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10
11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13 **SANTA ANA DIVISION**

14 In re:

15 TOWNSEND CORPORATION
16 d/b/a Land Rover Jaguar Anaheim Hills,
17
18 Debtor and Debtor in Possession.

19 Lead Case No.: 8:11-bk-22690-RK (jointly
20 administered with Case No.: 8:11-bk-22695-
21 RK)

22 Chapter 11 Cases

23 In re:

24 LRJC, INC.
25 d/b/a Land Rover Jaguar Cerritos,
26
27 Debtor and Debtor in Possession.

28 **DEBTORS' NOTICE OF EMERGENCY**
29 **MOTION AND EMERGENCY MOTION**
30 **FOR ENTRY OF AN ORDER APPROVING**
31 **STIPULATION AND AGREEMENT FOR**
32 **ORDER AUTHORIZING**
33 **USE OF CASH COLLATERAL,**
34 **CONTINUED DISCRETIONARY FLOOR**
35 **PLAN FINANCING AND PROVIDING**
36 **FOR ADEQUATE PROTECTION;**
37 **MEMORANDUM OF POINTS AND**
38 **AUTHORITIES AND DECLARATIONS IN**
39 **SUPPORT THEREOF**

40 Affects:

- 41 TOWNSEND CORPORATION Only
42 LRJC, INC. Only
43 BOTH DEBTORS

44 **Hearing:**

45 Date: September 27, 2011
46 Time: 3:00 p.m.
47 Place: Courtroom "5D"
48 411 West Fourth Street
49 Santa Ana, CA 92701-4593

SUMMARY AND NOTICE

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

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

15 **PLEASE TAKE FURTHER NOTICE THAT**, as discussed below and in the annexed
16 declarations in support hereof (the “Declarations”), on September 9, 2011 (the “Petition Date”), the
17 Debtors commenced their bankruptcy cases by each filing a voluntary petition for relief under
18 Chapter 11 of title 11, United States Code § 101, *et seq.* (the “Bankruptcy Code”).² No trustees have
19 been appointed, and the Debtors are continuing to manage their financial affairs as debtors in
20 possession pursuant to Sections 1107 and 1108.

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

25 ¹ 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.

² Unless otherwise stated, all section references herein are to the Bankruptcy Code.

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

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

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

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

4 **PLEASE TAKE FURTHER NOTICE THAT** Pursuant to Local Bankruptcy Rule 4001-2,
5 the Debtors make the following statements regarding the relief requested by the Debtors pertaining
6 to the Debtors’ use of cash collateral, the proposed postpetition financing, the Stipulation, and the
7 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 interest with respect to the validity, perfection or amount of the secured party’s lien or debt.	<p>There are provisions in the Stipulation regarding the amount of BMW FS’s prepetition debt and BMW FS’s liens.</p> <p>¶¶ E-J.</p> <p>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.</p> <p>¶¶ 11</p>
Provisions or findings of fact that bind the estate or all parties in interest with respect to the relative priorities of the secured party’s lien and liens held by persons who are not party to the stipulation, or which create a lien senior or equal to any existing lien.	<p>There are provisions in the Stipulation regarding the amount of BMW FS’s prepetition debt and BMW FS’s liens.</p> <p>¶¶ E-J.</p>

<u>Provision</u>	<u>Paragraph</u>
	<p>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.</p> <p>¶¶ 11</p>
<p>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.</p>	<p>Yes</p> <p>¶¶ 12 and 14</p>
<p>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.</p>	<p>No</p>
<p>Releases of liability for the creditor's alleged prepetition torts or breaches of contract.</p>	<p>Yes</p> <p>¶ 20</p>
<p>Waivers of avoidance actions arising under the Bankruptcy Code.</p>	<p>No</p>
<p>Automatic relief from the automatic stay upon default, conversion to chapter 7, or appointment of a trustee.</p>	<p>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.</p> <p>¶ 37</p>
<p>Waivers of procedural requirements, including those for foreclosure mandated under applicable non-bankruptcy law, and for perfection of replacement liens.</p>	<p>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.</p>

<u>Provision</u>	<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.

1 **WHEREFORE**, the Debtors respectfully request that the Court enter an order:

2 1. affirming the adequacy of the notice given;

3 2. granting the Motion and approving the Stipulation on an interim basis pending a final
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 LRJC, INC.
14 d/b/a Land Rover Jaguar Cerritos

15 By: /s/ Todd M. Arnold
16 MARTIN J. BRILL
17 TODD M. ARNOLD
18 LEVENE, NEALE, BENDER, YOO
19 & BRILL L.L.P.
20 Proposed Attorneys for Debtors and
21 Debtors in Possession
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2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I.**

4 **STATEMENT OF FACTS**

5 **A. BACKGROUND**

6 On September 9, 2011 (the "Petition Date"), the Debtors commenced their bankruptcy cases
7 by each filing a voluntary petition for relief under Chapter 11 of title 11, United States Code § 101,
8 et seq. (the "Bankruptcy Code").³ No trustees have been appointed, and the Debtors are continuing
9 to manage their financial affairs as debtors in possession pursuant to Sections 1107 and 1108.

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

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

20 **B. REASONS FOR FILING BANKRUPTCY AND EXIT STRATEGY**

21 **1. ISSUES WITH JAGUAR LAND ROVER NORTH AMERICA, LLC**

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

³ Unless otherwise stated, all section references herein are to the Bankruptcy Code.

1 programs (the “Business Builder Programs”), pursuant to which JLRNA is required to make
2 payments to the Debtors if certain conditions are met (the “Business Builder Payments”).

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

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

22 LRJ Anaheim has an ongoing dispute with JLRNA due to alleged issues raised by JLRNA
23 regarding Business Builder Payments to LRJ Anaheim under the Business Builder Programs and
24 JLRNA’s efforts to recoup prior payments to LRJ Anaheim by offsetting payments that came due
25 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

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

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

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

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

1 **2. BMW FINANCIAL SERVICES NA, LLC**

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

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

18 **3. EXIT STRATEGY**

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

1 **C. THE CASH COLLATERAL MOTION AND THE CASH COLLATERAL**
2 **STIPULATION**

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

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

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

24 The Debtors required the immediate use of Cash Collateral after the Petition Date so that
25 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

1 Debtors filed the Cash Collateral Motion in an abundance of caution, as the Debtors hoped to be able
2 to reach agreement with BMW FS regarding the use of cash collateral and continued postpetition
3 financing by BMW FS. The Cash Collateral Motion was largely based on the assertion that BMW
4 FS was the only entity with an interest in Cash Collateral and that BMS FS (and any other entities
5 with alleged interests in Cash Collateral) were adequately protected. The Cash Collateral Motion
6 was approved at a hearing held on September 23, 2011, at 11:00 a.m. At that time, the Court set a
7 hearing to consider a motion that the Debtors intended to file if they could reach agreement with
8 BMW FS regarding the use of Cash Collateral and continued postpetition financing by BMW FS.
9 Shortly after the hearing on the Cash Collateral Motion, the Debtors and BMW FS agreed to terms
10 regarding the foregoing. Those terms are set forth in the Stipulation and Agreement for Order
11 Authorizing Use of Cash Collateral, Continued Discretionary Floor Plan Financing and Providing
12 for Adequate Protection (the "Stipulation") attached hereto as Exhibit "1."⁴

13 In summary, under the Stipulation, (1) the Debtors will continue to use Cash Collateral
14 pursuant to the Budgets, unless and until there is a default or the term of the Stipulation expires
15 without written agreement between the parties to extend Cash Collateral use, (2) BMW FS will
16 continue to provide flooring loans to the Debtors for New Vehicles under the terms that were in
17 existence between the parties as of the Petition Date (LRJ Anaheim had a New Vehicle flooring line
18 of up to \$7.5 million with interest at the rate of prime + 0.25%; LRJ Cerritos had a New Vehicle
19 flooring line of up to \$6.5 million with interest at the rate of prime + 0.25%), as modified by the
20 Stipulation, and (3) BMW FS, at its discretion, may provide flooring loans of up to \$750,000 for
21 each Debtor under the terms that were in existence between the parties as of the Petition Date, %), as
22 modified by the Stipulation.
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25 ⁴ 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)(l) 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); In re Oak Glen R-Vee, 8 B.R. 213, 216 (Bankr. C.D. Cal. 1981); In re Tucson Industrial Partners, 129 B.R. 614 (9th Cir. BAP 1991). In addition, where the debtor is operating a business, it is extremely important that the

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

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

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

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

24 Section 364 provides, in relevant part, as follows:

- 25 (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

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

3 (b) The court, after notice and a hearing, may authorize the
4 trustee [or debtor in possession] to obtain unsecured credit or to
5 incur unsecured debt other than under subsection (a) of this
6 section, allowable under section 503(b)(1) of this title as an
7 administrative expense.

8 (c) If the trustee [or debtor in possession] is unable to obtain
9 unsecured credit allowable under section 503(b)(1) of this title as
10 an administrative expense, the court, after notice and a hearing,
11 may authorize the obtaining of credit or the incurring of debt –

12 (1) with priority over any and all administrative
13 expenses of the kind specified in section 503(b) or 507(b)
14 of this title:

15 (2) secured by a lien on property of the estate that
16 is not otherwise subject to a lien; or

17 (3) secured by a junior lien on property of the
18 estate that is subject to a lien.

19 (d)(1) The court, after notice and a hearing, may authorize the
20 obtaining of credit or the incurring of debt secured by a senior or
21 equal lien on property of the estate that is subject to a lien only if--

22 (A) the trustee is unable to obtain such credit otherwise;
23 and

24 (B) there is adequate protection of the interest of the holder
25 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.

23 Section 364 of the Bankruptcy Code is structured with an escalating series of inducements
24 which a debtor in possession may offer to attract credit during the post-petition period. In re Photo
25 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-

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

7 A debtor's decision to obtain credit under Section 364 are generally analyzed in terms of
8 whether the decision was a prudent exercise of the debtor's business judgment. See, e.g., In re
9 Simasko Production Co., 47 B.R. 444, 448-9 (D. Colo.1985) (authorizing interim financing
10 agreement where debtor's best business judgment indicated financing was necessary and reasonable
11 for benefit of estate); In re Ames Dept. Stores, 115 B.R. 34, 38 (Bankr. S.D.N.Y. 1990) (with respect
12 to post-petition credit, courts "permit debtors-in-possession to exercise their basic business judgment
13 consistent with their fiduciary duties"). See also 2 Collier on Bankruptcy ¶ 364.04, at 364-9-11
14 (15th ed. 1991).

15 Here, only through the Stipulation and, in particular, the postpetition financing provided
16 under the Stipulation, can the Debtors continue to operate their businesses and maintain going
17 concern value. In short, without such financing, the Debtors cannot continue to purchase new (and
18 possibly used) inventory. In that case, the Debtors' new inventory would be allocated to other
19 dealers and the Debtors would lose sales and would have to cease operations, which would severely
20 damage their going concern value. It would be impossible for the Debtors to obtain a new flooring
21 lender in time to continue purchasing inventory in the ordinary course and to maintain operations
22 pending a sale. Even if it were possible for the Debtors to do so, the terms for such funding would
23 likely be less favorable than the terms under the Stipulation. The lending terms under the Stipulation
24 are the same terms that were negotiated and used before the Petition Date. That is, there is no
25 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.

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

8 **III.**

9 **CONCLUSION**

10 **WHEREFORE**, the Debtors respectfully request that the Court enter an order:

- 11 1. affirming the adequacy of the notice given;
- 12 2. granting the Motion and approving the Stipulation on an interim basis pending a final
13 hearing thereon;
- 14 3. authorizing the Debtors to use cash collateral and to pay the expenses set forth in the
15 Budgets on an interim basis pending a final hearing;
- 16 4. authorizing the Debtors to obtain postpetition financing from BMW FS in accordance
17 with the terms of the Stipulation on an interim basis pending a final hearing;
- 18 5. setting a final hearing on the Motion; and

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6. granting such other and further relief as the Court deems just and proper.

Dated: September 23, 2011

TOWNSEND CORPORATION
d/b/a Land Rover Jaguar Anaheim Hills

- and -

LRJC, INC.
d/b/a Land Rover Jaguar Cerritos

By: /s/ Todd M. Arnold
MARTIN J. BRILL
TODD M. ARNOLD
LEVENE, NEALE, BENDER, YOO
& BRILL L.L.P.
Proposed Attorneys for Debtors and
Debtors in Possession

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.

1 5. On September 9, 2011 (the "Petition Date"), the Debtors commenced their
2 bankruptcy cases by each filing a voluntary petition for relief under Chapter 11 of title 11, United
3 States Code § 101, et seq. (the "Bankruptcy Code"). No trustees have been appointed, and the
4 Debtors are continuing to manage their financial affairs as debtors in possession pursuant to Sections
5 1107 and 1108.

6 6. The Debtors are principally owned and operated by me and my son, Joshua
7 Townsend. LRJ Anaheim has been in business since 2000. LRJ Cerritos has been in business since
8 2006. The Debtors sell new Jaguar and Land Rover vehicles and various previously owned vehicles.
9 The Debtors also have a service and parts departments.

10 7. Additional information regarding the Debtors and their business operations can be
11 found at <http://www.lrajah.com/> (LRJ Anaheim) and <http://lrjcerritos.com/> (LRJ Cerritos).

12 8. The Debtors are parties to various agreements (the "Dealer Agreements") with Jaguar
13 Land Rover North America, LLC ("JLRNA"). Under the terms of the Dealer Agreements, among
14 other things, (1) JLRNA sells new Jaguar and Land Rover vehicles (the "New Vehicles") to the
15 Debtors, which the Debtors then sell to their customers, and (2) JLRNA provides certain business
16 builder programs (the "Business Builder Programs"), pursuant to which JLRNA is required to make
17 payments to the Debtors if certain conditions are met (the "Business Builder Payments").

18 9. In summary, under the Business Builder Programs, by the last day of the month
19 following a quarter, JLRNA makes Business Builder Payments to the Debtors based on sales of New
20 Vehicles from the prior quarter (a "Business Builder Period"). At present, in order for sales of New
21 Vehicles to count for the purposes of Business Builder Payments, the following general requirements
22 (which have changed over time when it suited JLRNA) must be met (1) the vehicle has to be sold in
23 the applicable Debtors' territory or an unassigned territory and (2) the vehicle must be registered to
24 an end-user and there has to be proof of the address of the end-user. Up until about February 2011,
25 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

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

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

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

15 12. LRJ Anaheim disputes and continues to dispute the claims made by LRJNA regarding
16 audit issues related to in the LRJ Anaheim Business Builder Program and LRJNA's efforts to offset
17 to recover prior Business Builder Payments. To the contrary, as discussed above, LRJ Anaheim is
18 owed at least \$1,160,995 by JLRNA for Business Builder Payments, warranty payments, and
19 incentive payments. LRJ Cerritos also disputes any alleged issues regarding LRJ Cerritos'
20 compliance with the provisions of the LRJ Cerritos Dealership Agreements.

21 13. However, rather than jeopardize the value of the Debtors' businesses, the Debtors
22 decided to sell their businesses. Prior to the Petition Date, the Debtors retained a broker to market
23 both of the Debtors' dealerships for sale. The Debtors obtained an offer from a well-known
24 Southern California auto dealer (the "Potential Buyer"). The Debtors engaged in substantial
25 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.

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

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

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

23 17. As set forth in the Stipulation, as of the Petition Date, the Debtors owed BMW FS
24 approximately \$10,284,316 including the following: (a) \$631,131 on a capital loan for the LRJ
25 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

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

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

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

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

23 21. The Debtors required the immediate use of Cash Collateral after the Petition Date so
24 that they could maintain operations and going concern value while they attempt to effectuate a sale
25 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

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

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

25 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

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

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

18 Executed this 23rd day of September 2011, at Bakersfield, California.

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

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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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”).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 23rd day of September 2011, at Los Angeles, California.

/s/ Todd M. Arnold
TODD M. ARNOLD

EXHIBIT "1"

JAY SELANDERS (MO Bar No. 37221)
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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re:)
)
TOWNSEND CORPORATION) Chapter 11
d/b/a Land Rover Jaguar Anaheim Hills) 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 23rd 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:

RECITALS

A. Debtors commenced their respective cases by the filing of voluntary petitions under Chapter 11 of Title 11 of the United States Code ("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").

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

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.

L. The proceeds derived from the sale of the Debtors' inventory constitutes cash 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").

N. Debtors have no claims, offsets, or defenses to the claims of BMW FS as of the Petition Date, and agree that all security documents between it and BMW FS have been duly executed and are enforceable according to their terms.

O. Debtors are in possession of BMW FS' Cash Collateral, and will continue to 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
5. 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:

- 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.
- iv. If a Debtor accepts a trade-in as part of the sale of such a vehicle, 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.
- v. If a Debtor accepts a trade-in in total or partial consideration of the 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.
- vi. Debtors shall not sell any vehicle for less than the Floor Plan 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-

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 or supply BMW FS with proof that the relevant Debtor has replenished its inventory of automotive parts with a part or parts of equal value, which are free and clear of any lien 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.

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.

11. Unless a Debtor formally contests BMW FS' security interest, by way of filing a 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

costs or expense of preserving or disposing of any of BMW FS' collateral, or for any expenses of administration of the case, or any future case, including cases under Chapter 7 of the Bankruptcy 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

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, non-

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 of 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

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

20. As a further inducement to BMW FS to enter into the within Agreement, each 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,

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.

22. 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 183rd 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.

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.

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 is 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.

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

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;

(d) In any subsequent bankruptcy case that may be filed by either Debtor, the exercise of the default rights hereunder 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 all 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

By: _____

Dated: _____

BMW FINANCIAL SERVICES NA, LLC

By: _____

ACKNOWLEDGED:

TOWNSEND AUTOMOTIVE GROUP, LLC

Ernest Townsend, President

Ernest Townsend, Individually

Joshua Townsend, Individually

Barbara Townsend, Individually

Lauren Townsend, Individually

EXHIBIT "2"

Land Rover Jaguar Anaheim Hills
2011 Budget

Description	9/10/2011 Week 1	9/17/2011 Week 2	9/24/2011 Week 3	10/1/2011 Week 4	10/8-11/7 Month 2	11/8-12/7 Month 3	12/8-1/7 Month 4	Total
Beginning Cash Balance	315,138	327,815	406,126	354,143	430,947	692,385	628,118	
Receivables	8,500	123,171	0	0	0	0	0	
Sales - New & Used Vehicle	400,000	450,000	650,000	650,000	2,800,000	2,900,000	3,080,000	10,930,000
Business Builder/Incentives	0	0	0	0	325,000	0	0	325,000
Sales - Service & Parts	94,000	94,000	104,000	114,000	456,000	456,000	456,000	1,774,000
LRNA/Jaguar Warranty Reimbursements	0	0	0	111,000	111,000	111,000	111,000	444,000
Sales Tax/DMV Fees Collected	28,750	28,750	28,750	28,750	115,000	115,000	115,000	460,000
Total Income/Cash	846,388	1,023,736	1,188,876	1,257,893	4,237,947	4,274,385	4,390,118	13,933,000
Vehicle Cost of Sales (Purchased/Floored)	376,000	423,000	611,000	611,000	2,632,000	2,726,000	2,895,200	10,274,200
Parts Cost of Sales (Purchased)	0	45,540	49,500	54,750	219,000	219,000	219,000	806,790
Labor Cost of Sales (Sublet/Tech)	0	15,000	0	30,671	85,686	85,686	85,686	302,729
Cost of Sales - Service Contracts	0	2,500	3,500	2,700	6,000	6,000	6,000	26,700
Sales Staff Compensation	0	19,200	0	26,400	36,000	46,080	49,200	176,880
Delivery Expense	0	0	1,200	0	1,200	1,200	1,200	4,800
Floor Plan Interest	11,509	0	0	0	14,000	15,000	15,000	55,509
Advertising	0	0	9,000	0	10,000	10,000	10,000	39,000
Selling Expenses	387,509	505,240	674,200	725,521	3,003,886	3,108,966	3,281,286	11,686,608
Salaries - Owner's	0	0	0	0	0	0	0	0
Salaries - Supervision	0	31,901	0	23,000	55,000	56,000	58,000	223,901
Salaries - Advisors & Parts	0	18,900	0	12,750	26,000	26,000	26,000	109,650
Salaries Clerical	0	3,000	0	3,000	6,000	6,000	6,000	24,000
Salaries - Others	0	15,000	0	15,000	30,000	30,000	30,000	120,000
Absentee Wages - Prod. Pers.	0	2,700	0	2,500	2,000	3,000	5,000	15,200
Payroll Taxes	0	7,500	0	6,000	13,000	13,000	26,000	65,500
Employee Benefits	0	0	7,400	0	7,400	7,400	7,400	29,600
Total Personnel Expense	0	79,001	7,400	62,250	139,400	141,400	158,400	587,851
Vehicle Maintenance	0	0	1,500	0	1,500	1,500	1,700	6,200
Demo & Co. Vehicle Expense	0	0	3,000	875	3,500	3,500	3,500	14,375
Service Loaner Expense	0	15,000	15,000	10,000	40,000	40,000	40,000	160,000
Uniform & Laundry Expense	0	0	1,908	0	1,900	1,900	1,900	7,608
Office Supplies & Expense	0	0	3,000	0	3,500	3,500	3,500	13,500

Small Tools & Other Expense	0	0	4,000	0	4,000	4,000	4,000	4,000	4,000	16,000
Goodwill Adjustments	2,000	2,000	3,000	800	9,500	9,500	9,500	9,500	9,500	36,300
Data Processing Expense	0	0	14,000	0	14,000	14,000	14,000	14,000	14,000	56,000
Outside Services	3,117	0	2,883	0	6,000	6,000	6,000	6,000	6,000	24,000
Travel & Entertainment	0	0	0	0	0	0	0	0	0	0
Contributions	0	0	0	0	0	0	0	0	0	0
Memberships, Sub. & Dues	0	0	28	0	28	28	28	28	28	112
Legal & Audit Expense	0	0	15,000	0	15,000	15,000	15,000	15,000	15,000	60,000
Telephone	0	0	3,100	0	3,100	3,100	3,100	3,100	3,100	12,400
Freight & Express	0	0	2,500	2,500	5,000	3,500	3,500	3,500	3,500	17,000
Employee Training	0	1,152	0	500	1,000	1,000	1,000	1,000	1,000	4,652
Bank & Credit Card Charges	0	0	0	6,000	6,000	6,000	6,000	6,000	6,000	24,000
Policy Work	1,000	1,000	1,000	1,000	4,000	4,000	4,000	4,000	4,000	16,000
Miscellaneous	0	0	1,743	0	1,500	1,500	1,500	1,500	1,500	6,243
Rent	4,852	0	0	0	63,000	63,000	63,000	63,000	63,000	193,852
Repair & Maintenance Real Estate	0	0	2,500	0	2,500	2,500	2,500	2,500	2,500	10,000
Insurance - Build/Improvements	0	0	15,090	0	16,000	16,000	16,000	16,000	16,000	63,090
Heat, Light, Power, Water	0	0	7,000	0	7,000	7,000	7,000	7,000	7,000	28,000
Insurance - Other	0	0	5,943	0	6,000	6,000	6,000	6,000	6,000	23,943
Taxes - Other	0	0	1,100	0	1,100	1,100	1,100	1,100	1,100	4,400
Repair/Maintenance - Equipment	0	0	800	0	1,500	1,500	1,500	1,500	1,500	18,800
Equipment Rental	0	0	650	0	700	700	700	700	700	2,750
Total Expense:	10,969	19,152	104,745	21,675	217,328	215,828	229,528	229,528	819,225	
Interest - Loans	0	5,192	0	0	5,300	5,300	5,300	5,300	5,300	21,092
Interest Paid	15,473	0	0	0	16,000	16,000	16,000	16,000	16,000	63,473
United States Trustee Quarterly Fees	0	9,025	0	0	4,875	0	0	0	0	4,875
Utility Security Deposit	0	0	0	0	0	0	0	0	0	9,025
Debt Service	26,273	0	0	0	26,273	26,273	26,273	26,273	26,273	105,092
Sales Tax/DMV Fees	6,349	0	48,388	0	115,000	115,000	115,000	115,000	115,000	399,737
Lein Payoff (Trade-ins)	72,000	0	0	0	0	0	0	0	0	72,000
Townsend Salaries	0	0	0	17,500	17,500	17,500	17,500	17,500	17,500	70,000
Total:	120,095	14,217	48,388	17,500	184,948	180,073	180,073	180,073	745,294	
Total Cash Disbursements:	518,573	617,610	834,733	826,946	3,545,562	3,646,267	3,849,287	3,849,287	13,838,978	
Ending Cash:	327,815	406,126	354,143	430,947	692,385	628,118	540,831	540,831		

Land Rover Jaguar Cerritos
2011 Budget

Description	9/10/2011 Week 1	9/17/2011 Week 2	9/24/2011 Week 3	10/1/2011 Week 4	10/8-11/7 Month 2	11/8-12/7 Month 3	12/8-1/7 Month 4	Total
Beginning Cash Balance	92,613	56,805	114,654	55,670	96,114	263,089	222,901	
Receivables	0	52,000	0	0	0	0	0	
Sales - New & Used Vehicle	395,000	395,000	395,000	575,000	2,300,000	2,300,000	2,300,000	8,660,000
Business Builder	0	0	0	0	205,000	0	0	205,000
Sales - Service & Parts	95,000	95,000	103,000	102,250	340,000	340,000	340,000	1,415,250
LRNA/Jaguar Warranty Reimbursements	0	0	0	67,341	76,000	76,000	76,000	295,341
Sales Tax/DMV Fees Collected	24,500	24,500	24,500	24,500	98,000	98,000	98,000	392,000
Total Income/Cash	607,113	623,305	637,154	824,761	3,115,114	3,077,089	3,036,901	10,967,591
Vehicle Cost of Sales (Purchased/Floored)	375,250	375,250	375,250	546,250	2,185,000	2,185,000	2,185,000	8,227,000
Parts Cost of Sales (Purchased)	0	39,900	43,260	43,294	172,920	172,920	172,920	645,214
Labor Cost of Sales (Sublet/Tech Pay)	0	20,626	0	26,948	54,233	54,233	54,233	210,273
Cost of Sales - Service Contracts	0	0	3,000	3,000	6,000	6,000	6,000	24,000
Sales Staff Compensation	0	6,842	0	12,480	21,600	30,480	30,000	101,402
Delivery Expense	0	0	720	0	1,100	1,200	1,400	4,420
Floor Plan Interest	12,492	0	0	0	15,000	15,000	15,000	57,492
Advertising	0	0	13,000	0	13,000	13,000	13,000	52,000
Selling Expenses	387,742	442,618	435,230	631,972	2,468,853	2,477,833	2,477,553	9,321,801
Salaries - Supervision	0	25,000	0	22,000	42,000	42,000	42,000	173,000
Salaries - Advisors & Parts	0	10,000	0	8,000	18,000	18,000	18,000	72,000
Salaries Clerical	0	1,250	0	1,500	2,500	2,500	2,500	10,250
Salaries - Others	0	8,000	0	8,000	16,000	16,000	16,000	64,000
Absentee Wages - Prod. Pers.	0	1,000	0	1,000	1,500	1,500	1,500	6,500
Payroll Taxes	0	5,458	0	5,500	11,000	11,000	16,000	48,958
Employee Benefits	0	0	3,600	0	3,600	3,600	3,600	14,400
Total Personnel Expense	0	50,708	3,600	46,000	94,600	94,600	99,600	389,108
Vehicle Maintenance	0	0	1,263	0	1,400	1,400	1,400	5,463
Demo & Co. Vehicle Expense	0	0	725	0	750	750	750	2,975
Service Loaner Expense	0	3,750	3,750	3,750	15,000	15,000	15,000	56,250
Uniform & Laundry Expense	0	0	2,555	0	2,000	2,000	2,000	8,555
Office Supplies & Expense	0	0	1,583	0	1,500	1,500	1,500	6,083
Small Tools & Other Expense	0	0	2,950	0	2,500	2,500	2,500	10,450

Goodwill Adjustments	2,000	2,000	3,200	1,800	9,000	9,000	9,000	9,000	9,000	36,000
Data Processing Expense	0	0	8,000	0	8,000	8,000	8,000	8,000	8,000	32,000
Outside Services	0	0	2,500	0	2,500	2,500	2,500	2,500	2,500	10,000
Travel & Entertainment	0	0	0	0	0	0	0	0	0	0
Contributions	0	0	0	0	0	0	0	0	0	0
Memberships, Sub, & Dues	0	0	58	0	0	58	0	0	0	116
Legal & Audit Expense	0	0	10,000	0	10,000	10,000	10,000	10,000	10,000	40,000
Telephone	0	0	1,868	0	1,900	1,900	1,900	1,900	1,900	7,568
Freight & Express	0	1,000	750	750	3,000	3,000	3,000	3,000	3,000	11,500
Employee Training	0	0	0	1,000	1,000	1,000	1,000	1,000	1,000	4,000
Bank & Credit Card Charges	0	0	0	3,300	3,300	3,300	3,400	3,400	3,400	13,300
Policy Work	375	375	375	375	1,500	1,500	1,500	1,500	1,500	6,000
Miscellaneous	0	0	323	0	320	320	320	320	320	1,283
Rent	0	0	23,016	22,200	45,000	45,000	45,000	45,000	45,000	180,216
Repair & Maintenance Real Estate	0	0	2,700	0	2,700	2,700	2,700	2,700	2,700	10,800
Insurance - Build/Improvements	0	0	11,310	0	11,310	11,310	11,310	11,310	11,310	45,240
Heat, Light, Power, Water	0	0	7,168	0	7,000	5,000	5,000	5,000	5,000	24,168
Insurance - Other	0	0	4,177	0	4,177	4,177	4,177	4,177	4,177	16,708
Taxes - Other	0	0	2,174	0	2,000	2,000	2,000	2,000	2,000	8,174
Repair/Maintenance - Equipment	0	0	1,000	0	1,000	1,000	1,000	1,000	1,000	4,000
Equipment Rental	0	0	600	0	600	600	600	600	600	2,400
Total Expense:	2,375	7,125	92,045	33,175	137,457	135,515	135,557	135,557	543,249	
Interest - Loans	27,556	0	0	0	27,000	27,000	27,000	27,000	27,000	108,556
Interest Paid	0	0	0	0	0	0	0	0	0	0
United States Trustee Quarterly Fees	0	8,200	0	0	4,875	0	0	0	0	4,875
Utility Security Deposit	0	0	0	0	0	0	0	0	0	8,200
Debt Service	3,740	0	50,609	0	3,740	3,740	3,740	3,740	3,740	14,960
Sales Tax/DMV Fees	895	0	98,000	0	98,000	98,000	98,000	98,000	98,000	345,504
Lein Payoff (Trade-ins)	128,000	0	0	0	0	0	0	0	0	128,000
Townsend Salaries	0	0	0	17,500	17,500	17,500	17,500	17,500	17,500	70,000
Total:	160,191	8,200	50,609	17,500	151,115	146,240	146,240	146,240	680,095	
Total Cash Disbursements:	550,308	508,651	581,484	728,647	2,852,025	2,854,188	2,858,950	2,858,950	10,934,253	
Ending Cash:	56,805	114,654	55,670	96,114	263,089	222,901	177,951			

EXHIBIT "3"

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
4 Telephone: (310) 229-1234
Facsimile: (310) 229-1244
5 Email: mjb@lnbyb.com, tma@lnbyb.com

6 Proposed Attorneys for Debtors and Debtors in Possession

7
8 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA
9 **SANTA ANA DIVISION**

10 In re:

11 TOWNSEND CORPORATION
d/b/a Land Rover Jaguar Anaheim Hills,

12 Debtor and Debtor in Possession.

14 In re:

15 LRJC, INC.
d/b/a Land Rover Jaguar Cerritos,

17 Debtor and Debtor in Possession.

18 Affects:

19 TOWNSEND CORPORATION Only

20 LRJC, INC. Only

21 BOTH DEBTORS

Lead Case No.: 8:11-bk-22690-RK (jointly
administered with Case No.: 8:11-bk-22695-
RK)

Chapter 11 Cases

**INTERIM ORDER RE: DEBTORS'
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**

Hearing:

Date: September 27, 2011

Time: 3:00 p.m.

Place: Courtroom "5D"

411 West Fourth Street

Santa Ana, CA 92701-4593

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

8 **IT IS HEREBY ORDERED**, as follows:

9 1. Notice of the Motion was appropriate under the circumstances and complied with the
10 requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, as may have
11 been modified by the Court.

12 2. The Motion is granted and the Stipulation is approved on an interim basis pending a
13 final hearing, which shall be held on _____, 2011, at ____:____.m., at the above-referenced
14 location (the "Final Hearing").

15 3. The Debtors are hereby authorized to use cash collateral and to pay the expenses set
16 forth in the Budgets on an interim basis pending a Final Hearing.

17 4. The Debtors are hereby authorized to obtain postpetition financing from BMW FS in
18 accordance with the terms of the Stipulation on an interim basis pending a Final Hearing.

19 5. Any further oppositions to the Motion must be filed with the Court and served on the
20 United States Trustee, parties requesting special notice, the 20 largest general unsecured creditors
21 and counsel to the Debtors so that it is received by no later than _____, 2011, at ____:____.m.
22 PDT.

23 6. Any replies to further oppositions to the Motion must be filed with the Court, with a
24 conformed copy delivered to chambers and a copy served on the United States Trustee, parties
25 _____

¹ All Capitalized terms herein have the same meanings as in the Motion.

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: _____

6 _____
7 THE HONORABLE ROBERT KWAN
8 UNITED STATES BANKRUPTCY JUDGE
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EXHIBIT "4"



SECRETARY OF STATE
STATE OF CALIFORNIA

Search Certificate

SEARCH REQUESTED ON: 08/28/2011
Organization Debtor: **TOWNSEND CORPORATION**

Address: **NOT SPECIFIED**
Date Range From: **NOT SPECIFIED**
Search: **ALL**

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

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
00-20261121	Financing Statement	07/19/2000	11:27	07/19/2015	3

Debtor:

Organization: ANAHEIM HILLS
5425 E LA PALMA AVE, ANAHEIM CA USA, 92807

TOWNSEND CORPORATION
5425 E LA PALMA AVE, ANAHEIM CA USA, 92807

TOWNSEND CORPORATION
5425 E LA PALMA AVE, ANAHEIM CA USA, 92807

TOWNSEND COPORATION
5425 E LA PALMA AVE, ANAHEIM CA USA, 92807

Secured Party:

Organization: BMW FINANCIAL SERVICES NA, LLC
5515 PARKCENTER CR, DUBLIN OH USA, 43017 3535

BMW FINANCIAL SERVICES NA, LLC
5550 BRITTON PARKWAY, HILLARD OH USA, 43016

<u>Amendment Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u># of Pages</u>
01-106C0414	Amendment	04/12/2001	11:46	1
05-70313453	Continuation	06/21/2005	07:40	1
05-70313459	Amendment	06/21/2005	07:45	1

Continue

05-70333488	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

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
02-19060588	State Tax Lien	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

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
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

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
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

Continue

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
07-7135756596	Federal Tax Lien	11/01/2007	17:00	12/01/2017	1

Debtor:

Organization: TOWNSEND COMPANY INC , A CORPORATION
17527 CORINTHIAN DR, ENGINO CA USA, 91316 3810

Secured Party:

Organization: IRS/OHIO
P.O. BOX 145595, CINCINNATI OH US, 45250 5595

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
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,
97035

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
09-7185963856	Financing Statement	01/28/2009	12:10	01/28/2014	1

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

Continue

Total Pages: 18

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

CA 505

This FINANCING STATEMENT is presented for filing and will remain effective with certain exceptions for a period of five years from the date of filing pursuant to section 9403 of the California Uniform Commercial Code.



1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) Townsend-Vass Corporation		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 5425 East La Palma Avenue		1C. CITY, STATE ANAHEIM, CA	1D. ZIP CODE 92807
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) dba Anaheim Hills		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME: BMW FINANCIAL SERVICES NA, LLC MAILING ADDRESS: 5515 PARKCENTER CIRCLE CITY: DUBLIN, IN STATE: ZIP CODE: See Act.		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME: MAILING ADDRESS: CITY: STATE: ZIP CODE:		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

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

2008

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 6 (4) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC 9406 (1) (a) CA-808	

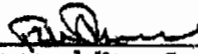
9. SIGNATURE(S) OF DEBTOR(S) <i>[Signature]</i>		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER)
TYPE OR PRINT NAME(S) OF DEBTOR(S) Townsend-Vass Corporation		
SIGNATURE(S) OF SECURED PARTY(IES) <i>[Signature]</i>		0020261121  
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES) BMW FINANCIAL SERVICES NA,		
11. Return copy to: NAME: LEXIS Document Services ADDRESS: 1029 J Street CITY: Suite 100 STATE: Sacramento, CA 95814 ZIP CODE:		FILED SACRAMENTO, CA JUL 19, 2008 AT 11:27 BILL JONES SECRETARY OF STATE
FORM UCC-1 - Approved by the Secretary of State		

(1) FILING OFFICER COPY

1600625-1B

Additional Debtor Information

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

Signature: 
Townsend-Vass Corporation
dba anaheim Hills

Additional Secured Party Information

Secured Party 1
BMW FINANCIAL SERVICES NA, LLC
5515 PARKCENTER CIRCLE
DUBLIN, OH ██████████

0020261121

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 Parkcenter Circle
Dublin, OH [REDACTED]**

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.

0020261121

B 1660154-1

SOS-CA

This STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. FILE NO. OF ORIG. FINANCING STATEMENT 0020261121	1A. DATE OF FILING OF ORIG. FINANCING STATEMENT 07/19/2000	1B. DATE OF ORIG. FINANCING STATEMENT	1C. PLACE OF FILING ORIG. FINANCING STATEMENT
2. DEBTOR (LAST NAME FIRST) Townsend-Vass Corporation			2A. SOCIAL SECURITY OR FEDERAL TAX NO.
2B. MAILING ADDRESS 5425 East La Palma Avenue		2C. CITY, STATE ANAHEIM, CA	2D. ZIP CODE 92807
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)			3A. SOCIAL SECURITY OR FEDERAL TAX NO.
3B. MAILING ADDRESS		3C. CITY, STATE	3D. ZIP CODE
4. SECURED PARTY NAME BMW FINANCIAL SERVICES NA, LLC MAILING ADDRESS 5515 PARKCENTER CIRCLE CITY DUBLIN STATE OH ZIP CODE			4A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.B.A. NO.
5. ASSIGNOR OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE			5A. SOCIAL SECURITY NO., FEDERAL TAX NO., OR BANK TRANSIT AND A.B.A. NO.
6. A <input type="checkbox"/> CONTINUATION —The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here <input type="checkbox"/> and insert description of real property on which growing or to be grown in Item 7 below.			
B <input type="checkbox"/> RELEASE — From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 7 below.			
C <input type="checkbox"/> ASSIGNMENT —The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 7 below.			
D <input type="checkbox"/> TERMINATION —The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.			
E <input checked="" type="checkbox"/> AMENDMENT —The Financing Statement bearing the file number shown above is amended as set forth in Item 7 below. (Signature of Debtor required on all amendments.)			
F <input type="checkbox"/> OTHER			

7. Please change name of debtor to: TOWNSEND CORPORATION from: Townsend-Vass Corp.

8. (DATE) _____ 19__

Townsend Corporation f/k/a
Townsend-Vass Corporation

By: *[Signature]* President
SIGNATURE(S) OF DEBTOR(S) (TYPE)

BMW FINANCIAL SERVICES NA, LLC



By: *[Signature]*
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

10. Return Copy To CA-SOS

NAME ADDRESS CITY AND STATE
LEXIS Document Services
1029 J Street
Suite 100
Sacramento, CA 95814

9. This Space for Use of Filing Officer (Date Time When Filled)

01106C0414

FILED
SACRAMENTO, CA
APR 12, 2001 AT 11:45
BILL JONES
SECRETARY OF STATE

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front 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

DOCUMENT NUMBER: 4082640002
 FILING NUMBER: 05-70313453
 FILING DATE: 6/21/2008 7:40:35 AM
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 00-20261121		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.			
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.					
3. <input type="checkbox"/> 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 law.					
4. <input type="checkbox"/> 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.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in Item 6; <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c.					
6. CURRENT RECORD INFORMATION:					
OR	6a. ORGANIZATION'S NAME				
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:					
OR	7a. ORGANIZATION'S NAME				
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> packed, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.					
9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.					
OR	9a. ORGANIZATION'S NAME BMW FINANCIAL SERVICES NA, LLC				
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10. OPTIONAL FILER REFERENCE DATA CA-0-14373707-00266					

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front 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

DOCUMENT NUMBER: 4062760002
 FILING NUMBER: 08-70313469
 FILING DATE: 6/21/2005 7:45:05 AM
 IMAGE GENERATED ELECTRONICALLY FOR XML FILING
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 00-20261121		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.			
2. [] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.					
3. [] 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 law.					
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.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in Items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address: Give current record name in Item 6; <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c					
6. CURRENT RECORD INFORMATION:					
OR	6a. ORGANIZATION'S NAME ANAHEIM HILLS				
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:					
OR	7a. ORGANIZATION'S NAME Townsend Corporation				
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS 5425 E LA PALMA AVE		CITY ANAHEIM	STATE CA	POSTAL CODE 92807-	COUNTRY USA
7d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION Corporation	7f. JURISDICTION OF ORGANIZATION CA	7g. ORGANIZATIONAL ID#, if any C2118848 <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> reinstated collateral description, or describe collateral <input type="checkbox"/> assigned.					
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input checked="" type="checkbox"/> and enter name of DEBTOR authorizing this amendment.					
OR	a. ORGANIZATION'S NAME BMW FINANCIAL SERVICES NA, LLC				
	b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10. OPTIONAL FILER REFERENCE DATA CA-0-14573715-00266					

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front 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

DOCUMENT NUMBER: 4254350002
FILING NUMBER: 05-70333498
FILING DATE: 7/7/2005 9:53:33 AM
IMAGE GENERATED ELECTRONICALLY FOR XML FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 00-20261121		1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.			
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.					
3. <input type="checkbox"/> 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 law.					
4. <input type="checkbox"/> 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.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in Items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address: Give current record name in Item 6; <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c					
6. CURRENT RECORD INFORMATION:					
OR	6a. ORGANIZATION'S NAME Townsend Corporation				
	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:					
OR	7a. ORGANIZATION'S NAME TOWNSEND CORPORATION				
	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS 5425 B.L.A. PALMA AVE		CITY ANAHEIM	STATE CA	POSTAL CODE 92807-	COUNTRY USA
7d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION Corporation	7f. JURISDICTION OF ORGANIZATION CA	7g. ORGANIZATIONAL ID#, if any C2118848 <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.					
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input checked="" type="checkbox"/> and enter name of DEBTOR authorizing this amendment.					
OR	9a. ORGANIZATION'S NAME BMW FINANCIAL SERVICES NA, LLC				
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
10. OPTIONAL FILER REFERENCE DATA CA-0-14710823-00266					

FILING OFFICE COPY



UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

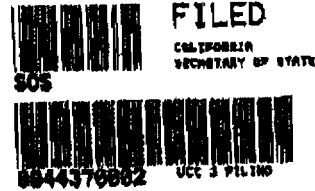
06-70787030

07/20/2006 17:00

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Mailing Address) 9226 BMW FINANCIAL S

UCC Direct Services 8871565
 P.O. Box 29071
 Glendale, CA CALI



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. INITIAL FINANCING STATEMENT FILE # 0020261121 10-JUL-2000 SS CA

15. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b; and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 BMW FINANCIAL SERVICES NA, LLC

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 BMW FINANCIAL SERVICES NA, LLC

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS
 5560 Britton Parkway

CITY Hillard	STATE OH	POSTAL CODE 43016	COUNTRY
------------------------	--------------------	-----------------------------	----------------

7d. SEE INSTRUCTION **ADDL INFO RE ORGANIZATION DEBTOR** **7e. TYPE OF ORGANIZATION** **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL ID #, if any**

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe deleted or added, or give entire related collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authority Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 BMW FINANCIAL SERVICES NA, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 8871565 Debtor Name: ANAHEIM HILLS KLH

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front 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			DOCUMENT NUMBER: 25384780002 FILING NUMBER: 10-72355206 FILING DATE: 06/19/2010 11:18 IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY	
1a. INITIAL FINANCING STATEMENT FILE # 00-20261121			1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.				
3. <input type="checkbox"/> 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 law.				
4. <input type="checkbox"/> 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.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input checked="" type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c				
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME ANAHSIM HILLS				
OR				
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR				
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.				
a. ORGANIZATION'S NAME BMW FINANCIAL SERVICES NA, LLC				
OR				
b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA CA-042061043				

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front 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				
1a. INITIAL FINANCING STATEMENT FILE # 00-20251121			1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.				
3. 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 law.				
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.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these. Also check <u>one</u> of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c				
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR				
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR				
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral: <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.				
9a. ORGANIZATION'S NAME BMW FINANCIAL SERVICES NA, LLC				
OR				
9b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA CA-0-42061044				

FILING OFFICE COPY

Recording Requested By
State of California
Employment Development Department
(916) 227-1705

When recorded mail to:
**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
CENTRAL COLLECTION DIVISION, MIC 92
P.O. BOX 620980
SACRAMENTO, CALIFORNIA**

0219060588



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

WILLIAM R. TOWNSEND
THE TOWNSEND CO.

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

611 CLOVIS AVE
CLOVIS CA

Account No. 433 9142 4 SEC OF STATE Certificate No.

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

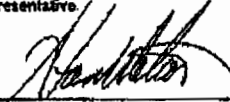
The Director of the Employment Development Department hereby certifies the above is liable to the State of California for amounts due and required to be paid as determined under the provisions of the Unemployment Insurance Code, the Revenue and Taxation Code, or both.

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.

Date 06/26/02
At Sacramento, California



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

By 
Authorized Representative

This agency has adopted the use of a facsimile signature as effed above.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front 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			DOCUMENT NUMBER: 10906620002 FILING NUMBER: 06-7098831939 FILING DATE: 12/29/2006 14:14 IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY	
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME TOWNSEND CORPORATION				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5425 EAST LA PALMA AVENUE		CITY ANAHEIM	STATE CA	POSTAL CODE 92807
1d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION CA
			1g. ORGANIZATIONAL ID#, if any 02118848	<input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME ADP Commercial Leasing, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 15 Waterview Blvd MS # 934		CITY Passiparry	STATE NJ	POSTAL CODE 07054
4. This FINANCING STATEMENT covers the following collateral: USUR PORTS AND ALL RELATED ATTACHMENTS AND ACCESSORIES				
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> ALL Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA CA-0-22945369-47170				

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front 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			DOCUMENT NUMBER: 11714230002 FILING NUMBER: 07-7104685888 FILING DATE: 03/02/2007 08:22 IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY	
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME TOWNSEND CORPORATION				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 10861 183RD ST		CITY CERRITOS	STATE CA	POSTAL CODE 90703
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE 02118648
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME ADP Commercial Leasing, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 15 Waterview Blvd MS # 934		CITY Parsippany	STATE NJ	POSTAL CODE 07054
4. This FINANCING STATEMENT covers the following collateral: NETWORKING EQUIPMENT AND ALL RELATED ATTACHMENTS AND ACCESSORIES				
5. ALY DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> ALL Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA CA-0-23986016-47170				

FILING OFFICE COPY

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

INTERNAL REVENUE SERVICE
PO BOX 145588, STOP 8420G
CINCINNATI, OH

07-7135756596

11/01/2007 17:00



FILED
CALIFORNIA
SECRETARY OF STATE

308



14733680063 USE J FILED

For Optional Use by Recording Office

Form 668 (Y)(c) 4667 Department of the Treasury - Internal Revenue Service
(Rev. February 2004) **Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7 Serial Number
Lien Unit Phone: (800) 913-6050

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 taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien 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 accrue.

Name of Taxpayer TOWNSEND COMPANY INC , a Corporation

Residence 17527 CORINTHIAN DR
ENCINO, CA

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

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

Place of Filing
SECRETARY OF STATE
SACRAMENTO, CA 94235
Total \$ 150099.56

This notice was prepared and signed at LOS ANGELES, CA, on this, the 23rd day of October, 2007.

Signature *R. A. Mitchell*
for M. MIA
Title REVENUE OFFICER
(818) 756-4575
27-03-2422

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

Part 1 - kept by Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60026X

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Nancy Dalton (503) 684-4570

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UNISEARCH, INC.
 1903 21st Street
 Sacramento, CA 95811
 ACCT # 10015724

08-7157694885

05/09/2008 11:26



FILED
 CALIFORNIA
 SECRETARY OF STATE



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME Townsend Associates, LLC

OR **1b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 680 Second Street, Suite 280 Oakland CA 94607 US

1d. TAX ID # **1e. ADD'L INFO RE: ORGANIZATION DEBTOR** **1f. TYPE OF ORGANIZATION** **1g. JURISDICTION OF ORGANIZATION** **1h. ORGANIZATIONAL ID #, if any**
 NONE ltd liability co. California 199831710001 NONE

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

2a. ORGANIZATION'S NAME

OR **2b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID # **2e. ADD'L INFO RE: ORGANIZATION DEBTOR** **2f. TYPE OF ORGANIZATION** **2g. JURISDICTION OF ORGANIZATION** **2h. ORGANIZATIONAL ID #, if any**
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Sterling Savings Bank

OR **3b. INDIVIDUAL'S LAST NAME** FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 8005 SW Meadows Road, Suite 400 Lake Oswego OR 97036 US

4. THIS FINANCING STATEMENT covers the following collateral:
 See Exhibit A attached hereto and incorporated by this reference.

5. ALTERNATIVE DESIGNATION (if applicable)	6. TELETYPE INDICATOR	7. COMPLETION/CONTINUATION	8. PARTIAL/ENTIRE	9. COLLATERAL	10. LIEN	11. NON-UCC FILING
12. STATE RESPONSE	13. ADD'L INFO	14. ADDITIONAL INFO	15. ADDITIONAL INFO	16. ADDITIONAL INFO	17. ADDITIONAL INFO	18. ADDITIONAL INFO

Townsend Associates, LLC - #4342

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 garbage), 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, fittings 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

15955200002

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 Deed 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 Deed 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

16955200002

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company					DOCUMENT NUMBER: 16889640002 FILING NUMBER: 09-7185963856 FILING DATE: 01/26/2009 12:10 IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY				
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Corporation Service Company 2730 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833 USA									
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names									
OR									
1a. ORGANIZATION'S NAME TOWNSEND CORPORATION					FIRST NAME		MIDDLE NAME		SUFFIX
1b. INDIVIDUAL'S LAST NAME					FIRST NAME		MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 5425 EAST LA PALMA AVE					CITY Anaheim Hills		STATE CA	POSTAL CODE 92807	COUNTRY USA
1d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO			1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE C2118848		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names									
OR									
2a. ORGANIZATION'S NAME					FIRST NAME		MIDDLE NAME		SUFFIX
2b. INDIVIDUAL'S LAST NAME					FIRST NAME		MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS					CITY		STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS		ADD'L DEBTOR INFO			2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE		
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR S/P) - insert only one secured party name (3a or 3b)									
OR									
3a. ORGANIZATION'S NAME FORD MOTOR COMPANY					FIRST NAME		MIDDLE NAME		SUFFIX
3b. INDIVIDUAL'S LAST NAME					FIRST NAME		MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS 1555 Fairlane Dr Suite 200					CITY Allen Park		STATE MI	POSTAL CODE 48101	COUNTRY USA
4. This FINANCING STATEMENT covers the following collateral: "INDUSTRIAL EQUIPMENT-ROTUNDA GENERAL SERVICE EQUIPMENT TOOLS AND FIXTURES INCLUDING BUT NOT LIMITED TO EQUIPMENT NOW IN POSSESSION OR HEREAFTER ACQUIRED BY THE DEBTOR AND ALL PROCEEDS FROM ANY DISPOSITION THEREOF."									
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING									
6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)					7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2				
8. OPTIONAL FILER REFERENCE DATA									

FILING OFFICE COPY

EXHIBIT "5"



10-7244533847

09/08/2010 17:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Wynn's USA
1050 W. Fifth St.
Azusa, CA 91702



FILED
CALIFORNIA
SECRETARY OF STATE

SOS



26262240082 UCC FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
3060 ADAMS STREET

CITY: **Riverside** STATE: **CA** POSTAL CODE: **92504** COUNTRY: **USA**

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any

TRADE NAME CA NONE

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

2a. ORGANIZATION'S NAME
BRAKE MASTERS

OR
2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS
1547 LINCOLN BLVD

CITY: **SANTA MONICA** STATE: **CA** POSTAL CODE: **90401** COUNTRY: **USA**

2d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any

TRADE NAME CA NONE

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

3a. ORGANIZATION'S NAME
Wynn's, A division of Illinois Tool Works, Inc.

OR
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
1050 W. Fifth St.

CITY: **AZUSA** STATE: **CA** POSTAL CODE: **91702** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:
SEE ATTACHED

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOB | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME BMW OF RIVERSIDE		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME CENTER ACURA						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 5230 VAN NUYS BLVD			CITY SHERMAN OAKS	STATE CA	POSTAL CODE 91401	COUNTRY USA
11d. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION TRADE NAME	11f. JURISDICTION OF ORGANIZATION CA	11g. ORGANIZATIONAL ID #, if any		<input checked="" type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers member to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
COMMUNITY CHEV

OR

21b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

21c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
200 W. OLIVE AVE. | Burbank | CA | 91502 | USA

21d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 21e. TYPE OF ORGANIZATION | 21f. JURISDICTION OF ORGANIZATION | 21g. ORGANIZATIONAL ID #, if any
TRADE NAME | CA | NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
COMPLETE AUTO CARE

OR

22b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

22c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
27913 CENTER DR | Mission Viejo | CA | 92692 | USA

22d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 22e. TYPE OF ORGANIZATION | 22f. JURISDICTION OF ORGANIZATION | 22g. ORGANIZATIONAL ID #, if any
TRADE NAME | CA | NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
DC CARE & REPAIR

OR

23b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

23c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY
2339 S LA BREA AVE | Los Angeles | CA | 90016 | USA

23d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 23e. TYPE OF ORGANIZATION | 23f. JURISDICTION OF ORGANIZATION | 23g. ORGANIZATIONAL ID #, if any
TRADE NAME | CA | NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

24c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - Insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

25c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
DISCOUNT TIRE-HUNTINGTON BEACH

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7852-A WARNER AVE. Huntington Beach CA 92647 USA

21d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
LA BREA CHRYSLER/JEEP

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
401 S LA BREA AVE Los Angeles CA 90030 USA

22d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
LAMPE DODGE CHRYSLER JEEP

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1950 S BLACKSTONE Tulare CA 93274 USA

23d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
LAND ROVER JAGUAR CERRITOS

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
10861 183RD STREET Cerritos CA 90703 USA

21d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
LANDROVER JAGUAR ANAHEIM HILLS

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5425 E. LA PALMA AVENUE Anaheim CA 92807 USA

22d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
NEWPORT AUTO CENTER

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
445 E. PACIFIC COAST HWY Newport Beach CA 92660 USA

23d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
PRECISION AUTOMOTIVE

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7296 W. MANCHESTER AVE. Los Angeles CA 90045 USA

21d. ~~SEE INSTRUCTIONS~~ ADD'L INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
SIMI VALLEY CHRYSLER JEEP DODG

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2350 FIRST STREET Simi Valley CA 93065 USA

22d. ~~SEE INSTRUCTIONS~~ ADD'L INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
SOUTH BAY AUTO CENTER

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1030 E ARTESIA BLVD. LONG BEACH CA 90805 USA

23d. ~~SEE INSTRUCTIONS~~ ADD'L INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
SURROZ DODGE-CHRY-JEEP

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
151 N. NEELEY ST. Visalia CA 93291 USA

21d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
WALTON'S AUTOMOTIVE

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
27505 INDIAN PK RD. Rolling Hills CA 90274 USA

22d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
WARNER'S MOBIL

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5972 WARNER AVE Huntington Beach CA 92649 USA

23d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

CSRs Free Equipment(TEQ Grp) for Dies OREQC3RF.XLS

Ship To Name	Ship To Address 1	Ship To City	Ship State	Ship To Zip	Qty	Ship Item#	Item Description	Serial#	Lot#
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	3	04007	ENVIROPURGE WITH SIGHT GLASS	0	CONV
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	2	8920	BRACKETECH ADAPTER KIT	0	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	2	03000	AIRCOMATIC 110V w/ US CORD	007240	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	23000	WYNN'S PWR STR MACH	007241	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	23000	WYNN'S PWR STR MACH	001078	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	09500	Braketech,flp top	001078	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	09500	Braketech,flp top	002083	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	07805	3 TUBE ENGINE COOLANT FLUSH	002085	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	8920	BRACKETECH ADAPTER KIT	008902	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	8920	PWR STEERING FLUSH MACHINE BOX	008902	0
BRANE MASTERS	1547 LINCOLN BLVD	SANTA MONICA	CA	90401	1	22000	PWR STEERING FLUSH MACHINE BOX	0	0
CENTER AGURA	5230 VAN NUYS BLVD	SHERMAN OAKS	CA	91401	1	22000	PWR STEERING FLUSH MACHINE BOX	0	0
CENTER AGURA	5230 VAN NUYS BLVD	SHERMAN OAKS	CA	91401	1	22000	PWR STEERING FLUSH MACHINE BOX	0	0
CENTER AGURA	5230 VAN NUYS BLVD	SHERMAN OAKS	CA	91401	1	03000	AIRCOMATIC 110V w/ US CORD	001013	0
CENTER AGURA	5230 VAN NUYS BLVD	SHERMAN OAKS	CA	91401	1	03000	AIRCOMATIC 110V w/ US CORD	005711	0
COMMUNITY CHEV	200 W. OLIVE AVE.	Burbank	CA	91502	1	09400	BRACKETECH MACHINE	020083	0
COMPLETE AUTO CARE	27913 CENTER DR	Mission Viejo	CA	92692	1	22000	PWR STEERING FLUSH MACHINE BOX	000000	0
DC CARE & REPAIR	2339 S LA BREA AVE	Los Angeles	CA	90016	1	9901	TRANSFER ADAPTER KIT W/ITRAY	000000	0
DC CARE & REPAIR	2339 S LA BREA AVE	Los Angeles	CA	90016	1	07805	3 TUBE ENGINE COOLANT FLUSH	000000	0
DISCOUNT TIRE-HUNTINGTON BEACH	7162-A WARNER AVE.	Los Angeles	CA	92647	1	03000	AIRCOMATIC 110V w/ US CORD	001916	0
LA BREA CHRYSLER/JEEP	491 S LA BREA GAVE	Huntington Beach	CA	90030	1	08700	T3 Transerve Machine	CONV	0
LAMPE DODGE CHRYSLER/JEEP	1960 S BLACKSTONE	Tulare	CA	93274	1	09500	DRAIN AND FILL ACCESSORY KIT	CONV	0
LAMPE DODGE CHRYSLER/JEEP	1960 S BLACKSTONE	Tulare	CA	93274	1	9911	TRANSFER ADAPTER KIT W/ITRAY	CONV	0
LAMPE DODGE CHRYSLER/JEEP	1960 S BLACKSTONE	Tulare	CA	93274	1	9911	L.D. DIESEL ADAPTER KIT(BIG 3)	CONV	0
LAMPE DODGE CHRYSLER/JEEP	1960 S BLACKSTONE	Tulare	CA	93274	1	9911	BRACKETECH ADAPTER KIT	CONV	0
LAND ROVER JAGUAR CERRITOS	10461 183RD STREET	Cerritos	CA	90703	1	04007	ENVIROPURGE WITH SIGHT GLASS	0	0
LAND ROVER JAGUAR CERRITOS	10461 183RD STREET	Cerritos	CA	90703	1	04009	ENVIROPURGE TOOL ADAPTER KIT	0	0
LAND ROVER JAGUAR CERRITOS	10461 183RD STREET	Cerritos	CA	90703	1	8920	BRACKETECH ADAPTER KIT	0	0
LAND ROVER JAGUAR CERRITOS	10461 183RD STREET	Cerritos	CA	90703	1	8920	AIRCOMATIC 110V w/ US CORD	0604824278	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	03000	Braketech,flp top	001002	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	03000	3 TUBE ENGINE COOLANT FLUSH	002054	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	04007	ENVIROPURGE WITH SIGHT GLASS	CONV	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	04009	ENVIROPURGE TOOL ADAPTER KIT	CONV	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	03000	AIRCOMATIC 110V w/ US CORD	0	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	07805	BRACKETECH MACHINE	001009	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92807	1	03000	3 TUBE ENGINE COOLANT FLUSH	003036	0
NEWPORT AUTO CENTER	445 E. PACIFIC COAST HWY	Newport Beach	CA	92660	1	03000	AIRCOMATIC 110V w/ US CORD	0	0
PRECISION AUTOMOTIVE	7298 W. MANCHESTER AVE.	Los Angeles	CA	90045	1	8920	BRACKETECH ADAPTER KIT	CONV	0
SIMI VALLEY CHRYSLER/JEEP DODG	2350 FIRST STREET	Simi Valley	CA	93065	1	06550	DRAIN AND FILL ACCESSORY KIT	0	0
SIMI VALLEY CHRYSLER/JEEP DODG	2350 FIRST STREET	Simi Valley	CA	93065	1	9901T3	TRANSFERVE III ADAPTER KIT	0	0
SIMI VALLEY CHRYSLER/JEEP DODG	2350 FIRST STREET	Simi Valley	CA	93065	1	8920	BRACKETECH ADAPTER KIT	0	0
SIMI VALLEY CHRYSLER/JEEP DODG	2350 FIRST STREET	Simi Valley	CA	93065	1	07800	PF MACHINE ORG W/PAIL NO KIT	0	0
SOUTH BAY AUTO CENTER	10300 E ARTESIA BLVD.	LONG BEACH	CA	90805	1	9901	T3 Transerve Machine	002578	0
SURROZ DODGE-CHRY-JEEP	1511 N. NEEBLEY ST.	Visalia	CA	93291	1	04010	TRANSFERVE ADAPTER KIT W/ITRAY	CONV	0
WALTON'S AUTOMOTIVE	27505 INDIAN PK RD.	Rolling Hills	CA	90274	1	22000	PWR STEERING FLUSH MACHINE BOX	020085	0
WARNER'S MOBIL	5972 WARNER AVE	Huntington Beach	CA	92649	1	8920	BRACKETECH ADAPTER KIT	0	0

26262240002

EXHIBIT "6"



SECRETARY OF STATE
STATE OF CALIFORNIA

Search Certificate

SEARCH REQUESTED ON:
Organization Debtor: LRJC, INC.

06/28/2011

Address: NOT SPECIFIED
Date Range From: NOT SPECIFIED
Search: ALL

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

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
06-7054802527	Financing Statement	01/10/2006	11:50	01/10/2016	1

Debtor:

Organization: LRJC, INC.
5425 E. LA PALMA, ANAHEIM HILLS CA USA, 92807

Secured Party:

Organization: BMW FINANCIAL SERVICES NA, LLC
5550 BRITTON PARKWAY, HILLARD OH USA, 43016

BMW FINANCIAL SERVICES NA, LLC
5515 PARKCENTER CIRCLE, DUBLIN OH USA, 43017

<u>Amendment Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u># of Pages</u>
06-70787049	Amendment	07/20/2006	17:00	1
10-72383430	Continuation	07/15/2010	10:25	1

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
06-7085187870	Financing Statement	09/18/2006	11:49	09/18/2011	1

Debtor:

Organization: LRJC, INC.
10861 183RD STREET, CERRITOS CA USA, 90703

Secured Party:

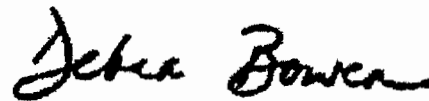
Organization: BANK OF THE WEST, TRINITY DIVISION
475 SANSOME STREET, 19TH FLOOR, SAN FRANCISCO CA USA,
94111-1234

Continue

Total Pages: 4

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

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front 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			DOCUMENT NUMBER: 6449550002 FILING NUMBER: 06-7054802527 FILING DATE: 01/10/2006 11:50 IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY	
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME LRJC, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 5425 E. La Palma		CITY Anaheim Hills	STATE CA	POSTAL CODE 92807
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID#, if any C2747048 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME BMW Financial Services NA, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 5315 Parkcenter Circle		CITY Dublin	STATE OH	POSTAL CODE 43017
4. This FINANCING STATEMENT covers the following collateral: 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, notes, 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.				
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> ADDITIONAL FEE [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
6. OPTIONAL FILER REFERENCE DATA CA-0-17618133-00266				

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

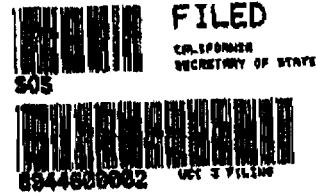
06-70787049

07/20/2008 17:00

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 682-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 9226 BMW FINANCIAL S

UCC Direct Services 8872534
 P.O. Box 29071
 Glendale, CA [REDACTED] CALI



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 087064902627 10-JAN-2008 SS CA This FINANCING STATEMENT AMENDMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
 BMW Financial Services NA, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 BMW Financial Services NA, LLC

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 5560 Bridson Parkway Hilliard OH 43016

7d. **SEE INSTRUCTION** ADD'L INFO RE ORGANIZATION DIRECTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID#, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
 Describe collateral deleted or added, or give entire retained collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which secures collateral 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.

9a. ORGANIZATION'S NAME
 BMW Financial Services NA, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 8872534 Debtor Name: LRJC, Inc. SAR 00286

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front 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				
DOCUMENT NUMBER: 25650650002 FILING NUMBER: 10-72383430 FILING DATE: 07/16/2010 10:26 IMAGE GENERATED ELECTRONICALLY FOR XML FILING THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY				
1a. INITIAL FINANCING STATEMENT FILE # 06-7054802527			1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination.				
3. <input type="checkbox"/> 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 law.				
4. <input type="checkbox"/> 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.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c				
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR				
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR				
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
9. NAME of SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this amendment.				
a. ORGANIZATION'S NAME BMW Financial Services NA, LLC				
OR				
b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA CA-0-42344181				

FILING OFFICE COPY

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]					
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			DOCUMENT NUMBER: 965729002		
UCC DIRECT SERVICES			FILING NUMBER: 06-7082187870		
2727 ALLEN PARKWAY			FILING DATE: 09/18/2006 11:49		
HOUSTON, TX 77019			IMAGE GENERATED ELECTRONICALLY FOR XML FILING		
USA			THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY		
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
OR	1a. ORGANIZATION'S NAME				
	LRJC, INC.				
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
10861 183RD STREET		CERRITOS	CA	90703	USA
1d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any	
		Corporation	CA	C2747048 [NONE]	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names					
OR	2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L DEBTOR INFO	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	
				[NONE]	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)					
OR	3a. ORGANIZATION'S NAME				
	Bank of the West, Trinity Division				
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
475 Sansome Street, 19th Floor		San Francisco	CA		USA
4. This FINANCING STATEMENT covers the following collateral: All automotive and related equipment leased or financed from Trinity, A Division of Bank of the West including, but not limited to those items and proceeds thereof, set forth in the agreement listed below and to any and all subsequent addendums and schedules to the agreement. Agreement # -ref1-					
5. ALT DESIGNATION: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING					
6. This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS Attach Addendum [if applicable]			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA					
CA-0-22019405-841247					

FILING OFFICE COPY

EXHIBIT "7"



10-7228612746

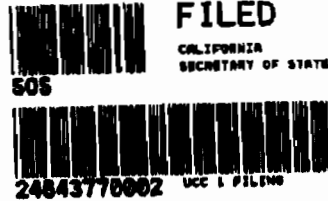
04/13/2010 17:00

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Anthony Woodrow Rector

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Anthony Woodrow Rector
13337 South Street #569
Cerritos, Ca 90703



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME LAND ROVER JAGUAR CERRITOS			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 10863 183rd STREET		CITY CERRITOS	STATE CA
	POSTAL CODE 90703	COUNTRY US	
ADD'L INFO RE ORGANIZATION DEBTOR	1a. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any <input checked="" type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
	POSTAL CODE	COUNTRY	
ADD'L INFO RE ORGANIZATION DEBTOR	2a. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

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

3a. ORGANIZATION'S NAME			
OR	3b. INDIVIDUAL'S LAST NAME Rector		
	FIRST NAME Anthony	MIDDLE NAME Woodrow	SUFFIX
3c. MAILING ADDRESS 13337 South Street #569		CITY Cerritos	STATE Ca
	POSTAL CODE 90703	COUNTRY US	

4. This FINANCING STATEMENT covers the following collateral:

See Attachment(s)

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEY/BAILOB SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2 (OPTIONAL) [ADDITIONAL FEE]

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT 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 LIEN

Anthony Woodrow Rector,
Lien Claimant

v.

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.E.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,

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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) *Randome 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

I, Anthony W. Rector, depose and say as follows:

1. The parties of the Commercial Lien are cited in the following "List of Lien Debtors," where they are identified in the Official Capacities.
2. 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.
6. 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 183rd 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

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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 properly 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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10-7244533847

09/08/2010 17:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Wynn's USA
1050 W. Fifth St.
Azusa, CA 91702



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3060 ADAMS STREET Riverside CA 92504 USA

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION TRADE NAME 1f. JURISDICTION OF ORGANIZATION CA 1g. ORGANIZATIONAL ID #, if any NONE

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

2a. ORGANIZATION'S NAME
BRAKE MASTERS

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1547 LINCOLN BLVD SANTA MONICA CA 90401 USA

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION TRADE NAME 2f. JURISDICTION OF ORGANIZATION CA 2g. ORGANIZATIONAL ID #, if any NONE

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

3a. ORGANIZATION'S NAME
Wynn's, A division of Illinois Tool Works, Inc.

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1050 W. Fifth St. AZUSA CA 91702 USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable). 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). All Debtors Debtor 1 Debtor 2 (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME
CENTER ACURA

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

5230 VAN NUYS BLVD SHERMAN OAKS CA 91401 USA

11d. ADDITIONAL INSTRUCTIONS ADDITIONAL INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION **TRADE NAME** 11f. JURISDICTION OF ORGANIZATION **CA** 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or se-extracted collateral, or is filed as a fixture filing.

14. Description of real estate.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

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UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

18. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

18a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

18b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
COMMUNITY CHEV

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
200 W. OLIVE AVE. Burbank CA 91502 USA

21d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
COMPLETE AUTO CARE

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
27913 CENTER DR Mission Viejo CA 92692 USA

22d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
DC CARE & REPAIR

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2339 S LA BREA AVE Los Angeles CA 90016 USA

23d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
DISCOUNT TIRE-HUNTINGTON BEACH

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7852-A WARNER AVE. Huntington Beach CA 92647 USA

21d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
LA BREA CHRYSLER/JEEP

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
401 S LA BREA AVE Los Angeles CA 90030 USA

22d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
LAMPE DODGE CHRYSLER JEEP

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1950 S BLACKSTONE Tulare CA 93274 USA

23d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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UCC FINANCING STATEMENT ADDITIONAL PARTY
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
LAND ROVER JAGUAR CERRITOS

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
10861 183RD STREET Cerritos CA 90703 USA

21d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
LANDROVER JAGUAR ANAHEIM HILLS

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5425 E. LA PALMA AVENUE Anaheim CA 92807 USA

22d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
NEWPORT AUTO CENTER

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
445 E. PACIFIC COAST HWY Newport Beach CA 92660 USA

23d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
PRECISION AUTOMOTIVE

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7296 W. MANCHESTER AVE. Los Angeles CA 90045 USA

21d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
SIMI VALLEY CHRYSLER JEEP DODG

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2350 FIRST STREET Simi Valley CA 93065 USA

22d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
SOUTH BAY AUTO CENTER

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1030 E ARTESIA BLVD. LONG BEACH CA 90805 USA

23d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only org name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

UCC FINANCING STATEMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

19. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

19a. ORGANIZATION'S NAME
BMW OF RIVERSIDE

OR

19b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

20. MISCELLANEOUS.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (21a or 21b) - do not abbreviate or combine names

21a. ORGANIZATION'S NAME
SURROZ DODGE-CHRY-JEEP

OR

21b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

21c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
151 N. NEELEY ST. Visalia CA 93291 USA

21d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 21e. TYPE OF ORGANIZATION 21f. JURISDICTION OF ORGANIZATION 21g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

22. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (22a or 22b) - do not abbreviate or combine names

22a. ORGANIZATION'S NAME
WALTON'S AUTOMOTIVE

OR

22b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

22c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
27505 INDIAN PK RD. Rolling Hills CA 90274 USA

22d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 22e. TYPE OF ORGANIZATION 22f. JURISDICTION OF ORGANIZATION 22g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

23. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (23a or 23b) - do not abbreviate or combine names

23a. ORGANIZATION'S NAME
WARNER'S MOBIL

OR

23b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

23c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5972 WARNER AVE Huntington Beach CA 92649 USA

23d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 23e. TYPE OF ORGANIZATION 23f. JURISDICTION OF ORGANIZATION 23g. ORGANIZATIONAL ID #, if any
TRADE NAME CA NONE

24. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR

24b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

24c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME (or Name of TOTAL ASSIGNEE) - insert only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR

25b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

25c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

26262240002

CSRs Free Equipment(EG Gap) for Dist OREGCDSRF XLS

Ship To Name	Ship To Address 1	Ship To City	Ship To State	Ship To Zip	Qty	Ship Item#	Item Description	Serial#	Lot Id
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	3	04007	ENVIROPURGE WITH SIGHT GLASS	0	CONV
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	2	9920	BRACKETECH ADAPTER KIT	0	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	2	03000	AIRCOMATIC 110W w/ US CORD	007240	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	23000	WYNNS PWR STR MACH	007241	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	03000	WYNNS PWR STR MACH	001078	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	09500	Braketech,tip top	001078	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	09500	Braketech,tip top	002063	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	07606	3 TUBE ENGINE COOLANT FLUSH	002069	0
BMW OF RIVERSIDE	3060 ADAMS STREET	Riverside	CA	92504	1	07606	BRACKETECH ADAPTER KIT	0	0
BRAME MASTERS	3060 ADAMS STREET	Riverside	CA	92504	1	9920	PWR STEERING FLUSH MACHINE BOX	006802	0
CENTER ACURA	1547 LINCOLN BLVD	SANTA MONICA	CA	90401	1	22000	PWR STEERING FLUSH MACHINE BOX	006902	0
CENTER ACURA	5230 VAN NUYS BLVD	SHERMAN OAKS	CA	91401	1	22000	PWR STEERING FLUSH MACHINE BOX	0	0
CENTER ACURA	5230 VAN NUYS BLVD	SHERMAN OAKS	CA	91401	1	9920	BRACKETECH ADAPTER KIT	0	0
CENTER ACURA	5230 VAN NUYS BLVD	Sherman Oaks	CA	91401	1	03000	AIRCOMATIC 110W w/ US CORD	0004824285	0
COMMUNITY CHEV	200 W. OLIVE AVE	Sherman Oaks	CA	91401	1	09500	Braketech,tip top	001013	0
COMPLETE AUTO CARE	27913 CENTER DR	Burbank	CA	91401	1	09400	BRACKETECH MACHINE	005711	0
DC CARE & REPAIR	2339 S LA BREA AVE	Burbank	CA	91502	1	22000	PWR STEERING FLUSH MACHINE BOX	0220983	0
DC CARE & REPAIR	2339 S LA BREA AVE	Burbank	CA	91502	1	9901	TRANSFER ADAPTER KIT W/TRAY	0	0
DISCOUNT TIRE-HUNTINGTON BEACH	7852-A WARNER AVE	Mission Viejo	CA	92682	1	07606	3 TUBE ENGINE COOLANT FLUSH	000000	0
LA BREA CHRYSLER/JEEP	401 S LA BREA AVE	Los Angeles	CA	90016	1	09500	AIRCOMATIC 110W w/ US CORD	0804824358	0
LAMPE DODGE CHRYSLER JEEP	1950 S BLACKSTONE	Huntington Beach	CA	92647	1	08700	T3 Transerve Machine	001916	0
LAMPE DODGE CHRYSLER JEEP	1950 S BLACKSTONE	Tulane	CA	93274	1	06550	DRAIN AND FILL ACCESSORY KIT	CONV	0
LAMPE DODGE CHRYSLER JEEP	1950 S BLACKSTONE	Tulane	CA	93274	1	9811	TRANSFER ADAPTER KIT W/TRAY	CONV	0
LAMPE DODGE CHRYSLER JEEP	10861 163RD STREET	Cerritos	CA	90703	1	9811	L.D. DIESEL ADAPTER KIT(BIG 3)	CONV	0
LAND ROVER JAGUAR CERRITOS	10861 163RD STREET	Cerritos	CA	90703	1	9820	BRACKETECH ADAPTER KIT	CONV	0
LAND ROVER JAGUAR CERRITOS	10861 163RD STREET	Cerritos	CA	90703	1	9820	BRACKETECH ADAPTER KIT	CONV	0
LAND ROVER JAGUAR CERRITOS	10861 163RD STREET	Cerritos	CA	90703	1	9820	BRACKETECH ADAPTER KIT	CONV	0
LAND ROVER JAGUAR CERRITOS	10861 163RD STREET	Cerritos	CA	90703	1	9820	BRACKETECH ADAPTER KIT	CONV	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	03000	AIRCOMATIC 110W w/ US CORD	0804824278	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	09500	Braketech,tip top	001002	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	07605	3 TUBE ENGINE COOLANT FLUSH	002654	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	04007	ENVIROPURGE WITH SIGHT GLASS	CONV	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	04008	ENVIROPURGE TOOL ADAPTER KIT	CONV	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	9820	BRACKETECH ADAPTER KIT	0	0
LAND ROVER JAGUAR ANAHEIM HILLS	5425 E. LA PALMA AVENUE	Anaheim	CA	92607	1	03000	AIRCOMATIC 110W w/ US CORD	001009	0
NEWPORT AUTO CENTER	448 E. PACIFIC COAST HWY	Newport Beach	CA	92660	1	03000	AIRCOMATIC 110W w/ US CORD	003036	0
PRECISION AUTOMOTIVE	7296 W. MANCHESTER AVE.	Los Angeles	CA	90045	1	06550	RAIN AND FILL ACCESSORY KIT	CONV	0
SIMI VALLEY CHRYSLER JEEP DOOG	2350 FIRST STREET	Simi Valley	CA	93065	1	9901T3	TRANSFERVE III ADAPTER KIT	0	0
SIMI VALLEY CHRYSLER JEEP DOOG	2350 FIRST STREET	Simi Valley	CA	93065	1	9920	BRACKETECH ADAPTER KIT	0	0
SIMI VALLEY CHRYSLER JEEP DOOG	2350 FIRST STREET	Simi Valley	CA	93065	1	07600	PF MACHINE ORG W/PAIL NO KIT	0	0
SIMI VALLEY CHRYSLER JEEP DOOG	2350 FIRST STREET	Simi Valley	CA	93065	1	08700	T3 Transerve Machine	002578	0
SIMI VALLEY CHRYSLER JEEP DOOG	1030 E ARTESIA BLVD.	LONG BEACH	CA	90805	1	9901	TRANSFER ADAPTER KIT W/TRAY	0	0
SOUTH BAY AUTO CENTER	151 N. NEELEY ST.	Visalia	CA	93291	1	04010	MOPAR FUEL TOOL KIT	CONV	0
SURREX DODGE-CHRY-JEEP	27505 INDIAN PK RD.	Rolling Hills	CA	90274	1	22000	PWR STEERING FLUSH MACHINE BOX	0220685	0
WALTON'S AUTOMOTIVE	5972 WARNER AVE	Huntington Beach	CA	92649	1	9820	BRACKETECH ADAPTER KIT	0	0

26262240002

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. 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

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

A true and correct copy of the foregoing document described as **DEBTORS' NOTICE OF EMERGENCY MOTION AND 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; MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS IN SUPPORT THEREOF**

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:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to 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) indicated below:

- Todd M Arnold tma@lnbrb.com
- Martin J Brill mjb@lnbrb.com
- Frank Cadigan frank.cadigan@usdoj.gov
- Asheley G Dean asheley.dean@hoganlovells.com
- United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

Service information continued on attached page

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 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 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.

Service information continued on attached page

III. **SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method

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 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 than 24 hours after the document is filed.

Via Personal Attorney Service
The Hon. Robert N. Kwan
United States Bankruptcy Court
411 West Fourth Street, Room 5165
Santa Ana, CA 92701

Service information continued on attached page

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
true and correct.

2

September 23, 2011

Lourdes Cruz

/s/ Lourdes Cruz

3

Date

Type Name

Signature

4

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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August 2010

F 9013-3.1.PROOF.SERVICE

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LRJAH
LRJC
File No. 5121
RSN Consolidated

SERVICE BY NEF and/or E-Mail

Debtor
Townsend Corporation
5425 E. La Palma Avenue
Anaheim, CA 92807-0000
bltown@pacbell.net

Debtor
LRJC, Inc.
10861 183rd Street
Cerritos, CA 90703-0000
bltown@pacbell.net

Frank Cadigan *
U.S. Trustee - Santa Ana
411 West Fourth Street, Suite 9041
Santa Ana, CA 92701-8000
frank.cadigan@usdoj.gov

Counsel for BMW Financial Services, NA
Jay Selanders
Kutak Rock LLP
1010 Grand Boulevard, Suite 500
Kansas City, MO 64106
Jay.Selanders@KutakRock.com

Counsel for Jaguar Land Rover North America, LLC
Colm A. Moran/Asheley G. Dean *
Hogan Lovells US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
colm.moran@hoganlovells.com
asheley.dean@hoganlovells.com

Counsel for Jaguar Land Rover North America, LLC
Scott A. Golden
Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
scott.golden@hoganlovells.com

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

LRJAH
LRJC
File No. 5121
20 Largest (Consolidated)

Service by Facsimile, Overnight Mail or
E-mail

Michael Morgan
Land Rover North America
555 MacArthur Blvd.
Mahwah, NJ 07430
**Served through counsel Hogan
Lovells**

Land Rover North America- Parts
PO BOX 674266
Detroit, MI 48267
**Served through counsel Hogan
Lovells**

Enterprise Rent a Car (AH)
22921 SAVI RANCH PKWY
Yorba Linda, CA 92887

LBA/Met Partners
PO BOX 749019
Los Angeles, CA 90074

Unipart North America-Jaguar Parts
PO BOX 651570
Charlotte, NC 28265

American Express
PO BOX 360001
Ft. Lauderdale, FL 33336

Dane Taylor
Sentry Insurance Company
Box 88315
Milwaukee, WI 53288

Blue Shield California
File 55331
Los Angeles, CA 90074

Land Rover North America - Rotunda
555 MacArthur Blvd.
Mahwah, NJ 07430
**Served through counsel Hogan
Lovells**

Sandy Holguin
836 Bridgewood St.
Corona, CA 92881

Thomas McNerney
1314 Anacapa
Irvine, CA 92602

Jerry DeSouza
3288 Stargate Dr.
Corona, CA 92882

Shell
PO BOX 689010
Des Moines, IA 50368

Autotrader.com LLC
P.O. Box 932207
Atlanta, GA 31193

City of Anaheim
201 South Anaheim Blvd.
Anaheim, CA 92805

The Siegmann Family Trust
1780 E MC FADDEN STREET #117
Santa Ana, CA 92705

Jay Allen
28935 Boleada
Mission Viejo, CA 92692

On-Line Administrators Inc.
PO Box 4539
Chatsworth, CA 91311

Christopher Williams
110 N. Limo St., Unit C
Sierra Madre, CA 91024

SKS, Inc.
PO BOX 469110
Escondido, CA 92046
customerservice@sksoil.com;

Fernando Glickman
2934 Candelwood St.
Lakewood, CA 90812

Cerritos Center for the Performing Arts
12700 Center Court Drive
Cerritos, CA 92833

Unipart North America-Jaguar Parts
PO BOX 651570
Charlotte, NC 28265

City of Cerritos
18125 Bloomfield Ave.
Cerritos, CA 90703

Aramark Uniform Services
PO Box 101004
Pasadena, CA 91189

Enterprise Rent a Car (Cerr)
10901 AUTO SQUARE DRIVE
Cerritos, CA 90703

Southern California Edison
PO Box 300
Rosemead, CA 91772

Kenneth Benson
1118 S. Miramar Avenue
Anaheim Hills, CA 92808

Cerritos Auto Square
3349 CAHUENGA BOULEVARD WEST
Los Angeles, CA 90068

Robert Giannini
3902 Berenice Pl.
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