the Debtors have continued to attempt to work toward a sale to the Potential Buyer, who resurfaced after the Petition Date, or some other buyer. In addition, the Debtors intend to engage a broker or financial advisor specializing in the sale of auto dealerships to attract additional potential buyers and obtain the best possible price for the Debtors and their assets.
- 16. The Debtors finance their inventory and operations principally through various loan agreements (the "Loan Agreements") with BMW Financial Services NA, LLC ("BMW FS"). More specifically, by way of the Loan Agreements, BMW FS provides what are commonly referred to as "flooring" loans to the Debtors. That is, when the Debtors order New Vehicles from JLRNA, BMW FS pays JLRNA for the New Vehicles, which increases the Debtors' obligations to BMW FS, but generally does not result in obligations to JLRNA. Pursuant to the Loan Agreements, BMW FS has also financed the Debtors' purchases of previously owned vehicles (the "Used Vehicles"). BMW FS has also provided other loans to the Debtors for the build-out of their dealerships.
- 17. As set forth in the Stipulation, as of the Petition Date, the Debtors owed BMW FS approximately \$10,284,316 including the following: (a) \$631,131 on a capital loan for the LRJ Anaheim Land Rover dealership in 2006 owed by LRJ Anaheim, (b) \$563,334 on a capital loan for the LRJ Anaheim Jaguar dealership addition in 2005 owed by LRJ Anaheim, (c) \$4,205,170 in flooring loans owed by LRJ Anaheim, and (d) \$4,884,681 in flooring loans owed by LRJ Cerritos

(collectively, the "BMW FS Claim"). The BMW FS Claim is cross-guaranteed and secured by a first priority lien on substantially all of the Debtors' assets, including, among other things, the Debtors' New Vehicles, Used Vehicles, furniture, fixtures, equipment, and bank accounts. As of the Petition Date, the Debtors were current on the BMW FS Claim.

- 18. Due to cash flow issues created before the Petition Date by, among other things, JLRNA's non-payment of various amounts owed to the Debtors, the Debtors inability to obtain flooring loans from BMW for Used Vehicles, and the Debtors pay down of substantial amounts owed to BMW FS for Used Vehicle Flooring loans, the Debtors decided to file for bankruptcy protection in order to maintain the value of their businesses pending a sale or reorganization. I believe that the Debtors will have a motion to approve a proposed sale of substantially all of the Debtors' assets filed within the next 30 days.
- 19. As discussed above, as of the Petition Date, the amount the Debtors owed to BMW FS on the BMW FS Claim was approximately \$10,284,316. As also discussed above, the BMW FS Claim is allegedly cross-guaranteed and secured by a first priority lien on substantially all of the Debtors' assets (the "Assets"), including the Debtors' cash collateral (the "Cash Collateral").
- 20. I believe that BMW FS is the only entity that has an interest in the Debtors' Cash Collateral. The other entities that filed Financing Statements (ADP Commercial Leasing, LLC, Ford Motor Company, the Employment Development Department, the IRS, Sterling Savings Bank, Bank of the West (Trinity Division), Anthony Rector, and Wayne's (a Division of Tool Works, Inc.), either (1) only have interests in particular pieces of equipment or alleged tax liens that do not attach to Cash Collateral, and/or (2) were erroneously included in the Financing Statements obtained by the search because the liens are against entities other than the Debtors.
- 21. The Debtors required the immediate use of Cash Collateral after the Petition Date so that they could maintain operations and going concern value while they attempt to effectuate a sale of substantially all of their assets and/or a reorganization. Therefore, the Debtors previously filed an emergency motion to approve the use of cash collateral (the "Cash Collateral Motion"). The Debtors filed the Cash Collateral Motion in an abundance of caution, as the Debtors hoped to be able to reach

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agreement with BMW FS regarding the use of cash collateral and continued postpetition financing by BMW FS. The Cash Collateral Motion was largely based on the assertion that BMW FS was the only entity with an interest in Cash Collateral and that BMS FS (and any other entities with alleged interests in Cash Collateral) were adequately protected. The Cash Collateral Motion was approved at a hearing held on September 23, 2011, at 11:00 a.m. At that time, the Court set a hearing to consider a motion that the Debtors intended to file if they could reach agreement with BMW FS regarding the use of Cash Collateral and continued postpetition financing by BMW FS. Shortly after the hearing on the Cash Collateral Motion, the Debtors and BMW FS agreed to terms regarding the foregoing. Those terms are set forth in the Stipulation and Agreement for Order Authorizing Use of Cash Collateral, Continued Discretionary Floor Plan Financing and Providing for Adequate Protection (the "Stipulation") attached hereto as Exhibit "1."

- 22. The approval of Cash Collateral use is also necessary to allow the Debtors to continue operating. The Debtors have no ability to continue to operate their businesses and maintain the going concern value thereof unless the Debtors have immediate access to, and use of, their Cash Collateral to pay the Debtors' ordinary operating expenses, including, but not limited to, payroll, rent, utilities, etc. The expenses the Debtors must be able to pay are set forth in the budgets (the "Budgets") for each of the Debtors collectively attached hereto as Exhibit "2." The Budgets attached hereto will supersede and replace the budgets under the Cash Collateral Motion and the interim and final orders thereon. The Debtors' inability to pay the expenses in the Budgets would cause immediate and irreparable harm to the Debtors and their businesses. The inability of the Debtors to use their Cash Collateral would likely result in the immediate closure of the Debtors' dealerships, which would lead to a precipitous decline in the Debtors' going concern value and gravely jeopardize any sale or reorganization of the Debtors' businesses, which would harm all creditors of the Debtors.
- 23. I believe that only through the Stipulation and, in particular, the postpetition financing provided under the Stipulation, can the Debtors continue to operate their businesses and maintain going concern value. In short, without such financing, the Debtors cannot continue to purchase new

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(and possibly used) inventory. In that case, the Debtors' new inventory would be allocated to other dealers and the Debtors would lose sales and would have to cease operations, which would severely damage their going concern value. It would be impossible for the Debtors to obtain a new flooring lender in time to continue purchasing inventory in the ordinary course and to maintain operations pending a sale. Even if it were possible for the Debtors to do so, the terms for such funding would likely be less favorable than the terms under the Stipulation. The lending terms under the Stipulation are the same terms that were negotiated and used before the Petition Date. That is, there is no increase in interest rate or other materially different lending terms accompanying the postpetition financing under the Stipulation. A higher interest rate and other harsh terms would likely be imposed by an alternate lender providing postpetition financing to a distressed borrower. Understandably, BMW FS would not agree to provide such financing without having a security interest in the vehicle collateral purchased with the postpetition financing and in other postpetition collateral.

24. In consideration of the foregoing reasons for obtaining the postpetition financing from BMW FS pursuant to the Stipulation, and the substantial benefits that will be derived from obtaining such postpetition financing, I have concluded that obtaining such financing from BMW FS is in the best interests of the Debtors, their estates, and their creditors.

Executed this 23<sup>rd</sup> day of September 2011, at Bakersfield, California.

/s/ Ernest W. Townsend IV
ERNEST W. TOWNSEND IV

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# **DECLARATION OF TODD M. ARNOLD**

- I, Todd M. Arnold, hereby declare as follows:
- 1. I am over 18 years of age. Except where otherwise stated, I have personal knowledge of the facts set forth below and, if called to testify, I could and would testify competently thereto.
- 2. I am duly licensed to practice law in the state of California, in the United States District Courts and Bankruptcy Courts for the Northern, Eastern, Central, and Southern Districts of California, and before the Ninth Circuit.
- 3. I am a partner in the law firm of Levene, Neale, Bender, Yoo & Brill L.L.P., counsel to Townsend Corporation d/b/a Land Rover Jaguar Anaheim Hills ("LRJ Anaheim") and LRJC, Inc. d/b/a Land Rover Jaguar Cerritos ("LRJ Cerritos"), the debtors and debtors in possession in the above captioned cases for which joint administration is being sought (collectively, the "Debtors").
- 4. I make this declaration in support of the Motion to which this declaration is attached. Unless otherwise stated, all capitalized terms herein have the same meanings as in the Motion.
- 5. I caused the Debtors to order from CLAS Information Systems summaries of UCC Financing Statements affecting the Debtors and the actual UCC Financing Statements. Collectively attached hereto as Exhibit "4" and "5" are summaries of UCC-1 Financing Statements and the actual UCC-1 Financing Statements (collectively, the "LRJ Anaheim Financing Statements") affecting LRJ Anaheim that were obtained by conducting searches under the name "Townsend Corporation" (Exhibit "4") and "Land Rover Jaguar Anaheim Hills" (Exhibit "5"). Collectively attached hereto as Exhibit "6" and "7" are summaries of UCC-1 Financing Statements and the

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2	actual UCC-1 Financing Statements (collectively, the "LRJ Cerritos Financing Statements" and,
3	together with the LRJ Anaheim Financing Statements, the "Financing Statements") affecting LRJ
4	Cerritos that were obtained by conducting searches under the name "LRJC, Inc." (Exhibit "6") and
5	"Land Rover Jaguar Cerritos" (Exhibit "7").
6	I declare under penalty of perjury under the laws of the United States of America that the
7	foregoing is true and correct.
8	Executed this 23 <sup>rd</sup> day of September 2011, at Los Angeles, California.
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10	/s/ Todd M. Arnold TODD M. ARNOLD
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# **EXHIBIT "1"**

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# UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA SANTA ANA DIVISION

In re:	)
TOWNSEND CORPORATION d/b/a Land Rover Jaguar Anaheim Hills	) Chapter 11 ) Case No. 8:11-BK-22690-RK
Debtor.	) )
In re:	)
LRJC, INC.	) Chapter 11
d/b/a Land Rover Jaguar Cerritos	) Case No. 8:11-BK-22695-RK
Debtor.	) ) )

# STIPULATION AND AGREEMENT FOR ORDER AUTHORIZING USE OF CASH COLLATERAL, CONTINUED DISCRETIONARY FLOOR PLAN FINANCING AND PROVIDING FOR ADEQUATE PROTECTION

This Stipulation and Agreement For Order Allowing Use of Cash Collateral, Continued Discretionary Floor Plan Financing and Providing For Adequate Protection ("Agreement") is made on this 23<sup>rd</sup> day of September 2011 by and between BMW Financial Services NA, LLC. ("BMW FS"), TOWNSEND CORPORATION d/b/a Land Rover Jaguar Anaheim Hills ("LRJ Anaheim") and LRJC, Inc., d/b/a Land Rover Jaguar Cerritos ("LRJ Cerritos", together with LRJ Anaheim collectively the "Debtors" and each a "Debtor") with reference to the following facts: 4847-5672-9098.3

### RECITALS

- A. Debtors commenced their respective cases by the filing of voluntary petitions under Chapter 11 of Title 11 of the <u>United States Code</u> ("Bankruptcy Code") on September 9, 2011 ("Petition Date") and pursuant to 11 U.S.C. § § 1107 and 1108, have continued in the management and possession of their respective businesses and assets as Debtors-in-Possession. The Court has ordered the joint administration of the Debtors' cases.
- B. No trustee or examiner has been appointed to serve in either case, pursuant to 11 U.S.C. § 1104, nor has a creditors committee been appointed herein, as provided under 11 U.S.C. § 1102.
- C. Pursuant to 28 U.S.C. § § 157, 1334, 1408 and 1409, this Court ("Bankruptcy Court") has complete jurisdiction and proper venue over these proceedings for reorganization under 11 U.S.C. § § 1101 et seq., and all proceedings relating to the subject matter of this Stipulation are core proceedings within the meaning of 28 U.S.C. § 157(b)(2)(A), (D), (M) and (O).
- D. Debtors are in the business of selling, servicing and repairing new and used motor vehicles and operate their businesses as Land Rover and Jaguar dealerships under valid and existing franchise agreements ("Franchise Agreements"), provided, however that there is a pending termination procedure regarding LRJ Anaheim's Franchise Agreements.
- E. BMW FS has provided floor plan financing to LRJ Anaheim pursuant to the terms of that certain Inventory Financing and Security Agreement dated May 18, 2009, with a maximum amount of \$6,500,000, which has been renewed and amended from time to time, and as of the Petition Date had a current outstanding balance of \$4,205,170.00 (the "LRJ Anaheim Floorplan").

  4847-5672-9098.3

- F. BMW FS has provided floor plan financing to LRJ Cerritos pursuant to the terms of that certain Inventory Financing and Security Agreement dated May 18, 2009, with a maximum amount of \$5,500,000, which has been renewed and amended from time to time, and as of the Petition Date had a current outstanding balance of \$4,884,681.00 (the "LRJ Cerritos Floorplan").
- G. BMW FS has provided additional financing to LRJ Anaheim pursuant to the terms of that certain Term Loan and Security Agreement dated September 26, 2005, with an outstanding balance as of the Petition Date of \$563,334.00, that certain Term Loan and Security Agreement dated November 1, 2006, with an outstanding balance as of the Petition Date of \$631,131 (collectively the "LRJ Anaheim Term Loans", together with the LRJ Anaheim Floorplan and the LRJ Cerritos Floorplan, the "Loan Agreements").
- H. The total balance owed by the Debtors to BMW FS under the Loan Agreements, as of the Petition Date was \$10,284,316, plus accruing interest, fees and costs.
- I. Debtors obligations under the Loan Agreements are guaranteed by Townsend Automotive Group, LLC, Ernest Townsend, Joshua Townsend, Barbara Townsend, and/or Lauren Townsend pursuant to certain written guaranties (collectively the "Guarantors"), and are cross-defaulted and cross-collateralized.
- J. Pursuant to the terms of the Loan Agreements, Debtors granted to BMW FS a first-priority security interest on virtually all of their assets (collectively the "Collateral"). Such security interest is, has been and continues to be fully and properly perfected.
- K. As of the Petition Date, BMW FS contends that the Debtors were in violation and default of the Loan Agreements by reason of their failure to, among other things, timely pay curtailments and maturations when due. But for the filing of the Chapter 11 cases, pursuant to

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the Loan Agreements, BMW FS contends that it would be entitled to immediate payment of all outstanding indebtedness from Debtors and also to pursue its remedies under the Loan Agreements and applicable law, due to Debtors' defaults.

- The proceeds derived from the sale of the Debtors' inventory constitutes cash L. collateral of BMW FS ("Cash Collateral").
- M. On September 9, 2011, the Debtors filed Debtors' Notice Of Emergency Motion and Emergency Motion For An Order Authorizing The Use Of Cash Collateral On An Interim Basis Pending A Final Hearing ("Cash Collateral Motion").
- Debtors have no claims, offsets, or defenses to the claims of BMW FS as of the N. Petition Date, and agree that all security documents between it and BMW FS have been duly executed and are enforceable according to their terms.
- Debtors are in possession of BMW FS' Cash Collateral, and will continue to O. generate Cash Collateral from the sale, lease, or other disposition of motor vehicles, automotive parts and accessories covered by BMW FS' various Loan Agreements, and by the disposition of other items subject to BMW FS' security interests. This Agreement is intended to allow Debtor to use BMW FS' Cash Collateral, while protecting BMW FS' interest therein pursuant to § 363 of the Bankruptcy Code.
- P. Without the continued use of BMW FS' Cash Collateral, Debtors would be unable to continue their business operations.
- Q. BMW FS is willing to permit Debtors to use Cash Collateral and to make loans post-petition for the financing of new inventory, upon the terms and conditions set forth herein, and upon the provisions for adequate protection contained herein. Accordingly, Debtors and BMW FS wish to establish the basis upon which Debtors may:

- 1. Use Cash Collateral and proceeds of other collateral of BMW FS;
- 2. Borrow money post-petition for additional inventory financing;
- 3. Sell certain inventory in which BMW FS holds a perfected security interest in the ordinary course of business;
- 4. Segregate, sequester and pay over to BMW FS certain of the proceeds of BMW FS' Cash Collateral; and
- Provide for adequate protection of BMW FS' security interest in the Cash
   Collateral utilized by Debtors.

#### THE AGREEMENT

NOW, THEREFORE, subject of the authorization by the Bankruptcy Court, it is hereby stipulated and agreed as follows:

## Post-Petition Floor Plan Financing

- 1. BMW FS agrees to provide post-petition wholesale financing to Debtors for new vehicles in strict accordance with their respective Loan Agreements and this Stipulation.
- 2. BMW FS may, in its sole business discretion, provide additional post-petition wholesale financing to Debtors for used vehicles, in amounts not to exceed \$750,000 for each Debtor, pursuant to the terms and conditions of the Loan Agreements. Specifically, BMW FS will not be obligated to finance the acquisition of any used vehicle for Debtors unless BMW FS has provided approval for the purchase of such vehicle prior to the acquisition of such vehicle, or the parties have agreed on additional terms that would allow another procedure. The granting or withholding of approval of wholesale financing for used vehicles shall be within the absolute and sole business discretion of BMW FS.

3. With regard to all post-petition credit extended by BMW FS to Debtors, BMW FS shall be granted a first-priority lien pursuant to 11 U.S.C. § 364(c) and 11 U.S.C. § 507(b) on all inventory of new and used motor vehicles, automotive parts and accessories, and related equipment and all chattel paper, accounts, contract rights, books, documents, instruments, general intangibles, consumer goods, equipment, furniture, supplies, machinery, fixtures and leasehold improvements, whether now owned or hereafter acquired, together with all products and proceeds from the same, provided however that BMS FS's post-petition liens will be junior to any valid, senior pre-petition liens held by purchase money lenders and lessors.

#### **Debtor's Use of Cash Collateral**

4. BMW FS consents to Debtors' use of BMW FS' Cash Collateral in the ordinary course of business, and pursuant to the budgets, submitted by Debtors as attached hereto as Exhibit A, (collectively the "Budget") on the following strict terms and conditions:

### (a) Cash

Debtors are hereby authorized to use the cash held or maintained in their bank accounts as of the close of business on September 8, 2011 or thereafter acquired.

#### (b) Retail or Wholesale Sale of Financed Motor Vehicles

At all times subject to the requirements of the Budget, upon the sale of a motor vehicle for which BMW FS has provided wholesale financing, each Debtor is hereby authorized to use that portion of BMW FS' Cash Collateral which represents the difference between the amount of financing (i.e., the amount shown as the remaining balance on BMW FS' statements to the relevant Debtor) (the "Floor Plan Release Price") and the amount for which the vehicle is sold by the relevant Debtor subject to the following terms and conditions:

- Desc
- i. The relevant Debtor shall pay BMW FS the Floor Plan Release Price on said vehicle, the earlier of the receipt of proceeds from the sale of said vehicle or within 11 banking days of the sale of said vehicle. For purposes of this Section (b), (c) & (d), the "receipt of funds" shall mean the following business day after the day of actual receipt of funds by the relevant Debtor.
- ii. Notwithstanding anything else in this Agreement, in the event a consumer purchase is funded by BMW FS, such deal shall be funded on a "Net Funding Basis" whereby BMW FS shall remit payment to itself for the Floor Plan Release Price and shall remit the excess payment, if any, to the Debtor, within the normal course of business of BMW FS.
- iii. In the event the new vehicle sold by a Debtor has a customer credit for a manufacturer's incentive or rebate from Land Rover or Jaguar, the relevant Debtor will remit to BMW FS the full amount of the Floor Plan Release Price on said vehicle and the relevant Debtor shall be able to collect the manufacturer's incentive or subsidy on the vehicle directly from the manufacturer.
- If a Debtor accepts a trade-in as part of the sale of such a vehicle, iv. BMW FS shall be granted a lien pursuant to 11 U.S.C. § 364(c) and 11 U.S.C. § 507(b) on any such trade-in vehicle. Upon the relevant Debtor's receipt of the title to a used vehicle taken in trade for the sale of a vehicle for which BMW FS provided wholesale financing, the relevant Debtor shall maintain custody and control of the title (pink slip) subject to its trust obligations contained in the Loan Agreements.
- If a Debtor accepts a trade-in in total or partial consideration of the V. sale of such a vehicle, the relevant Debtor shall pay off any lien on the trade-in vehicle within 2 banking days of acceptance of the trade-in vehicle, and shall submit proof to BMW FS that the lien on the trade-in vehicle has been paid off.
- Debtors shall not sell any vehicle for less than the Floor Plan vi. Release Price without the prior written consent of BMW FS. If a Debtor sells a floored vehicle for less than the Floor Plan Release Price, only after advance written consent from BMW FS, BMW FS shall receive all proceeds of the sale, in kind, and the relevant Debtor shall, within 2 banking days of the sale of such a vehicle. pay BMW FS the difference between the amount financed on the vehicle and the proceeds of sale. Until such time as the relevant Debtor pays BMW FS the difference in the vehicle, BMW FS shall

- retain all rights to collect the manufacturer's incentive or subsidy on the vehicle directly from the manufacturer.
- vii. Debtors shall not, without the prior written consent of BMW FS, give credit on a retail installment contract or retail lease for a trade-in vehicle which credit exceeds the NADA wholesale value of such vehicle or the value of any firm bid from a wholesaler on such vehicle, whichever is greater.

# (c) Fleet Sales, Dealer Trades/Sales and/or Auto Broker Sales

With regard to fleet sales, dealer trades/sales and/or auto broker sales, Debtors shall collect the gross proceeds of any such transaction and Debtors shall remit the Floor Plan Release Price for any such vehicle to BMW FS the earlier of the receipt of proceeds from the sale of said vehicle(s) or within three (3) banking days from the sale of said vehicle(s). Neither Debtor will enter into any fleet sales or dealer trade/sales or auto broker sales without BMW FS' prior written consent.

# (d) Wholesale or Auction Sales

Debtors shall not wholesale or sell at auction any motor vehicles, including but not limited to, motor vehicles on which BMW FS has a lien, without BMW FS' express written consent. In the event a Debtor elects to sell vehicles on a wholesale basis or at auction, after obtaining BMW FS' prior written consent, Debtor shall collect the gross proceeds of any such transaction and the relevant Debtor shall remit the Floor Plan Release Price for such vehicle to BMW FS on the earlier of the receipt of proceeds from the sale of said vehicle(s) or within 11 banking days from the sale of said vehicle(s).

#### (e) Sale of Automotive Parts

At the end of each calendar month, each Debtor shall prepare a summary of its receipts of proceeds from the sale of automotive parts in connection with over-the-4847-5672-9098.3

counter sales of automotive parts to retail customers or sales of parts in connection with Debtors' service or repair, including warranty service and repair, of retail customers' motor vehicles. Each Debtor shall pay BMW FS an amount equal to the cost of said parts

automotive parts with a part or parts of equal value, which are free and clear of any lien

or supply BMW FS with proof that the relevant Debtor has replenished its inventory of

or encumbrance.

Debtors shall not sell any automotive parts in bulk or out of the ordinary course of business without BMW FS' prior written consent. If automotive parts are sold in bulk, or out of the ordinary course of business, only after BMW FS has provided its prior written consent, the relevant Debtor shall instruct purchasers to make payment in the form of a cashier's check or certified funds jointly payable to BMW FS and the relevant Debtor. Debtor shall immediately endorse and deliver said proceeds to BMW FS. BMW FS will then issue its check to the relevant Debtor for an amount equal to the sale price of the parts, less the acquisition cost of the parts by the dealership.

### (f) Delivery of Vehicle Keys, MCO's and Titles

Until such time as there has been a default under this Agreement, and the exercise of the default remedies described below, Debtors shall maintain custody and control of all vehicle keys, Manufacturer's Certificates of Origin ("MCO"), and titles for all new and used vehicles in Debtors' inventories. Each Debtor shall be bound by all of its trust obligations contained in the Loan Agreements and shall provide a daily report of its sales activity to BMW FS.

# (g) Chattel Paper

BMW FS' purchase of chattel paper from the Debtors shall continue to be governed by the pre-petition agreements between BMW FS and the Debtors.

### (h) Other Cash Collateral

Provided Debtors are not in default hereunder, Debtors may use BMW FS' Cash Collateral, including but not limited to, the cash collateral in Debtors' respective Debtor-in-Possession accounts, in the ordinary course of business on the terms and conditions set forth herein, and all times in strict compliance with the Budget.

# (i) BMW FS On Premises Auditor/Agent

BMW FS shall be entitled to maintain its own agents/auditors on the premises of the Debtors. The agents/auditors shall use best efforts to avoid any disruption to the ordinary and customary operation of Debtors' businesses.

#### Adequate Protection Payments and Replacement Liens

- 5. As and for adequate protection payments, the relevant Debtor shall pay BMW FS all interest which became due to BMW FS in the prior calendar month for all floor plan/wholesale financing outstanding for the period. In addition, the Debtor shall make all payments otherwise due under the Loan Agreements, according to their terms.
- 6. As further adequate protection for the interests of BMW FS, the Debtors hereby grant to BMW FS the following:
  - (a) nunc pro tunc to the Petition Date, (i) a replacement lien pursuant to 11 U.S.C. § 361(2) on and in all property acquired or generated post petition by the Debtors to the same extent and priority and of the same kind and nature as BMW FS' pre-petition liens and security interests in the Cash Collateral and other assets of the Debtors;

- (b) an administrative expense priority pursuant to sections 11 U.S.C. §§ 507(a) and 503 (b) of the Bankruptcy Code for the diminution in the value of BMW FS's collateral during these proceedings; and
  - (c) adequate protection payments as described above.

### The Budget

7. Debtors, through their professionals, have created the Budget that is attached hereto as Exhibit A. Cash Collateral shall be used in strict accordance with the terms of the Budget, through the period provided for therein, and all extensions thereof, as agreed to by BMW FS, except that a Debtor shall be authorized to (i) exceed any line item on the Budget by an amount not to exceed fifteen (15%) percent of any such line item, provided that in all events and circumstances the total of all amounts in excess of all line items in the Budget do not exceed ten (10%) percent in the aggregate of the total Budget, and (ii) carryover unused line item allowances from one month to following months. In the event there is a variance in excess of the foregoing variance limits, such variances can be approved by BMW FS in writing without additional Bankruptcy Court approval. Debtors shall provide BMW FS with backup for all budget entries requested by BMW FS upon request. Debtors agree that all amounts shown on the Budgets shall be paid each month before any amounts attributable to Townsend Salaries, as defined in the Budget, which represent the proposed salaries for Ernest W. Townsend and Joshua Townsend, are paid. BMW FS shall not object to the salaries of Ernest W. Townsend and Joshua Townsend as set forth in the Budget.

#### **General Provisions**

8. Except as expressly modified and amended herein, Debtors shall perform all of their respective obligations as set forth in the Loan Agreements.

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- 9. Debtors shall maintain insurance on BMW FS' collateral as required by the terms and conditions of the Loan Agreements and shall provide evidence of same upon request of BMW FS.
- 10. BMW FS claims for the existing indebtednesses are secured claims within the meaning of 11 U.S.C. § 506 to the extent of the Debtors' obligations to BMW FS contained in the Loan Agreements.
- pleading with the Bankruptcy Court on or before by October 31, 2011, pursuant to Fed. R. Bankr. P. 7001, Debtors shall be deemed to have agreed with prejudice that BMW FS has a first priority, perfected security interest in their collateral. No Cash Collateral or other collateral in which BMW FS holds an interest, or property of the Debtors pledged as adequate protection hereunder to BMW FS may be used to fund any litigation (including pre-litigation investigations) by the Debtors or any committee of unsecured creditors, or any subsequent trustee that may be appointed in this case, to challenge or avoid the security interest of BMW FS in and to all of the Debtors' assets. Any official committee of unsecured creditors which may be constituted by the Office of the United States Trustee shall have no longer than 30 days from the date of their appointment to file an adversary proceeding challenging the validity, extent or priority of the security interests of BMW FS, the failure of any such committee to timely institute such action shall constitute a bar, with prejudice, to any such action by a committee or any subsequently appointed trustee.
- 12. No Cash Collateral or other collateral in which BMW FS holds an interest, or property of the Debtors pledged as adequate protection hereunder to BMW FS may be used to pay, or be charged pursuant to § 506(c) of the Bankruptcy Code or other applicable law, for any 4847-5672-9098.3

administration of the case, or any future case, including cases under Chapter 7 of the Bankruptcy

costs or expense of preserving or disposing of any of BMW FS' collateral, or for any expenses of

Code, provided, however that no provisions hereof shall prohibit the payment of professional

fees approved by the Bankruptcy Court. The Debtors also waive any right to seek a surcharge

against BMW FS separate and apart from a charge against its collateral.

13. As adequate protection of or for BMW FS' interest in Cash Collateral, the use of

which may have resulted, and will result in a decrease in the value and amount of such cash

collateral, the Debtors grant to BMW FS, pursuant to 11 U.S.C. §§ 361(2) and 363, effective

immediately upon entry of an order authorizing this Agreement, and without the necessity of the

execution by the Debtor of chattel mortgages, security agreements, financing statements, or

otherwise, a valid, continuing, enforceable, automatically perfected, non-voidable, and non-

subordinable, first lien and security interest in and to, all post-petition assets, including, without

limitation, all inventory of new and used motor vehicles, automotive parts and accessories, race

vehicles, trailers, delivery vans, trucks, and related equipment and all chattel paper, accounts,

contract rights, books, documents, instruments, general intangibles, consumer goods, equipment,

furniture, supplies, machinery, and leasehold improvements, whether now owned or hereafter

acquired, together with all products and proceeds from the same, but excluding any and all

avoidance actions arising under Chapter 5 of the Bankruptcy Code (collectively "Avoidance

Actions") and any proceeds therefrom. The lien on post-petition assets shall be deemed to be

perfected *nunc pro tunc* from the Petition Date, and shall secure all obligations of the Debtors to

BMW FS under the Loan Agreements and this Agreement.

14. As additional protection of or for BMW FS' interest in Cash Collateral, to the

extent BMW FS should file an unsecured claim herein representing any post-petition diminution

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of BMW FS' collateral during the course of the Bankruptcy Cases or for failure of any adequate protection granted under this Agreement, BMW FS shall have, and hereby is granted, an administrative claim under 11 U.S.C. §§ 503(b) and 507(a)(1), of a priority equal to all administrative expenses of the kind specified in 11 U.S.C. §§ 503(b) and/or 507(b), including, without limitation, allowed fees and disbursements payable to professionals pursuant to 11 U.S.C. §§ 327, 328, 330, 331 and 1103, which administrative claim shall, at all times, be senior to the rights of Debtors in such proceedings, and shall be equal in priority to any and all administrative expenses under §§ 503(b) and 507(a)(1), incurred or arising in the context of any case instituted by or against Debtors under Title 11 of the United States Code, or in the context of any case to which this case may be converted, whether under 11 U.S.C. § 1112 or otherwise, and whether incurred or arising prior or subsequent to the entry of the order authorizing this Agreement, and arising prior or subsequent to a conversion of such proceedings pursuant to 11 U.S.C. § 1112. Debtors shall not cause, suffer, or permit the attachment or allowance of any claims having a priority superior, or equal to, the liens and claims of BMW FS provided for herein, and no costs or expenses of administration of any kind shall be imposed upon BMW FS. its liens, claims or collateral, whether under 11 U.S.C. § 506(c) or otherwise.

15. As provided hereinabove, BMW FS shall not be required to file financing statements, security agreements, chattel mortgages, notices of lien, or similar instruments, in any jurisdiction, or take any other action, in order to validate and perfect the security interests and liens, granted to it hereunder. If BMW FS shall, however, in its sole discretion, choose to file or record such financing statements, security agreements, chattel mortgages, notices of lien, or similar instruments, or otherwise take any steps to effect, validate, or confirm the creation or perfection of, its said security interests and liens, in the manner prescribed under applicable, non4847-5672-9098.3

Main Document

bankruptcy law, such filings or recordations shall be deemed to have occurred at the time of, and on the date of entry of the order authorizing this Agreement, and, pursuant to 11 U.S.C. § 362(d), the automatic stay shall be deemed vacated and modified to the extent necessary to permit such filings or recordations.

- 16. Debtors acknowledge and affirm that their respective Franchise Agreements are general intangibles, subject to BMW FS' lien and that all such Franchise Agreements are in full force and effect, provided, however that there is a pending termination procedure regarding LRJ Anaheim's Franchise Agreements.
- 17. The claims, liens, rights and priorities, conferred upon BMW FS hereunder or otherwise acknowledged, recognized or validated under the terms hereof, shall survive dismissal or conversion of these proceedings, whether under 11 U.S.C. § 1112 or otherwise. Further, if any or all of the provisions of this Agreement are hereafter modified, vacated, or stayed, such action shall not affect the validity of any obligation, indebtedness, or liability incurred by Debtors to BMW FS, or the validity and enforceability or any claim, security interest, liens or priority, authorized, created, acknowledged, recognized, or validated hereby, and BMW FS shall remain entitled to all rights and remedies provided for herein.
- 18. Subject to the terms hereof, the claims, liens and priorities of and granted to BMW FS, and/or the obligations of the Debtors to BMW FS, recognized, validated, ratified, or confirmed under the terms hereof, shall not be discharged or affected in any manner by the entry of an order confirming a plan of reorganization in these proceedings, and, pursuant to 11 U.S.C. § 1141(d)(4), Debtors hereby expressly waive such discharge.
- 19. Upon BMW FS' request, the Debtors will allow BMW FS to conduct physical audits and/or inspections of their respective business premises and of their books and records of 4847-5672-9098.3 15

account and any documents related to the same, at reasonable times and as provided hereinabove, Debtors shall allow BMW FS personnel to be present at or on such premises at all times and allow BMW FS personnel full access to all dealership computers, books and records, including, but not limited to, all reports of sale books, cash entry journals, deal jackets, and all banking records. Moreover, Debtors shall provide BMW FS at the close of business each day a report detailing all vehicles sold, date sold, price, proceeds to BMW FS and funding status. This report shall be in Excel spreadsheet form and delivered to such persons as BMW FS may direct. BMW FS' personnel shall not unreasonably interfere with or interrupt the Debtors' business operations or its employees

- Debtor agrees to hereby forever and unconditionally waive, release, acquit, and discharge BMW FS, its respective officers, directors, employees, agents, attorneys, predecessors, successors, subsidiaries and affiliates (and all officers, directors, employees, agents and attorneys of such predecessors, successors, subsidiaries and affiliates) (collectively "Releasees"), from and against any and all claims, demands, claims for relief, causes of action, costs, losses, debts, liabilities, damages and obligations, of whatever kind or character, whether accrued or unaccrued, known or unknown, which are now existing, which the Debtor may own or hold, or claim to own or hold, or at anytime heretofore may have owned or held, or claimed to have owned or held, against the Releasees, or any of them, arising from, out of, or relating to, the Loan Agreements and/or this Agreement, other than potential Avoidance Actions.
- 21. Except as specifically provided herein, neither BMW FS nor either Debtor waive any rights that any of them may have under the Loan Agreements or the Bankruptcy Code. In consenting to the use of Cash Collateral hereunder, BMW FS reserves its right to later assert that, 4847-5672-9098.3

notwithstanding the terms and provisions of this Agreement, its interest in Debtors' property lacks, or at any time lacked, adequate protection within the meaning of 11 U.S.C. §§ 362 and 363, and nothing contained herein shall be deemed to be or be construed as a finding that adequate protection is necessary to protect the interests of BMW FS.

- Debtors shall provide BMW FS with copies of all financial and operating reports provided to the U.S. Trustee, as and when said reports are provided to the U.S. Trustee. Debtors shall also provide BMW FS with all regular and interim financial statements and reports prepared in the ordinary course of Debtors' businesses. Each Debtor will provide a copy of its 2010 Federal tax return to BMW FS when filed.
- 23. The Debtors shall be allowed to utilize up to two (2) motor vehicles as "demonstrators" (the "Permitted Demos") in an aggregate retail value not to exceed \$400,000 and shall immediately take possession of all motor vehicles other than Permitted Demos currently being used as "demonstrators" and will not use any motor vehicles other than Permitted Demos as demonstrators in the future except for test drives by retail customers. The Debtors shall at all times keep and maintain their entire vehicle inventory on their respective dealership premises located at 5425 E La Palma Ave, Anaheim, CA and 10861 183<sup>rd</sup> St., Cerritos, CA.
- 24. Subject to the agreement of BMW FS to subsequent budgets and in the absence of independent default by Debtors under this Agreement, this Agreement and the order authorizing same shall remain in effect through and including January 17, 2012, at which time it shall expire, unless the Debtors have filed with the Court a motion to approve a sale of the Debtors or the Debtors' assets, or a plan of reorganization/liquidation providing for the same, in which case this Stipulation shall be extended through and including the date set by the Court for hearing of such motion, or confirmation of such plan, unless otherwise extended by agreement of the Parties.

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Notwithstanding the foregoing, if the Parties so desire, this Agreement and the order approving same may be extended for additional mutually agreed-upon periods of time without further Order of the Court, providing any such extensions are contained in a written instrument executed by each of the Debtors, the Guarantors and BMW FS.

- 25. Except with respect to the adequate protection granted, the releases and waivers in favor of BMW FS and the *prima facie* determinations applicable in any successor case filed by Debtors, or in the event of the termination or expiration of this Agreement, BMW FS shall have no further obligations to the Debtors or any successor in interest to the Debtors. In addition, subject to the rights conferred upon BMW FS hereunder, this Agreement shall terminate if either of the Debtors' businesses are closed or any of the Debtors' Franchise Agreements are terminated on a final basis.
- 26. For so long as this Agreement is in effect and BMW FS is not in breach of its obligations hereunder, Debtors will not attempt to prime the existing liens in favor of BMW FS or those granted to BMW FS under this Agreement.
- 27. Nothing in this Agreement, or the acts of the parties, shall be deemed or construed as in any way creating a relationship, including without limitation, agency, partnership, joint venture, or any other similar relationship between BMW FS and Debtors other than as a debtor and creditor. Neither Debtor is an agent, partner or representative of BMW FS and BMW FS is not an agent, partner, representative of Debtors and nothing in this Agreement or any of the documents that may be contemplated to be executed in connection with this Agreement shall be construed under any circumstances to render BMW FS liable for goods delivered or services provided by Debtors or debts or claims accruing against Debtors.

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- 28. No failure on the part of BMW FS to exercise, and no delay in exercising, any right granted hereunder or in any of the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other exercise thereof or the exercise of any other right. Acceptance of partial payments by BMW FS, if any, shall not constitute a waiver of any rights, nor create within the Debtors any right to claim a waiver of any rights of BMW FS. The remedies hereunder and in the Loan Agreement are cumulative and may be exercised alternatively, simultaneously, successively or in any other manner as BMW FS in its sole discretion shall see fit, and such remedies are not exclusive of any other remedies provided for by applicable law. Nothing in BMW FS' past or current forbearances, if any, shall be deemed to create any additional requirements or obligations on the part of BMW FS to the immediate exercise of any or all of its rights upon the default of the Debtors.
- 29. Each of the Guarantors shall provide BMW FS with current financial statements and 2010 Federal tax returns. Guarantors, jointly and severally, hereby reaffirm to BMW FS their obligation to unconditionally guarantee the prompt and full payment all of Debtors' obligations under the Loan Documents. Guarantors respective guaranties are of payment and not a guaranty of collection.
- 30. All parties will execute all documents necessary to implement the provisions of this Agreement.
- 31. This Agreement may not be amended or modified in any manner unless such amendment or modification in contained in a written instrument executed by the parties.
- 32. This Agreement may be executed in any number of counterparts by the several parties hereto, each of which shall constitute an original, but all together shall constitute but one and the same instrument.

33. All notices, requests or demands required or permitted to be given pursuant to this Agreement shall be in writing and delivered:

#### if to BMW FS to its counsel

Jay Selanders, Esq. Kutak Rock, LLP 1010 Grand, Suite 500 Kansas City, MO 64106 816-502-4617 (phone) 816-960-0041 (facsimile) jay.selanders@kutakrock.com

with copy to

David Bournazian
Cyrus Chen
Kutak Rock, LLP
18201 Von Karman Avenue
Suite 1100
Irvine, CA 92612-1077
949-417-0999 (phone)
949-417-5394 (facsimile)
david.bournazian@kutakrock.com

### if to the Debtor to its counsel:

Martin J. Brill
Todd M. Arnold
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Blvd.
Suite 1700
Los Angeles, CA 90067
310-229-1234 (phone)
310-229-1244 (facsimile)
mjb@lnbyb.com
tma@lnbyb.com

34. BMW FS reserves the right to object to any sale of Debtors' assets on the grounds, *inter alia*, that the proceeds thereof are insufficient to satisfy the Debtors' obligations to BMW FS.

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#### 35. Time is of the essence.

# **Default and Remedies Upon Default**

36. Debtors shall be in default hereunder if either Debtor fails to comply with any of the terms and conditions set forth in this Agreement or the Loan Agreements. Upon any default under this Agreement or the Loan Agreements, BMW FS may immediately cease funding any additional inventory, and shall provide written notice (which may be by email) to Debtors' counsel specifying the event of such default and the relevant Debtor shall have forty-eight (48) hours to cure any such specified default. If the relevant Debtor fails to timely cure any such default, BMW FS shall have the option to exercise any or all of the default remedies provided herein:

# (a) BMW FS On-Premises Auditor/Agent

Upon a Debtor's default and failure to timely cure, (i) BMW FS shall be immediately authorized to install a "keeper" at the relevant Debtor's location, at all times, including without limitation, the relevant Debtor's regular business hours, in order, *inter alia*, to monitor BMW FS' collateral, and to collect and retain any and all proceeds thereof, to the extent permitted by this Agreement and subject to making payments required by the Budget, (ii) Titles and MCO's shall be held in an office on the premises of the relevant Debtor, (iii) only BMW FS will have access to this office and all keys to the office shall remain in the possession of BMW FS, (iv) BMW FS will take all reasonable steps to provide MCO's or titles (as applicable), to new and used vehicles to facilitate the normal operations of the Debtors, (v) at any such time as BMW FS' agents/auditors become aware of, or have reason to believe that a Debtor or its representatives are engaging in activities which may constitute sales out of trust, the agents/auditors may

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exercise their discretion to suspend BMW FS' compliance with the terms of this Agreement and BMW FS consents to the Debtors seeking an emergency hearing before the Bankruptcy Court to determine Debtors' compliance with the terms of this Agreement or the Loan Agreements;

(b) Upon a Debtor's default and failure to timely cure, BMW FS shall be authorized without the need for any order of the Bankruptcy Court to lodge its assignment of receivables with Land Rover and Jaguar.

# **Termination of Agreement**

- 37. In the event of any default hereunder and failure to timely cure, BMW FS may file a Notice of Default with the Bankruptcy Court, and serve the same on Debtors' counsel and the United States Trustee by facsimile or hand delivery. Unless Debtors timely cure any specified default or file an emergency motion contesting BMW FS' Notice of Default within two (2) business days from the date of the filing of such notice, the automatic stay shall be dissolved, and be deemed to be so dissolved and, without the necessity of further order, act, or proceeding under bankruptcy or applicable non-bankruptcy law:
  - (a) Debtors' use of Cash Collateral shall be suspended forthwith;
  - (b) Debtors shall voluntarily, and immediately, assemble and surrender to BMW FS all of their collateral at the Debtors' business premises, and BMW FS shall be authorized and allowed to enter any of the premises of the Debtors to take possession of and remove such collateral, or any part thereof;
  - (c) BMW FS shall otherwise be entitled to exercise its rights and remedies under the Loan Agreements and applicable law, as if this Bankruptcy case had never been filed:

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(d) In any subsequent ba	nkruptcy case that may be filed by either Debtor, the
exercise of the default rights her	eunder by BMW FS shall be deemed prima facie
evidence of BMW FS' entitlement	to immediate relief from stay in any such subsequent
case. The Debtors waive any and a	Il right to object to such immediate relief from stay.
Dated:	TOWNSEND CORPORATION Debtor and Debtor-in-Possession
	By:
Dated:	LRJC, INC. Debtor and Debtor-in-Possession
	Ву:
Dated:	BMW FINANCIAL SERVICES NA, LLC
	By:
ACKNOWLEDGED:	
TOWNSEND AUTOMOTIVE GROUP, L	LC
Ernest Townsend, President	
Ernest Townsend, Individually	Barbara Townsend, Individually
Joshua Townsend, Individually	Lauren Townsend, Individually

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# EXHIBIT "2"

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Total	Emplo	Salari Salari Salari Salari Salari Absei	Vehicle Co: Parts Cost Labor Cost Cost of Sal Sales Staff Delivery Ex Floor Plan Advertising Selling Exp	Recei Sales Busir Sales LRNA Sales	Begir
Total Personnel Expense	Employee Benefits	Salaries - Owner's Salaries - Supervision Salaries - Advisors & Parts Salaries Clerical Salaries - Others Absentee Wages - Prod. Pers. Payroll Taxes	Vehicle Cost of Sales (Purchased/Floored) Parts Cost of Sales (Purchased) Labor Cost of Sales (Sublet/Tech) Cost of Sales - Service Contracts Sales Staff Compensation Delivery Expense Floor Plan Interest Advertising Selling Expenses	Receivables Sales - New & Used Vehicle Business Builder/Incentives Sales - Service & Parts LRNA/Jaguar Warranty Reimbursements Sales Tax/DMV Fees Collected	Land Rover Jaguar Anaheim Hills 2011 Budget  Description  Beginning Cash Balance
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00	79,001	0 31,901 18,900 3,000 15,000 2,700 7,500	423,000 45,540 15,000 2,500 19,200 0 0 0	123,171 450,000 0 94,000 0 28,750	9/17/2011 Week 2
1,500 3,000	7,400 7,400	000000	611,000 49,500 0 3,500 0 1,200 0 9,000	0 650,000 0 104,000 0 28,750	9/24/2011 Week 3
0 875 10,000	62,250	0 23,000 12,750 3,000 15,000 2,500 6,000	611,000 54,750 30,671 2,700 26,400 0 0 0	0 650,000 0 114,000 111,000 28,750	10/1/2011 Week 4 354,143
1,500 3,500 40,000	7,400 139,400	0 55,000 26,000 6,000 30,000 2,000 13,000	2,632,000 219,000 85,686 6,000 36,000 1,200 14,000 10,000 3,003,886	0 2,800,000 325,000 456,000 111,000 115,000	10/8-11/7 Month 2
1,500 3,500 40,000	7,400 141,400	0 56,000 26,000 6,000 30,000 13,000	2,726,000 219,000 85,686 6,000 46,080 1,200 15,000 10,000 3,108,966	0 2,900,000 0 456,000 111,000 115,000	11/8-12/7 Month 3
1,700 3,500 40,000	7,400 158,400	0 58,000 26,000 6,000 30,000 5,000	2,895,200 219,000 85,686 6,000 49,200 1,200 15,000 10,000 3,281,286	3,080,000 0 456,000 111,000 4,390,118	12/8-1/7 Month 4 628,118
6,200 14,375 160,000 7,608	29,600 587,851	223,901 109,650 24,000 120,000 15,200 65,500	10,274,200 806,790 302,729 26,700 176,880 4,800 55,509 39,000 0 11,686,608	10,930,000 325,000 1,774,000 444,000 460,000	Total

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	Main Do	cument	Page	55 of 119	

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Ending Cash:	Total Cash Disbursements:	Total:	Townsend Salaries	Sales Tax/DMV Fees	Debt Service	Utility Security Deposit	Interest Paid	Interest - Loans	Total Expense:	Equipment Rental	Repair/Maintenance - Equipment	Taxes - Other	Insurance - Other	Heat, Light, Power, Water	Insurance - Build/Improvements	Repair & Maintenance Real Estate	Rent	Miscellaneous	Policy Work	Bank & Credit Card Charges	Employee Training	Freight & Express	Telephone	Legal & Audit Expense	Memberships, Sub, & Dues	Contributions	Travel & Entertainment	Outside Servcies	Data Processing Expense	Goodwill Adjustments	Small Tools & Other Expense
327,815	518,573	120,095	0	6,349	26,273	0	15,473	0	10,969	0	0	0	0	0	0	0	4,852	0	1,000	0	0	0	0	0	0	0	0	3,117	0	2,000	0
406,126	617,610	14,217	0 0	0	0	9,025	0	5,192	19,152	0	0	0	0	0	0	0	0	0	1,000	0	1,152	0	0	0	0	0	0	0	0	2,000	0
354,143	834,733	48,388	0 0	48,388	0	0	0	0	104,745	650	800	1,100	5,943	7,000	15,090	2,500	0	1,743	1,000	0	0	2,500	3,100	15,000	28	0	0	2,883	14,000	3,000	4,000
430,947	826,946	17,500	17,500	0	0	0	0	0	21,675	0	0	0	0	0	0	0	0	0	1,000	6,000	500	2,500	0	0	0	0	0	0	0	800	0
692,385	3,545,562	184,948	17,500	115,000	26,273	0,0,0	16,000 4 875	5,300	217,328	700	1,500	1,100	6,000	7,000	16,000	2,500	63,000	1,500	4,000	6,000	1,000	5,000	3,100	15,000	28	0	0	6,000	14,000	9,500	4,000
628,118	3,646,267	180,073	17,500	115,000	26,273	0	16,000	5,300	215,828	700	1,500	1,100	6,000	7,000	16,000	2,500	63,000	1,500	4,000	6,000	1,000	3,500	3,100	15,000	28	0	0	6,000	14,000	9,500	4,000
540,831	3,849,287	180,073	17,500	115,000	26,273	0	16,000	5,300	229,528	700	15,000	1,100	6,000	7,000	16,000	2,500	63,000	1,500	4,000	6,000	1,000	3,500	3,100	15,000	28	0	0	6,000	14,000	9,500	4,000
	13,838,978	745,294	70,000	399,737	105,092	9,025	63,4/3	21,092	819,225	2,750	18,800	4,400	23,943	28,000	63,090	10,000	193,852	6,243	16,000	24,000	4,652	17,000	12,400	60,000	112	0	0	24,000	56,000	36,300	16,000

Case 8:11-bk-22690-RK	Doc 39	Filed 09	/23/11	Entered 09/23/11 17:51:08	Desc
	Main Do	cument	Page	56 of 119	

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Vehicle Maintenance Demo & Co. Vehicle Expense Service Loaner Expense Uniform & Laundry Expense Office Supplies & Expense Small Tools & Other Expense	Payroll Taxes Employee Benefits Total Personnel Expense	Salaries - Supervision Salaries - Advisors & Parts Salaries Clerical Salaries - Others Absentee Wages - Prod. Pers.	Vehicle Cost of Sales (Purchased/Floored) Parts Cost of Sales (Purchased) Labor Cost of Sales (Sublet/Tech Pay) Cost of Sales - Service Contracts Sales Staff Compensation Delivery Expense Floor Plan Interest Advertising Selling Expenses	Receivables  Sales - New & Used Vehicle  Business Builder  Sales - Service & Parts  LRNA/Jaguar Warranty Reimbursements  Sales Tax/DMV Fees Collected  Total Income/Cash	Land Rover Jaguat Cerritos 2011 Budget  Description  Beginning Cash Balance
00000	0 00	0000	375,250 0 0 0 0 0 12,492 0 387,742	0 395,000 0 95,000 0 24,500	9/10/2011 <b>Week 1</b> <b>92,613</b>
0 0 3,750 0 0	5,458 0 50,708	25,000 10,000 1,250 8,000 1,000	375,250 39,900 20,626 0 6,842 0 0	52,000 395,000 0 95,000 0 24,500	9/17/2011 Week 2 56,805
1,263 725 3,750 2,555 1,583 2,950	0 3,600 3,600	00000	375,250 43,260 0 3,000 0 720 0 13,000	0 395,000 0 103,000 0 24,500	9/24/2011 Week 3
0 0 3,750 0 0	5,500 0 46,000	22,000 8,000 1,500 8,000	546,250 43,294 26,948 3,000 12,480 0 0 0	0 575,000 0 102,250 67,341 24,500	10/1/2011 Week 4 55,670
1,400 750 15,000 2,000 1,500 2,500	11,000 3,600 94,600	42,000 18,000 2,500 16,000 1,500	2,185,000 172,920 54,233 6,000 21,600 1,100 15,000 13,000 2,468,853	2,300,000 205,000 340,000 76,000 98,000	10/8-11/7 Month 2 96,114
1,400 750 15,000 2,000 1,500 2,500	11,000 3,600 94,600	42,000 18,000 2,500 16,000 1,500	2,185,000 172,920 54,233 6,000 30,480 1,200 15,000 13,000 2,477,833	2,300,000 0 340,000 76,000 98,000 3,077,089	11/8-12/7 Month 3 263,089
1,400 750 15,000 2,000 1,500 2,500	16,000 3,600 99,600	42,000 18,000 2,500 16,000 1,500	2,185,000 172,920 54,233 6,000 30,000 1,400 15,000 13,000 2,477,553	2,300,000 2,300,000 0 340,000 76,000 98,000	12/8-1/7 Month 4 222,901
5,463 2,975 56,250 8,555 6,083 10,450	48,958 14,400 389,108	173,000 72,000 10,250 64,000 6,500	8,227,000 645,214 210,273 24,000 101,402 4,420 57,492 52,000 0 9,321,801	8,660,000 205,000 1,415,250 295,341 392,000	Total

Ending Cash:	Total Cash Disbursements:	Total:	Lein Payoff (Trade-ins) Townsend Salaries	Debt Service Sales Tax/DMV Fees	Utility Security Deposit	United States Trustee Quarterly Fees	Interest Paid	Total Expense:	Equipment Rental	Repair/Maintenance - Equipment	Taxes - Other	Insurance - Other	Heat, Light, Power, Water	Insurance - Build/Improvements	Repair & Maintenance Real Estate	Rent	Miscellaneous	Policy Work	Bank & Credit Card Charges	Employee Training	Freight & Express	Telephone	Legal & Audit Expense	Memberships, Sub, & Dues	Contributions	Travel & Entertainment	Outside Servcies	Data Processing Expense	Goodwill Adjustments
56,805	550,308	160,191	128,000 0	3,740 895	0	,	27,556 0	2,375	c	0	0	0	0	0	0	0	0	375	0	0	0	0	0	0	0	0	0	0	2 000
114,654	508,651	8,200			8,200	•	00	7,125	c	0	0	0	0	0	0	0	0	375	0	0	1,000	0	0	0	0	0	0	0	2 000
55,670	581,484	50,609		50,609		•	00	92,045	600	1,000	2,174	4,177	7,168	11,310	2,700	23,016	323	375	0	0	750	1,868	10,000	58	0	0	2,500	8,000	3 OOO
96,114	728,647	17,500	17,500	0		•	0 0	33,175	c	0	0	0	0	0	0	22,200	0	375	3,300	1,000	750	0	0	0	0	0	0	0	1 800
263,089	2,852,025	151,115	17,500	3,740 98,000	)	4,875	27,000 0	137,457	600	1,000	2,000	4,177	7,000	11,310	2,700	45,000	320	1,500	3,300	1,000	3,000	1,900	10,000	0	0	0	2,500	8,000	0000
222,901	2,854,188	146,240	17,500	3,740 98,000	)   	•	27,000 0	135,515	600	1,000	2,000	4,177	5,000	11,310	2,700	45,000	320	1,500	3,300	1,000	3,000	1,900	10,000	58	0	0	2,500	8,000	0000
177,951	2,858,950	146,240	17,500	3,740 98,000		•	27,000 0	135,557	600	1,000	2,000	4,177	5,000	11,310	2,700	45,000	320	1,500	3,400	1,000	3,000	1,900	10,000	0	0	0	2,500	8,000	000
	10,934,253	680,095	128,000 70,000	14,960 345,504	8,200	4,875	108,556 0	543,249	2,400	4,000	8,174	16,708	24,168	45,240	10,800	180,216	1,283	6,000	13,300	4,000	11,500	7,568	40,000	116	0	0	10,000	32,000	36 000

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# EXHIBIT "3"

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<sup>1</sup> All Capitalized terms herein have the same meanings as in the Motion.

Upon consideration of the Emergency Motion For Entry Of An Order Approving Stipulation And Agreement For Order Authorizing Use Of Cash Collateral, Continued Discretionary Floor Plan Financing And Providing For Adequate Protection (the "Motion")<sup>1</sup> filed by the Debtors, the Notice of the Motion, the Memorandum of Points and Authorities and declarations in support of the Motion, any oppositions to the Motion, any evidence in support of the foregoing duly admitted into evidence by the Court, the arguments of counsel made at the hearing on the Motion, the record in these cases, and for good cause shown,

# IT IS HEREBY ORDERED, as follows:

- 1. Notice of the Motion was appropriate under the circumstances and complied with the requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, as may have been modified by the Court.
- 2. The Motion is granted and the Stipulation is approved on an interim basis pending a final hearing, which shall be held on \_\_\_\_\_\_\_, 2011, at \_\_\_\_\_\_.m., at the above-referenced location (the "Final Hearing").
- 3. The Debtors are hereby authorized to use cash collateral and to pay the expenses set forth in the Budgets on an interim basis pending a Final Hearing.
- 4. The Debtors are hereby authorized to obtain postpetition financing from BMW FS in accordance with the terms of the Stipulation on an interim basis pending a Final Hearing.
- 5. Any further oppositions to the Motion must be filed with the Court and served on the United States Trustee, parties requesting special notice, the 20 largest general unsecured creditors and counsel to the Debtors so that it is received by no later than \_\_\_\_\_\_\_, 2011, at \_\_\_\_\_\_.m. PDT.
- 6. Any replies to further oppositions to the Motion must be filed with the Court, with a conformed copy delivered to chambers and a copy served on the United States Trustee, parties

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1	
	requesting special notice, and counsel to the objecting party so that any such reply is received by the
2	foregoing parties by no later than, 2011, at:m. (Pacific).
3	IT IS SO ORDERED.
4	
5	Dated: THE HONORABLE ROBERT KWAN
6	UNITED STATES BANKRUPTCY JUDGE
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# EXHIBIT "4"





#### SECRETARY OF STATE STATE OF CALIFORNIA

#### Search Certificate

SEARCH REQUESTED ON:

06/28/2011

Organization Debtor: TOWNSEND CORPORATION

Address: NOT SPECIFIED

Date Range From: NOT SPECIFIED

Search: ALL

05-70313459

\* Indicates Filings that have been accepted after the Certification Date.

Original Filling #	Filing Type	File Date	File Time	Lapse Date	# of Pages
00-20261121	Financing Statement	07/19/2000	11:27	07/19/2015	3
Debtor:					
Organization:	ANAHEIM HILLS				
	5425 E LA PALMA AVE, A	NAHEIM CA US	SA, 92807		
	TOWNSEND CORPORAT	ION			
	5425 E LA PALMA AVE, A	NAHEIM CA US	3A, 92807		
	TOWNSEND CORPORAT	ION			
	5425 E LA PALMA AVE, A	NAHEIM CA US	SA, 92807		
	TOWNSEND COPORATIO	ON			
Secured Party:	5425 E LA PALMA AVE, A	NAHEIM CA US	SA, 92807		
Organization:	BMW FINANCIAL SERVICE	ES NA, LLC			
	5515 PARKCENTER CR,	DUBLIN OH US	<b>A, 43</b> 017 (	3535	
	BMW FINANCIAL SERVICE	CES NA, LLC			
	5550 BRITTON PARKWA	Y, HILLARD OH	USA, 430	16	
Amendment	p=11) = 9=	-u .			
Filing #	Filing Type	File Date	File Time		# of Pages
01-106C0414	Amendment	04/12/2001	11:4 <del>6</del>		1
05-70313453	Continuation	06/21/2005	07:40		1

06/21/2005

07:45

Document Number: 29455170003 Page 1 of 4

**Amendment** 

Cor	ntinue	
V	INLINE	

05-70333498	Amendment	07/07/2005	08:53		1
06-70787030	Amendment	07/20/2006	17:00		1
10-72355206	Amendment	06/19/2010	11:15		1
10-72355211	Continuation	06/19/2010	16:15		1
Original Filling #	Filing Type	File Date F	le Time	Lapse Date	# of Pages
02-19060588	State Tax Llen	07/08/2002	17:00	07/08/2012	1

Debtor:

Individual:

TOWNSEND WILLIAM K.

611 CLOVIS AVE, CLOVIS CA USA, 93612 1904

Organization:

THE TOWNSEND CO.

611 CLOVIS AVE, CLOVIS CA USA, 93612 1904

Secured Party:

Organization:

**EMPLOYMENT DEVELOPMENT DEPARTMENT** 

PO BOX 826880, SACRAMENTO CA USA, 94280 0001

Original Filing #	Filing Type	File Date	File Time	Lapse Date	# of Pages
06-7096831939	Financing Statement	12/28/2006	14:14	12/28/2011	1

Debtor:

Organization:

TOWNSEND CORPORATION

5425 EAST LA PALMA AVENUE, ANAHEIM CA USA, 92807

Secured Party:

Organization:

ADP COMMERCIAL LEASING, LLC

15 WATERVIEW BLVD MS # 934, PARSIPPANY NJ USA, 07054

Original Filing # Filing Type File Date File Time Lapse Date # of Pages
07-7104695988 Financing Statement 03/02/2007 06:22 03/02/2012 1

Debtor:

Organization:

TOWNSEND CORPORATION

10861 183RD ST, CERRITOS CA USA, 90703

Secured Party:

Organization:

ADP COMMERCIAL LEASING, LLC

15 WATERVIEW BLVD MS # 934, PARSIPPANY NJ USA, 07054

Document Number: 29455170003 Page 2 of 4

Continue

Original Filing # Filing Type File Date File Time Lapse Date # of Pages

07-7135756596 Federal Tax Lien 11/01/2007 17:00 12/01/2017 1

Debtor:

Organization: TOWNSEND COMPANY INC , A CORPORATION

17527 CORINTHIAN DR, ENCINO CA USA, 91316 3810

Secured Party:

Organization: IRS/OHIO

P.O. BOX 145595, CINCINNATI OH US, 45250 5595

Original Filing # Filing Type File Date File Time Lapse Date # of Pages

08-7157694885 Financing Statement 05/09/2008 11:26 05/09/2013 3

Debtor:

Organization: TOWNSEND ASSOCIATES, LLC

580 SECOND STREET, SUITE 260, OAKLAND CA USA, 94607

Secured Party:

Organization: STERLING SAVINGS BANK

5005 SW MEADOWS ROAD, SUITE 400, LAKE OSWEGO OR USA,

1

97035

Original Filing # Filing Type File Date File Time Lapse Date # of Pages

09-7185963856 Financing Statement 01/28/2009 12:10 01/28/2014

Debtor:

Organization: TOWNSEND CORPORATION

5425 EAST LA PALMA AVE, ANAHEIM HILLS CA USA, 92807

Secured Party:

Organization: FORD MOTOR COMPANY

1555 FAIRLANE DR SUITE 200, ALLEN PARK MI USA, 48101

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	Total Pages:	18
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Continue		

The undersigned Filing Officer hereby certifies that the above listing is a record of all presently active financing statements, tax liens, attachment liens and judgement liens, including any change documents relating to them, which name the above debtor, subject to any above-stated search qualifiers and are on file in my office as of 06/19/2011 at 1700 hours.

The search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities, or addresses, separate searches of these names will have to be requested and conducted. The Secretary of State, his officers and agents disclaim any and all liability for claims resulting from other filings on which the name of the Debtor can be found in any other form than which was requested.

Debra Bowen Secretary of State

Jeter Bowen

Document Number: 29455170003 Page 4 of 4

This FINANCING STATEMENT is presented for filing and very of five years from the date of filing pursuant to section 9	vill remain effective with cer 403 of the California Uniform	tain exceptions for Commercial Code	a period
i, Destor Cast Name From Head Individually Townsend-Vost Corporation (;" -"		1A. BOOKAL BECUN	TY OR PEDERAL TAX NO.
SA WAILING ADDRESS 5425 Rapt La Palma Avenue	10. CITY, STATE ANAHBIM, CA	····	10. ZIP CODE 92807
2. ADDITIONAL DESTOR (IFANY) (LAST HAME FIRST—IF AN INDIVIOUAL)		2A. SOCIAL SECUR	TY OR PROBRAL TAX NO.
2E. MAHJING ADDRESS	2G. CITY, STATE	<u></u>	2D. ZIP CODE
s. Desitor's trade names or styles (Fany) dda Adradoin Hills		SA, PEDERAL TAX	PERMUN
4. SECURED PARTY WANTEDMW FINANCIAL SERVICES NA, LLC MANUS ADDRESS 5515 PARKCENTER CIRCLE STANDARD TO THE STANDARD SERVICES NA LLC MANUS ADDRESS 5515 PARKCENTER CIRCLE STANDARD TO THE STANDARD SERVICES NA LLC MANUS ADDRESS NA LLC MANUS ADDR	JPCODEGO A	AA. BOCIAL SECURITY OR BASH TOMES	(NO., NEDERAL TAX NO. TARID A.R.A. NO.
s. Assignment of Security (IF Any)  Make  Makuko adoress		SA, BOCIAL BEQUET OR BANK TRAKE	'no, federal tax no. Tand a.s.a. no.
CTY	ZIPCODE		
5. This FINANCING STATEMENT covers the following types or located and owner of record when required by instruction 4)	Items of property(include d	escription of real p	property on which

PLEASE SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR THE COLLATERAL DESCRIPTION.

	(3) [4)
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TYPE OR PRINT NAMES) OF BECURED PARTY(ES)  1. Return copy to:  NAME LEXIS Document Services ADDRESS 1029 J Street OITY Suite 100  STATE Sacramento, CA 95814  ZP CODE  (1) FILING OFFICER COPY  FORM UCC.1. Approved by the Secretary of State	FILED SACRAMENTO, CA JUL 19, 2960 AT 1127 BILL JONES SECRETARY OF STATE

Additional Debtor Information Debtor 1 Townsend-Vass Corporation dba anaheim Hills 5425 Rast La Palma Avenue ANAHEIM, CA 92807

Signatura:

Townsend-Vass Corporation dba anaheim Hills

Additional Secured Party Information Secured Party 1 BMN FINANCIAL SERVICES NA, LLC 5515 PARKCENTER CIRCLE DUBLIN, OR

# **EXHIBIT A**

To: UCC-1 Financing Statement filed with California Secretary of State

Debtor:

TOWNSEND-VASS CORP. dba Anaheim Hills 5425 East La Palma Avenue Anaheim, CA 92807 Secured Party:

BMW FINANCIAL SERVICES NA, LLC 5515 Parkoenter Circle Dublin, OH

This financing statement covers the following types (or items) of property:

All vehicle inventory, parts and accessories inventory, equipment, fixtures, accounts, holdback reserves, manufacturer rebates and incentive payments, general intangibles of the Debtor now owned and hereafter acquired, wherever located; all accessions to, substitutions for and all replacements of any of the foregoing; all chattel paper, documents, instruments, monies, residues and property of any kind related to any of the foregoing; all books and records of Debtor related to any of the foregoing, including without limitation, computer programs, print-outs, and other computer hardware and software materials and records pertaining to any of the foregoing; together with all proceeds and products of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing.

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#### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Nums and Address) UCC DIRECT SERVICES DOCUMENT NUMBER: 4062640002 2727 ALLEN PARKWAY FILING NUMBER: 05-70313453 FILING DATE: 6/21/2005 7:40:35 AM HOUSTON, TX 77019 MAGE GENERATED ELECTRONICALLY FOR XML FILING NEU THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY a. INITIAL FINANCING STATEMENT FILE Ib....This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. 00-20261121 2. ....TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Tenningtion, 3. IV. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable taw. 4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9. , AMENDMENT (PARTY INFORMATION): This Amendment affects ... Debtor of ... Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in items 5 and/or 7. 武 CHANGE name and/or address: Give current record name in Item 6; 🗂 DELETE name; Give record name to 🧮 ADD name; Complete item 7a or 7b, also give new name end/or new address in Item 7. be deleted in item 6a or 6b. and also item 7c 6. CURRENT RECORD INFORMATION CH. ORGANIZATION'S NAME OR OG. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX T. CHANGED (NEW) OR ADDED INFORMATION: 7e. Organization's name OЯ 76. INDIVIDUAL'S LAST NAME IRST NAME MIDDLE NAME SUFFIX 7c. MAILING ADDRESS POSTAL CODE 77. JUNISDICTION OF 75. ORGANIZATIONAL ID#, IF ORGANIZATION 76. TYPE OF ORGANIZATION 7d. SEE INSTRUCTIONS ADD'L DEBTOR NFO NONE B. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ....deteted or .....addled, or give entire ....restated collateral description, or describe pollateral ....assigned. B. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, it this is an Assignment). It this is an Amendment authorized by Debtor Which ackis colleteral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here 🗔 and enter name of DEBTOR authorizing this amendment, A. ORGANIZATION'S NAME BMW FINANCIAL SERVICES NA. LLC O Pr UFFIX MIDDLE NAME b. INDIVIDUAL'S LAST NAME IRST NAME

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10. OPTIONAL FILER REFERENCE DATA

#### UCC FINANCING STATEMENT AMENDMENT

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# UCC FINANCING STATEMENT AMENDMENT

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Page 77 of 119

Recording Requested By State of California Employment Development Department

(916) 227-1705

When recorded mall to:

STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT DEPARTMENT CENTRAL COLLECTION DIVISION, MIC 92 P.O. BOX 826680 SACRAMENTO, CALIFORNIA

0219060588





SACRAMENTO, CA 08, 2002 AT 1700 BILL JONES SECRETARY OF STATE

NOTICE OF STATE TAX LIEN
(Filed pursuant to Section 7171 of the Government Code)

WILLIAM R. TOWNSEND THE TOWNSEND CO.

611 CLOVIS AVE CLOVIS

Account No. 433	9142 4	SEC OF STATE	Certificate No.	N N
TAX PERIOD	TAX	PENALTY	INTEREST	TOTAL
01/01/99 THRU 12/31/00	801.48	645.74	176.34	1,623.56

Interest calculated through

06/26/02

The Director of the Employment Development Department hereby certifies the above is liable to the State of California for amounts due and required to be paid as determined under the provisions with Unemployment Insurance Code, the Revenue and Texation Code, or both.

THE AMOUNT OF DELINQUENCY ABOVE SET FORTH SHALL BE A LIEN UPON ALL REAL OR PERSONAL PROPERTY AND RIGHTS TO SUCH PROPERTY, INCLUDING ALL AFTER-ACQUIRED PROPERTY AND RIGHTS TO PROPERTY BELONGING TO THE ABOVE NAMED.

06/26/02

Al Secremento, Celfornia

Date .

The Director of the Employment Development Department has complied with all provisions of the Unemployment Insurance Gode in the computation and levy of the amount assessed and has caused this notice of lien to be issued by

Authorized Representative /
This agency has adopted the use of a facstraile algenture as efficied above.

DE 2181 Rev. 14 (2-01) State of California / Employment Development Department

CU-PARE

FOLLOW INSTRUCTIONS (from and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional)							
B. SEND ACKNOWLEDGMENT TO: (Name and Address UCC DIRECT SERVICES 2727 ALLEN PARKWAY HOUSTON, TX 77019 USA		PILIN FILIN IMAG THE	ABOVE SPA	06-70966 28/2006 1 PED ELEC CE IS FO	131939 14:14 ETRONICALLY F R CA FILING OF		
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								NONE
3. Secured Party's Name (or Name of Total Assignee	eea to	(QNOR S/P) - Inc	ert only	one secured	perty nan	ne (3a or 3b)		
DE. ORGANIZATION'S NAME								
OR SD. INDIVIDUAL'S LASY NAME		FIRST NAME		MIDDLE NA	THE .		SUFF	7X
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30. MAILING ADDRÉSS		CITY	77,	STATE	POSTAL	CODE		NTRY
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4. This FINANCING STATEMENT covers the following collected the property of the property of the following collected and all related a	ATTACI							
5. ALT DESIGNATION: LESSEE/LESSOR CONSIGNEE/	CONSIG							FILING
ind. This FINANCING STATEMENT is to be filed [for record] recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	(or	7. Check to (ADDITION				(3) on Deblor(s btors Debto		Debtor 2
8. Optional filer reperence data								
CA-0-23986016-47170								

FILING OFFICE COPY

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE PO BOX 145585, STOP 84200 CINCINNATI, OH 07~7135756596 11/01/2007 17:00



FILED



For Optional Use by Recording Office

Form 668 (Y)(c)

4667 Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

(Rev. February 2004)

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7

Lien Unit Phone: (800) 913-6050

Serial Number

As provided by section 6321, 6322, and 6323 of the internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named texpeyer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lieu in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may actrue.

Name of Taxpayer TOWNSEND COMPANY INC , a Corporation

Residence

17527 CORINTHIAN DR ENCINO, CA

IMPORTANT RELEASE INFORMATION: For each essessment listed below, unless notice of the lien is refiled by the date

Kind of Tax (a)	Tax Period Ending (b)	identifying Namber (c)	Date of Assessment (d)	Last Day for Refling (e)	timpaid Balance of Assessment (f)
1120 1120 1120	03/31/1995 03/31/1995 03/31/1997		12/15/1995 04/12/1999 03/01/1999	N/A 05/12/2009 03/31/2009	145204.89 4894.67

Place of Filing

SECRETARY OF STATE SACRAMENTO, CA 94235 Total

150099.56

This notice was prepared and signed at 23rd day of October the

LOS ANGELES, CA 2007.

, on this.

Signature

for M. MIA

Metchell

This REVENUE OFFICER (818) 756-4575

27-03-2422

(NOTE: Cartificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tex lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 658(Y)(c) (Rov. 2-2004) CAT. NO 80025X

JCC FINANCING	STATEME	NT	Ø8-7 05/09/		94885 11:26	
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8. I THE FINANCING STATEMENT IS TO BE SHEET!	Promise (or recorded) in the Park.	HOW IS PERSON FOR THE THE PERSON	of Deblar(s)	Dobace S Carbon

Townsend Associates, LLC -#4342

PILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCCI) (REV. 07/28/98)

See Exhibit A attached hereto and incorporated by this reference.

#### EXHIBIT "A"

All buildings, structures, appurtenances, improvements, equipment, machinery, fixtures, goods, accounts, general intangibles, documents, instruments and chattel paper, and all other personal property of every kind and description, whether now existing or hereafter acquired, now or at any time hereafter attached to, erected upon, situated in or upon, forming a part of, appurtenant to, used or useful in the construction or operation of or in connection with, or arising from the use or enjoyment of all or any portion of, or from any lease or agreement pertaining to, the real property located in the County of San Francisco, State of California, as hereinafter more particularly described, including without limitation:

- (A) All of the income, rents, royalties, issues, profits, revenue and other benefits of any and all of such real property;
- (B) All of the estate, interest or other claim or demand in and to such real property, including without limitation all deposits made with or other security given to utility companies by Debtor with respect to such real property and the improvements thereon, and all advance payments of insurance premiums made by Debtor with respect thereto and all claims or demands with respect to insurance;
- (C) All furniture and furnishings, buildings, service equipment, building materials, supplies, machinery, boilers, equipment (including without limitation, all for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the removal of dust, refuse or garbago), partitions, appliances, ranges, refrigerators, cabinets, laundry equipment, radios, televisions, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other floor coverings, lobby furnishings, games and recreational and swimming pool equipment and incinerators, all vehicles and accessories, tools, jettings and parts and all other personal property of every kind and description;
- (D) All proceeds and claims arising on account of any damage to or taking of such real property or any improvements thereon or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of such real property or any improvements;
- (E) All substitutions, accessions, additions and replacements to any of the foregoing; and
- (F) All proceeds of any of the foregoing, including without limitation, proceeds of any voluntary or involuntary disposition or claim representing any part thereof (pursuant to judgment, condemnation award or otherwise) and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust from Debtor to Secured Party encumbering such real property

with respect to any property described therein which is real property or which the parties have agreed to treat as real property. The hereby-stated intention of Debtor and Secured Party is that everything used in connection with the production of income from such real property or adapted for use therein is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as, real property and part of the real property encumbered by such Doed of Trust, irrespective of whether or not the same is physically attached to the improvements thereon. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by such Doed of Trust or the priority of the Secured Party as determined by such Deed of Trust or the priority of the Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in such Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the United States Government and any agencies thereof, be filed in the office wherein this financing statement is filed.

The real property referred to above is located in the County of San Francisco, State of California, and is specifically described as follows, including all appurtenances and all buildings, structures, improvements and fixtures now or in the future located on such real property:

The land situated in the County of San Francisco, City of San Francisco, State of California, described as follows:

#### Parcel I:

Beginning at the point of intersection of the Southwesterly line of 5th Street and the Southeasterly line of Bluxome Street; running thence Southeasterly along the said line of 5th Street 130 feet; thence at a right angle Southwesterly 100 feet, thence at a right angle Northwesterly 130 feet to the Southeasterly line of Bluxome Street; thence at a right angle Northeasterly along the said line of Bluxome Street 100 feet to the point of beginning.

Being a part of 100 Vara Block No. 386.

APN: Lot 002; Block 3785

#### Parcel II:

Beginning at the point of intersection of the Northwesterly line of Townsend Street and the Southwesterly line of 5th Street; and running thence Southwesterly along said line of Townsend Street 100 feet; thence at a right angle Northwesterly 120 feet; thence at a right angle Northeasterly 100 feet to the Southwesterly line of 5th Street; and thence at a right angle Southeasterly along said line of 5th Street 120 feet to the point of beginning.

Being a part of 100 Vara Block No. 386.

APN: Lot 003; Block 3785

UCC FINANCING STATEMENT								
FOLLOW INSTRUCTIONS (front and back) CAREFULLY			_					
A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company								
Corporation Service Company			_					
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 2730 Gateway Oaks Drive, Suite 100				taneare altill	<b>IDEO</b> 100			
Corporation Service Company				JMENT NUH G NUMBER:				
2730 Gateway Caks Drive, Suite 100 Sacramento, CA 95833				G DATE: 01				
USA						TRONICALLY		
1. DESTOR'S EXACT FULL LEGAL NAME - insert only one debtor			THE	ABOVE SPA	CEISTO	R CA FILING (	DIFICE	USE ONLY
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OR TO WASHID CORPORATION	PARST N	AME			MODLE	NAME		SUFFIX
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4. This FINANCING STATEMENT covers the following collateral:								
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Attach Addendum [if app)[cable]								

PILING OFFICE COPY

Case 8:11-bk-22690-RK Doc 39 Filed 09/23/11 Entered 09/23/11 17:51:08 Desc Main Document Page 85 of 119

# **EXHIBIT "5"**

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OW INSTRUCTIONS		ADDITIONAL PARTY PAREFULLY				
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196. INDIVIOUAL'S LAST N		FIRST NAME	MICOLE NAME, SUFFIX			
IECELLANEOUS:			ļ			
			THE	ABOVE SPACE	S FOR FILING OPEN	E USE ONLY
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214 ORGANIZATION'S NA I AND DOVE		D CEDDITAS				
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MALING ADDRESS			CITY		POSTAL CODE	COUNTRY
861 183RD ST		216, TYPE OF ORGANIZATION	Cerritos 211, JURISDICTION OF ORGANIZATION	CA (21a OP)	90703 BANIZATIONAL ID 4. 11	USA
	ORGANIZATION	TRADE NAME	CA	12.00	SAME TO W. II	
PORTIONAL DEBTO		TICADE MARIE				- A INC
	R'S EXACT FULL	LEGAL NAME . Inset only one I	same (22s or 22b) - do not abbreviate or com	bine names		_
229. ORGANIZATION'S N	R'S EXACT FULL AME	LEGAL NAME - Incert only gos 1	same (22s or 22b) - do not abbreviate or com	bine names		
229. ORGANIZATION'S NA LANDROVE	R JAGUA	LEGAL NAME - Incent only one of R ANAHEIM HIL	LS			
220. ORGANIZATION'S NA LANDROVE	R JAGUA			MIDDLE	NAME	SUFFIX
228. ORGANIZATION'S NJ LANDROVE 226. INDIVIDUAL'S LAST	R JAGUA		LS FIRST NAME	MIDDLE		
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223. ORGANIZATION'S N.  LANDROVE 223. INOVIOUAL'S LASTI MALING ADDRESS 25 E. LA PAL	AME IR JAGUA NAME  MA AVEITADOUNFORE	R ANAHEIM HIL	LS FIRST NAME	STATE CA		COUNTRY
220. ORGANIZATION'S NJ  LANDROVE 220. INDIVIDUAL'S LASTI MALING ADDRESS 25 E. LA PAL	AME IR JAGUA NAME  LMA AVEI	R ANAHEIM HIL	LS FIRST NAME  CITY  Anaheim	STATE CA	92807	COUNTRY
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22. ORGANIZATIONS N.  LANDROVE 22. INOVIDUAL'S LAST  MALING ADDRESS 25 E. LA PAI SERMISTAUGTONS  ADDITIONAL DEBTO 23. ORGANIZATIONS N  NEWPORT	AME A JAGUA NAME  LMA AVEN ADOLINFO RE ORGANIZATION DEBTOR R'S EXACT FULL AME AUTO CE!	R ANAHEIM HIL  NUE  220. TYPE OF CRGANIZATION  TRADE NAME  LEGAL NAME - invest only god	LS FIRST NAME CITY Anahelm 221. JURISDICTION OF ORGANIZATION CA	STATE CA 22g. OR	POSTAL CODE  92807  BANIZATIONAL ID 8, IF A	COUNTRY
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225. ORGANIZATION'S NJ LANDROVE 226. INDIVIDUAL'S LAST MALING ADDRESS 2.5 E. LA PAI SPERMSTRUCTIONS ADDITIONAL DEBTO 236. ORGANIZATION'S N NEWPORT 246. INDIVIDUAL'S LAST MAILING ADDRESS 1.5 E. PACIFIC SPERMSTRUCTIONS ADDITIONAL SECUR 246. ORGANIZATION'S N 246. INDIVIDUAL'S LAST MAILING ADDRESS ADDITIONAL SECUR 256. ORGANIZATION'S N ADDITIONAL SECUR 256. ORGANIZATION'S N ADDITIONAL SECUR 256. ORGANIZATION'S N	AME  AND AVER  ADD'L INFO RE ORGANIZATION DEBTOR R'S EXACT FULL  AME  AUTO CET NAME  C COAST I  ADD'L INFO RE ORGANIZATION	R ANAHEIM HIL  NUE  1220, TYPE OF CREANIZATION  TRADE NAME  LEGAL NAME - invest only goal  NTER  HWY  1230, TYPE OF ORGANIZATION  TRADE NAME  AME (or Name of TOTAL ASSIGNE	CITY Anahelm  221. JURISDICTION OF ORGANIZATION CA  TENST NAME  CITY Newport Beach 231. JURISDICTION OF ORGANIZATION CA  231. JURISDICTION OF ORGANIZATION CA  E) - insert only goe name (24s or 24b)  FIRST NAME  CITY   MIDOLE STATE CA 22g. ORI  MIDOLE STATE CA 23g. OR	POSTAL CODE  92807  SANIZATIONAL ID R. II A  NAME  POSTAL CODE  92660  GANIZATIONAL ID R. II A	COUNTRY USA SUFFIX COUNTRY USA SUFFIX COUNTRY	

MALLE OF BRIDE DE	S (front and back)					
19s. ORGANIZATION'S		ON RELATED FINANCING STA	ATEMENT			
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196, INDIVIDUAL'S LAS	NAME	FIRST NAME	MIDDLE NAME, BUFFIX			
MISCELLANEOUS:						
				THE ABOVE SPACE	E IS FOR FILING OFF	CE USE ONLY
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PRECISIO		TTIVE				
216, INDMOUNTS TA		/114E	FIRST NAME	MIDOL	ENAME	SUFFIX
MALING ADDRESS			div	STATE		COUNTRY
296 W. MAN		AVE.	Los Angeles 21/, JURISDICTION OF ORGANI	ZATION 216. C	90045	USA
	ORGANIZATION DEBTOR	TRADE NAME	CA	1	•	NON
	OR'S EXACT FUL	L LEGAL NAME - Insert only one		a or combine names		
224. ORGANIZATIONS						
SIMI VALI	EY CHRY	SLER JEEP DODO	FRSTNAME	MIDD	LE NAME	SUFFIX
226. NOTTIONES IN	31 HAVE		FROITEME	, mass	CL Trime	1331111
C. MAILING ADDRESS	_ <del></del>		CITY	STATI	E POSTAL CODE	COUNTRY
350 FIRST S	TREET		Simi Valley	CA		USA
d. SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION	22. TYPE OF ORGANIZATION	224, JURISDICTION OF ORGANI	ZATION 22s. C	ORGANIZATIONAL ID #, H	· —
ADDITIONAL DESIGNATION	DESTOR	TRADE NAME	CA			<b>√</b> NON
23s, ORGANIZATIONS		LLEGAL NAME - insert only one	heme (236 of 238) - do not appreye	e or complife values		
SOUTH BA	Y AUTO C	ENTER				
236. NOIVIDUAL'S LA	ST NAME	- M	FIRST NAME	MIDO	LE NAME	SUFFIX
			CITY	STAT	E POSTAL CODE	COUNTRY
L MAN BIO ADDOPOS	SIA BLVD		LONG BEACH	CA		USA
	ADD'L INFO RE	294. TYPE OF ORGANIZATION	231. JURISDICTION OF ORGAN		ORGANIZATIONAL ID #, if	
030 E ARTE	ORGANIZATION	TRADE NAME	CA			NO
030 E ARTE	DESTOR	MANAGE ALL AND A STORE A ANGELONE	EE) - insert only phe hame (24s or 2	4b)		
030 E ARTE	JRED PARTY'S	NAME (or Name or TOTAL ASSIGN	· · · · · · · · · · · · · · · · · · ·			
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4. ADDITIONAL SECTIONS 245. ORGANIZATION R 246. INDIVIDUAL'S LA	DESTOR  JRED PARTY'S I	INAME (IF NAME OF LOT AL ASSIGN	FIRST NAME		LE NAME	COUNTRY
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0.30 E ARTE  d. SECULATIONS  A ADDITIONAL SECULATION  245. ORGANIZATION  R. 245. INDIVIDUAL'S LA  LC. MAILING ADDRESS  5. ADDITIONAL SECULATION  R. 255. ORGANIZATION	DESTOR  JRED PARTY'S IS  ST NAME  ST NAME  JRED PARTY'S IS  S NAME		CITY  EE) · Insert only <u>one</u> name (25s or 2	STA1	E  POSTAL COD€	COUNTRY
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NAME OF FIRST DE	BTOR (1a or 1h)	ON RELATED FINANCING STA	TEMENT			
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BMW OF RIV	ERSIDE					
196. INDIVIDUAL'S LAS	STNAME	FIRST NAME	MIDDLE NAME, SUFFIX			
MISCELLANEOUS:						
			714	F ARMIE EDACEL	s for filing offi	CE IIRR ON Y
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21a. ORGANIZATIONS				<del></del>		
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214 Med Moone a CR	31 TOURL		Tring i local	micocc.		SOFTIA
MAILING ADDRESS			aty	STATE	POSTAL CODE	COUNTRY
<u> 51 n. neeli</u>			Visalia	CA	93291	USA
SEEINSTRUCTIONS	ORGANIZATION DEBTOR	TRADE NAME	217. JURISCHICTION OF ORGANIZATION	21g. ORG	BANIZATIONAL ID III, if i	iny V
ADDITIONAL BER			name (22s or 22b) - do hot abbreviate or con	nhine harnes		AW
22a. DRGANIZATION		T. C.C.O. I. C. A. S.	Mana fore at orral, and last am actions at section	10,100	_	<del>-</del>
1						
WALTON'	S AUTOMO	TIVE				
WALTON'	S AUTOMO ST NAME	DTIVE	FIRST NAME	MIDDLE	NAME	SUFFIX
226. INDMIDUAL'S LA	S AUTOMO ST NAME	OTIVE				
22% INDIVIDUAL'S LA	STNAME	OTIVE	CITY	STATE	POSTAL CODE	COUNTRY
226. INDMIDUAL'S LA	N PK RD.	OTIVE		STATE		COUNTRY
225. INDMOUAL'S LA  C. MAILING ACORESS  7505 INDIA  C. SEE INSTRUCTIONS	N PK RD.  ADD'LINFO RE ORGANIZATION DEBTOR	220, TYPE OF ORGANIZATION TRADE NAME	Rolling Hills 221. JARISDICTION OF ORGANIZATION CA	STATE CA 229. OR	POSTAL CODE 90274	COUNTRY
E. MATING ACORESS 7505 INDIA  SERINSTRUCTIONS  ADDITIONAL DEB	N PK RD.  ADDLINFO RE  ORGANIZATION DEBTOR  TOR'S EXACT FUI	220, TYPE OF ORGANIZATION TRADE NAME	CITY  Rolling Hills  221. ARISDICTION OF ORGANIZATION	STATE CA 229. OR	POSTAL CODE 90274	COUNTRY
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Case 8:11-bk-22690-RK Doc 39 Filed 09/23/11 Entered 09/23/11 17:51:08 Desc Main Document Page 94 of 119

# **EXHIBIT** "6"



# SECRETARY OF STATE STATE OF CALIFORNIA

### Search Certificate

**SEARCH REQUESTED ON:** 

06/28/2011

Organization Debtor: LRJC, INC.

Address: NOT SPECIFIED

Date Range From: NOT SPECIFIED

Search: ALL

\* Indicates Filings that have been accepted after the Certification Date.

Original Filing #	Filing Type	File Date	File Time	Lapse Date	# of Pages
06-7054802527	Financing Statement	01/10/2006	11:50	01/10/2016	1
Debtor:					
Organization:	LRJC, INC.				
	5425 E. LA PALMA, ANAF	HEIM HILLS CA	USA, 9280	)7	
Secured Party:					
Organization:	BMW FINANCIAL SERVICE	CES NA, LLC			
	5550 BRITTON PARKWA	Y, HILLARD OF	1 USA, 430	16	

BMW FINANCIAL SERVICES NA, LLC

5515 PARKCENTER CIRCLE, DUBLIN OH USA, 43017

Amendment Filing # 06-70787049 10-72383430	Filing Type  Amendment  Continuation	File Date File Tim 07/20/2006 17:00 07/15/2010 10:25	1
Original Filing #	Filling Type	File Date Flie Time	Lapse Date # of Pages
06-7085187870	Financing Statement	09/18/2006 11:49	09/18/2011 1
Debtor:	LEIC INC		

Organization: LRJC, INC.

10861 183RD STREET, CERRITOS CA USA, 90703

Secured Party:

Organization: BANK OF THE WEST, TRINITY DIVISION

475 SANSOME STREET, 19TH FLOOR, SAN FRANCISCO CA USA,

94111-1234

Document Number: 29460960003 Pag

Page 1 of 2

Case 8:11-bk-22690-RK Doc 39 Filed 09/23/11 Entered 09/23/11 17:51:08 Desc Main Document Page 96 of 119

	Total Pages:	4
Continue		

The undersigned Filing Officer hereby certifies that the above listing is a record of all presently active financing statements, tax liens, attachment liens and judgement liens, including any change documents relating to them, which name the above debtor, subject to any above-stated search qualifiers and are on file in my office as of 06/19/2011 at 1700 hours.

The search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities, or addresses, separate searches of these names will have to be requested and conducted. The Secretary of State, his officers and agents disclaim any and all liability for claims resulting from other fillings on which the name of the Debtor can be found in any other form than which was requested.

Debra Bowen Secretary of State

Jekea Bowen

Document Number: 29460960003 Page 2 of 2

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A. NAME & PHO	NE OF CONTACT AT FILER (optional)			7					
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CA-0-1761813	3-00266								

OR BE INDIVIDUAL'S LAST NAME

10. OPTIONAL FILER REFERENCE DATA 8872634 Debtor Name: LRJC, Inc. SAR 00266

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MIDOLE HAME

SUFFO:

Preserved by UCC Direct Services, P.O. Box 2007 Georgials, CA Management (a) (600) 331-3252

UCC FINANCING STATEMENT AMENDMENT	r				
FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional)		7			
B. SEND ACKNOWLEDGMENT TO: (Name and Address) UCC DIRECT SERVICES		~~			
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18. Initial Financing Statement Pile #		16. This FINANCIA			
06-7054802527		filed [for record] (or RECORDS.			
<ol> <li>TERMINATION: Effectiveness of the Financing Statement identifi authorizing this Termination.</li> </ol>					
No.: CONTINUATION: Effectiveness of the Financing Statement identications and period provided.  Continuation Statement is continued for the additional period provided.	by applicable law.				
4. I. ASSIGNMENT (full or partiel): Give name of assignee in Item 7s					n Itarn 9.
<ol> <li>AMENDMENT (PARTY INFORMATION): This Amendment affects Also check one of the following three boxes and provide appropriate information.</li> </ol>	Debtor ortiSecun formation in Items 6 t	ed Party of record. Cha and/or 7.	eck orsy <u>one</u> of	these.	
GHANGE name and/or address: Please rater to the detailed instructions in regards to changing the name/address of a party.	be deleted in	ne: Give record name t Itam 6e or 5b.	o El ADD mam and also	ie; Complete Itam Itam 7c	17s. or 7b,
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# EXHIBIT "7"

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EN BUR DESIFE CORY - NATIONAL LICC FINANCING STATEMENT FORM LICCLY CALIFORNIA (SEL) ALMANIN

#### **EXIHIBIT A**

#### UCC1 FINANCING STATEMENT

Debtor: Land Rover Jaguar Cerritos
Secured Party: Anthony W. Rector

#### ITEM 4 (continued) Collateral Description

This Financing Statement covers the following items and/or types of property, whether the foregoing is owned now or acquired later by Anthony W. Rector; A COMMERCIAL LIEN #AWR70081140000199399829 completed and dated November 20, 2009 through Commercial Affidavit.

#### **COMMERCIAL LEIN**

Anthony Woodrow Rector, Lien Claimant

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Land Rover Jaguar Cerritos (Dealership - Lien Debtor), Carl De Souza (Sales Guide - Lien Debtor), Robert Giannini (Sales Manager - Lien Debtor), David Smith (Chief Executive - Lien Debtor), Michael O' Driscoll (Managing Director - Lien Debtor)

A SECURITY (15 U.S.C.) CLAIM OF COMMERCIAL LIEN AND AFFIDAVIT U.S. S.B.C. TRACER FLAG NOT A POINT OF LAW

To Guarantee Bond on the Specific Performance of and by all corporate Officials, and Liability Insurance Companies (Surety) Connected with this Cause of Action Consisting of State of California Court Case: No. VA 109068

#### **CLAIM OF LIEN**

THIS CLAIM OF LIEN IS FILE PURSUANT CALIFORNIA CIVIL CODE § 2872, 2874, 2875, 2881(1), 2883, and 2889, against Lien Debtor(s) for default and breach of contract under commercial law. Section 3281 of Civil Code for damages sustained. California Government Code § 27297.5 and 27387 as an involuntary lien based on consensual actions by knowledgeable breach of contract (explained herein).

LIEN CLAIMANT Provided the LIEN DEBTOR by a COMMERCIAL AFFIDAVIT and subsequently a NOTICE OF DEFAULT enumerating the position of LIEN CLAIMANT, proclaiming claims of LIEN Claimant to recover from damage and criminal conduct, and as well as demanding a point-for-point rebuttal by LIEN DEBTOR and proof of basis for his alleged cause of action by the LIEN CLAIMANT within thirty (30) days, in which failure to rebut Lien Debtor(s) was(were) put on notice that they would be in default.

Subject COMMERCIAL AFFIDAVIT sworn true, correct and complete was sent by LIEN CLAIMANT, Anthony W. Rector to LIEN DEBTOR(s), Carl De Souza (Sales Guide – Lien Debtor), Robert Giannini (Sales Manager – Lien Debtor), David Smith (Chief Executive – Lien Debtor), Michael O' Driscoll (Managing Director – Lien Debtor) by United States Postal Service, delivery conformation Mail, Return Receipt Requested #7008 1140 0001 9939 9751 on October 19, 2009 LIEN DEBTOR received said AFFIDAVIT, without signing the certified mail receipt on or about October 21, 2009. LIEN DEBTOR failed to respond to AFFIDAVIT/NOTICE,

thereby admitting and acquiescing to the declarations by LIEN CLAIMANT, a NOTICE OF DEFAULT was served upon them on October 29, 2009 by United States Postal Service, Certified Mail, Return Receipt Requested #70081140000199399805. Such default admits that the LIEN DEBTOR'S was(were) guilty of the criminal violations involved in the action of LIEN DEBTOR as set forth in LIEN CLAIMANT'S COMMERCIAL AFFIDAVIT and NOTICE OF DEFAULT.

"Due process requires, at a minimum, that an individual be given a meaningful opportunity to be heard prior to being subjected by force of law to a significant deprivation.... That the hearing required by due process is subject to waiver, and is not fixed in form does not affect its root requirement that an individual be given an opportunity for a hearing before he is deprived of any significant property interest...." (Original italics; 401 US 378-379) Randone v. Appellate Department, 1971, 5 C3d 536, 550.

"In the latter case [Mullane v. Central Hanover Trust Co., 339 U.S. 306] we said that the right to be heard 'has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default, acquiesce or contest.' 339 U.S. at 314" Sniadach v. Family Finance Corp., 395 U.S. 337, 339, 340

#### 1, Anthony W. Rector, depose and say as follows:

- The parties of the Commercial Lien are cited in the following "List of Lien Debtors," where they are identified in the Official Capacities.
- All processes in the above cited case have been summary processes in which the Constitutional and commercial right to jury trial has been abridged and denied. All other supporting processes have likewise been summary processes.
- 3. Nothing has been provided by any public official or officer of the court in the above cited case to demonstrate or prove that they are commercially bonded to operate any summary processes which abridge or deny any commercial provision of the United States Constitution or the California state Constitution.
- 4. This commercial lien is commercially necessary to guarantee for both the lien claimant and the public in general that such a bond will exist upon the said officials and is not placed for any reason of harassment of persons or processes.
- 5. The cited Lien Debtors are being lien for a minimum of \$1,000,000.00 each, based on Title 18, Section 241, 219, 241, 242, 645, 654, 912, 951, and 1001 to wit of the United States Code for violation of United States Constitutional Rights including the Seventh Amendment of the Bill of Rights, guaranteeing a jury trial in all commercial processes and approximately 35 other commercial provisions of the United States Constitution
- To value if injury incurred by Lien Claimant (Anthony W. Rector) totaled amount of True Bill \$45,000,000.00 (Fourty Five Million Dollars).

This commercial lien is intended to seize all the real property (10861 183<sup>rd</sup> St., Cerritos, Ca APN#7034-017-909) and movable property, bank accounts, inventories of the above cited Lien Debtors and those on the attached extended list of Lien Debtors. This property is being seized as a pledge to secure the above cited obligation declared in paragraphs 2, 3, and 4 to apply it as a bond on the persons and activities of the officials, title insurance companies, liability insurance companies and other such Lien Debtors as may be added from time to time for whatever relevant and just commercial agreement.

I Anthony W. Rector hereby command the state of California and it's appropriate enforcement agencies, to command specific performance of LIEN DEBTOR(s) and to impound their property(ies) for claims of obligation for non-performance, default in Commercial Law, malfeasance of office, violation of oath of office, violation of trust, engaging in unbonded acts, and numerous other crimes and offenses cited in the AFFIDAVIT OF INFORMATION presented.

This CLAIM OF LIEN is filed against Land Rover Jaguar Cerritos, Carl De Souza (Sales Guide - Lien Debtor), Robert Giannini (Sales Manager - Lien Debtor), David Smith (Chief Executive - Lien Debtor), Michael O' Driscoll (Managing Director - Lien Debtor) and subsidiaries, including all Community Property of both, in order to prevent their evasion of financial liability through efforts to shield property and assets by placing

said property and assets in their, subsidiaries and or spouse's names to prevent attachment for the satisfaction of suits and liens.

This commercial lien is not a lis pendens lien. It may not be removed or dissolved by any parties except the Lien Claimants or a common-law jury property convened and used.

Affirmed and respectfully submitted this 20th day of November, 2009.

/s/ Anthony W. Rector EIN 454271267

**AFFIDAVIT** 

State of California ss; County of Los Angeles

Anthony W. Rector, being first duly sworn, says: I am the claimant above named; I have read the foregoing claim and know the contents thereof, and believe the same to be just.

Subscribed and sworn to before me this 20th day of November 2009.

**Notary Public** 

### LIST OF LIEN DEBTORS:

- Land Rover Jaguar Cerritos (Corporation)
- Carl De Souza (Sales Guide )
- Robert Giannini (Sales Manager)
- David Smith (Chief Executive)
- Michael O'Driscoll (Managing Director)

And all persons connected with the case now and in the future severally and jointly liable.

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(225, INDIVIOUAL'S LAST I E. MAYLING ADDRESS 7913 CENTER	DR		Mission Vielo	STATE CA	92692	COUNTRY
(225, INDIVIOUAL'S LAST I E. MAYLING ADDRESS 7913 CENTER	DR ADD'L INFO RE ORGANIZATION	228, TYPE OF ORGANIZATION	CITY  Mission Vielo  22. Jurisdiction of Organizat	STATE CA	POSTAL CODE	COUNTRY
: MALING ADDRESS 7913 CENTER I SEE INSTRUCTIONS	DR ADD'LINFO RE ORGANIZATION DEBTOR	228. TYPE OF ORGANIZATION	Mission Vielo 231 JURISDICTION OF ORGANIZAT	STATE  CA TION 229, OR	92692	COUNTRY
: MALING ADDRESS 7913 CENTER I SEE INSTRUCTIONS	DR ADD'LINFO RE ORGANIZATION DEBTOR	228. TYPE OF ORGANIZATION	CITY  Mission Vielo  22. Jurisdiction of Organizat	STATE  CA TION 229, OR	92692	COUNTRY
c. MALING ADDRESS 7913 CENTER d. SPENSTRUCTIONS ADDITIONAL DEBTO 225 ORGANIZATIONS N	DR ADD'LINFO RE ORGANIZATION DEBTOR R'S EXACT FUL	228. TYPE OF ORGANIZATION	Mission Vielo 231 JURISDICTION OF ORGANIZAT	STATE  CA TION 229, OR	92692	COUNTRY
CARE &	DR ADTUNFORE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR	228. TYPE OF ORGANIZATION	Mission Vielo 231 JURISDICTION OF ORGANIZAT	STATE  CA TION 229, OR	POSTAL CODE  92692  GANIZATIONAL ID 8, 16	COUNTRY
225. NOIVIOUAL'S LAST ( 225. NOIVIOUAL'S LAST ( 236. NOITIONAL DEBTO) 236. ORGANIZATION'S N.  DC CARE & 236. NOIVIOUAL'S LAST	DR ADTUNFORE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR	228. TYPE OF ORGANIZATION	CITY  Mission Vielo  221. JURISDICTION OF ORGANIZAT  CA  name (23e or 23b) - do not abbreviete of	STATE CA TION 22g. OR at combine names	POSTAL CODE 92692 GANIZATIONAL ID 8, II	COUNTRY USA
E. MALING ADDRESS 7913 CENTER E. SEE INSTRUCTIONS  ADDITIONAL DEBTO 23 ORGANIZATIONS IN DC CARE & 256 NONIOUAL'S LAST	DR ADTURTO RE ADTURTO RE ADTURTO RE ADTURTO DEBTOR R'S EXACT FUL AME REPAIR NAME	228. TYPE OF ORGANIZATION	CITY  Mission Vielo  221. JURISDICTION OF ORGANIZAT  CA  FIRST NAME  CITY	STATE  CA TION 22g. OR  X combine names	POSTAL CODE  92692  GANIZATIONAL ID 8, II  NAME  POSTAL CODE	COUNTRY USA
c. MALING ADDRESS 7913 CENTER D. SER PISTEUSTIONS  ADDITIONAL DEBTO 23 ORGANIZATIONS N. DC CARE & 23 NONIOUAL'S LAST  A MALING ADDRESS 339 S LA BRE	DR ADD'LINFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME AAVE	226. TYPE OF ORGANIZATION TRADE NAME L LEGAL NAME - Insert only 2028	CITY  Mission Vielo  221. JURISDICTION OF ORGANIZAT  CA  name (23e or 23b) - do not abbreviete of	STATE CA TION 22g. OR MIDDLE STATE CA	POSTAL CODE 92692 GANIZATIONAL ID 8, II	SUFFIX COUNTRY USA
c. MALING ADDRESS 7913 CENTER d. SER PRETEUSTIONS  ADDITIONAL DEBTO 22s. ORGANIZATIONS N.  DC CARE & 22s. NONIOUAL'S LAST 4. MALING ADDRESS 2339 S LA BRE	DR ADTURNED RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME	226. TYPE OF ORGANIZATION TRADE NAME L LEGAL NAME - Insert only 2028	CITY  Mission Vielo  221. JURISDICTION OF ORGANIZAT  CA  FIRST NAME  CITY  Los Angeles	STATE CA TION 22g. OR MIDDLE STATE CA	POSTAL CODE  92692  GANIZATIONAL ID 8, II  NAME  POSTAL CODE  90016	SUFFIX COUNTRY USA
c. MALING ADDRESS 7913 CENTER d. SEE NATEUGHONS D. ADDITIONAL DEBTO 296 ORGANIZATIONS N. DC CARE & 296 PADIVIOUAL'S LAST C. MALING ADDRESS 339 S LA BRE d. SEE INSTRUCTIONS D. ADDITIONAL SECUR	ADT INFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME ADDITION OF RE ORGANIZATION DEBTOR ED PARTY'S N	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - Insert only son	CITY  Mission Vielo  22. JURISDICTION OF ORGANIZAT  CA  FIRST NAME  CITY  Los Angeles  23. JURISDICTION OF ORGANIZAT	STATE CA TION 22g. OR MIDDLE STATE CA	POSTAL CODE  92692  GANIZATIONAL ID 8, II  NAME  POSTAL CODE  90016	SUFFIX COUNTRY USA
C 220. INDIVIOUAL'S LAST IN A CENTER IN SER MALING ADDRESS  ADDITIONAL DEBTOR IN ADDITIONAL DEBTOR IN ADDITIONAL DEBTOR IN ADDRESS IN A BRE INSTRUCTIONS  A SER INSTRUCTIONS	ADT INFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME ADDITION OF RE ORGANIZATION DEBTOR ED PARTY'S N	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - Insert only son	CITY  Mission Vielo  23. JURISDICTION OF ORGANIZAT  CA  FIRST NAME  CITY  Los Angeles  23. JURISDICTION OF ORGANIZAT  CA	STATE CA TION 22g. OR MIDDLE STATE CA	POSTAL CODE  92692  GANIZATIONAL ID 8, II  NAME  POSTAL CODE  90016	SUFFIX COUNTRY USA
CARE & DORESS OF MALING ADDRESS ORGANIZATIONS IN SPENSITE UCTIONS OF MALING ADDRESS OF MALING ADDRESS OF SPENSITE UCTIONS IN S	ADVE  ADVI INFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR NAME  AAVE  ADVI INFO RE ORGANIZATION DEBTOR DEBTOR ED PARTY'S NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - Insert only son	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  FIRST NAME  CITY  Los Angeles  23. Jurisdiction of organizat  CA  E) - Insert only gig name (24s or 24b)	TION 229, OR MIDDLE STATE CA	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX COUNTRY USA
E. MALING ADDRESS 7913 CENTER 1. ADDITIONAL DEBTO 236. ORGANIZATIONS N. DC CARE & 236. NONIQUAL'S LAST 6. MALING ADDRESS 339 S LA BRE 1. ADDITIONAL SECUR 246. ORGANIZATIONS N.	ADVE  ADVI INFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR NAME  AAVE  ADVI INFO RE ORGANIZATION DEBTOR DEBTOR ED PARTY'S NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - Insert only son	CITY  Mission Vielo  23. JURISDICTION OF ORGANIZAT  CA  FIRST NAME  CITY  Los Angeles  23. JURISDICTION OF ORGANIZAT  CA	STATE CA TION 22g. OR MIDDLE STATE CA	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX COUNTRY USA
C 225. INDIVIDUAL'S LAST INDIV	ADVE  ADVI INFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR NAME  AAVE  ADVI INFO RE ORGANIZATION DEBTOR DEBTOR ED PARTY'S NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - Insert only son	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  FIRST NAME  CITY  Los Angeles  23. Jurisdiction of organizat  CA  E) - Insert only gig name (24s or 24b)	TION 22g, OR MIDDLE	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX COUNTRY USA
C 225. INDIVIDUAL'S LAST INDIV	ADVE  ADVI INFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR NAME  AAVE  ADVI INFO RE ORGANIZATION DEBTOR DEBTOR ED PARTY'S NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - Insert only son	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  FIRST NAME  CITY  Los Angeles  23. Jurisdiction of organizat  CA  E) - Insert only gas name (24s or 24b)  FIRST NAME	TION 22g, OR MIDDLE	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX  SUFFIX  SUFFIX  SUFFIX
C. MALING ADDRESS  7913 CENTER  DENTER  DENTER  C. MALING ADDRESS  ADDITIONAL DEBTO  236 ORGANIZATIONS IN  DC CARE &  236 PEDIVIDUAL'S LAST  C. MALING ADDRESS	ADD'LINFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR NAME  ADD'LINFO RE ORGANIZATION DEBTOR REPAIR DEBTOR RED PARTY'S NAME  RED PARTY'S NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - INSUIT ONLY 2018   236. TYPE OF ORGANIZATION   TRADE NAME	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  FIRST NAME  CITY  Los Angeles  23. Jurisdiction of organizat  CA  E) - Insert only gas name (24s or 24b)  FIRST NAME	MIDDLE  STATE  CA  TON 22g. OR  MIDDLE  STATE  CA  MIDDLE  STATE  STATE  TON 23g. OR	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX  SUFFIX  SUFFIX  SUFFIX
C. MALING ADDRESS  7913 CENTER  D. ADDITIONAL DEBTO  23E ORGANIZATIONS N.  DC CARE &  23E NONIOUAL'S LAST  A MALING ADDRESS  339 S I.A BRE.  A MERINGATIONAL SECUR  24E ORGANIZATIONS N.  C. MALING ADDRESS	ADD'LINFO RE ORGANIZATION DEBTOR R'S EXACT FUL AME  REPAIR NAME  ADD'LINFO RE ORGANIZATION DEBTOR REPAIR DEBTOR RED PARTY'S NAME  RED PARTY'S NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - INSUIT ONLY 2018   236. TYPE OF ORGANIZATION   TRADE NAME	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  FIRST NAME  CITY  LOS Angeles  23. Jurisdiction of organizat  CA  E) - Insert only abs name (24s or 24b)  FIRST NAME	MIDDLE  STATE  CA  TON 22g. OR  MIDDLE  STATE  CA  MIDDLE  STATE  STATE  TON 23g. OR	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX  SUFFIX  SUFFIX  SUFFIX
E. MALING ADDRESS 27913 CENTER E. MALING ADDRESS 27913 CENTER E. MALING ADDRESS 20. ADDITIONAL DEBTO 20. ADDITIONAL DEBTO 20. ADDITIONAL SECUR 24. ORGANIZATIONS E. ADDITIONAL SECUR 24. ORGANIZATIONS E. MALING ADDRESS E. MALING A	DR ADTUNTO RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME ADDINTO RE ORGANIZATION DEBTOR ED PARTY'S NAME NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - INSUIT ONLY 2018   236. TYPE OF ORGANIZATION   TRADE NAME	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  First name  CITY  Los Angeles  23. Jurisdiction of organizat  CA  E) - insert only gos name (24s or 24b)  First name  CITY  CA  E) - insert only gos name (25s or 25b)	TION 229, OR MIDDLE  STATE  CA  TON 229, OR  MIDDLE  STATE  CA  TION 239, OR	POSTAL CODE  92692  GANIZATIONAL ID #, #  NAME  POSTAL CODE  90016  GANIZATIONAL ID #, #	SUFFIX COUNTRY  SUFFIX COUNTRY
220. NOIVIOUAL'S LAST INC. MALING ADDRESS 2.7913 CENTER IN SER NETRUSTIONS  B. ADDITIONAL DEBTO  236. ORGANIZATIONS IN DC CARE & 236. NOIVIOUAL'S LAST IN SER INSTRUCTIONS  B. MALING ADDRESS 2.339 S LA BRE INSTRUCTIONS  B. ADDITIONAL SECUR 246. ORGANIZATION'S IN REPORT IN SECUR  IN SECUR  IN SECUR IN SECUR IN SECUR IN SECUR IN SECUR IN SECURI IN SECURI IN SECURI IN SECUR IN SECUR IN SECUR IN SECUR IN SECUR IN SECUR IN SECURI IN SECUR IN SECUR IN SECU	DR ADTUNTO RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME ADDINTO RE ORGANIZATION DEBTOR ED PARTY'S NAME NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - INSUIT ONLY 2018   236. TYPE OF ORGANIZATION   TRADE NAME	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  FIRST NAME  CITY  LOS Angeles  23. Jurisdiction of organizat  CA  E) - Insert only abs name (24s or 24b)  FIRST NAME	MIDDLE  STATE  CA  TON 22g. OR  MIDDLE  STATE  CA  MIDDLE  STATE  STATE  TON 23g. OR	POSTAL CODE  92692  GANIZATIONAL ID #, #  NAME  POSTAL CODE  90016  GANIZATIONAL ID #, #	SUFFIX  SUFFIX  SUFFIX  SUFFIX
220. NOIVIOUAL'S LAST INDIVIOUAL'S LAST INDIVIOUAL SECUR INDIVIDUAL SECUR IN	DR ADTUNTO RE ORGANIZATION DEBTOR R'S EXACT FUL AME REPAIR NAME ADDINTO RE ORGANIZATION DEBTOR ED PARTY'S NAME NAME	228. TYPE OF ORGANIZATION   TRADE NAME LLEGAL NAME - INSUIT ONLY 2018   236. TYPE OF ORGANIZATION   TRADE NAME	CITY  Mission Vielo  23. Jurisdiction of organizat  CA  First name  CITY  Los Angeles  23. Jurisdiction of organizat  CA  E) - insert only gos name (24s or 24b)  First name  CITY  CA  E) - insert only gos name (25s or 25b)	TION 229, OR MIDDLE  STATE  CA  TON 229, OR  MIDDLE  STATE  CA  TION 239, OR	POSTAL CODE 92692 GANIZATIONAL ID #, #  NAME  POSTAL CODE 90016 GANIZATIONAL ID #, #	SUFFIX COUNTRY  SUFFIX COUNTRY

NAME OF FIRST DEB	(front and back) C	ADDITIONAL PARTY AREFULLY	1			
19s. ORGANIZATION'S NA		N RELATED FINANCING STA	ATEMENT			
BMW OF RIVE						
106. INDIVIDUAL'S LAST	HAME	FIRST NAME	MIDDLE NAME SUFFIX			
MISCELLANEOUS:						
21a, ORGANIZATION'S N	AME	LEGAL NAME - insert only page of	name (21a or 21b) - do not abbreviate or combin		FOR FILING OFFIC	E USE ONLY
216, INDIVIDUAL'S LAST		TINGTON BEAC	FIRST NAME	MIDDLEN	ÂME	SUFFIX
a NAILING ADDRESS			diy	STATE	POSTAL CODE	COUNTRY
	TD AVE			CA	92647	USA
852-A WARNI SECTIMETRUCTIONS		210. TYPE OF ORGANIZATION	Huntington Beach 21/1. JURISOICTION OF ORGANIZATION		ANIZATIONAL IO #, I/ m	ıy
	DEBTOR	TRADE NAME	CÀ			NONE
ADDITIONAL DEBTO		LEGAL NAME - insert only pos	name (22a or 22b) - do not abbreviate or combin	NE RE/TION		
LA BREA C	_	/IEEP				
226. INDIVIDUAL'S LAST		JEEI	FIRST NAME	MIDDLE	KAME	SUFFEX
o, MAILING ADDRESS			idiy	STATE	POSTAL CODE	COUNTRY
on S LA BREA	AVE		Los Angeles	CA	90030	USA
d SEE INSTRUCTIONS	ADDL INFO RE	22 . TYPE OF ORGANIZATION	221. JURISDICTION OF ORGANIZATION		SANZATIONAL ID #, # or	
_	DEBTOR	TRADE NAME	CA			NONE
239 ORGANIZATION'S		LEGAL NAME - Insert only one	name (23e or 23b) - do not abbreviate or combir	te names		
		YSLER JEEP				
236. INDIVIDUAL'S LAST	NAME	I SLER JEEF	FIRST NAME	MIDDLE	IAME	SUFFIX
MAILING ADDRESS	COMONIE		CTY	STATE	POSTAL CODE	COUNTRY
950 S BLACK  d. SEEINSTRUCTIONS		230, TYPE OF ORGANIZATION	231, JURISDICTION OF ORGANIZATION		93274 BANIZATIONAL IO #, if #	USA
	ORGANIZATION DEBTOR	TRADE NAME	CA	i		NONE
	RED PARTY'S N	AME (or Name of TOTAL ASSIGN	EE) - insert only eas name (24s or 24b)		_	
	WWE					
4, ADDITIONAL SECUE 244, ORGANIZATIONS	NAME	_ <del></del>	FIRST NAME	MIDOLE	NAME	SUFFIX
24s. ORGANIZATIONS						
244. ORGANIZATION'S			CITY	STATE	POSTAL CODE	COUNTRY
246. ORGANIZATION'S I					1	
244. ORGANIZATIONS !  245. INDIMOUAL'S LAS	RED PARTY'S N	IAME (or Name of TOTAL ASSIGN	IEE) - Insert only <u>one</u> name (25e or 25b)		1	
246. ORGANIZATIONS:  246. INDIMOUAL'S LAS  40. MAILING ADDRESS  5. ADDITIONAL SECUL  256. ORGANIZATIONS	RED PARTY'S N	IAME (or Name of TOTAL ASSIGN	ICE) - Ineart only <u>one</u> name (25e or 25b)	MIDDLE	NAME	SUFFIX
246. ORGANIZATION'S 1  246. INDIMOUAL'S LAS  4c. MALING ADDRESS  15. ADDITIONAL SECUL	RED PARTY'S N	IAME (or Name of TOTAL ASSIGN		MIDDLE	NAME	SUFFIX

	C FINANCING ST LOW INSTRUCTIONS		ADDITIONAL PARTY					
_			N RELATED FINANCING ST	ATEMENT .				
	19a ORGANIZATION'S N			11				
ЭR	BMW OF RIVE	RSIDE		j				
J1.	106. INDIVIDUAL'S LAST	NAME	FIRST NAME	MODILE NAME, SUFFIX				
€0.1	MISCELLANEOUS:							
21.	ADDITIONAL DESTO	R'S EXACT FULL	LEGAL NAME - Insert only one	name (21a or 21b) - do not abbrevi		PACE (1	s FOR FILING OPFIC	E USE ONLY
	21a, ORGANIZATION'S N	AME						
OR	LAND ROVI		R CERRITOS	I POTET MANAGE		MODLEN	12045	la Pres
	218. INDIVIDUAL'S LAST	NAME		FIRST NAME		NIJULEN	IAME	SUFFIX
216	MAILING ADDRESS			CITY	· <del>-</del>	STATE	POSTAL CODE	COUNTRY
	0861 183RD S			Cerritos		CA	90703	USA
210	SEEINSTRUCTIONS	ORGANIZATION	TRADE NAME	211. JURISOICTION OF ORGAN	NEZATION (2	21g. ORC	ANIZATIONAL ID II, II a	•
22.	ADDITIONAL DEBTO	CEBTOR OR'S EXACT FULL	L LEGAL NAME - insert only one		(ale or combine names			NONE
	22s. ORGANIZATION'S N	AME					_	
OR			<u>R ANAHEIM HIL</u>	LS		UIDO E		I mi many
	226. INDIVIDUAL'S LAST	NAME		FIRST NAME	]'	MIDDLE	VAME	SUFFIX
220	MAILING ADDRESS			ату		STATE	POSTAL CODE	COUNTRY
5	425 E. LA PAI	LMA AVE	NUE	Anaheim		CA	92807	USA
	SECURSTRUCTIONS		22s, TYPE OF ORGANIZATION	221. JURISDICTION OF ORGA	NIZATION .	22g. ORK	SANIZATIONAL ID #, if a	•
-		DEBTOR	TRADE NAME	_CA	1			NONE
23.	23s. ORGANIZATIONS		L LEGAL NAME - insert only see	herne (25e př 23b) - do nat abbrev	aemisn edidmon in alsi			
٥F	NEWPORT	AUTO CE	NTER					
ч	236. INDIVIOUAL'S LAST	NAME		PRST NĂNIE		MODIE	NAME	SUFFIX
23	. MAILING ADDRESS			ICITY		STATE	POSTAL CODE	COUNTRY
	45 E. PACIFI	C COAST	HWY	Newport Beach	i	CA	92660	USA
	SEENSTRUCTIONS		23s. TYPE OF ORGANIZATION	23f, JURISOICTION OF ORGA			BANIZATIONAL ID M, II	any .
_		DEBTOR	TRADE NAME	CA	L			VINON
24	ADDITIONAL SECUR		NAME (or Name of TOTAL ASSIGN	EE) - insert only one name (24s or	246)		<del> </del>	
_								
OF	246. INDIVIDUAL'S LAST	NAME		FIRST NAVE		MIDOLE	NAME	SUFFIX
74	G. MAILING ADDRESS			laty		STATE	IPOSTAL CODE	COUNTRY
•	MACING ADDRESS			jui,	1		POSTAL COSE	COUNTRY
25			NAME (or Name of TOTAL ASSIGN	IEE) - insert only pag name (25e o	r 25b)			
	25a ORGANIZATION'S	NAME						
OF	256. INDIVIDUAL'S LAS	TNAME	<del>-</del>	FIRST NAME		MOOLE	NAME	SUFFIX
_								
75	MAILING ADDRESS			ary		STATE	POSTAL CODE	COUNTRY

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDITIONAL PARTY (FORM UCC1AP) (REV. 05/22/02)

OW INSTRUCTIO	STATEMENT NS (front and back)	CAREFULLY				
VAME OF FIRST D		ON RELATED FINANCING ST	ATEMENT			
BMW OF RI						
18h, INDMOUAL'S LA		FIRST NAME	MIDDLE NAME, BUFFIX			
L						
MISCELLANEOUS:						
				THE ABOVE SPACE I	FOR FILING OFFI	CE USE ONLY
		LL LEGAL NAME - Insert only gra	name (21a or 21b) - do not abbreviate o	or combine names		
Z1a DRGANIZATION		Omr. /B				
216. NOMOUAUS U	N AUTOM	OTIVE	FIRST NAME	- IMIOOLE N	IAME	SUFFIX
L MARING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
296 W. MAN	CHESTER	AVE.	Los Angeles	CA	90045	USA
SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION	21e TYPE OF ORGANIZATION	214, JURISDICTION OF ORGANIZA	TION 21g. ORG	ANIZATIONAL ID #, if	ny
	DEBTOR	TRADE NAME	CA			Non
		LL LEGAL NAME - insert only gos	name (22a or 22b) - do not abbreviate	or combine names		
22s. ORGANIZATION			~			
SIMI VAL		SLER JEEP DOD	G FRSTNAME	MOCLE	NAME	SUFFIX
220. 840/4/00/20 2	no i nome		740114412			
MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
350 FIRST 8	TREET		Simi Valley	CA	93065	USA
SEEINSTRUCTIONS	ADD'L INFO RE	22s, TYPE OF ORGANIZATION	221. JURISDICTION OF ORBANIZA	ATION 22g. ORG	GANIZATIONAL ID #, if	any
	ORGANIZATION DEBTOR	TRADE NAME	CA			<b></b> ✓ No
		JLL LEGAL NAME - Insent only pos	hume (23s or 23b) - do not abbreviale	or compline usines		
23a. ORGANIZATION						
SOUTH B.	AY AUTO (	CENTER	FIRST NAME	MDOLE	NAME	SUFFIX
25, 110(1100)	ASI NAME		1 7541 14-5114			1
			CITY	STATE	POSTAL CODE	COUNTRY
030 E ARTE	ESIA BLVD.		LONG BEACH	CA	90805	USA
SEEINSTRUCTIONS	ADO'L NEO RE ORGANIZATION	294. TYPE OF ORGANIZATION	231. JURISDICTION OF ORGANIZA		BANIZATIONAL ID #, #	_
_	DESTOR	'   TRADE NAME	CA			Имо
24a, ORGANIZATION		NAME for Name of TOTAL ASSIGN	(EE) - insert only one name (24e or 24b	<u> </u>		_
248. ONOMINENTION	ISHAME					
	ASTNAME		FIRST NAME	WIODIE	NAME	SUFFIX
246, INDIVIDUAL'S						
246, INDIVIDUAL'S (			CITY	STATE	POSTAL COD€	COUNTRY
246, INDIVIDUAL'S						
246, INDIVIDUAL'S (			WEE) - insert only one mame (25s or 25s	9		
a MAILING ADDRESS	URED PARTY'S	NAME (or Name of TOTAL ASSICT				
246, INDIVIDUAL'S ( C MAILING ADDRESS	URED PARTY'S	NAME (or Name of TOTAL ASSIC				
246, REDVIDUAL'S C. MAILING ADDRESS  ADDITIONAL SEC. 254, ORGANIZATION	N'S NAME	NAME (or Name of TOTAL ASSIC	IFIRST NAME	MIDOLE	NAME	ISUFAX
a MAILING ADDRESS	N'S NAME	NAME (or Name of TOTAL ASSICT	FIRST NAME	MIDOLE	NAME	SUFFIX

102 ORGANIZATIONS NA BMW OF RIVE 196 NOVIOUAL'S LAST N	ME					
BMW OF RIVE		N RELATED FINANCING STA	TEMENT			
196. INDIVIOUAL'S LAST	PRIME					
		FIRST NAME	MIDDLE NAME, SUFFIX			
MISCELLANEOUS.						
					IS FOR FILING OFFIC	E USE ONLY
ADDITIONAL DESTO		LEGAL NAME - insert only one n	eme (21s or 21b) - do not abbreviete or com	oine names		
SURROZ DO		RY-JEEP				
216 INDIVIOUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS			laty	STATE	POSTAL CODE	COUNTRY
51 N. NEELEY	/ ST		Visalia	CA	93291	USA
SEEINSTRUCTIONS		21 s. TYPE OF ORGANIZATION	217, JURISDICTION OF ORGANIZATION		GANIZATIONAL ID #, # 4	ny
	DEBTOR	TRADE NAME	CA			No
ADDITIONAL DEBTO		LEGAL NAME - insert only goe to	name (22s or 22b) - da not abbreviste or som	bihe Mines		
		TT 13/10				
WALTON'S 22h INDIVIDUAL'S LAST	NAME	IIVE	FIRST NAME	MIDDLE	NAME	SUFFIX
o, MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
7505 INDIAN		226, TYPE OF ORGANIZATION	Rolling Hills 22, JURISDICTION OF ORGANIZATION	22n, OF	90274	USA
· <u> </u>	ORGANIZATION DEBTOR	TRADE NAME	(CA		•	Z NO
ADDITIONAL DEBTO	R'S EXACT FULL	,	name (23a or 23b) - do not abbreviale or com	bine names		
235. ORGANIZATION'S N						
- WARNER'S	MOBIL		ARST NAME	MIDDLE	NAME	SUFFIX
236 INDIVIDUAL'S LAST						
236, INDIVIDUAL'S LAST			CITY		POSTAL CODE	COUNTRY
A MAILING ADDRESS			Unatington Dozoh	CA		USA
NALING ADDRESS 5972 WARNER	AVE	TAL TYPE OF ORGANIZATION	Huntington Beach			•
R MAILING ADORESS	ADD'L INFO RE ORGANIZATION	23s. TYPE OF ORGANIZATION TRADENAME	23', JURISDICTION OF ORGANIZATION		ROANIZATIONAL ID #, W	1.0
MALING ADDRESS 5972 WARNER A SEEINSTRUCTIONS	ADO'L INFO RE ORGANIZATION DEBTOR	TRADE NAME	ZY, JURISDICTION OF ORGANIZATION  CA  EE - Insect only size name (24s or 24b)		CONNICATIONAL ID B, II	Z
S MAILING ADDRESS 5972 WARNER 4. SEEINSTRUCTIONS	ADO'L INFO RE ORGANIZATION DEBTOR	TRADE NAME	23Y, JURISDICTION OF ORGANIZATION		COANTEATIONAL IO B; # 1	
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CSRs Free Equipment("EQ Grp) for Dres OREQCSRF XLS

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. 1 Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket. PROOF OF SERVICE OF DOCUMENT 2 I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067 3 A true and correct copy of the foregoing document described as **DEBTORS' NOTICE OF EMERGENCY** 4 MOTION AND EMERGENCY MOTION FOR ENTRY OF AN ORDER APPROVING STIPULATION AND AGREEMENT FOR ORDER AUTHORIZING USE OF CASH COLLATERAL, CONTINUED 5 DISCRETIONARY FLOOR PLAN FINANCING AND PROVIDING FOR ADEQUATE PROTECTION; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS IN SUPPORT THEREOF 6 will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below: 7 I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to 8 controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On September 23, 2011, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) 10 indicated below: 11 Todd M Arnold tma@Inbrb.com Martin J Brill mjb@Inbrb.com 12 Frank Cadigan frank.cadigan@usdoj.gov Asheley G Dean asheley.dean@hoganlovells.com 13 United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov 14 Service information continued on attached page 15 II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On September 23, 2011, I served the following person(s) and/or entity(ies) at the last known 16 address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail 17 service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed. 18 Service information continued on attached page 19 III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method 20 for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on September 23, 2011, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who 21 consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later 22 than 24 hours after the document is filed. 23 Via Personal Attorney Service The Hon. Robert N. Kwan 24 United States Bankruptcy Court 411 West Fourth Street, Room 5165 25 Santa Ana, CA 92701 Service information continued on attached page 26 27 28

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		J	113 01 119
1	I declare under penalty of p true and correct.	perjury under the laws of the	United States of America that the foregoing is
2	September 23, 2011	Lourdes Cruz	/s/ Lourdes Cruz
3	Date	Type Name	Signature
4		een approved for use by the United	States Bankruptcy Court for the Central District of California.  F 9013-3.1.PROOF.SERVICE
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LRJAH LRJC File No. 5121 RSN Consolidated

SERVICE BY NEF and/or E-Mail

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bltown@pacbell.net

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LRJAH LRJC File No. 5121 Secured Creditors (Consolidated

Service by Overnight Mail and/or E-mail

ADP Commercial Leasing 15 WATERVIEW BOULEVARD-MS #934 PARSIPPANY, NJ 07054 clientservice@adpcomleasing.com

ADP Dealer Services PO BOX 88921 Chicago, IL 60695 BMW Financial Services NA LLC
Jeff Burnside/Flooring Interest
Loan Interest
5550 Britton Parkway
Hilliard, OH 43026
Served through counsel Kutack Rock

BMW Financial Services NA, LLC 300 Chestnut Ridge Road Woodcliff Lake, NJ 07677 Served through counsel Kutack Rock BMW Financial Services NA, LLC Attn: Manager, Ret. Comm. Fin. 5515 Parkcenter Circle Dublin, OH 43017 Served through counsel Kutack Rock

Employment Development Dept. Bankruptcy Group MIC 92E P.O. Box 826880 Sacramento, CA 94280-0001

Ford Motor Company 1555 Fairlane Dr., Suite 200 Allen Park, MI 48101 IRS/OHIO PO Box 145595 Cincinnati, OH 45250-5595

Sterling Savings Bank 5005 SW Meadows Road, Suite 400 Lake Oswego, OR 97035

Wynn's, A Div. of Illinois
Tool Works, Inc.
1050 W. Fifth St.
Azusa, CA 91702
Wynns marketing@wynnsusa.com

Anthony Rector 13337 South Street # 569 Cerritos, CA 90703 Bank of the West Trinity Division 475 Sansome Street, 19th Floor San Francisco, CA 94111

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LRJAH LRJC Service by Facsimile, Overnight Mail or File No. 5121 20 Largest (Consolidated E-mail Michael Morgan Land Rover North America- Parts Enterprise Rent a Car (AH) Land Rover North America PO BOX 674266 22921 SAVI RANCH PKWY 555 MacArthur Blvd. Detroit, MI 48267 Yorba Linda, CA 92887 Mahwah, NJ 07430 Served through counsel Hogan Served through counsel Hogan Lovells Lovells American Express Unipart North America-Jaguar Parts PO BOX 360001 LBA/Met Partners PO BOX 651570 PO BOX 749019 Charlotte, NC 28265 Ft. Lauderdale, FL 33336 Los Angeles, CA 90074 Blue Shield California Land Rover North America - Rotunda Dane Taylor Sentry Insurance Company File 55331 555 MacArthur Blvd. Box 88315 Los Angeles, CA 90074 Mahwah, NJ 07430 Milwaukee, WI 53288 Served through counsel Hogan Lovells Jerry DeSouza Thomas McNerney 3288 Stargate Dr. 1314 Anacapa Sandy Holguin 836 Bridgewood St. Irvine, CA 92602 Corona, CA 92882 Corona, CA 92881 Autotrader.com LLC City of Anaheim P.O. Box 932207 Shell 201 South Anaheim Blvd. PO BOX 689010 Atlanta, GA 31193 Anaheim, CA 92805 Des Moines, IA 50368 On-Line Administrators Inc. Jay Allen The Siegmann Family Trust 28935 Boleada PO Box 4539 1780 E MC FADDEN STREET #117 Mission Viejo, CA 92692 Chatsworth, CA 91311 Santa Ana, CA 92705 Christopher Williams Fernando Glickman SKS, Inc. 110 N. Limo St., Unit C PO BOX 469110 2934 Candelwood St. Sierra Madre, CA 91024 Escondido, CA 92046 Lakewood, CA 90812 customerservice@sksoil.com; City of Cerritos Cerritos Center for the Performing Arts Unipart North America-Jaguar Parts 12700 Center Court Drive PO BOX 651570 18125 Bloomfield Ave. Cerritos, CA 92833 Charlotte, NC 28265 Cerritos, CA 90703 Southern California Edison Aramark Uniform Services Enterprise Rent a Car (Cerr)

10901 AUTO SQUARÈ DRÍVE

Cerritos, CA 90703

PO Box 300

Rosemead, CA 91772

PO Box 101004

Pasadena, CA 91189

Kenneth Benson 1118 S. Miramar Avenue Anaheim Hills, CA 92808 Cerritos Auto Square 3349 CAHUENGA BOULVARD WEST Los Angeles, CA 90068

Robert Giannini 3902 Berenice PI. Los Angeles, CA 90031

Justin Ellis 5601 E. Orangethorpe, U107 Anaheim Hills, CA 92807 Christopher Stark 29 Alegria Irvine, CA 92620 Trinity Financial Services P.O. BOX 7167 Pasadena, CA 91109

BP Lubricants USA Inc. PO Box 409383 Atlanta, GA 30384 Eric Moreno 15765 Lashburn St. Whittier, CA 90603

Vartan Asatryan 17155 Barneston St. Granada Hills, CA 91344

# FAX LIST (20) LARGEST

20 Largest Consolidated Unsecured Creditors			
Creditor:	Phone:	Fax:	Contact:
Enterprise Rent a Car (AH)	714-841-5779	714-841-8786	
Unipart North America(Jaguar Parts)	888-524-3577	201-818-9816	Dealer 5464
American Express	800-528-2122	623-492-3888	Customer Service
Sentry Insurance Company	800-447-0633	888-533-7827	Dane Taylor
Blue Shield California	916-350-3297	916-350-8800	
Shell	888-376-9575	515-226-4045	
Autotrader.com LLC	800-353-9350	404-568-2708	
City of Anaheim	714-765-3300	714-765-5115	
On-Line Administrators Inc.	818-773-8000	818-773-0401	
SKS, Inc.	714-533-1379	760-796-4780	
Unipart North America (Jaguar Parts)	888-524-3577	201-818-9816	Dealer 5464
Enterprise Rent a Car (Cerr)	(562) 860-3500	562-865-4390	
Cerritos Center for the Performing Arts	562-916-8510	562-916-8514	Patron No. 10095361
Cerritos Auto Square	(323) 851-5075	323-851-0175	
Southern California Edison	800-747-8908	909-942-8339	2-28-733-5020
Aramark Uniform Services	800-504-0328	818-364-8280	11768005
BP Lubricants USA Inc.	630-821-9260	713-375-0518	150751